City of Santa Fe

AGENDA

MEETING OF THE PUBLIC WORKS AND UTILITIES COMMITTEE
MARCH 29, 20215:00 PM
ATTEND VIRTUALLY

SPECIAL PROCEDURES FOR PUBLIC WORKS AND UTILITIES COMMITTEE MEETING

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

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

Internet: To join the Zoom meeting on the internet using a computer, laptop, smartphone, or tablet, use the following link: **https://santafenm-gov.zoom.us/j/91419900174?pwd=RlFSTXNnRHgzK0xLUVUrcTFCY3VCdz09**
Passcode: 552121
Phone: To join the Zoom meeting using a phone, use the following phone numbers and Webinar ID: **US: 1 253 215 8782 - Webinar ID: 914 1990 0174 - Passcode: 552121**
The agenda and packet for the meeting will be posted at https://santafe.primegov.com/public/portal.
Written Comments: The public may submit written comments on any of the consent items to be considered on the Consent Agenda, through 1:00 p.m. the day of the meeting, via the virtual comment "button" at santafe.primegov.com/portal/search.
Public Comment: To provide live public comment during the *Public Comment* section, you must join the Zoom meeting by internet or phone, as follows:
Internet: To join the Zoom meeting on the internet using a computer, laptop, smartphone, or tablet, use the following link:: **https://santafenm-gov.zoom.us/j/91419900174?pwd=RlFSTXNnRHgzK0xLUVUrcTFCY3VCdz09**
Passcode: 552121
Attendees should use the "Raise Hand" function to be recognized by the Chairman to speak at the appropriate time.

City of Santa Fe

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MEETING OF THE PUBLIC WORKS AND UTILITIES COMMITTEE
MARCH 29, 20215:00 PM
ATTEND VIRTUALLY

Phone: To join the Zoom meeting using a phone, use the following phone numbers and Webinar ID: **US: 1 253 215 8782 - Webinar ID: 914 1990 0174 - Passcode: 552121**
Phone attendees should press *9 to use the "Raise Hand" function to be recognized by the Chairman to speak at the appropriate time.

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **APPROVAL OF AGENDA**

4. **APPROVAL OF CONSENT AGENDA**

5. **APPROVAL OF MINUTES**

   a. Minutes from the March 8, 2021 Public Works and Utilities Committee

6. **PUBLIC COMMENT**

   a. To provide a live comment you must join the Zoom meeting by internet or phone, please e-mail or call Jamie-Rae Diaz, Administrative Manager, Public Utilities, jldiaz@santafenm.gov, 955-4233 by 1:00 p.m. the day of the meeting for the meeting link and/or call in number.

7. **ACTION ITEMS: CONSENT**

   a. Request for Approval of Amendment No. 3 to New Mexico Department of Transportation Funding Agreement, CN S100460 (Munis Contract No. 3200847) Extending Termination Date from April 30, 2021 to September 15, 2021 for CIP 801B Reconstruction of Guadalupe St. from Agua Fria to Paseo De Peralta. (Romella Glorioso-Moss, Public Works Project Administrator, rsglorioso-moss@santafenm.gov, 955-6623)

   COMMITTEE REVIEW:
   Finance Committee: 03/22/2021
   Public Works & Utilities Committee: 03/29/2021
   Governing Body: 03/31/2021

b. Request for Approval of Budget Adjustment Resolution (BAR) in the Amount of $290,000 from General Fund Reserves to Parks Service Contracts. (Melissa McDonald, Acting Parks Division Director, mamcdonald@santafenm.gov, 955-6840)

COMMITTEE REVIEW:
Finance Committee: 03/22/2021
Public Works & Utilities Committee: 03/29/2021
Governing Body: 03/31/2021

c. Request for the Approval of Amendment No.10 to the Santa Fe Railyard Community Corporation's Amended and Restated Lease and Management Agreement, which will increase the existing rent deferral for FY21 from $100,000 to $500,000, with deferred amounts to be repaid from FY22 to FY24.(Sam Burnett, Public Works Property Maintenance Manager, jsburnett@santafenm.gov, 505-955-5933)

Committee Review:
Public Works and Utilities Committee: 3/29/2021
Finance Committee: 04/05/2021
Governing Body: 04/14/2021

d. Request for Approval of Contract Amendment No. 1 for groundwater Monitoring, Soil Vapor Monitoring, and other Environmental and Engineering Services for Landfill Sites for a four year period with Intera, Inc for a total amount of $156,875 (exclusive of NMGRT). (Shirlene Sitton, ESD Division Director, sesittion@santafenm.gov, 955-2209)

Committee Review:
Public Works and Utilities Committee: 03/29/2021
Finance Committee: 04/05/2021
Governing Body: 04/14/2021

e. Request Approval of Budget Amendment Resolution (BAR) to Correct FY21 Engineering Budget for Duplicate Payment to Louis Berger Group in the Amount of $67,945.22 for the Arroyo Chamiso Crossing Project. (Regina Wheeler, Public Works Department Director, rawheeler@santafenm.gov, 955-6622)

COMMITTEE REVIEW:
Finance Committee: 03/22/2021

Public Works & Utilities Committee: 03/29/2021
Governing Body: 03/31/2021

f. Request for Approval of Amendment No. 5 with John Shoemaker & Associates, Inc. (JSAI) for two (2) Capital Improvement Projects: Installation of an inclinometer sensor (SENSOR) and Development of a Conceptual Work Plan in the total amount of 88,536.57 (exclusive of NMGRT). (William Schneider, Water Resources Manager, whschnedier@santafenm.gov, 955-4203)
Committee Review:
Public Works and Utilities Committee: 03/29/2021
Finance Committee: 4/5/2021
Governing Body: 04/14/2021

g. Request for Approval of a Budget Adjustment Resolution (BAR) to fund Amendment No. 5 with John Shoemaker & Associates, Inc. in the total amount of $93,683. (William Schneider, Water Resources Manager, whschneider@santafenm.gov, 955-4203)
Committee Review:
Public Works and Utilities Committee: 03/29/2021
Finance Committee: 04/05/2021
Governing Body: 04/14/2021

h. Consideration of Memorandum of Agreement (MOA): A partnership between the Santa Fe Public Schools and the Economic Development Department to provide temporary staff. (Janice Krish, Economic Development Specialist: jakrish@santafenm.gov, 505-955-6915; Richard Brown, Director, Community & Economic Development: rdbrown@santafenm.gov, 505-955-6625)
Committee Review:
Public Works and Utilities Committee: 03/29/2021
Finance Committee: 04/05/2021
Governing Body: 04/14/2021

i. Request for Approval of a Budget Amendment Resolution (BAR) in the Amount of $1,800,000 for FY21 to Fund Current Year Allocations from the Affordable Housing Trust Fund to the Recommended Floor of $3 Million Per Year. (Mary McCoy, Finance Director, mtmccoy@santafenm.gov,

955-6171 and Alexandra Ladd, Office of Affordable Housing Director, agladd@santafenm.gov, 955-6346)

COMMITTEE REVIEW:
Finance Committee: 03/22/2021
Public Works & Utilities Committee: 03/29/2021
Governing Body: 03/31/2021

j. Request for Approval of Change Order No. 5 with Bradbury Stamm Construction, Inc. to increase the duration by adding 653 days, no additional funding is being requested. (Michael Dozier, Wastewater Division Director, mldozier@santafenm.gov)
Committee Review:
Public Works and Utilities Committee: 03/29/2021
Finance Committee: 04/05/2021
Governing Body: 04/14/2021

k. Request for Approval of (3) State Capital Outlay Grant Agreements: Project # 20-E2735 for Electric Vehicles & Charging Stations Project # 20-E2740 for Municipal Court HVAC & Roof Repairs Project # 20-E2744 for Construction of Southside Teen & Resource Center. (David Chapman, Grants Administrator, dachapman@santafenm.gov, 955-6824)
Committee Review:
Public Works and Utilities Committee: 03/29/2021
Finance Committee: 04/05/2021
Governing Body: 04/14/2021

l. Request for Approval of a Budget Adjustment Resolution (BAR) for Municipal Court in the Amount of $360,063. (David A. Chapman, Grants Administrator, dachapman@santafenm.gov, 955-6824)
Committee Review:
Public Works and Utilities Committee: 03/29/2021
Finance Committee: 04/05/2021
Governing Body: 04/14/2021

m. Request for Approval of a Budget Adjustment Resolution (BAR) for the Southside Teen & Resource Center in the amount of $3,870,900 (David A. Chapman, Grants Administrator, dachapman@santafenm.gov, 955-6824)
Committee Review:

Public Works and Utilities Committee: 03/29/2021
Finance Committee: 04/05/2021
Governing Body: 04/14/2021

n. CONSIDERATION OF RESOLUTION NO. 2021-____. (Mayor Webber, Councilor Romero-Wirth, Councilor Abeyta, Councilor Garcia, Councilor Vigil Coppler, Councilor Lindell, and Councilor Cassutt-Sanchez)
A Resolution Establishing a Work Plan for Improving Access to Affordable Housing Opportunities for Residents of the City of Santa Fe. (Alexandra Ladd, Office of Affordable Housing Director, agladd@santafenm.gov, 955-6346)

COMMITTEE REVIEW:
Public Works and Utilities Committee: 03/29/21
Governing Body: 03/31/21
Finance Committee: 04/5/21
Quality of Life Committee: 04/7/21
Public Works and Utilities Committee: 4/12/21
Governing Body: 4/28/21

o. Request for Approval of a Budget Adjustment Resolution (BAR) for Electric Vehicles in the amount of $750,000. (David A. Chapman, Grants Administrator, dachapman@santafenm.gov, 955-6824)
Committee Review:
Public Works and Utilities Committee: 03/29/2021
Finance Committee: 04/05/2021
Governing Body: 04/14/2021

p. CONSIDERATION OF BILL NO. 2021-9. An Ordinance Amending Section 11-14.5 SFCC 1987 to Dedicate Half the Sales From Any Sale or Lease of City-Owned Land and Buildings to the Affordable Housing Trust Fund; and Amending Section 26-3.6 to Add the Dedication to the Affordable Housing Trust Fund. (Councilor Lindell, Mayor Webber, and Councilors Abeyta, Romero-Wirth, and Cassutt-Sanchez) (Alexandra Ladd, Office of Affordable Housing Director, agladd@santafenm.gov, 955-6346 and Rich Brown, Community Development Director, rdbrown@santafenm.gov, 955-6625)

COMMITTEE REVIEW:
Public Works and Utilities Committee: 03/29/21

Governing Body (Request to Publish): 03/31/21
Finance Committee: 04/5/21
Quality of Life Committee: 04/7/21
Governing Body (Public Hearing): 04/28/21

q. CONSIDERATION OF BILL NO. 2021-10. An Ordinance Amending Section 18-11.3 SFCC 1987 to Define "Taxable Premises" Consistently with State Statute and to Add a Definition for "Permanent Resident"; Amending Section 18-11.8 to Make it Consistent with State Statute; Amending Section 18-11.17 to Differentiate Between the Occupancy Tax and the Convention Center Fee, and to Dedicate the Occupancy Tax Collected on the Thirty-First Day and Subsequent Days to the Affordable Housing Trust Fund; Amending Section 26-3.6 to Add the Dedication to the Existing List of Dedications to the Affordable Housing Trust Fund; and Making Such Other Changes as are Necessary. (Mayor Webber) (Randy Randall, TOURISM Santa Fe Director: rrandall@santafenm.gov, 955-6209 and Brad Fluetsch, Planning and Investment Officer: bjfleutsch@santafenm.gov, 955-6885)

COMMITTEE REVIEW;
Public Works and Utilities Committee: 03/29/21
Governing Body (Request to Publish): 03/31/21
Finance Committee: 04/5/21
Quality of Life Committee: 04/7/21
Public Works and Utilities Committe: 04/12/21
Governing Body (Public Hearing): 04/28/21

r. CONSIDERATION OF BILL NO. 2021-8: An Ordinance Regarding the Independent Salary Commission; Amending Section 6-19.1 SFCC 1987 to Make Clarifications; Amending Section 6-19.2 SFCC 1987 to Change the Effective Date of the Salary to Align with the Term for Mayor Set Forth in the Santa Fe Election Code, Section 9-1 SFCC 1987, Amending Section 6-19.3 SFCC 1987 to Establish an Application Process and Modify Length of the Commissioners' Terms; and Amending Section 6-19.4 SFCC 1987 to Set the Future Schedule for the Independent Salary Commission. (Councilor Rivera, Councilor Romero-Wirth, and Councilor Lindell) (Erin K. McSherry, City Attorney: ekmcsherry@santafenm.gov, 955-6961)

COMMITTEE REVIEW:
Public Works and Utilities Committee: 3/29/21

Governing Body (request to publish): 3/31/21
Finance Committee: 4/5/21
Public Works and Utilities Committee: 4/12/21
Governing Body (public hearing): 4/28/21

8. **MATTERS FROM STAFF**

9. **MATTERS FROM THE COMMITTEE**

10. **MATTERS FROM THE CHAIR**

11. **NEXT MEETING: Monday, April 12, 2021**

12. **ADJOURN**

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

City of Santa Fe

MINUTES

REGULAR MEETING OF THE PUBLIC WORKS AND UTILITIES COMMITTEE MARCH 08, 2021 AT 5:00 PM VIRTUAL MEETING

1. CALL TO ORDER

Meeting started at 5:02pm

2. ROLL CALL

Members Present:

Councilor Chris Rivera
Councilor Michael Garcia
Councilor Roman Abeyta
Councilor Signe Lindell
Councilor JoAnne Vigil Coppler

Members Excused:

Others Attending:

Jesse Guillen, Legislative Liaison
Regina Wheeler, Public Works Department Director
Shannon Jones, Public Utilities Department Director
Randy Lopez, Attendee
Bill Schneider, Attendee
Nancy Jimenez, Attendee
Mark Baca, Attendee
Noel Correia, Attendee
Carol Romero-Wirth, Attendee
Christine Chavez, Attendee
Renee Villarreal, Attendee
Rich Brown, Attendee
Romella Glorioso-Moss, Attendee
Jennifer Faubion, Attendee

3. APPROVAL OF AGENDA

MOTION: Councilor Vigil Coppler moved, seconded by Councilor Lindell, to approve the agenda as presented.

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

For: Councilor Rivera, Councilor Garcia, Councilor Abeyta, Councilor Lindell, Councilor Vigil Coppler

Against: None

Abstain: None

4. **APPROVAL OF CONSENT AGENDA**

MOTION: Councilor Lindell moved, seconded by Councilor Vigil Coppler, to approve the Consent Agenda as amended.

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

For: Councilor Rivera, Councilor Garcia, Councilor Abeyta, Councilor Lindell, Councilor Vigil Coppler

Against: None

Abstain: None

Councilor Vigil Coppler pulled Items 8d, 8e,and 8f for discussion.
Councilor Lindell pulled items 8m and 8n for discussion.

5. **APPROVAL OF MINUTES**

a. Minutes from the February 22, 2021 Public Works and Utilities Committee.

MOTION: Councilor Garcia moved, seconded by Councilor Lindell, to approve the minutes as presented.

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

For: Councilor Rivera, Councilor Garcia, Councilor Abeyta, Councilor Lindell, Councilor Vigil Coppler

Against: None

Abstain: None

6. **PUBLIC COMMENT**

a. To provide a live comment you must join the Zoom meeting by internet or phone, please e-mail or call Jamie-Rae Diaz, Administrative Manager, Public Utilities, jldiaz@santafenm.gov, 955-4233 by 1:00 p.m. the day of the meeting for the meeting link and/or call in number.

7. **PRESENTATION**

8. **ACTION ITEMS: CONSENT**

a. 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

MOTION: Councilor Lindell moved, seconded by Councilor Vigil Coppler, to approve the budget adjustment resolution (BAR) as presented.

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

For: Councilor Rivera, Councilor Garcia, Councilor Abeyta, Councilor Lindell, Councilor Vigil Coppler

Against: None

Abstain: None

Approved on Consent Agenda to forward to 3/10/2021 Governing Body.

b. 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

MOTION: Councilor Lindell moved, seconded by Councilor Vigil Coppler, to approve the contract amendment as presented.

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

For: Councilor Rivera, Councilor Garcia, Councilor Abeyta, Councilor Lindell, Councilor Vigil Coppler

Against: None

Abstain: None

Approved on Consent Agenda to forward to 3/10/2021 Governing Body.

c. Request for Approval to Replace and Purchase two (2) new units for the Public Utilities Department, Water Division, in the total amount of $85,484.85; Phil Long Ford via the Cooperative Education Services via the Statewide Price Agreement. (Randy Lopez, Transmission and Distribution Supervisor, rjlopez@santafenm.gov, 955-4246)

Committee Review:
Public Works and Utilities Committee: 03/08/21

Finance Committee: 03/22/21
Governing Body: 03/31/21

MOTION: Councilor Lindell moved, seconded by Councilor Vigil Coppler, to approve the purchase as presented.

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

For: Councilor Rivera, Councilor Garcia, Councilor Abeyta, Councilor Lindell, Councilor Vigil Coppler

Against: None

Abstain: None

Approved on Consent Agenda to forward to 3/22/2021 Finance Committee.

d. Consideration of Resolution No. 2021-__: A Resolution Designating the City of Santa Fe, New Mexico as a Bee City USA Affiliate. (Councilor Romero-Wirth, Councilor Jamie Cassutt-Sanchez, Councilor JoAnne Vigil Coppler, and Councilor Signe Lindell) (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

MOTION: Councilor Vigil Coppler moved, seconded by Councilor Abeyta, to approve the resolution as presented.

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

For: Councilor Rivera, Councilor Garcia, Councilor Abeyta, Councilor Lindell, Councilor Vigil Coppler

Against: None

Abstain: None

Item pulled by Councilor Vigil Coppler to add Councilor Vigil Coppler and Councilor Lindell as Co-Sponsors'. Unanimously Approved to forward to 3/09/2021 Water Conservation Committee.

e. Request for Approval of Streetlight Conversion Contract with Public Service Company of New Mexico (PNM) to convert PNM owned street lights in City Limits to LEDs for up to $421,185.00 including NMGRT. (Regina Wheeler, Public Works Director, rawheeler@santafenm.gov, 955-6622)

Committee Review:
Public Works and Utilities Committee: 3/8/21
Finance Committee: 3/22/21
Governing Body: 3/31/21

MOTION: Councilor Vigil Coppler moved, seconded by Councilor Garcia, to approve the contract as presented.

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

For: Councilor Rivera, Councilor Garcia, Councilor Abeyta, Councilor Lindell, Councilor Vigil Coppler

Against: None

Abstain: None

Pulled by Councilor Vigil Coppler for discussion. Unanimously approved to forward to 3/22/2021 Finance Committee.

f. 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

MOTION: Councilor Vigil Coppler moved, seconded by Councilor Garcia, to approve the resolution as presented.

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

For: Councilor Rivera, Councilor Garcia, Councilor Abeyta, Councilor Lindell, Councilor Vigil Coppler

Against: None

Abstain: None

Pulled by Councilor Vigil Coppler for Discussion. Unanimously approved to forward to 3/10/2010 Governing Body.

g. Request for Approval of a Cooperative Funding Agreement (CFA) with the US Bureau of Reclamation (USBR) for Environmental Permitting Services in support of the San Juan Chama Return Flow Pipeline Project. Contract No. 20-WC-40-866 will provide technical expertise for the City and USBR to complete the Environmental Assessment under the National Environmental Policy Act (NEPA) guidelines. (William Schneider, Water Resources Coordinator, whschneider@santafenm.gov, 955-4203)

Committee Review:
Public Works and Utilities Committee: 03/08/2021
Finance Committee: 3/22/2021
Governing Body: 3/31/2021

MOTION: Councilor Lindell moved, seconded by Councilor Vigil Coppler, to approve the contract as presented.

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

For: Councilor Rivera, Councilor Garcia, Councilor Abeyta, Councilor Lindell, Councilor Vigil Coppler

Against: None

Abstain: None

Approved on Consent Agenda to forward to 3/22/2021 Finance Committee.

h. 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

MOTION: Councilor Lindell moved, seconded by Councilor Vigil Coppler, to approve the budget adjustment resolution (BAR) as presented.

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

For: Councilor Rivera, Councilor Garcia, Councilor Abeyta, Councilor Lindell, Councilor Vigil Coppler

Against: None

Abstain: None

Approved on Consent Agenda to forward to 3/10/2021 Governing Body.

i. 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

Approved on Consent Agenda to forward to 3/10/2021 Governing Body.

MOTION: Councilor Lindell moved, seconded by Councilor Vigil Coppler, to approve the contract as presented.

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

For: Councilor Rivera, Councilor Garcia, Councilor Abeyta, Councilor Lindell, Councilor Vigil Coppler

Against: None

Abstain: None

j. 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

Approved on Consent Agenda to forward to 3/10/201 Governing Body.

MOTION: Councilor Lindell moved, seconded by Councilor Vigil Coppler, to approve the budget adjustment resolution (BAR) as presented.

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

For: Councilor Rivera, Councilor Garcia, Councilor Abeyta, Councilor Lindell, Councilor Vigil Coppler

Against: None

Abstain: None

k. 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

MOTION: Councilor Rivera moved, seconded by Councilor Abeyta, to approve the resolution as amended.

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

For: Councilor Rivera, Councilor Abeyta, Councilor Vigil Coppler

Against: None

Abstain: None

Item pulled by Councilor Vigil Coppler for Discussion. Approved as amended to forward to 3/10/2021 Governing Body.

l. Request for Approval of Amendment No. 2 to PSA # 19-0234 with Carollo Engineers, Inc. for Environmental Permitting Services in Support of the San Juan Chama Return Flow Pipeline Project. (Bill Schneider, Water Resources Coordinator, whschneider@santafenm.gov, 955-4203)
Committee Review:

Public Works and Utilities Committee: 03/08/2021
Finance Committee: 03/22/2021
Governing Body: 03/31/2021

MOTION: Councilor Lindell moved, seconded by Councilor Vigil Coppler, to approve the contract amendment as presented.

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

For: Councilor Rivera, Councilor Garcia, Councilor Abeyta, Councilor Lindell, Councilor Vigil Coppler

Against: None

Abstain: None

Approved on Consent Agenda to forward to 3/22/2021 Finance Committee.

m. Request for Approval for Amendment No.4 to Advanced Utility System's Contract to continue the upgrade of the Utility Billing Division Billing System in the amount of $1,048,402 excluding NMGRT.(Nancy Jimenez, Utility Billing Division Director, nljimenez@santafenm.gov, 955-4364)

Committee Review:

Public Works and Utilities Committee: 03/08/2021
Finance Committee: 03/22/2021
Governing Body: 03/31/2021

Pulled by Councilor Lindell for discussion.Unaminously Approved to forward to 3/22/2021.

MOTION: Councilor Lindell moved, seconded by Councilor Vigil Coppler, to approve the contract amendment as presented.

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

For: Councilor Rivera, Councilor Garcia, Councilor Abeyta, Councilor Lindell, Councilor Vigil Coppler

Against: None

Abstain: None

n. Request for Approval of a Budget Adjustment Resolution (BAR) to fund the Advanced Utility's System through FY20/21 in the total amount of $325,313. (Nancy Jimenez, Utility Billing Division Director, nljimenez@santafenm.gov, 955-4364)

Committee Review:
Public Works and Utilities Committee: 03/08/2021
Finance Committee: 03/22/2021
Governing Body: 03/31/2021

MOTION: Councilor Lindell moved, seconded by Councilor Vigil Coppler, to approve the budget adjustment resolution (BAR) as presented.

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

For: Councilor Rivera, Councilor Garcia, Councilor Abeyta, Councilor Lindell, Councilor Vigil Coppler

Against: None

Abstain: None

Pulled by Councilor Lindell. Unanimously Approved to forward to 3/22/2021 Finance Committee.

9. **ACTION ITEMS: DISCUSSION**

10. **EXECUTIVE SESSION**

11. **MATTERS FROM STAFF**

Director Wheeler notified the Committee of Project Administrator Anson Rane will be leaving in a month and Sam Burrnet will be taking over the teen center, Regina also provided a brief update on the Solar Project going to the 3/10/2021 Governing Body.

12. **MATTERS FROM THE COMMITTEE**

Councilor Vigil Coppler thanked Director Wheeler and those involved in trying to improve things, after meeting with an HOA and a Neighborhood Association meeting that required action that resided in the Public Works side, Regina's staff did a very good job responding to it . Councilor Lindell wanted to thank Regina on the street lights and a thanks to Nancy Jimenez on her cooperation on working with Vital Spaces that helped raise $80,000 to help people pay Utility Bills.

13. **MATTERS FROM THE CHAIR**

14. **NEXT MEETING: March 29 2021**

15. **ADJOURN**

End time 6:16pm.

_____ _____

Liaison Chair

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 03/22/21
FOR CITY COUNCIL MEETING OF 03/31/21

I) Request for Approval of Amendment #3 to NMDOT Funding Agreement, CN S100460 (Munis Contract No. 3200847) extending termination date from April 30, 2021 to September 15, 2021 for CIP 801B Reconstruction of Guadalupe St. from Agua Fria to Paseo De Peralta. (Romella Glorioso-Moss, PW Project Administrator, rsglorioso-moss@santafenm.gov, 955-6623)

Committee Review:
Finance Committee: 03/22/2021
Public Works & Public Utilities Committee: 03/29/2021
Governing Body: 03/31/2021

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		

APPENDIX B

City of Santa Fe, New Mexico
memo

Date: **February 25, 2021**

To: **Fran Dunaway, Chief Procurement Officer**

Via: _____
Regina Wheeler, Public Works Department Director
Javier Rosado, PE, Public Works Engineering Division Director JRM

From: Romella Glorioso-Moss, AICP, Public Works Projects Administrator RGM

Subject: **Exemption Determination Request 13-1-98 A**

Public Works – Roadway and Trails
Department 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: $ 967,200

Term: 09/15/2021

Approved Exemption
Fran Dunaway
Fran Dunaway (Mar 9, 2021 09:34 MST)
Fran Dunaway, Chief Procurement Officer

City of Santa Fe New Mexico
Memorandum

Date: February 25, 2021

To: Governing Body
Finance Committee
Public Works and Utilities Committee

Via: _____
Regina Wheeler, Public Works Department Director
Javier Rosado, Public Works - Engineering Division Director JRM

From: Romella Glorioso-Moss, Public Works Projects Administrator RGM

RE: Guadalupe St. Reconstruction Project Cooperative Agreement Amendment #3

ITEM AND ISSUE:
Request for Approval of Amendment #3 to NMDOT Funding Agreement, CN S100460 (Munis Contract No. 3200847) extending termination date from April 30, 2021 to September 15, 2021 for CIP 801B – Reconstruction of Guadalupe St. from Agua Fria to Paseo De Peralta.

BACKGROUND AND SUMMARY:
The City received funding from NMDOT for engineering design and ROW acquisition for reconstructing the Guadalupe St. from Agua Fria to Paseo de Peralta (0.679 mi). This road diet, which will reduce the number of lanes on Guadalupe St. from 4 to 3 will free up space to be used for constructing ADA compliant sidewalks, adding dedicated bicycle lanes, improving storm water drainage and intersection geometrics. Also included is the updates of the signalization systems at the intersections of Catron, San Francisco, Paseo de Peralta and West Alameda. Road diets are found to reduce overall crash frequency by 19% to 43%, with the higher crash reductions occurring in small urban areas than in metropolitan areas.

The current design funding contract in the amount of $967,200 is expiring on April 30, 2021. However, following the 90% submittal reviewed by NMDOT on January 6, 2021 it became quite obvious that ROW needed to be acquired to reconstruct the Guadalupe St., a total of 10 parcels, cannot be acquired in time. Therefore, Public Works applied for contract extension to September 15, 2021 which NMDOT granted, and needs Governing Body's approval (Appendix A).

Construction of this project is expected to begin in the fall of 2021.

ACTION REQUESTED:

Approval of Amendment #3 to Cooperative Project Agreement (CN S100460) with NMDOT extending the termination date from April 30, 2021 to September 15, 2021.

ATTACHMENTS:

Appendix A – Amendment No. 3 Cooperative Project Agreement – Design Work
Appendix B – Exemption Determination Request 13-1-98 A
Appendix C – Summary of Contracts
Appendix D – Procurement Checklist

Contract No.:	
Vendor No.:	**0000054360**
Control No.:	**S100460**
CFDA No:	**20.205- Highway Planning & Construction**

THIRD AMENDMENT TO
COOPERATIVE PROJECT AGREEMENT – DESIGN WORK

This **Third Amendment** is to the Cooperative Project Agreement entered into between the New Mexico Department of Transportation (Department) and City of Santa Fe (Local Agency). . This Amendment is effective as of the date of the last party to sign on the signature page.

RECITALS

Whereas, the Department and the Local Agency entered into an Agreement, Contract No. D15509, on 03/23/2017; and,

Whereas, Section 12 allows for modification of the Agreement by an instrument in writing executed by the parties; and,

Whereas, the Department and the Local Agency want to extend the term of the Agreement to allow for Project completion; and,

Whereas, the parties agree to modify this Agreement.

Now, therefore, the Department and the Local Agency agree as follows:

1. **Section 19, Term**, is deleted and replaced with the following:

> **19. Term.**
> This Agreement is effective on **03/23/2017**. This Agreement terminates on **09/15/2021**. 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. Upon termination, neither party shall have any obligation after said date except as stated in Sections 7 and 16 above.

2. Exhibit A is deleted and replaced with the attached Exhibit A.

All other obligations set forth in the Original Agreement shall remain in full force and effect unless expressly amended or modified by this Third Amendment.

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: Judith C Gagnier Date: Feb 12, 2021
Assistant General Counsel

City of Santa Fe

By: _____ Date: _____

ATTEST

By: _____ Date: _____
CITY OF SANTA FE Clerk

Approved as to form and legal sufficiency by the City's Attorney

By: Marcos Martinez Date: Feb 19, 2021
Marcos Martinez (Feb 19, 2021 15:41 MST)
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 9/15/2021 (End Date).**
(vi) Amount of Federal Funds Obligated by this action by the pass-through entity to the Public Entity;	**$851,000**
(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**

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: NMDOT

Procurement Title: Third Amendment to Cooperative Project Agreement - Design Work

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 — Projects Administrator — 02/25/2021

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

Fran Dunaway (Mar 9, 2021 09:34 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 # **3200847**

Contractor: **NMDOT Cooperative Project Agreement, CN S100460 - Design Work**

Description: **S100460/CIP 801B – Reconstruction of Guadalupe St. from Agua Fria to Paseo De Peralta. Road diet, reducing 4 lanes to 3 to add ADA sidewalks, bike lanes, improve signalization.**

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ☉

Term Start Date: **03/23/2017** Term End Date: **04/30/2021**

☑ Approved by Council Date: **8/23/2019**

Contract / Lease:

Amendment # **3** to the Original Contract / Lease # **D15509**

Increase/(Decrease) Amount $ _____

Extend Termination Date to: **September 15, 2021**

☑ Approved by Council Date: **Pending**

Amendment is for:

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

Original Contract Amount: $375,000.00 Contract # D155509 Termination Date: 09/30/2019
Amendment #1: Amount: $52,200.00 Termination Date: 10/16/2020
Reason: Additional funding and extension of termination date.
Amendment #2: Amount: $540,000 Termination Date: 04/30/2021
Reason: Additional funding for ROW and design and extension of termination date.
Amendment #3: Amount: 0 Termination Date: 09/15/2021 to complete ROW acquisition

3. **Procurement History:** _____

Fran Dunaway (Mar 9, 2021 09:34 MST) Mar 9, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: Exempt pursuant to NMSA 1978 13-1-98 A.

4. **Funding Source:** **3309980 Project ST18330AS** **Org / Object:** **3309980.490150/572960**

Alexis Lotero (Mar 9, 2021 15:00 MST) Mar 9, 2021 **572940**

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: _____

ITEM # 19-0186

Contract Number D1550971
Vendor Number 0000054360
Control Number S100460

1ST AMENDMENT TO COOPERATIVE PROJECT AGREEMENT

This Amendment is made and entered into this 12th day of April, 2019, by and between the New Mexico Department of Transportation (Department) and the City of Santa Fe (Public Entity), collectively referred to as the "Parties."

RECITALS

Whereas, the Department and the City entered into a Design Cooperative Project Agreement on March 23, 2017, attached as Exhibit "A" and made part of this Amendment; and,

Whereas, page 11, Section 22, of the Agreement allows both parties to make alterations and revisions to the said Agreement; and,

Whereas, it has become necessary to amend the Agreement to add additional FY2019 CMAQ funding and extend the termination date from September 30, 2019 to October 16, 2020; and,

Whereas, the Department and the Public Entity agree that the original agreement be amended.

In consideration of the covenants contained herein and pursuant to NMSA 1978, Section 67-3-28, and the Parties agree as follows:

1. Page 1, Section Two, Paragraph (a), delete in its entirety and insert the following:

   a. The total funding for Project Control No. S100460, is Four Hundred Twenty Seven Thousand Two Hundred and zero cents ($427,200) which will be shared by the Parties as follows:
      1. **FFY 2017 CONGESTION MITIGATION/AIR QUALITY-MAND (CMAQ) Funds Department's 85.44% share** $277,680
         Design for The proposed project identified throuhg RSA is the following: Lane reduction, Pedestrian improvement, Bicycle improvcmcnts, signalized intersections improvements, lighting, drainage accomidatons and new signing and striping. (Description as per STIP database, this agreement only pertains to the design portion of Project Control No. S100460.)
      2. **City's matching 14.56% share** $47,320
         For the purpose stated above.
      3. **FFY 2017 CONGESTION MITIGATION/AIR QUALITY-MAND (CMAQ) Funds Department's 85.44% share** $42,720
         ROW for the proposed project identifed through the RSA is the following: Lane reduction, pedestrian improvement, bicycle improvements, signalized intersections improvements, lighting , drainage accomidations, new signing and striping. On Route FL4777 on Guadalupe street reconstruciton "road diet" from Agua Fria street to Paseo De Peralta. (Description as per STIP database, this agreement only pertains to the design portion of Project Control No. S100460.)

4. **City's matching 14.56% share** $7,280
   For the purpose stated above.
5. **FFY 2019 CONGESTION MITIGATION/AIR QUALITY-MAND (CMAQ) Funds Department's 85.44% share** $44,600
   Design for The proposed project identified throuhg RSA is the following: Lane reduction, Pedestrian improvement, Bicycle improvements, signalized intersections improvements, lighting, drainage accomidatons and new signing and striping. (Description as per STIP database, this agreement only pertains to the design portion of Project Control No. S100460.)
6. **City's matching 14.56% share** $7,600
   For the purpose stated above.

7. **The Total Project Funding** **$427,200**

b. Attached as Exhibit A is a table of data on funding as required by 2 CFR 200.331
c. The Public Entity shall pay all Project costs that exceed the total funding amount specified in this section.

2. Page 10, Section 19, delete in its entirety and insert the following:

19. Term.
This Agreement is effective on March 23, 2017. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement shall terminate on **October 16, 2020**. In the event a contract term extension is needed, the Public Entity shall provide written notice to the Department Region T/LPA Coordinator sixty (60) days prior to the expiration date to ensure timely processing of an Amendment. Upon termination, neither party shall have any obligation after said date except as stated in Sections 7 and 16 above.

Except for the above amendments the original Cooperative Project Agreement shall remain in full force and effect unless expressly amended or modified by this 1st Amendment.

In witness whereof, the Parties have set their hands and seal the day and year set forth below.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____ Date: 4/12/19
~~Deputy~~ Secretary or Designee
Programs & Infrastructure

REVIEWED AND APPROVED AS TO FORM AND LEGAL SUFFICIENCY BY THE DEPARTMENT'S OFFICE OF GENERAL COUNSEL

By: _____ Date: 12-26-18
Assistant General Counsel

CITY OF SANTA FE

By: _____ Date: 3/25/19
Mayor

ATTEST

By: _____ Date: 3-26-19
City Clerk
cc mtg. 3/13/2019

APPROVED AS TO FORM BY THE CITY ATTORNEY

By: _____ Date: 1/16/19
City Attorney

CITY OF SANTA FE contd.:

Mary McCoy

MARY MCCOY, FINANCE DIRECTOR

3

32827.572960

Business Unit / Line Item

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(Design) Period of Performance Start and End Date;	**Please see date on approved Federal Highway form thru 10/16/2020 (End date).**
(vi) Amount of Federal Funds Obligated by this action by the pass-through entity to the Public Entity;	**$365,000**
(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**

ITEM # 19-0719

Contract Number D15509/2
Vendor Number **0000054360**
Control Number **S100460**

2nd AMENDMENT TO COOPERATIVE PROJECT AGREEMENT

This Amendment is made and entered into this 30th day of September, 2019, by and between the New Mexico Department of Transportation (Department) and the City of Santa Fe (Public Entity), collectively referred to as the "Parties."

RECITALS

Whereas, the Department and the City of Santa Fe entered into a Design Cooperative Project Agreement on March 23, 2017, attached as Exhibit "A" and made part of this Amendment; and,

Whereas, page 11, Section 22, of the Agreement allows both parties to make alterations and revisions to the said Agreement; and,

Whereas, it has become necessary to amend the Agreement to add additional FY2019 HSIP funding; and,

Whereas, it has become necessary to amend the Agreement and extend the termination date from October 16, 2020 to April 30, 2021; and,

Whereas, the Department and the Public Entity agree that the original agreement be amended.

In consideration of the covenants contained herein and pursuant to NMSA 1978, Section 67-3-28, and the Parties agree as follows:

1. Page 1, Section 2, Paragraph (a), delete in its entirety and insert the following:

   a. The total funding for Project Control No. S100460, is Nine Hundred Sixty Seven Thousand Two Hundred and zero cents ($967,200) which will be shared by the Parties as follows:
      1. **FFY 2017 CONGESTION MITIGATION/AIR QUALITY-MAND (CMAQ) Funds Department's 85.44% share** $277,680
         Design for the proposed project identified through RSA is the following: Lane reduction, pedestrian improvement, bicycle improvements, signalized intersections improvements, lighting, drainage accommodations, new signing, and striping. (Description as per STIP database, this agreement only pertains to the design portion of Project Control No. S100460.)
      2. **City's matching 14.56% share** $47,320
         For the purpose stated above.
      3. **FFY 2017 CONGESTION MITIGATION/AIR QUALITY-MAND (CMAQ) Funds Department's 85.44% share** $42,720
         ROW for the proposed project identifed through the RSA is the following: Lane reduction, pedestrian improvement, bicycle improvements, signalized intersections improvements, lighting , drainage accommodations, new signing, and striping.

(Description as per STIP database, this agreement only pertains to the design portion of Project Control No. S100460.)

4. **City's matching 14.56% share** $7,280
   For the purpose stated above.
5. **FFY 2019 CONGESTION MITIGATION/AIR QUALITY-MAND (CMAQ) Funds Department's 85.44% share** $44,600
   Design for the proposed project identified through RSA is the following: Lane reduction, pedestrian improvement, bicycle improvements, signalized intersections improvements, lighting, drainage accommodations, new signing, and striping. (Description as per STIP database, this agreement only pertains to the design portion of Project Control No. S100460.)
6. **City's matching 14.56% share** $7,600
   For the purpose stated above.
7. **FFY 2019 HIGHWAY SAFETY IMPROVEMENT PRGORAM (HSIP) Funds Department's 90.00% share** $153,000
   Design for the proposed project identified through RSA is the following: Lane reduction, pedestrian improvement, bicycle improvements, signalized intersections improvements, lighting, drainage accommodations, new signing, and striping. (Description as per STIP database, this agreement only pertains to the design portion of Project Control No. S100460.)
8. **State's matching 10.00% share** $17,000
   For the purpose stated above.
9. **FFY 2019 HIGHWAY SAFETY IMPROVEMENT PRGORAM (HSIP) Funds Department's 90.00% share** $333,000
   ROW for the proposed project identified through RSA is the following: Lane reduction, pedestrian improvement, bicycle improvements, signalized intersections improvements, lighting, drainage accommodations, new signing, and striping. (Description as per STIP database, this agreement only pertains to the design portion of Project Control No. S100460.)
10. **State's matching 10.00% share** $37,000
    For the purpose stated above.
11. **The Total Project Funding** **$967,200**

2. Page 10, Section 19, delete in its entirety and insert the following:

19. Term.

This Agreement is effective on March 23, 2017. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement shall terminate on **April 30, 2021**. In the event a contract term extension is needed, the Public Entity shall provide written notice to the Department Region T/LPA Coordinator sixty (60) days prior to the expiration date to ensure timely processing of an Amendment. Upon termination, neither party shall have any obligation after said date except as stated in Sections 7 and 16 above.

3. Exhibit A of the original agreement is deleted and replaced with the attached Exhibit A.

Except for the above amendments the original Cooperative Project Agreement shall remain in full force and effect unless expressly amended or modified by this 2nd Amendment.

In witness whereof, the Parties have set their hands and seal the day and year set forth below.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____ Date: 8/30/19
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: Cynthia A Clint Date: 8-2-19
Assistant General Counsel

CITY OF SANTA FE

By: _____ Date: 9/5/19
Mayor

ATTEST

By: Yolanda Y. Vigil Date: 9-12-19
City of Santa Fe Clerk
CC Mtg. - 8-28-19

Approved as to form and legal sufficiency by the City's Attorney

By: _____ Date: 8/14/19
City of Santa Fe Attorney

CITY OF SANTA FE contd:

MARY MCCOY, FINANCE DIRECTOR

3309980.490150, 3309980.572960, 3309980.572940,
Project ST18330AS
Business Unit/Line Item

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(Design) Period of Performance Start and End Date;	Please see date on approved Federal Highway form thru 4/30/2021 (End date).
(vi) Amount of Federal Funds Obligated by this action by the pass-through entity to the Public Entity;	$851,000
(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

GB PW AMENDMENT 3 TO NMDOT FUNDING AGREEMENT CNS100460

Final Audit Report 2021-03-10

Created:	2021-03-04
By:	Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAF7LmGR-1f_m-HWvG4rs_kXoXxiLuI_CN

"GB PW AMENDMENT 3 TO NMDOT FUNDING AGREEMENT CNS100460" History

Document created by Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
2021-03-04 - 8:53:06 PM GMT- IP address: 63.232.20.2

Document emailed to Alexis Lotero (aclotero@santafenm.gov) for signature
2021-03-04 - 8:56:49 PM GMT

Email viewed by Alexis Lotero (aclotero@santafenm.gov)
2021-03-09 - 9:57:51 PM GMT- IP address: 104.47.64.254

Document e-signed by Alexis Lotero (aclotero@santafenm.gov)
Signature Date: 2021-03-09 - 10:00:24 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Fran Dunaway (fadunaway@santafenm.gov) for signature
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ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 03/22/21
FOR CITY COUNCIL MEETING OF 03/31/21

b) Request for Approval of Budget Adjustment in the Amount of $290,000 from General Fund Reserves to Parks Service Contracts (1004150. 510310) (Melissa McDonald, Acting Parks Division Director, mamcdonald@santafenm.gov, 955-6840)

Committee Review:
Finance Committee: 03//22/2021
Public Works/PUC: 3/29/2021
Governing Body: 03/31/2021

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		

City of Santa Fe, New Mexico

memo

DATE: March 15, 2021

TO: Finance Committee/Public Works/ City Council

FROM: _____

Regina Wheeler, Public Works Department Director

Melissa A. McDonald, Acting Parks Division Director mm

SUBJECT: Budget Adjustment Request to increase the Parks Division FY 2021 budget

---

Item and Action: Approval of Budget Adjustment Request in the amount of $290,000 from General Fund Reserves to Parks Service Contracts (1004150. 510310).

Background: With the recent acceleration of reopening and additional retirements and departures from the Parks Division in the last month, we are in immediate need of additional funds to address operational needs associated with weed and litter management in medians, sidewalks and parks; parkland and sports-field upkeep; and tree pruning, removal and replacement. It is essential that weeds be manually removed or cut back during the months of April, May, and June prior to weed seed formation. Additionally, we have a number of dead and dangerous trees that need removal and pruning to protect public safety. Vacant positions are being advertised and filled as quickly as possible and Parks staff are being asked to work overtime to the maximum extent possible. These professional services to supplement the work of the bargaining unit due to lack of capacity, expertise or specialized equipment are needed immediately to meet constituent demands and expectations. Notice of the potential need to utilize these professional services was provided to AFSCME on February 16, 2021.

2021 Operational Needs	Funding Request	Description
Weed Prevention Plan	$200,000	Contract support for weed removal within medians, rights-of-way, parkland and the replacement of gravel, bark, weed barrier, etc..
Ball Fields	$10,000	Repairs to dugout fencing/gates
Litter/biohazard clean up	$40,000	Contract services to pick up litter, encampments, illegal dumping in parks, trails, and open space
Large tree pruning, removal, and replacement	$40,000	City-wide tree pruning/replacement in parks/open spaces
	$290,000	

Attached:
Budget Adjustment Request

Log # *{Finance use only}*:	
Journal # *{Finance use only}*:	

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

DEPARTMENT / DIVISION NAME	DATE
Public Works / Parks, Trails & Watershed	3/18/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Parks Division - Service Contracts	1004150	510310		290,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
General Fund GRT Revenue (State-Shared)	1000001	412100		(290,000)	
				$ -	$ -

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

One-time allocation of additional General Fund GRT revenue anticipated to come in above budget estimates in order to support contracted weed control and medians maintenance (see attached memo)

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

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

Andy Hopkins — 3/18/2021
Prepared By *{print name}* — Date

Melissa A. McDonald
Melissa A. McDonald (Mar 20, 2021 14:28 MDT)
Division Director Signature *{optional}* — Date

Regina Wheeler (Mar 22, 2021 14:53 MDT)
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 (Mar 22, 2021 15:15 MDT)
Budget Officer — Date

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

N/A
City Manager *{≤ $60,000}* — Date

BAR_Parks-memo and BAR for Parks Division

Final Audit Report 2021-03-15

Created:	2021-03-15
By:	DeAlva Calabaza (dxcalabaza@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA7-0mgTHAI_5EcjwIyCkzRYIOIioAwaSe

"BAR_Parks-memo and BAR for Parks Division" History

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Agreement completed.
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City of Santa Fe, New Mexico
Memorandum

DATE: **March 22, 2021**

TO: **Governing Body**

VIA: **Regina Wheeler, Public Works Department Director** RW

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

ITEM AND ACTION:
Request for the Approval of Amendment #10 to the Santa Fe Railyard Community Corporation's Amended and Restated Lease and Management Agreement, which will increase the existing rent deferral for FY21 from $100,000 to $500,000, with deferred amounts to be repaid from FY22 to FY24; Sam Burnett, Public Works Property Maintenance Manager, jsburnett@santafenm.gov, 505-955-5933

SUMMARY:
The Lease and Management Agreement with Santa Fe Railyard Community Corporation ("SFRCC") was entered into in February 2002 and amended 8 times through 2010. In 2011 City Staff (City Manager, Public Works Director, Economic and Community Development Director, Assistant City Attorney, Property Maintenance Manager) and SFRCC negotiated a new Amended and Restated Lease & Management Agreement which has been amended 9 times to date. The Amended and Restated Lease & Management Agreement expires in 2030. By the end of the Agreement, SFRCC will have repaid the entire amount of the infrastructure bonds, 30% of the original land acquisition costs, all the rent deferrals and 100% of the cinema parking total.

The Santa Fe Railyard Community Corporation is requesting approval of Amendment No. 10 to the Amended and Restated Lease and Management Agreement ("L&M Agreement") to increase the current $100,000 rent deferral to $500,000 for fiscal year 2020/21. The additional proposed deferral of $400,000 will be fully repaid by SFRCC between FY 2021/22 and FY 2023/24. SFRCC is requesting this deferral (not abatement) of rent in order to meet its current and future financial rent obligations to the City.

Reasons for the request include the default of the previous tenant in the Santa Fe Clay building, the default of the developer of an apartment project in the Baca area, and COVID-19 related delays in the sale of the Santa Fe Clay and the 1614 Paseo de Peralta building. While both the Santa Fe Clay building parcel and the apartment parcel are now leased, the cash flow shortfalls had a significant negative impact on SFRCC's ability to pay 100% of its FY 20/21 rent obligation to the City. Progress on other lease transactions were also delayed by approximately a year due to the pandemic's unknown impact on commercial real estate development.

In January 2021, SFRCC repaid the $492,611 which the City deferred in FY20, but SFRCC does not have the funds to pay the entire $934,801 due to the City on April 30, 2021. If the $400,000 deferral is approved, SFRCC would pay the City $534,801 on April 30, 2021.

If this Amendment No. #10 is approved, no further deferrals are scheduled in the L&M Agreement rent payment schedule.

Attachments:

Lease and Management Agreement Amendment #10
Lease and Management Agreement Amendments #1 - #9
SFRCC Rent Schedule – Exhibit A
SFRCC's Request Letter (November 17, 2020 and January 28, 2021)

CITY OF SANTA FE
AMENDMENT# 10
TO
AMENDED AND RESTATED RAILYARD LEASE AND MANAGEMENT AGREEMENT

This Amendment No. 10 (the "Amendment") to the City of Santa Fe Amended and Restated Railyard Lease and Management Agreement dated April 30, 2011, as amended by Amendment #1 dated May 18, 2012, Amendment #2 dated April 30, 2013, and Amendment #3 dated May 31, 2013, Amendment #4 dated June 1, 2013, Amendment #5 dated September 1, 2015, Amendment #6 dated December 1, 2015, Amendment #7 dated March 31, 2016, Amendment #8 dated April 1, 2020 and Amendment #9 dated May 1, 2020 (the "Agreement") between the CITY OF SANTA FE, New Mexico ("City") and SANTA FE RAILYARD COMMUNITY CORPORATION, a New Mexico non-profit corporation ("Non-profit") shall be effective on April 30, 2021.

RECITALS:

A. The City and the Non-profit are parties to the Agreement under which the Non-profit undertakes management of the "Leasehold Premises" within the "Santa Fe Railyard," as defined in the Amended and Restated Lease and Management Agreement.

B. The parties wish to defer a portion of the Fair Value Compensation due on April 30, 2021, from the Non-profit to the City and to include the repayment of this deferral on **Exhibit B**.

AMENDMENT:

Pursuant to Article 8.01 of the Agreement, and for the good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Non-profit agree that the Agreement is amended as follows:

1. Add the following as Section 4.01.7 of the Agreement:

   The Parties agree to increase the deferral for fiscal year 20/21 shown on **Exhibit B** dated May 1, 2020 from $100,000 to $500,000 as shown on **Exhibit B** dated April 30, 2021. The $100,000 deferrals for fiscal years 21/22 and 22/23 will be deleted from **Exhibit B**. The Rent due to the City from the Non-profit is increased by $200,000 for fiscal year 23/24.

2. Delete in its entirety **Exhibit B** entitled "Rent Schedule" dated May 1, 2020 and replace with the enclosed **Exhibit B** entitled "Rent Schedule" dated April 30**,** 2021.

Except as specifically provided in this Amendment #10, the Agreement shall remain in full force and effect, in accordance with its term.

IN WITNESS WHEREOF, the parties have executed this Amendment #10 as of the dates set out below,

Non-profit:

SANTA FE RAILYARD COMMUNITY CORPORATION

By_____

Printed Name_____

Its_____

CRS # 02-481098003
City of Santa Fe Business
License Registration# 0397164

Approved as to form:

_____
Erin K. McSherry, City Attorney

City:

CITY OF SANTA FE

By_____
Alan Webber, Mayor

Attest:

_____
Kristine Bustos-Mihelcic, City Clerk

Approved as to finance:

_____
Mary T. McCoy, Finance Director

ACKNOWLEDGEMENTS ON FOLLOWING PAGE

STATE OF NEW MEXICO)
)§
COUNTY OF SANTA FE)

The foregoing instrument was acknowledged before me on _____, by Alan Webber, Mayor of City of Santa Fe, a New Mexico municipal corporation, on its behalf.

_____
Notary Public

My commission expires:

STATE OF NEW MEXICO)
)§
COUNTY OF SANTA FE)

The foregoing instrument was acknowledged before me on _____, by Steven Robinson, the Board President of Santa Fe Railyard Community Corporation, a New Mexico non-profit corporation, on its behalf.

_____
Notary Public

My commission expires:

Exhibit B - Rent Schedule - April 30, 2021

2/11/2021
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	ACTUALS																PROJECTED									GRAND TOTALS
	FY2002-05	FY2005-06	FY2006/07	FY2007/08	FY2008/09	FY2009/10	FY2010/11	FY2011/12	FY2012/13	FY2013/14	FY2014/15	FY2015/16	FY2016/17	FY2017/18	FY2018/19	FY2019/20	FY2020/21	FY2021/22	FY2022/23	FY2023/24	FY2024/25	FY2025/26	FY2026/27	FY2027/28	FY2028/29	
FAIR VALUE COMPENSATION																										
Non-profits share of the City of Santa Fe Land Debt acquisition costs	1,183,724	452,547	453,221	453,579	452,582	454,430																				3,450,083
NMFA Loan - Infrastr Phase I (8) ($579,025) per City of SF Schedule	0	0	0	222,527	219,337	212,544	142,250	53,098	53,115	52,817	52,821	52,825	52,828	52,833	52,838	52,843	52,849	52,855	52,860	52,867	0	0	0	0	0	1,484,107
NMFA Loan - Infrastr Phase II (15B) $892,227*term ends May 2026 and concurs with City SF Schedule*	0	0	0	0	0	0	239,827	85,150	85,155	85,161	85,166	85,172	85,179	85,185	85,193	85,201	85,209	85,218	85,228	85,239	85,250	85,261	0	0	0	1,517,792
Refinance (2010B) $10,490,000 term ends May 2026 and concurs with City of SF Schedule	0	0	0	0	0	0	463,688	705,000	705,400	1,071,000	1,070,500	1,069,900	1,071,650	1,066,650	1,070,150	1,071,650	1,071,150	1,068,650	1,069,150	1,067,400	638,200	639,600	0	0	0	14,919,738
SUB-TOTAL	**1,183,724**	**452,547**	**453,221**	**676,106**	**671,919**	**666,974**	**845,765**	**843,248**	**843,670**	**1,208,977**	**1,208,486**	**1,207,897**	**1,209,657**	**1,204,668**	**1,208,181**	**1,209,694**	**1,209,208**	**1,206,723**	**1,207,238**	**1,205,505**	**723,450**	**724,861**	**0**	**0**	**0**	21,371,720
Negotiated City of Santa Fe land debt acquisition deferrals totaling $769K for FY 2002/03 to 2009/10	(30,000)	(276,000)	(180,000)	(60,175)	(121,000)	(102,000)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	(769,175)
Repayment by the Non-profit of the land acquisition debt deferrals above totaling $769K	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	469,175	300,000	0	0	0	769,175
Debt Deferrals provided by the City of Santa Fe for FY 2010/11 to 2020/21	0	0	0	0	0	0	**(133,441)**	**(300,000)**	**(300,000)**	**(650,000)**	**(650,000)**	**(400,000)**	**(600,000)**	**(350,000)**	**(200,000)**	**(200,000)**	**(500,000)**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	(4,283,441)
Repayment by the Non-profit of deferrals granted by the City from FY 2010/11 to 2020/21	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	200,000	200,000	500,000	950,000	1,300,000	1,133,441	4,283,441
Repayment by the Non-profit of the deferral resulting from Covid-19 pandemic	0	0	0	0	0	0	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**(492,611)**	**492,611**	0	0	0	0	0	0	0	0	**0**
TOTAL ANNUAL RENT PAYMENTS	**1,153,724**	**176,547**	**273,221**	**615,931**	**550,919**	**564,974**	**712,324**	**543,248**	**543,670**	**558,977**	**558,486**	**807,897**	**609,657**	**854,668**	**1,008,181**	**517,083**	**1,201,819**	**1,206,723**	**1,207,238**	**1,405,505**	**1,392,625**	**1,524,861**	**950,000**	**1,300,000**	**1,133,441**	**21,371,720**

NOTES

1. In addition to the deferrals specified above, the following credits are applied to the Rent payable by the Non-profit to the City:
   A. Ground rent and CAM rent for City's portion of the condominium interest in the Market Station building and the development parcels per Amendment 1 to the Agreement dated May 18, 2012.
   B. Ground rent and CAM rent for the lease of Parcel O, including the Santa Fe Depot building, per Amendment 4 dated June 1, 2013.
   C. Payment of $243,478 made in FY2002-03, $486,424 in FY2003-04 and $453,833 made in FY2004-05. $30,000 deferral for FY2004-05.
   D. A $175,000 credit was applied in December 2020 for a portion of the rent the Non-profit would have received for the improvements located on Parcel F-1 if the improvements were not sold by the City.

ITEM # 13-0649

CITY OF SANTA FE
AMENDMENT # 1 TO
AMENDED AND RESTATED RAILYARD LEASE AND MANAGEMENT AGREEMENT

This Amendment No. 1 (the "Amendment") to the City of Santa Fe Amended and Restated Railyard Lease and Management Agreement dated April 30, 2011 (the "Agreement") between the CITY OF SANTA FE, New Mexico ("City") and SANTA FE RAILYARD COMMUNITY CORPORATION, a New Mexico non-profit corporation (the "Non-profit") shall be effective on the "Effective Date" of the Amendment #1 to the Ground Lease as defined below.

RECITALS:

A. The City and the Non-profit are parties to the Amended and Restated Railyard Lease and Management Agreement (the "Amended and Restated Lease and Management Agreement") dated April 30, 2011 as amended, under which the Non-profit undertakes management of the "Leasehold Premises" within the "Santa Fe Railyard," as defined in the Amended and Restated Lease and Management Agreement.

B. The Non-profit subleased certain premises which included lease parcels G, M-6 and M-8 (the "Development Parcels") to Railyard Company, LLC under the "Ground Lease". The City wishes the non-profit to terminate the portion of the Ground Lease with the Railyard Company, LLC encompassing the Development Parcels.

C. The City wishes to provide a credit to the Non-profit for the equivalent amount of the rent the Non-profit was receiving from the Railyard Company, LLC under the Ground Lease for the Development Parcels.

D. After the portion of the Ground Lease encompassing the Development Parcels is terminated, the City wishes the Non-profit to sublease the Development Parcels to a subtenant.

E. The City agrees to construct the uncompleted portion of Alcaldesa Street between Market Street and Camino de la Familia.

Pursuant to Article 8.01 of the Amended and Restated Lease and Management Agreement, and for the good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Non-profit agree that the Amended and Restated Lease and Management Agreement is amended as follows:

SFC CLERK RECORDED 07/18/2013

1. Add the following as Section 4.01.3:

"4.01.3 Commencing on the Effective Date and continuing until the Development Parcels are subleased by the Non-profit to a third party, the City will reduce the Fair Value Compensation specified in Section 4.01.2 above by the equivalent amount of Base Rent and Common Area Maintenance ("CAM") rent the Non-profit would have received from the Railyard Company, LLC for the Development Parcels. This offset is a credit, not a deferral which would require the Non-profit to repay the City in the future. The credit shall be calculated on the following basis:

Component	Amount	Period
Base Rent	$4,830.99 per month	Effective Date through 9/30/12
CAM Rent	$483.08 per month	Effective Date through 9/30/12
TOTAL	**$5,314.07 per month**	
Base Rent	$7,066.12 per month	10/1/12 -- until Development Parcels are leased and rent bearing
CAM Rent	$706.61 per month	10/1/12 – until Development Parcels are leased and rent bearing
TOTAL	**$7,772.73 per month**	

The amount of the credit shall be calculated on a monthly basis as earned and applied against the next payment of rent due from the Non-profit to the City for the debt service ("Rent").

The credit shall cease to be applied to the Rent owed by the Non-profit to the City when the Non-profit has subleased the Development Parcels to a third party who is paying the Non-profit rent equal to or greater than the amounts specified above. If the Non-profit subleases the Development Parcels or any of them for an amount less than the amount of the applicable credit set out above, the credit shall be reduced by the rent received by the Non-profit.

If the Development Parcels have not been subleased by the Non-profit by October 1, 2017, the amount of the credit to be applied by the City to the Non-profit Rent paid to the City shall be adjusted pursuant to the terms of the Railyard Company, LLC's sublease dated October 1, 2007.

SFC CLERK RECORDED 07/18/2013

2. Add the following as subparagraph (c) to Section 5.06 of the Agreement:

"(c) Completion of the street, curb, gutter, sidewalk, lighting, signage, and planters for the uncompleted section of Alcaldesa Street between Market Street and Camino de la Familia. The completion of these improvements shall occur concurrent with the development of Parcel G by a third party."

3. For purposes of more specifically defining the underground parking garage which is excluded from the definition of the Leased Premises, it is agreed that the upper horizontal boundary of the underground parking garage mentioned in Section 2.01 of the Agreement is as set out on Exhibit A to this Amendment, which description shall be incorporated into Exhibit A to the Agreement as the fourth page thereof.

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 as of the dates set out below,

Non-profit:

SANTA FE RAILYARD COMMUNITY CORP.

By _____
Its President
CRS #02-481098003
City of Santa Fe Business
License Registration # 0397164

City:

CITY OF SANTA FE

By _____
David Coss, Mayor

Attest:

_____
Yolanda Vigil, City Clerk

May 18, 2012

Approved as to form:

_____
Geno Zamora, City Attorney

Approved as to form:

_____
Dr. Melville Morgan, Finance Director

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SFC CLERK RECORDED 07/26/2012

STATE OF NEW MEXICO

§:

COUNTY OF SANTA FE

The foregoing instrument was acknowledged before me on May 18, 2012 by David Coss, Mayor of City of Santa Fe, a New Mexico municipal corporation, on its behalf.

Notary Public

My commission expires: 6/4/15

OFFICIAL SEAL
Carla A. Pogemiller
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires:

STATE OF NEW MEXICO

§:

COUNTY OF SANTA FE

The foregoing instrument was acknowledged before me on May 14, 2012, by Steven Robinson, the President of Santa Fe Railyard Community Corporation, a New Mexico non-profit corporation, on its behalf.

COUNTY CLERK
GERALDINE SALAZAR
SANTA FE COUNTY NEW MEXICO

Notary Public

My commission expires: 5-24-15

SFC CLERK RECORDED 07/18/2013

COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss

AMENDMENT
PAGES: 5

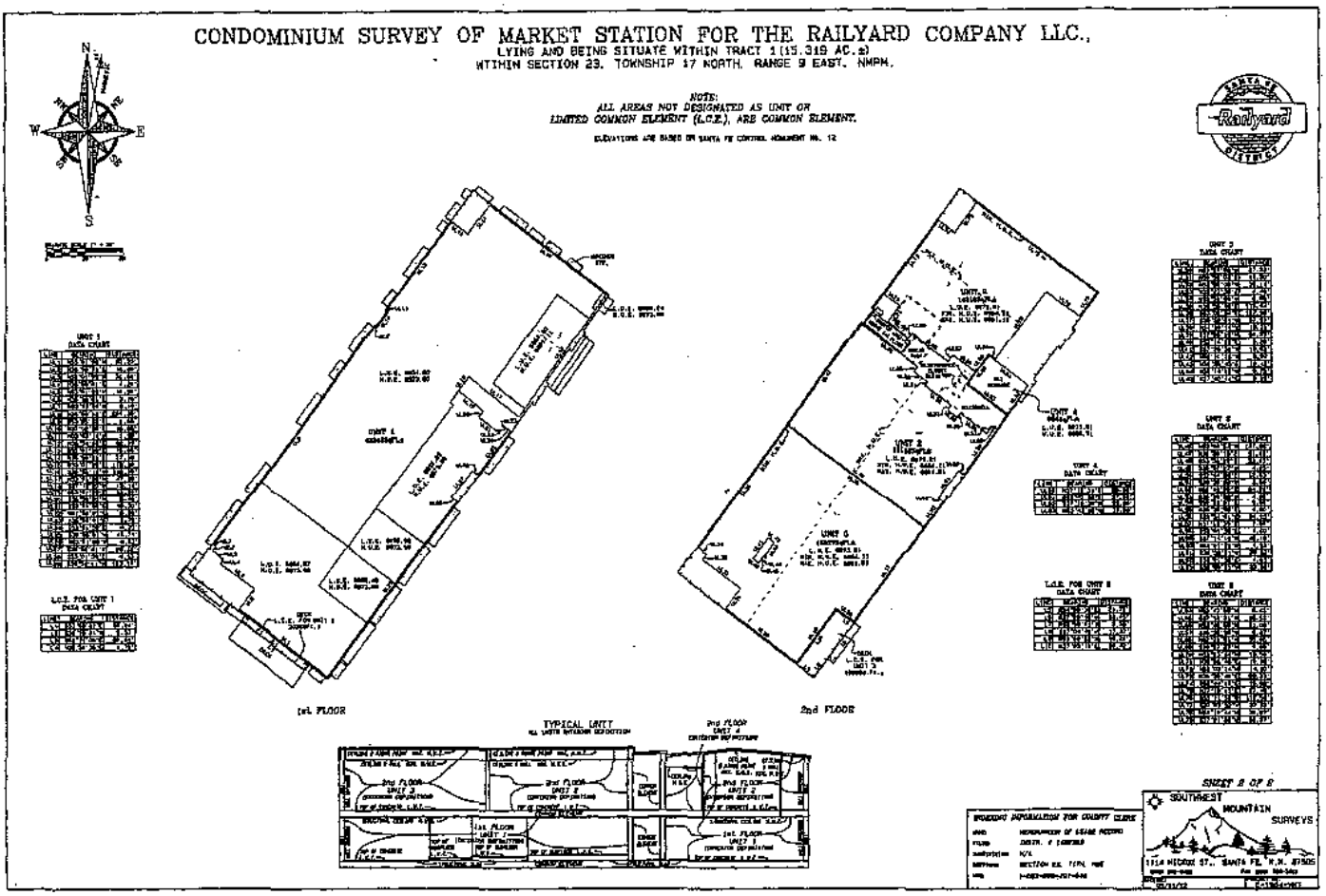
I Hereby Certify That This Instrument Was Filed for Record On The 18TH Day Of July, 2013 at 11:18:04 AM And Was Duly Recorded as Instrument # 1712349 Of The Records Of Santa Fe County

Witness My Hand And Seal Of Office
Geraldine Salazar
County Clerk, Santa Fe, NM

Deputy

OFFICIAL SEAL
Anita L. Martinez
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 5-24-15

Exhibit A
Leasehold Premises
Page 4



SFC CLERK RECORDED 07/18/2013

ITEM # 13-0186

CITY OF SANTA FE
AMENDMENT # 2 TO
AMENDED AND RESTATED RAILYARD LEASE AND MANAGEMENT AGREEMENT

This Amendment No. 2 (the "Amendment") to the City of Santa Fe Amended and Restated Railyard Lease and Management Agreement dated April 30, 2011, as amended by Amendment #1 dated May 18, 2012 (the "Agreement") between the CITY OF SANTA FE, New Mexico ("City") and SANTA FE RAILYARD COMMUNITY CORPORATION, a New Mexico non-profit corporation (the "Non-profit") shall be effective on April 30, 2013.

RECITALS:

A. The City and the Non-profit are parties to the Amended and Restated Railyard Lease and Management Agreement (the "Amended and Restated Lease and Management Agreement") dated April 30, 2011 as amended, under which the Non-profit undertakes management of the "Leasehold Premises" within the "Santa Fe Railyard," as defined in the Amended and Restated Lease and Management Agreement.

B. The City wishes to amend Exhibit B of the Agreement to provide for additional deferrals of Rent due from the Non-profit.

C. The City wishes to extend the Term of the Agreement from June 30, 2027 to June 30, 2029 in order to provide adequate time for the Non-profit to repay the deferrals.

D. The City wishes to Amend Exhibit C of the Agreement to revise the areas of maintenance responsibilities of the City to include the elevator structure providing access to the City-owned underground parking garage and increase the parking area South of Paseo de Peralta to include what was previously private parking for a residential building that was not constructed. This area shall become paid common parking.

Pursuant to Article 8.01 of the Amended and Restated Lease and Management Agreement, and for the good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Non-profit agree that the Amended and Restated Lease and Management Agreement is amended as follows:

1. Delete in its entirety the first sentence of Section 3.01 entitled "Term" and replace with the following:

   "3.01 Term – The term of the Agreement shall commence on April 30, 2011 and terminate immediately at 11:59pm Mountain Standard Time on June 30, 2029 unless the term is extended pursuant to this Agreement."

2. Delete in its entirety the Exhibit B – Rent Schedule dated March 16, 2011 and replace with the enclosed Exhibit B – Rent Schedule dated April 30, 2013.

SFC CLERK RECORDED 07/12/2013

3. Delete in its entirety the Exhibit C, Maintenance Responsibilities, and replace with the enclosed Exhibit C dated April 30, 2013.

Except as specifically provided in this Amendment #2, 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 #2 as of the dates set out below,

Non-profit:

SANTA FE RAILYARD COMMUNITY CORP.

By Jared A. Meyer
Its Vice President
CRS # 02-481098003
City of Santa Fe Business
License Registration # 0397164

Approved as to form:

Geno Zamora, City Attorney 3/7/13

City:

CITY OF SANTA FE

By
David Coss, Mayor

Attest:

Yolanda Vigil, City Clerk 3-27-13

Approved as to form:

~~Du. Melville Morgan,~~ Finance Director

SFC CLERK RECORDED 04/12/2013

STATE OF NEW MEXICO

§:

COUNTY OF SANTA FE

The foregoing instrument was acknowledged before me on March 29, 2013, by David Coss, Mayor of City of Santa Fe, a New Mexico municipal corporation, on its behalf.

OFFICIAL SEAL
Rosalie Cardenas
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 9-8-2016

Notary Public

My commission expires:

STATE OF NEW MEXICO

§:

COUNTY OF SANTA FE

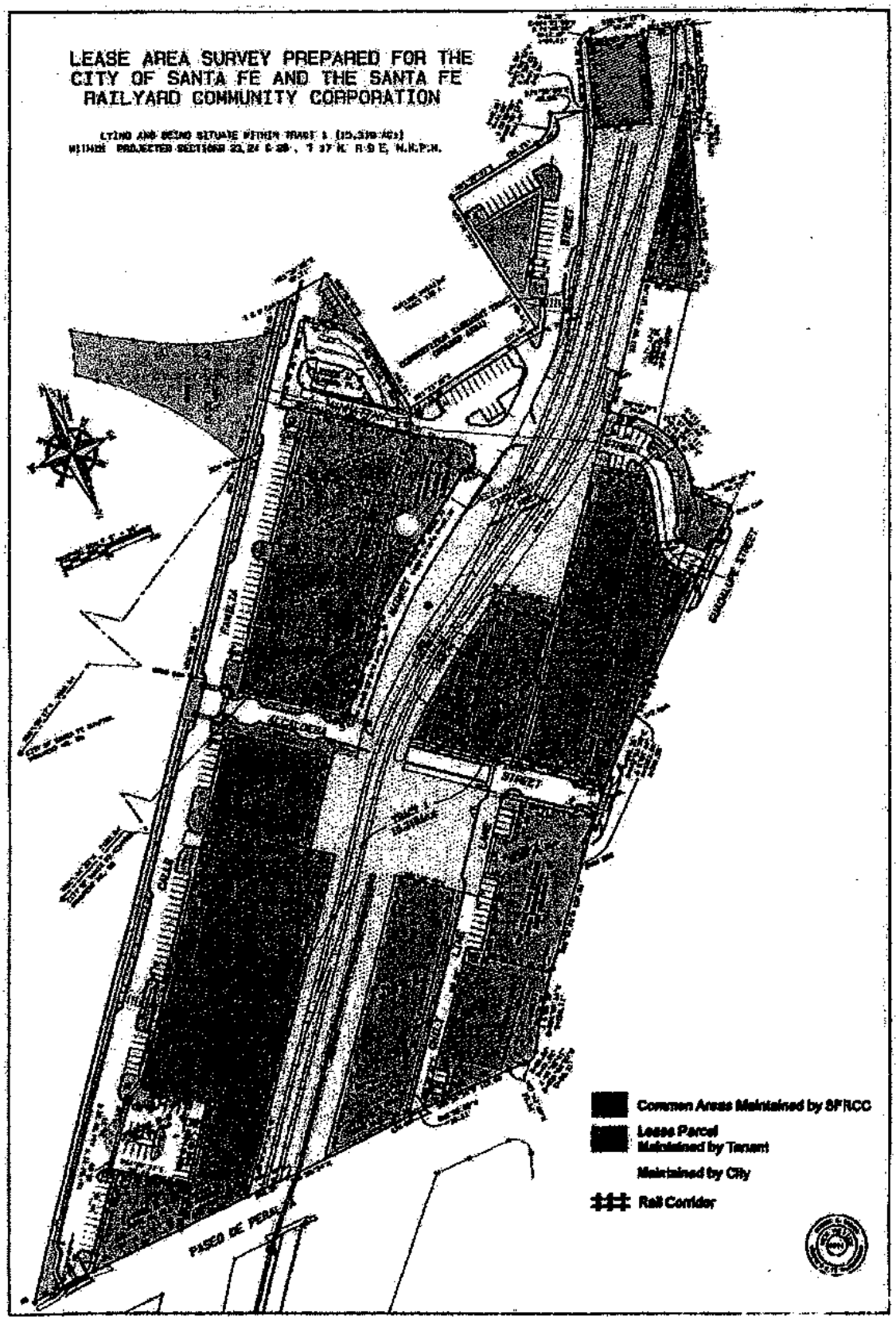
The foregoing instrument was acknowledged before me on April 2, 2013, by Donald G Meyer, the Vice-President of Santa Fe Railyard Community Corporation, a New Mexico non-profit corporation, on its behalf.

OFFICIAL SEAL
Rosalie Cardenas
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 9-8-2016

Notary Public

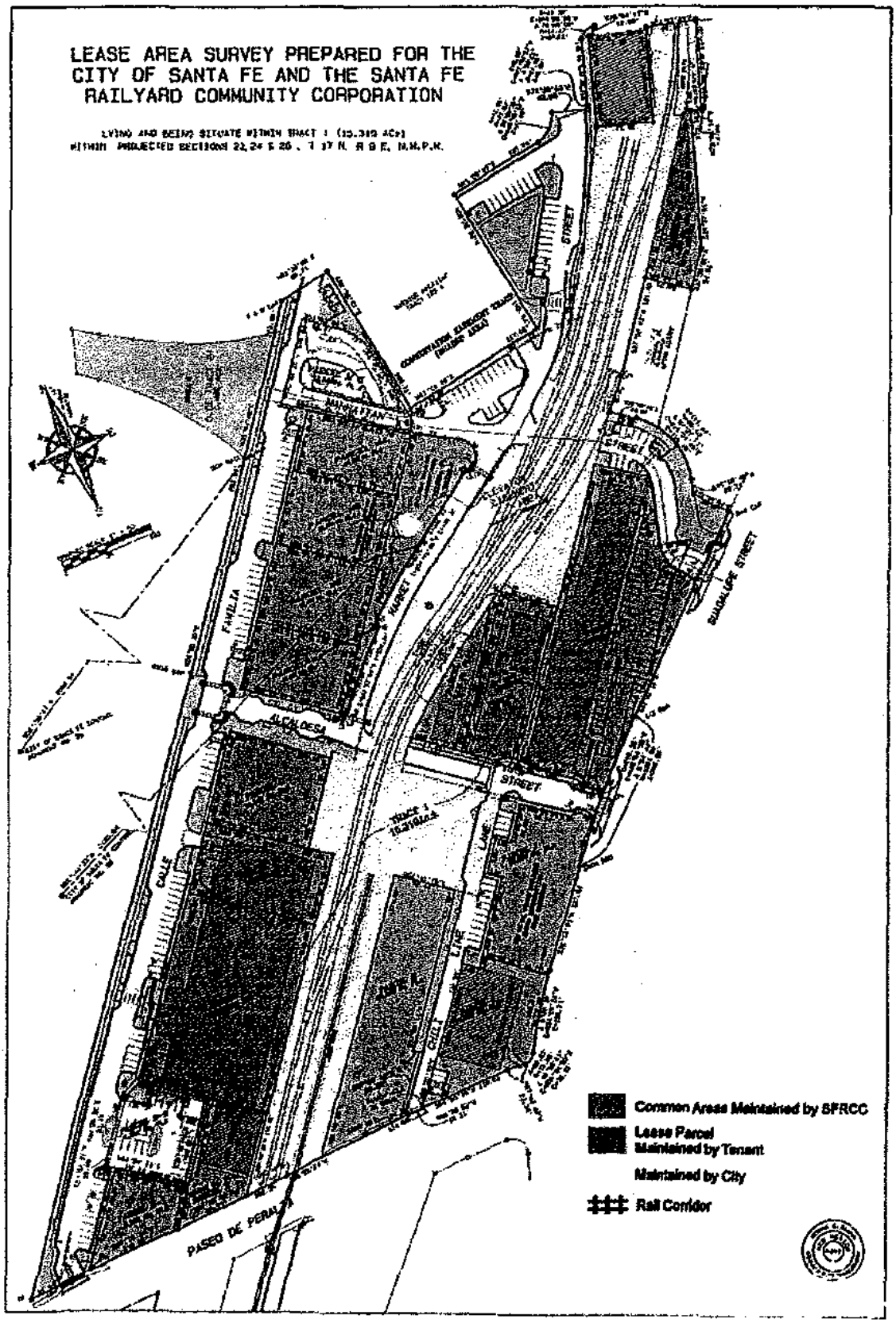
My commission expires:

SFC CLERK RECORDED 04/19/2013



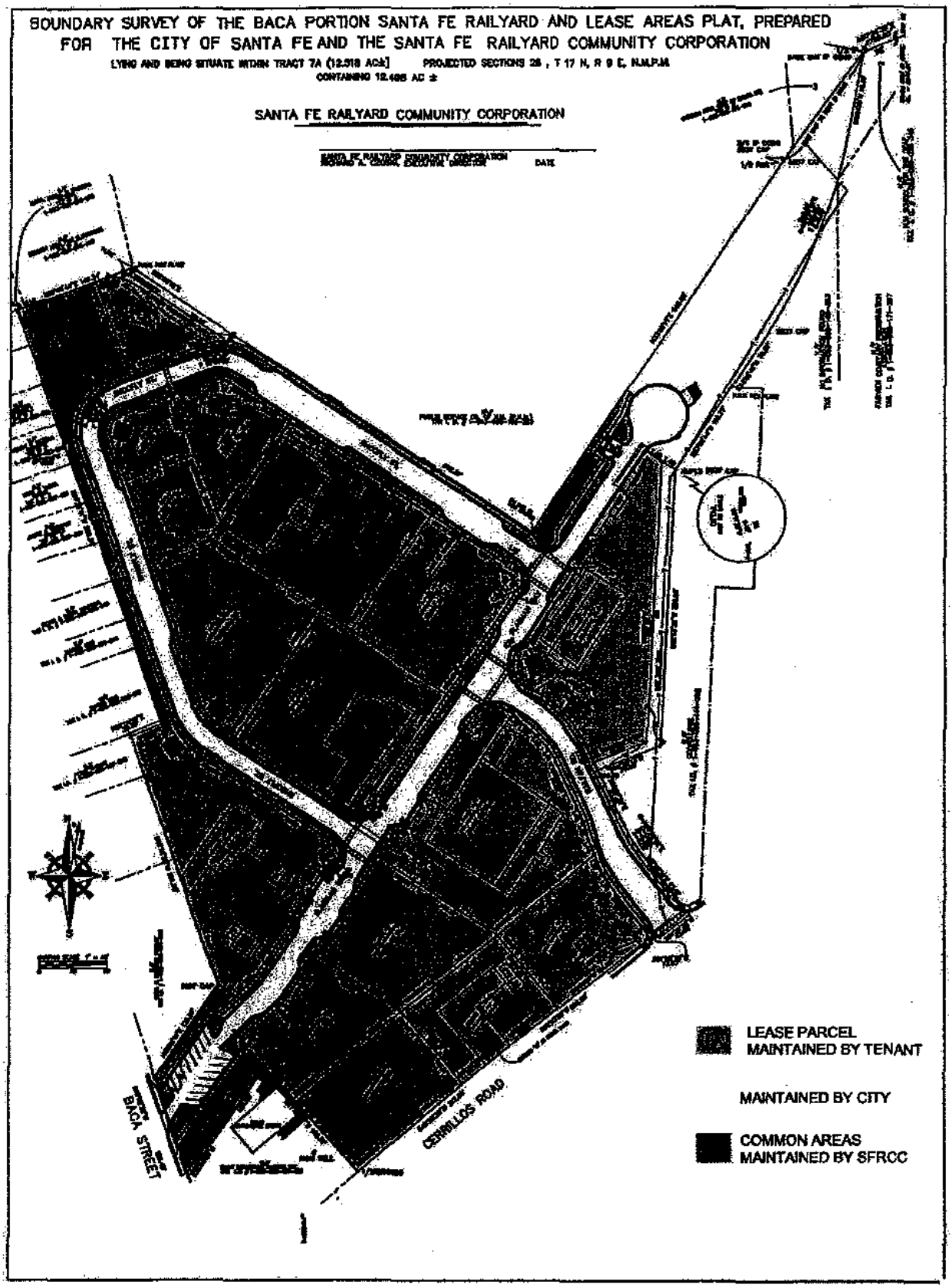
Jurisdiction Areas North of P.D.P.

SFC CLERK RECORDED 07/15/2013



Jurisdiction Areas North of P.D.P.

SFC CLERK RECORDED 07/12/2012



SFC CLERK RECORDED 07/16/2013

Exhibit B - Rent Schedule - April 30, 2013

	ACTUALS								PROJECTED															
	FY2004-05	FY2005-06	FY2006-07	FY2007-08	FY2008-09	FY2009-10	FY2010-11	FY2011-12	FY2012-13	FY2013-14	FY2014-15	FY2015-16	FY2016-17	FY2017-18	FY2018-19	FY2019-20	FY2020-21	FY2021-22	FY2022-23	FY2023-24	FY2024-25	FY2025-26	FY2026-27	FY2027-28	FY2028-29	BRAND TOTAL
DEBT SERVICE																								
City of Santa Fe Land Debt for acquisition costs - rent waiver for City enrollment costs; rental credits applied	(483,872)	(487,647)	(485,321)	(486,719)	(482,569)	(484,429)																		(3,730,561)
NMFA Loan – Infinity Phase I (B) ($974,000) per City of SF Non Interest rate until 2010-2011	0	0	0	(222,827)	(219,527)	(210,844)	(143,295)	(83,088)	(80,518)	(82,517)	(84,621)	(85,825)	(82,829)	(82,829)	(82,829)	(82,829)	(82,829)	(82,829)	(82,829)	0	0	0	0	0	(1,378,974)
NMFA Loan – Infinity Phase II (1M) ($963,337)rm ends May 2029 and complies with City SF Schedule	0	0	0	0	0	0	(239,827)	(85,153)	(85,156)	(88,161)	(85,166)	(85,173)	(86,179)	(85,185)	(85,193)	(85,201)	(85,209)	(85,218)	(85,229)	(84,239)	(84,251)	0	0	0	(1,617,782)
Refinance ($1M) $10,400,000 rm ends May 2039 and concurs with City of SF Schedule	0	0	0	0	0	0	(485,687)	(708,003)	(705,404)	(1,071,000)	(1,070,000)	(1,068,000)	(1,071,000)	(1,068,880)	(1,070,150)	(1,071,000)	(1,071,150)	(1,068,650)	(1,066,150)	(1,067,400)	(936,200)	(936,500)	0	0	0	(14,919,727)
SUB-TOTAL	(483,872)	(487,647)	(485,321)	(674,406)	(671,096)	(695,273)	(868,744)	(843,245)	(843,078)	(1,953,677)	(1,239,787)	(1,307,997)	(1,309,007)	(1,236,882)	(1,236,191)	(1,239,029)	(1,238,209)	(1,236,737)	(1,234,208)	(1,239,440)	(1,020,451)	(734,941)	0	0	0	
Negotiated option Contingency Relief Funds credit - Land and MMFA, per Land Amendment #3 thru 2037-07 – 2039; CY	750,000	328,000	380,000	80,178	121,000	300,000	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	789,178
Re-Payment of Land Amendment #3 Debt Deferral of $789,178	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	(489,178)	(300,000)	0	0	0	(789,178)
Debt Deferral and repayment per Land renewal of 2011 and Land Amendment 3 - $3,465,441	0	0	0	0	0	0	113,441	300,000	300,000	350,000	450,000	400,000	350,000	300,000	100,000	100,000	100,000	100,000	0	0	0	0	0	0	0	3,465,441
Repayment of 2010-2025 Debt Contract - $3,465,441	0	0	0	0	0	0																(300,000)	(600,000)	(1,300,000)	(1,153,441)	(3,465,441)
TOTAL RENT PAYMENTS	(483,872)	(158,647)	(105,321)	(594,227)	(550,096)	(394,973)	(755,303)	(543,245)	(543,078)	(1,603,677)	(789,787)	(907,997)	(959,007)	(936,882)	(1,136,191)	(1,139,029)	(1,138,209)	(1,136,737)	(1,234,208)	(1,239,440)	(1,509,629)	(1,034,941)	(600,000)	(1,300,000)	(1,153,441)	(15,935,408)

Kaweah Management Lease and Management Agreement Amendment #2 January 2013/Amendment 2 Exhibit B 0 0 13.xls

COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss

AMENDMENT NO. 2
PAGES: 8

I Hereby Certify That This Instrument Was Filed for Record On The 18TH Day Of July, 2013 at 11:18:03 AM
And Was Duly Recorded as Instrument # 1712348
Of The Records Of Santa Fe County

Witness My Hand And Seal Of Office
Geraldine Salazar
County Clerk, Santa Fe, NM

Deputy

COUNTY CLERK
GERALDINE SALAZAR
SANTA FE COUNTY NEW MEXICO

SFC CLERK RECORDED 07/18/2013

ITEM # 13-0521

CITY OF SANTA FE
AMENDMENT # 3 TO
AMENDED AND RESTATED RAILYARD LEASE AND MANAGEMENT AGREEMENT

This Amendment No. 3 (the "Amendment") to the City of Santa Fe Amended and Restated Railyard Lease and Management Agreement dated April 30, 2011, as amended by Amendment #1 dated May 18, 2012 and Amendment #2 dated April 30, 2013 (hereinafter collectively referred to as the "Agreement") between the CITY OF SANTA FE, New Mexico ("City") and SANTA FE RAILYARD COMMUNITY CORPORATION, a New Mexico non-profit corporation (the "Non-profit") shall be effective on May 31, 2013.

RECITALS:

A. The City and the Non-profit are parties to the Amended and Restated Railyard Lease and Management Agreement (the "Amended and Restated Lease and Management Agreement") dated April 30, 2011 as amended, under which the Non-profit undertakes management of the "Leasehold Premises" within the "Santa Fe Railyard," as defined in the Amended and Restated Lease and Management Agreement.

B. The City wishes to provide a mechanism for providing up to four hours parking at for patrons of the new cinema to be constructed in the Railyard to be paid for by the Non-profit in the future.

C. The City wishes to establish a parking rate for cinema patrons and a mechanism for the Non-profit to repay the City for cinema patron parking.

D. The Non-profit wishes to repay the City for the Rent Credits provided by the City for the Cinema Parcel ("Parcel G") from May, 2012 to the date the cinema parcels become rent bearing in accordance with a an agreed upon repayment schedule.

E. The City wishes to extend the Term of the Agreement to provide adequate time for the Non-profit to repay the payment deferrals granted to the Non-profit.

Pursuant to Article 8.01 of the Amended and Restated Lease and Management Agreement, and for the good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Non-profit agree that the Amended and Restated Lease and Management Agreement is amended as follows:

1. Add the following as Section 6.16 of the Agreement:

"6.16 **Cinema Parking**. The City shall provide parking for up to four (4) continuous hours (no in-and-out privileges) for cinema patrons attending performances at the cinema to be constructed on Parcel G in the Railyard (hereinafter referred to as "Cinema Parking") under the following conditions to be paid for by the Non-profit in the future:

CITY CLERK RECORDED 05/21/2013

A. The four continuous hours of Cinema Parking shall be located in the Railyard underground parking garage; no surface parking will be provided under this Amendment.

B. On behalf of the cinema patrons, the Non-profit shall pay the City at the rate of one dollar ($1.00) per hour for up to four dollars ($4.00) for four (4) hours continuous parking. Any time in the garage in excess of four (4) hours shall be paid to the City by the cinema patrons themselves.

C. The total amount of Cinema Parking shall be calculated, in accordance with paragraph B. above, annually by: (i) the SFRCC and the Cinema owner providing to the City a statement or other evidence of the number of parking tickets that it validated for Cinema Parking for each calendar year and (ii) the City comparing the number of Cinema Parking tickets validated by the Cinema owner to the actual amount of Cinema Parking utilized as verified by the City's records. By January 15th of each year, SFRCC, on behalf of the Cinema owner, and the City will jointly issue a statement of the total amount of Cinema Parking hours times the rate per hour for the prior calendar year.

D. No later than January 15, 2030, the Non-Profit shall begin to pay the City for all owed and accrued amounts of Cinema Parking calculated in accordance with this Section 6.16. The Non-Profit shall also make annual payments to the City for sums accruing under paragraph B after December 31, 2029, for as long as a cinema is in operation of Parcel G, in accordance with an agreed upon schedule of payments.

E. For purposes of this Amendment, a cinema is defined as a venue where members of the public attend screenings of movies projected on a vertical screen. If Parcel G is primarily utilized for a use other than a cinema, the parking provisions of this Section 6.16 shall be null and void.

F. The Non-profit can terminate the terms of this Section 6.16 at any time by providing thirty (30) days written notice to the City. However, terminating the provisions of this Section shall not relieve the Non-profit from its obligation to pay the City for Cinema Parking incurred prior to the effective date of termination."

2. Delete in its entirety the first paragraph of Section 3.01 entitled "Term" and replace with the following:

   A. 3.01 Term – The term of the Agreement, as amended, shall commence on April 30, 2011 and terminate immediately at 11:59pm Mountain Standard Time on January 15, 2030 unless the term is extended pursuant to the Agreement.

3. Delete in its entirety the first paragraph of Section 4.01.3 and replace with the following:

   A. "4.01.3 Commencing on the Effective Date and continuing until the Development Parcels are subleased by the Non-profit to a third party, the City will reduce the Fair Value Compensation specified in Section 4.01.2 above by the equivalent amount of Base Rent and Common Area Maintenance ("CAM") rent the Non-profit would have received from the Railyard Company,

SEC CLERK RECORDED 07/18/2013

LLC for the Development Parcels. This reduction is a credit which must be repaid by the Non-profit to the City in accordance with a repayment schedule to be agreed upon no later than March 1, 2029. The credit shall be calculated on the following basis:...

4. Except as specifically provided in this Amendment #3, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

SIGNATURES BEGIN ON NEXT PAGE

SFC CLERK RECORDED 07/12/2011

IN WITNESS WHEREOF, the parties have executed this Amendment #3 as of the dates set out below,

Non-profit:

SANTA FE RAILYARD COMMUNITY CORP.

By _____

Printed Name STEVEN ROBINSON

Its PRESIDENT

CRS # 02-481098003
City of Santa Fe Business
License Registration # 0397164

CITY OF SANTA FE ORGANIZED JULY 13 AD 1891 NEW MEXICO SEAL

Approved as to form:

_____
Geno Zamora, City Attorney 5/7/13

City:

CITY OF SANTA FE

By _____
David Coss, Mayor

Attest:

_____
Yolanda Vigil, City Clerk CC mtg 6-26-13

Approved as to form:

_____ 6/25/13
Mr. Marcos A. Tapia, Finance Director

CITY CLERK RECORDED 07/15/2013

STATE OF NEW MEXICO

§:

COUNTY OF SANTA FE

The foregoing instrument was acknowledged before me on July 1, 2013, by David Coss, Mayor of City of Santa Fe, a New Mexico municipal corporation, on its behalf.

OFFICIAL SEAL
Rosalie Cardenas
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 9-8-2016

Notary Public

My commission expires:

STATE OF NEW MEXICO

§:

COUNTY OF SANTA FE

The foregoing instrument was acknowledged before me on July 3 2013, by Steven Robinson, the President of Santa Fe Railyard Community Corporation, a New Mexico non-profit corporation, on its behalf.

OFFICIAL SEAL
Rosalie Cardenas
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 9-8-2016

Notary Public

My commission expires:

SFC CLERK RECORDED 07/19/2013

LEASE & MANAGEMENT AGREEMENT CHRONOLOGY

Amendment No. 1 allowed for sale of the El Museo Building and increased the terms of parcel leases to fifty (50) years with options for an additional forty (40) years. (9/29/04).

Amendment No. 2 added the 3.5 acres of Plaza and Alameda north of Paseo de Peralta to SFRCC as leasehold premises and obligated SFRCC to manage the Railyard Plaza and Alameda with city approval. (10/27/04)

Amendment No .3 removed facilities for ingress and egress to parking garage, revised the parking garage completion date to July 1, 2006 (from July 1, 2004). Additionally, the amendment restructured future SFRCC operating profit to retire debt instead of requiring payment of 50% annual excess reveme to the city. This amendment also provided SFRCC with financial relief by defeming property debt service payments and allowed for additional debt relief from the city. (04/27/05)

Amendment No. 4 extended the completion of the Underground Parking garage from July 1, 2006 to January 1, 2008 and continues to allow for reduction of the payment of the Railyard acquisition and infrastructure financing debt due to the loss of revenue from the City's delay in completing the underground parking garage. This amendment also allowed for deletion of the land deeded by the City to the Oddfellows and to add the land that was received from the Oddfellows. (05/10/06)

Amendment No. 5, Extended the completion date of the Railyard Parking Garage to March 31, 2008, clarified the status of existing sublease upon termination or expiration of the Lease and Management Agreement, revises the definition of the Leasehold Premises to recognize the hike/bike trail in the Baca Street Area and widening the Alameda in the north Railyard, and addresses the methodology to allow the City to remove Affordable Housing units from the Leasehold Premises. (12/12/07)

Amendment No. 6 acknowledged sale/ leaseback of improvements on Railyard Parcel M-1, M-2, M-3, M-4, and G. (12/12/07).

Amendment No. 7 Revise Completion Date for the Railyard Underground Parking Garage; Remove Rail Line Corridor from the Leasehold; Define SFRCC responsibilities for the Park, Plaza and Alameda on the Conservation Easement; and Adjust Boundary of Leasehold Premises of Parcel E.

Amendment No. 8 Was approved in order to remove from SFRCC's leasehold premises the portion of the infrastructure constructed by SFRCC on behalf of the City including roads, sidewalks, street lights, and other utilities. This action would allow SFRCC's auditors to remove this $12.8 million asset from its accounting books. The City has been adding the infrastructure assets to its books as work was completed. Therefore, both the City and SFRCC was carrying the asset on their books.

SFC CLERK RECEIVED 07/18/2014

Amendment No. 1 was approved by the Mayor and City Council to extend the terms of the Lease and Management Agreement to June 30, 2027.

Amendment No. 2 was approved in March 2013 by the Mayor and City Council to increase the deferral amount for SFRCC.

The City Attorney approved Lease and Management Agreement Amendment No. 3 (See Attachment).

RECOMMENDED ACTION:

Please review and recommend to the Public Works Committee and City Council approval of the Railyard Lease and Management Agreement Amendment No. 3.

Attachments:
SFRCC Cover Letter
Lease and Management Agreement Amendment #3

SFC CLERK RECEIVED 9/19/2013

THE SANTA FE RAILYARD
COMMUNITY CORPORATION

May 7, 2013

Robert M. Siqueiros
Railyard Project Administrator
City of Santa Fe
PO Box 909
120 South Federal Place
Santa Fe, NM 87504-0909

Dear Bob,

After a rigorous RFP process, the Santa Fe Railyard Community Corporation ("SFRCC") has selected a cinema operator/developer for the Railyard. The successful bidder and the three others who submitted proposals required four (4) hours of free parking for their customers.

SFRCC is requesting that the Lease and Management Agreement be amended to allow SFRCC to meet this parking requirement under the following conditions:

- A cinema customer would receive a parking stub with the time they entered the underground parking garage. The customer would proceed to purchase a cinema ticket and have their parking stub endorsed by the cinema cashier. Each ticket would be endorsed for four (4) hours. Any time over 4 hours would be paid by the customer. This request involves garage parking only. No surface parking is included.

- The City will maintain records of the cinema parking through electronic means. By March 31 of each calendar year, the City will provide an accounting of the actual amount of free parking granted to cinema customers at the rate of $1.00 per hour up to a maximum of $4.00 per space. The City and SFRCC will agree on the amount and document it for future payment.

- Commencing in 2029, SFRCC shall repay the City for all actual cinema parking utilized. The annual amount to be paid to the City will be determined in early 2029 to pay the City for parking utilized from the opening of the cinema (anticipated to be the fourth quarter of 2014) to 2029.

- If the land parcel ceases to be used for a cinema, the agreement for free customer parking would be null and void.

332 Read Street, Santa Fe, NM 87501
Tel 505-982-3373 Fax 505-982-3126 www.sfrailyard.org

RECEIVED 5/7/2013 SFC CLERK

- The amendment also includes a one-year extension of the term of the Lease and Management Agreement to provide for the first year of repayment for the parking.

Please see enclosed the draft of the Third Amendment to the Lease and Management Agreement for your review and approval. Please advise if you need additional information.

Thank you.

Sincerely,

Richard A. Czoski, CCIM, CPM
Executive Director

COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss

AMENDMENT # 3
PAGES: 9

I Hereby Certify That This Instrument Was Filed for Record On The 18TH Day Of July, 2013 at 11:13:28 AM And Was Duly Recorded as Instrument # 1712344 Of The Records Of Santa Fe County

Witness My Hand And Seal Of Office
Geraldine Salazar
County Clerk, Santa Fe, NM

Deputy

COUNTY CLERK GERALDINE SALAZAR SANTA FE COUNTY NEW MEXICO

RECORDED 07/18/2013

332 Read Street, Santa Fe, NM 87501
Tel 505-982-3373 Fax 505-982-3126 www.sfrailyardcc.org

ITEM # 13-0980

CITY OF SANTA FE
AMENDMENT # 4 TO
AMENDED AND RESTATED RAILYARD LEASE AND MANAGEMENT AGREEMENT

This Amendment No. 4 (the "Amendment") to the City of Santa Fe Amended and Restated Railyard Lease and Management Agreement dated April 30, 2011, as amended by Amendment #1 dated May 18, 2012, Amendment #2 dated April 30, 2013, and Amendment #3 dated May 31, 2013 (the "Agreement") between the CITY OF SANTA FE, New Mexico ("City") and SANTA FE RAILYARD COMMUNITY CORPORATION, a New Mexico non-profit corporation ("Non-profit") shall be effective on June1, 2013.

RECITALS:

A. The City and the Non-profit are parties to the Amended and Restated Railyard Lease and Management Agreement, as amended above, (the "Amended and Restated Lease and Management Agreement") dated April 30, 2011, under which the Non-profit undertakes management of the "Leasehold Premises" within the "Santa Fe Railyard," as defined in the Amended and Restated Lease and Management Agreement.

B. The City leases premises which are part of the Leasehold Premises, Tract O, located at 410 South Guadalupe Street in Santa Fe, New Mexico and are comprised of land and the historic Depot building pursuant to that certain lease dated May 9, 2011, as amended by Amendments No. 1 dated July 31, 2012, and Amendment No. 2 dated June 1 ,2013, by and between the City of Santa Fe as Tenant and Santa Fe Railyard Community Corporation as Lessor (the "Depot Sublease").

C. The parties wish to provide a credit against the Rent owed by the Non-profit to the City under the Amended and Restated Lease and Management Agreement which is equal to the rent the City owes the Non-profit pursuant to the Depot Sublease referenced in B, above.

Pursuant to Article 8.01 of the Amended and Restated Lease and Management Agreement, and for the good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Non-profit agree that the Amended and Restated Lease and Management Agreement is amended as follows:

1. Add the following as Section 4.01.4 of the Agreement:

> "4.01.4 In addition to the Rent Credit provided by Section 4.01.3 of Amendment #1 to the Amended and Restated Lease and Management Agreement, commencing on June 1, 2013 and continuing until the Depot Sublease by and between the Non-profit and the City for premises located at 410 South Guadalupe Street expires or is terminated, the City shall provide a Rent Credit to the Non-profit which shall be applied to the Non-profit's total rental obligations to the City under the Railyard Lease and Management Agreement, as amended, as follows:

SFC CLERK RECORDED 10/17/2013

The City shall reduce the Fair Value Compensation owed by the Non-profit, as specified in Section 4.01.2, by the equivalent amount of Base Rent and Common Area Maintenance costs the Non-profit would have received from the City pursuant to the Depot Sublease. This Rent Credit shall be calculated on the following basis:

Component		Amount	Period
Base Rent		$ 2,789.12	6/01/13 to 12/31/13
CAM Rent		$ 250.16	6/01/13 to 12/31/13
	TOTAL	$ 3,039.28	

After 12/31/13, the Base Rent and CAM rent will be adjusted pursuant to the terms of the Depot Sublease."

2. Delete Exhibit B-Rent Schedule dated April 30, 2013 to Amendment #2 in its entirety. Insert new Exhibit B-Rent Schedule dated June 1, 2013.

Except as specifically provided in this Amendment #4, the Amended and Restated Lease and Management Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment #4 as of the dates set out below,

Non-profit:

SANTA FE RAILYARD COMMUNITY CORP.

By _____

Printed Name STEVEN ROBINSON

Its PRESIDENT

CRS # 02-481098003
City of Santa Fe Business
License Registration # 0397164

City:

CITY OF SANTA FE

By _____
David Coss, Mayor

Attest:

_____
Yolanda Vigil, City Clerk

Approved as to form:

_____ 8/5/13
Geno Zamora, City Attorney

Approved as to form:

_____ 9/27/13
Mr. Marcos A. Tapia, Finance Director

SFC CLERK RECORDED 10/17/2013

STATE OF NEW MEXICO

§:

COUNTY OF SANTA FE

The foregoing instrument was acknowledged before me on October 1, 2013, by David Coss, Mayor of City of Santa Fe, a New Mexico municipal corporation, on its behalf.

OFFICIAL SEAL
Rosalie Cardenas
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 9-8-2016

Notary Public

My commission expires: September 8, 2016

STATE OF NEW MEXICO

§:

COUNTY OF SANTA FE

The foregoing instrument was acknowledged before me on October 7, 2013, by Steven Robinson, the President of Santa Fe Railyard Community Corporation, a New Mexico nonprofit corporation, on its behalf.

COUNTY CLERK
GERALDINE SALAZAR
SANTA FE COUNTY NEW MEXICO

Notary Public

My commission expires:
February 13, 2016

OFFICIAL SEAL
Geralyn F. Cardenas
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 2-13-2016

SFC CLERK RECORDED 10/17/2013

COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss

AMENDMENT
PAGES: 3

I Hereby Certify That This Instrument Was Filed for Record On The 17TH Day Of October, 2013 at 09:25:43 AM And Was Duly Recorded as Instrument # 1720837 Of The Records Of Santa Fe County

Witness My Hand And Seal Of Office
Geraldine Salazar

Deputy _____ County Clerk, Santa Fe, NM

Exhibit B - Rent Schedule - June 1, 2013

10/22/13
2:39:32 PM

	ACTUALS								PROJECTED																GRAND
	FY2004-05	FY2005-06	FY2006/07	FY2007/08	FY2008/09	FY2009/10	FY2010/11	FY2011/12	FY2012/13	FY2013/14	FY2014/15	FY2015/16	FY2016/17	FY2017/18	FY2018/19	FY2019/20	FY2020/21	FY2021/22	FY2022/23	FY2023/24	FY2024/25	FY2025/26	FY2026/27	FY2027/28	FY2028/29	TOTALS
DEBT SERVICE																									
City of Santa Fe Land Debt for acquisition costs - see below for City sanctioned debt relief credits applied	(453,822)	(452,547)	(453,221)	(453,579)	(452,582)	(454,430)																			(2,720,181)
NMFA Loan - Infrastr Phase I (8) ($579,025) per City of SF Sch interest only until 2010-2011	0	0	0	(222,527)	(219,337)	(212,544)	(142,250)	(53,098)	(53,115)	(52,817)	(52,821)	(52,825)	(52,828)	(52,833)	(52,838)	(52,843)	(52,849)	(52,855)	(52,860)	52,867	0	0	0	0	0	(1,378,374)
NMFA Loan - Infrastr Phase II (15B) $892,227*term ends May 2026 and concurs with City SF Schedule*	0	0	0	0	0	0	(239,827)	(85,150)	(85,155)	(85,161)	(85,166)	(85,172)	(85,179)	(85,185)	(85,193)	(85,201)	(85,209)	(85,218)	(85,228)	(85,239)	(85,250)	(85,261)	0	0	0	(1,517,792)
Refinance (2010B) $10,490,000 term ends May 2026 and concurs with City of SF Schedule	0	0	0	0	0	0	(463,687)	(705,000)	(705,400)	(1,071,000)	(1,070,500)	(1,069,900)	(1,071,650)	(1,066,650)	(1,070,150)	(1,071,650)	(1,071,150)	(1,068,650)	(1,069,150)	(1,067,400)	(638,200)	(639,600)	0	0	0	(14,919,737)
SUB-TOTAL	**(453,822)**	**(452,547)**	**(453,221)**	**(676,106)**	**(671,919)**	**(666,974)**	**(845,764)**	**(843,248)**	**(843,670)**	**(1,208,977)**	**(1,208,486)**	**(1,207,897)**	**(1,209,657)**	**(1,204,668)**	**(1,208,181)**	**(1,209,694)**	**(1,209,208)**	**(1,206,723)**	**(1,207,238)**	**(1,099,772)**	**(723,450)**	**(724,861)**	**0**	**0**	**0**	
Negotiated option Contingency Relief Funds credit - Land and NMFA, per L&M Amendment #3 thru 2009-10 - $769,175	30,000	276,000	180,000	60,175	121,000	102,000	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	769,175
Re-Payment of L&M Amendment #3 Debt Deferral of $769,175	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	(469,175)	(300,000)	0	0	0	(769,175)
Debt Deferral and repayment per L&M renewal of 2011and L&M Amendment 2 - $3,483,441	0	0	0	0	0	0	**133,441**	**300,000**	**300,000**	**650,000**	**650,000**	**400,000**	**350,000**	**200,000**	**100,000**	**100,000**	**100,000**	**100,000**	**100,000**	**0**	**0**	**0**	**0**	**0**	**0**	3,483,441
Repayment of 2010-2023 Debt Deferral - $3,483,441	0	0	0	0	0	0																(200,000)	(850,000)	(1,300,000)	(1,133,441)	(3,483,441)
TOTAL RENT PAYMENTS	**(423,822)**	**(176,547)**	**(273,221)**	**(615,931)**	**(550,919)**	**(564,974)**	**(712,323)**	**(543,248)**	**(543,670)**	**(558,977)**	**(558,486)**	**(807,897)**	**(859,657)**	**(1,004,668)**	**(1,108,181)**	**(1,109,694)**	**(1,209,208)**	**(1,206,723)**	**(1,207,238)**	**(1,099,772)**	**(723,450)**	**(924,861)**	**(850,000)**	**(1,300,000)**	**0**	(18,933,468)

NOTES

1. In addition to the deferrals specified above, the following credits should be applied to the Rent payable by the non-profit to the City:
   A. Ground rent and CAM rent for City's portion of the condominium interest in the Market Station building and the development parcels per Amendment 1 to the Agreement dated May 18, 2012.
   B. Ground rent and CAM rent for the lease of Parcel O, including the Santa Fe Depot building, per Amendment 4.

ITEM # 15-1031e

CITY OF SANTA FE
AMENDMENT No. 5 TO
AMENDED AND RESTATED RAILYARD LEASE AND MANAGEMENT AGREEMENT

This Amendment No. 5 (the "Amendment") to the City of Santa Fe Amended and Restated Railyard Lease and Management Agreement dated April 30, 2011, as amended by Amendment No. 1 dated May 18, 2012, Amendment No. 2 dated April 30, 2013, and Amendment No. 3 dated May 31, 2013 and Amendment No. 4 dated June 1, 2013 (the "Agreement") between the CITY OF SANTA FE, New Mexico ("City") and SANTA FE RAILYARD COMMUNITY CORPORATION, a New Mexico non-profit corporation ("Non-profit") shall be effective on September 10, 2015.

RECITALS:

WHEREAS:

A. The City and the Non-profit are parties to the Amended and Restated Railyard Lease and Management Agreement, as amended above, (the "Amended and Restated Lease and Management Agreement") dated April 30, 2011, under which the Non-profit undertakes management of the "Leasehold Premises" within the "Santa Fe Railyard," as defined in the Amended and Restated Lease and Management Agreement; and

B. The parties wish to clarify that all subleases entered into by the Non-profit shall be assigned to the City when the Agreement expires.

AGREEMENT:

Pursuant to Section 8.01 of the Agreement, and for the good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Non-profit hereby agree to amend the Agreement as follows:

1. Add a sentence (beginning "In the event of termination or expiration of this Agreement...") after the first sentence of Section 7.03 so that the Section reads in its entirety:

"**7.03 Assignment to the City** In the event of the occurrence of any Event of Default, or prior to any election by the Non-profit to opt out of this Agreement pursuant to section 7.02 each party shall have the right to give a written notice to the other party and any person known to a party to have a mortgage or similar interest in the Non-profit's leasehold, subject to the limitations set forth in this Agreement that, on the date specified in such notice which shall be at least 60 days following the date of the notice, all of the Non-profit's interest under this Agreement shall be assigned to the City unless on or before such date all arrears of rent and all other sums payable by Non-profit under this Agreement and all costs and expenses incurred by or on behalf of City hereunder shall have been paid by Non-profit and all other Events of Default at the time existing shall have been remedied to the satisfaction of City. In the event of termination or expiration of this Agreement, the Non-profit's interest under this Agreement shall automatically be transferred and assigned to the City. If the Non-profit's

interest hereunder is transferred and assigned to the City, that interest shall not merge with the City's fee ownership of the land to the extent that and for so long as the Non-profit's interest, and that of any sublessee from the Non-profit, at the time of transfer, was subject to any leasehold mortgage, pledge, assignment of rents and profits, or other security interest, and the City shall assume the Non-profit's position and obligations hereunder. To the extent the Non-profit's interest merges with the City's fee ownership, the City shall recognize all tenants under subleases with the Non-profit as its tenants and those tenants shall attorn to the City as landlord. The remedy provided in this section 7.03 is in lieu of termination but is not intended to preclude any other remedies, including termination of this Agreement and retaking of the Leasehold Premises, available to the City."

2. Agreement in Full Force. Except as specifically provided in this Amendment No. 5, all other terms and conditions of the Agreement remain unchanged and in full force and effect, in accordance with their terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 5 as of the date set forth below,

Non-profit:

SANTA FE RAILYARD COMMUNITY CORP.

By _____

Printed Name Steven Robinson

Its President

CRS # 02-481098003
City of Santa Fe Business
License Registration #15-00097164

City:

CITY OF SANTA FE

By _____
Javier M. Gonzales, Mayor

Attest:

_____
Yolanda Vigil, City Clerk
OC mtg. 9/30/15

Approved as to Form:

_____
Kelley A. Brennan, City Attorney

Approved:

_____
Oscar S. Rodriguez, Finance Director

CITY CLERK RECORDED 10/22/2015

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

The foregoing instrument was acknowledged before me on October 16, 2015, by Javier Gonzales, Mayor of City of Santa Fe, a New Mexico municipal corporation, on its behalf.

Melissa D. Byers
Notary Public

My commission expires: 4/23/18

OFFICIAL SEAL
MELISSA D. BYERS
Notary Public
State of New Mexico
My Comm. Expires 4-23-18

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

The foregoing instrument was acknowledged before me on October 21, 2015, by Steven Robinson, the President of Santa Fe Railyard Community Corporation, a New Mexico nonprofit corporation, on its behalf.

Melissa D. Byers
Notary Public

My commission expires:

OFFICIAL SEAL
MELISSA D. BYERS
Notary Public
State of New Mexico
My Comm. Expires 4-23-18

COUNTY CLERK
GERALDINE SALAZAR
SANTA FE COUNTY NEW MEXICO

COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss

AMENDMENET NO. 5
PAGES: 3

I Hereby Certify That This Instrument Was Filed for Record On The 23RD Day Of October, 2015 at 11:21:46 AM And Was Duly Recorded as Instrument # 1777909 Of The Records Of Santa Fe County

Witness My Hand And Seal Of Office
Geraldine Salazar
Deputy _____ County Clerk, Santa Fe, NM

SFC CLERK RECORDED 10/23/2015

ITEM # 16-0023

CITY OF SANTA FE
AMENDMENT # 6 TO
AMENDED AND RESTATED RAILYARD LEASE AND MANAGEMENT AGREEMENT

This Amendment No. 6 (the "Amendment") to the City of Santa Fe Amended and Restated Railyard Lease and Management Agreement dated April 30, 2011, as amended by Amendment #1 dated May 18, 2012, Amendment #2 dated April 30, 2013, and Amendment #3 dated May 31, 2013 Amendment #4 dated June 1, 2013, and Amendment #5 dated September 1, 2015 (the "Agreement") between the CITY OF SANTA FE, New Mexico ("City") and SANTA FE RAILYARD COMMUNITY CORPORATION, a New Mexico non-profit corporation ("Non-profit") shall be effective on December 1, 2015.

RECITALS:

A. The City and the Non-profit are parties to the Amended and Restated Railyard Lease and Management Agreement, as amended above, (the "Amended and Restated Lease and Management Agreement") dated April 30, 2011, under which the Non-profit undertakes management of the "Leasehold Premises" within the "Santa Fe Railyard," as defined in the Amended and Restated Lease and Management Agreement.

B. The City wishes to amend Exhibit B of the Agreement to provide for additional deferrals of Rent due from the Non-profit.

C. The City wishes to amend Exhibit C of the Agreement to revise the areas of maintenance responsibilities of the City to include what was formerly known as "Parcel W" located at 705 Alarid Street. Parcel W was added to the Deed of Conservation Easement on November 3, 2014.

D. The parties wish to remove Parcel W, located at 705 Alarid Street, from the description of the Leasehold Premises.

E. The City wishes to add parcels A-3 and A-4 to the description of the Leasehold Premises.

Pursuant to Article 8.01 of the Agreement, and for the good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Non-profit agree that the Agreement is amended as follows:

1. Delete in its entirety Section 2.01 of the Agreement and replace with the following:

"2.01 **Grant of Lease Premises** The City hereby enters into this Agreement with the Non-profit for the Leasehold Premises. The Leasehold Premises shall consist of the Railyard exclusive of the following areas: the connector between the Baca and North Railyard; approximately ten (10) contiguous acres developed as a public park and Parcel W comprised of 14,129 square feet located at 705 Alarid Street, both covered by the Deed of Conservation

Easement between the City and the Trust for Public Land which was assigned to the Santa Fe Conservation Trust; the Rail Line Corridor as such term is defined in the aforementioned Conservation Easement; the area south of the Alarid Street railroad crossing; the area occupied by the underground parking garage and facilities for ingress to and egress from that garage; all public streets, alleys, and public surface parking areas within the Railyard whether existing or subsequently created; a portion of Parcel Q totaling 482 square feet; and a portion of Parcel SS in the Baca Street portion of the Railyard totaling 6,066 square feet. The Leasehold Premises shall include the following areas: a.) approximately 82 square feet adjacent to Lease Parcel E that was previously a portion of the Conservation Easement, and b.) the land in the Baca Street portion of the Railyard that was exchanged with the Santa Fe Lodge No. 2, Independent Order of Oddfellows, Inc. and Parcel A-3 comprised of 4,191 square feet. Parcel A-4 comprised of up to sixty five (65) parking spaces located in the existing parking area adjacent to Parcel A-2 shall be added to the Leased Premises effective on the commencement date of a sublease between the Non-profit and a sublease tenant for the development of a multifamily residential building. The area described above in the aggregate is depicted in Exhibit A hereto, dated December 1, 2015, and shall be hereinafter referred to as the "Leasehold Premises". Exhibit A is included for graphical information only. If any conflicts appear between Exhibit A and the text in this Agreement, the text shall prevail. Nothing herein shall be deemed to limit the addition of property owned by the City to the area covered as Leasehold Premises should such properties be added to the Railyard through the planning process or by way of acquisition by the City and so long as the Non-profit gives its written consent to the addition of the property to the Leasehold Premises and conveys fair value for any additional property."

2. Delete in its entirety Exhibit B entitled "Rent Schedule" dated April 30, 2013 and replace with the enclosed Exhibit B entitled "Rent Schedule" dated December 1, 2015.

3. Delete in its entirety Exhibit C entitled "Maintenance Responsibilities" dated April 30, 2013 and replace with the enclosed Exhibit C entitled "Maintenance Responsibilities" dated December 1, 2015. Upon the commencement date of a sublease between the Non-profit and a sublease tenant for the development of a multifamily residential building, the maintenance of Parcel A-4 shall become the responsibility of the sublease tenant.

Except as specifically provided in this Amendment #6, 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 #6 as of the dates set out below,

Non-profit:

SANTA FE RAILYARD COMMUNITY CORP.

By _____

Printed Name STEVEN ROBINSON

Its President

CRS # 02-481098003
City of Santa Fe Business
License Registration # 15-00097164

City:

CITY OF SANTA FE

By _____
Javier Gonzales, Mayor

Attest:

_____
Yolanda Vigil, City Clerk
CC mtg. 1/13/16

Approved as to form:

_____
Kelley A. Brennan, City Attorney

Approved:

_____ 1-20-2016
Oscar Rodriguez, Finance Director

COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss

AMENDMENT
PAGES: 11

I Hereby Certify That This Instrument Was Filed for Record On The 25TH Day Of January, 2016 at 12:05:30 PM And Was Duly Recorded as Instrument # 1784759 Of The Records Of Santa Fe County

Witness My Hand And Seal Of Office
Geraldine Salazar
Deputy _____ County Clerk, Santa Fe, NM

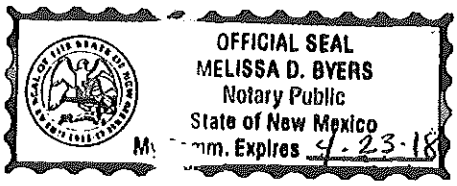
SFC CLERK RECORDED 01/25/2016

STATE OF NEW MEXICO
§:
COUNTY OF SANTA FE

The foregoing instrument was acknowledged before me on January 15, 2016, by Javier Gonzales, Mayor of City of Santa Fe, a New Mexico municipal corporation, on its behalf.

Melissa D. Byers
Notary Public

My commission expires: 4-23-18



STATE OF NEW MEXICO
§:
COUNTY OF SANTA FE

The foregoing instrument was acknowledged before me on _____, by Steven Robinson, the Board President of Santa Fe Railyard Community Corporation, a New Mexico non-profit corporation, on its behalf.

_____
Notary Public

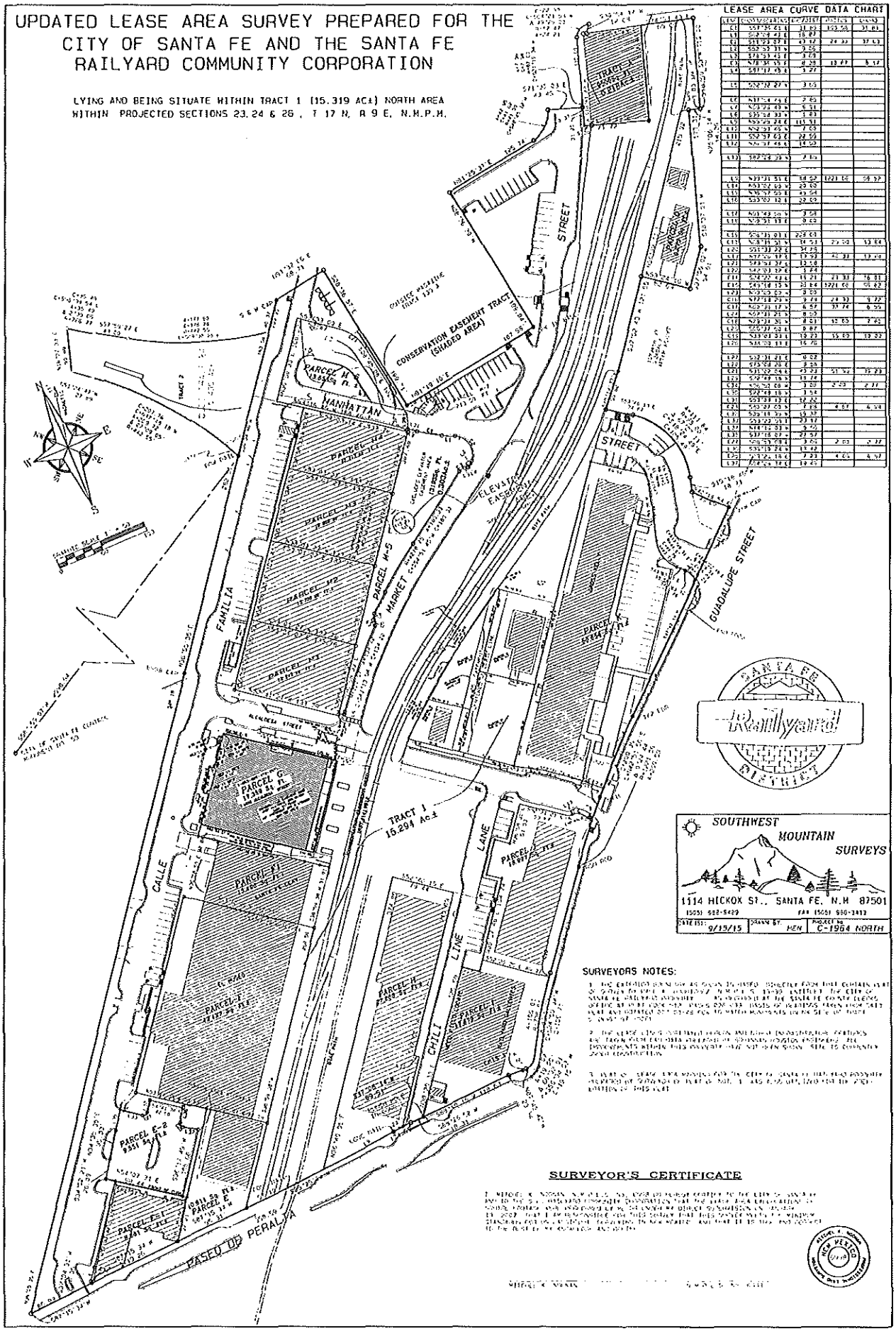
My commission expires:

SF CLERK RECORDED 01/25/2016

SFC CLERK RECORDED 01/22/2016

UPDATED LEASE AREA SURVEY PREPARED FOR THE CITY OF SANTA FE AND THE SANTA FE RAILYARD COMMUNITY CORPORATION

LYING AND BEING SITUATE WITHIN TRACT 1 (15.319 Ac±) NORTH AREA WITHIN PROJECTED SECTIONS 23, 24 & 25, T 17 N, R 9 E, N.M.P.M.



SURVEYORS NOTES:

1. [illegible]

2. [illegible]

3. [illegible]

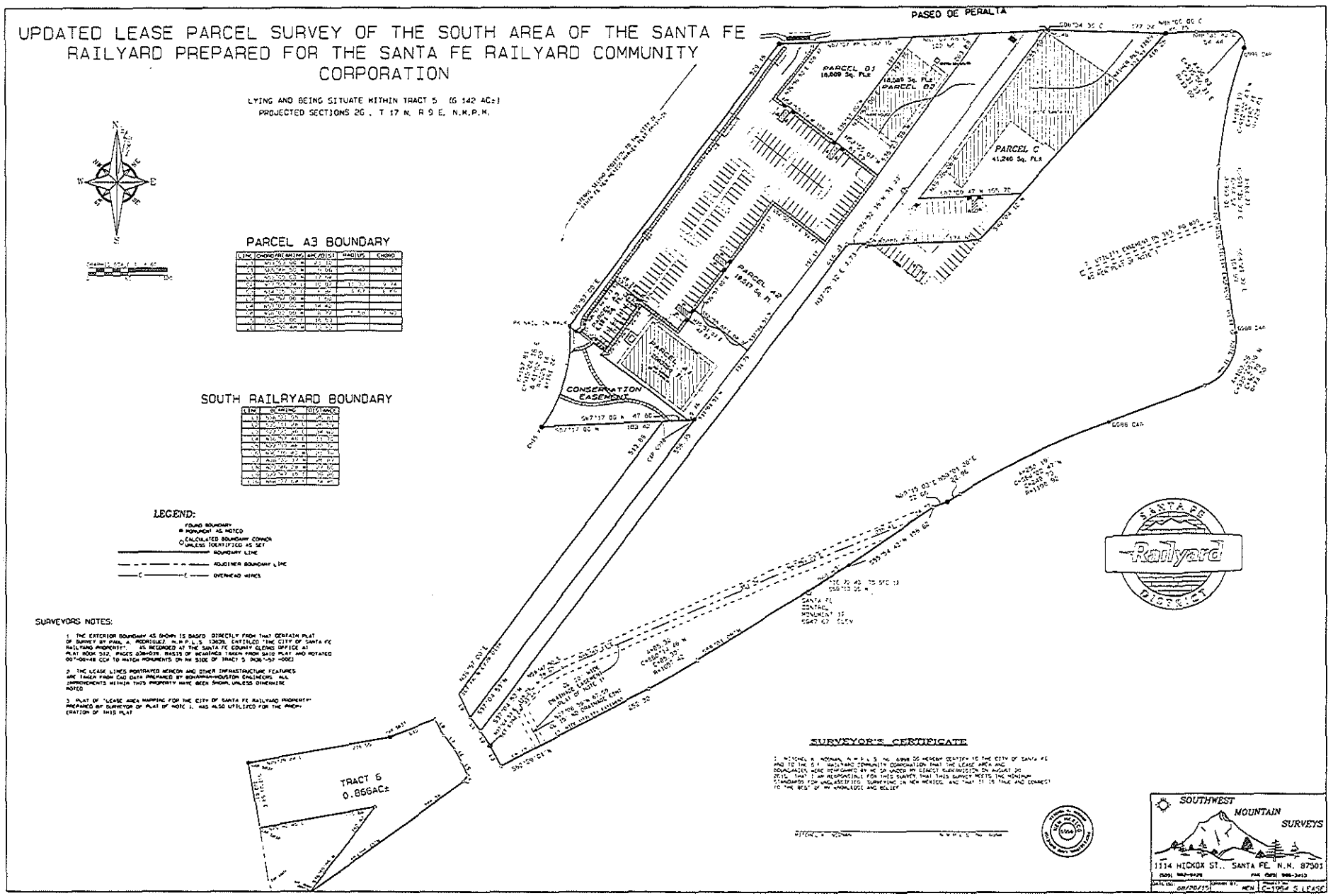
SURVEYOR'S CERTIFICATE

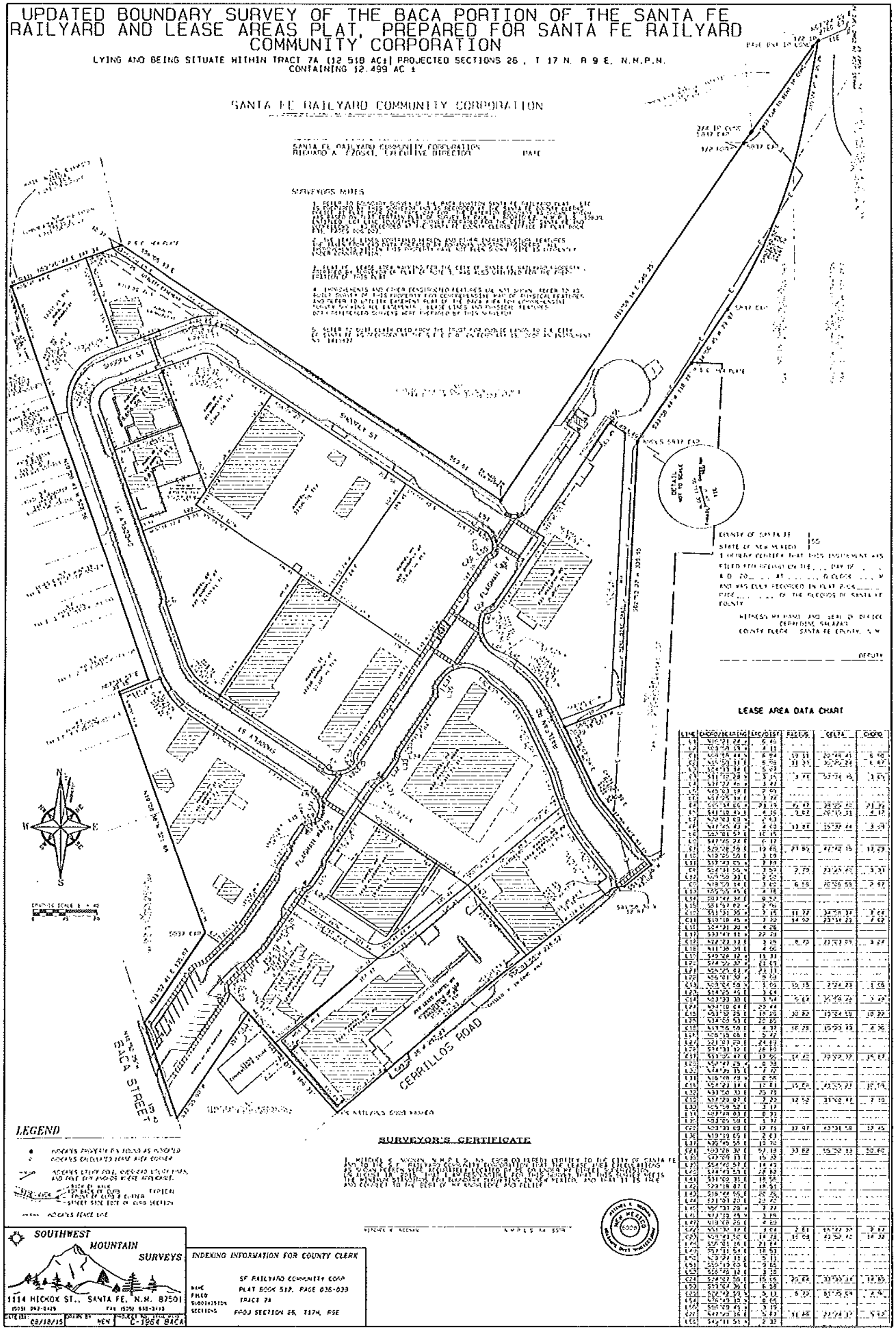
I, [illegible]

SFC CLERK RECORDED 01/25/2016

UPDATED LEASE PARCEL SURVEY OF THE SOUTH AREA OF THE SANTA FE RAILYARD PREPARED FOR THE SANTA FE RAILYARD COMMUNITY CORPORATION

LYING AND BEING SITUATE WITHIN TRACT 5 (0.142 AC±)
PROJECTED SECTIONS 26, T 17 N, R 9 E, N.M.P.M.





SFC CLERK RECORDED 01/25/2016

City of Santa Fe
NEWS RELEASE
www.santafenm.gov

Second Public Meeting on Short-Term Rentals

Opportunity To Provide Input On City Approach To Booming Rental Market

January 20, 2015

For Immediate Release

Contact: John Feins, TOURISM Santa Fe; jgfeins@santafenm.gov, (505) 955-6221

Santa Fe, NM – After a successful and well-attended public meeting on January 7th, the City of Santa Fe is holding a second meeting to give folks who could not make it the first time an opportunity to comment on the City's approach to the short term rental market.

A recent staff report to the Santa Fe City Council determined that in spite of a 350 permit limitation on short term rentals in the existing Short Term Rental Ordinance, there appear to be more than 1,000 in operation with 439 being offered through AirBnB alone.

Interested parties have the opportunity to provide feedback on the report, short term rentals in general, and the remedial solutions under consideration at an informal meeting on **Thursday, January 28 at 5:00pm** in the Peralta Room at The Santa Fe Community Convention Center.

This is the second in the series of public meetings, intended to give those who could not attend the first a chance to voice their concerns. Input received at the first meeting will be combined with input received at this one and reported to the City Council on February 10th.

###

SFC CLERK RECORDED 01/25/2016

Exhibit B - Rent Schedule - December 1, 2015

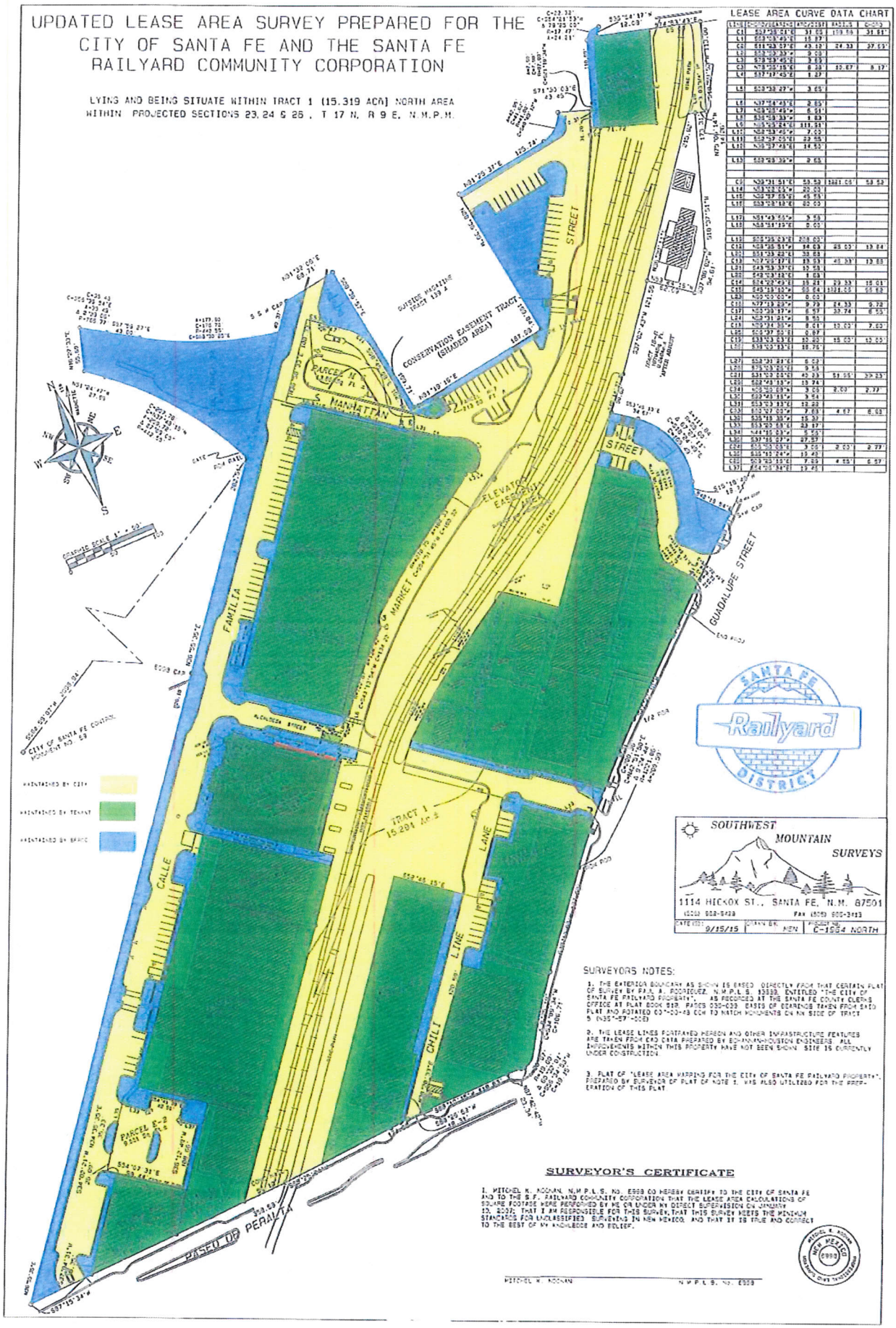
11/10/2015
5:21:05 PM

	ACTUALS											PROJECTED												GRAND TOTALS
	FY2002-05	FY2005-06	FY2006/07	FY2007/08	FY2008/09	FY2009/10	FY2010/11	FY2011/12	FY2012/13	FY2013/14	FY2014/15	FY2015/16	FY2016/17	FY2017/18	FY2018/19	FY2019/20	FY2020/21	FY2021/22	FY2022/23	FY2023/24	FY2024/25	FY2025/26	FY2026/27	FY2027/28	FY2028/29	
DEBT SERVICE																									
City of Santa Fe Land Debt for acquisition costs - see below for City sanctioned debt relief credits applied	(1,183,724)	(452,547)	(453,221)	(453,579)	(452,582)	(454,430)																			(3,450,083)
NMFA Loan - Infrastr Phase I (8) ($579,025) per City of SF Sch interest only until 2010-2011	0	0	0	(222,527)	(219,337)	(212,544)	(142,250)	(53,098)	(53,115)	(52,817)	(52,821)	(52,825)	(52,828)	(52,833)	(52,838)	(52,843)	(52,849)	(52,855)	(52,860)	(52,867)	0	0	0	0	0	(1,484,107)
NMFA Loan - Infrastr Phase II (15B) $892,227*term ends May 2026 and concurs with City SF Schedule*	0	0	0	0	0	0	(239,827)	(85,150)	(85,155)	(85,161)	(85,166)	(85,172)	(85,179)	(85,185)	(85,193)	(85,201)	(85,209)	(85,218)	(85,228)	(85,239)	(85,250)	(85,261)	0	0	0	(1,517,792)
Refinance (2010B) $10,490,000 term ends May 2026 and concurs with City of SF Schedule	0	0	0	0	0	0	(463,688)	(705,000)	(705,400)	(1,071,000)	(1,070,500)	(1,069,900)	(1,071,650)	(1,066,650)	(1,070,150)	(1,071,650)	(1,071,150)	(1,068,650)	(1,069,150)	(1,067,400)	(638,200)	(639,600)	0	0	0	(14,919,738)
SUB-TOTAL	(1,183,724)	(452,547)	(453,221)	(676,106)	(671,919)	(666,974)	(845,765)	(843,248)	(843,670)	(1,208,977)	(1,208,486)	(1,207,897)	(1,209,657)	(1,204,668)	(1,208,181)	(1,209,694)	(1,209,208)	(1,206,723)	(1,207,238)	(1,205,505)	(723,450)	(724,861)	0	0	0	(21,371,720)
Negotiated option Contingency Relief Funds credit - Land and NMFA, per L&M Amendment #3 thru 2009-10 - $769,175	30,000	276,000	180,000	60,175	121,000	102,000	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	769,175
Re-Payment of L&M Amendment #3 Debt Deferral of $769,175	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	(469,175)	(300,000)	0	0	0	(769,175)
Debt Deferral and repayment per L&M renewal of 2011and L&M Amendment 2 - $3,483,441	0	0	0	0	0	0	133,441	300,000	300,000	650,000	650,000	400,000	600,000	350,000	200,000	200,000	100,000	100,000	100,000	0	0	0	0	0	0	4,083,441
Repayment of 2010-2023 Debt Deferral - $3,483,441	0	0	0	0	0	0															(200,000)	(500,000)	(950,000)	(1,300,000)	(1,133,441)	(4,083,441)
TOTAL RENT PAYMENTS	(1,153,724)	(176,547)	(273,221)	(615,931)	(550,919)	(564,974)	(712,324)	(543,248)	(543,670)	(558,977)	(558,486)	(807,897)	(609,657)	(854,668)	(1,008,181)	(1,009,694)	(1,109,208)	(1,106,723)	(1,107,238)	(1,205,505)	(1,392,625)	(1,524,861)	(950,000)	(1,300,000)	(1,133,441)	(21,371,720)

NOTES

1. In addition to the deferrals specified above, the following credits are applied to the Rent payable by the Non-profit to the City:
   A. Ground rent and CAM rent for City's portion of the condominium interest in the Market Station building and the development parcels per Amendment 1 to the Agreement dated May 18, 2012.
   B. Ground rent and CAM rent for the lease of Parcel O, including the Santa Fe Depot building, per Amendment 4 dated June 1, 2013.
   C. Payment of $243,478 made in FY2002-03, $486,424 in FY2003-04 and $453,833 made in FY2004-05. $30,000 deferral for FY2004-05.

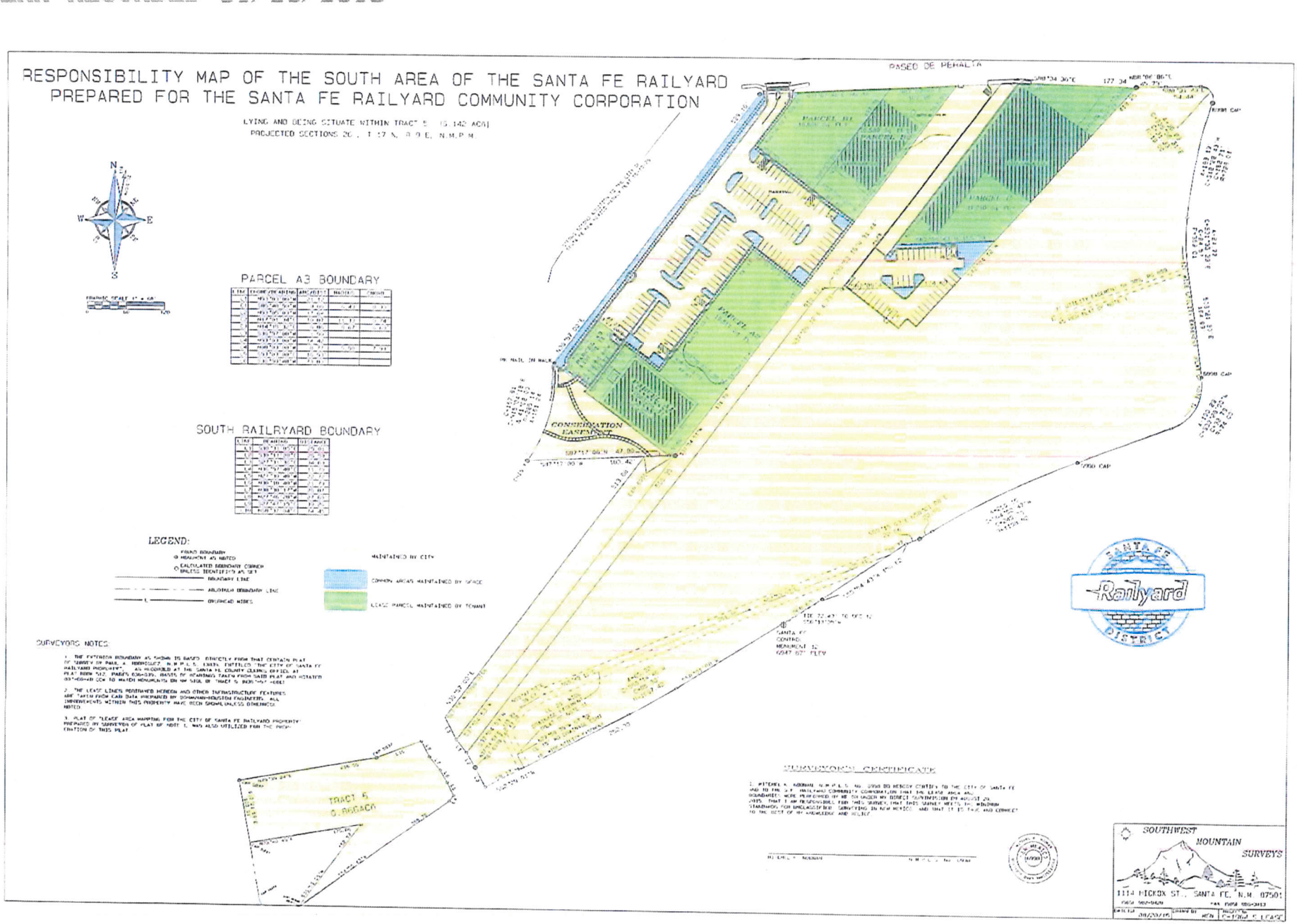
SFC CLERK RECORDED 01/25/2016



SFC CLERK RECORDED 01/25/2016

RESPONSIBILITY MAP OF THE SOUTH AREA OF THE SANTA FE RAILYARD
PREPARED FOR THE SANTA FE RAILYARD COMMUNITY CORPORATION

LYING AND BEING SITUATE WITHIN TRACT 5 (5.142 ACA)
PROJECTED SECTIONS 26, T 17 N., R 9 E., N.M.P.M.



SFC CLERK RECORDED 01/25/2016

RESPONSIBILITY MAP OF THE BACA PORTION SANTA FE RAILYARD AND LEASE AREAS PLAT, PREPARED FOR THE SANTA FE RAILYARD COMMUNITY CORPORATION

LYING AND BEING SITUATE WITHIN TRACT 7A, (12.518 AC±) PROJECTED SECTIONS 26 , T 17 N, R 9 E, N.M.P.M.
CONTAINING 12.499 AC ±

SANTA FE RAILYARD COMMUNITY CORPORATION

SANTA FE RAILYARD COMMUNITY CORPORATION
RICHARD A. CZOSKY, EXECUTIVE DIRECTOR DATE

SURVEYORS NOTES:

1. BEARINGS ARE GRID BEARINGS BASED ON THE BACA BOUNDARY SURVEY BY PARAMETRIC SURVEYING, INC. DATED 10/2003 AND THE SANTA FE RAILYARD BOUNDARY SURVEY BY SOUTHWEST MOUNTAIN SURVEYS DATED 6/2008. DISTANCES ARE GROUND DISTANCES.

2. THE LEASE AREAS DEPICTED HEREON DO NOT DELINEATE CLOSE BOUNDARIES BETWEEN ADJACENT LEASE AREAS. THE LEASE AREAS ARE SHOWN FOR GENERAL ORIENTATION PURPOSES ONLY.

3. ALL OF LEASE AREA #1 AND PORTIONS OF LEASE AREAS #2 THROUGH #5 ARE LOCATED WITHIN THE BOUNDARIES OF PLAT OF TRACTS 7A AND 7B, SANTA FE RAILYARD, RECORDED AS DOCUMENT NO. 1635,000 ON 10/29/2015.

4. ENCROACHMENTS AND OTHER CONSTRUCTED FEATURES ARE NOT SHOWN. REFER TO AS-BUILT SURVEY OF TRACT PROPERTY FOR COMPREHENSIVE DEPICTION OF CONSTRUCTED FEATURES AND REFER TO UTILITY EASEMENT PLAT OF TRACT 7A FOR AREA FOR COMPREHENSIVE SURVEY SHOWING ALL EASEMENTS, LEASE LINES AND PHYSICAL FEATURES. BOTH REFERENCED SURVEYS WERE PREPARED BY THIS SURVEYOR

5. BASIS OF LEASE AREA DESCRIPTIONS: LEASE AREA #1 IS DESCRIBED BY METES AND BOUNDS IN THE CITY OF SANTA FE LEASE AGREEMENT RECORDED AS DOCUMENT NO. 1635,000. LEASE AREAS #2 THROUGH #5 ARE DESCRIBED BY METES AND BOUNDS IN THE CITY OF SANTA FE LEASE AGREEMENT RECORDED AS DOCUMENT NO. 1635,000.

SHOOFLY ST

FLAGMAN WAY

CERRILLOS ROAD

BACA STREET

DETAIL
NOT TO SCALE

COUNTY OF SANTA FE)
) SS
STATE OF NEW MEXICO)
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD ON THE ____ DAY OF _____ A.D. 20____ AT _____ O'CLOCK _____ M. AND WAS DULY RECORDED IN PLAT BOOK _____ PAGE _____ OF THE RECORDS OF SANTA FE COUNTY.

WITNESS MY HAND AND SEAL OF OFFICE
GERALDINE SALAZAR
COUNTY CLERK, SANTA FE COUNTY, NM

_____ DEPUTY

LEASE AREA DATA CHART

LEASE	CURVE/BEARING	RADIUS/DIST	AREA	DELTA	CHORD
L1	N39°01'24"W	8.41			
L2	N39°03'55"W	4.81			
C1	N39°03'55"W	8.04	33.81	53°03'41"	8.52
C2	N33°01'31"E	6.03	11.30	35°23'24"	6.97
L3	S04°15'08"E	5.07			
C3	S33°43'25"W	3.45	3.44	63°34'33"	3.25
L4	S31°27'05"W	3.47			
L5	N43°53'15"E	2.03			
L6	N39°02'10"E	3.74			
C4	N39°03'55"W	23.73	30.47	53°03'41"	23.33
C5	S46°05'45"E	4.15	9.07	25°35'51"	4.12
L7	N39°03'55"W	2.63			
C6	N47°01'41"W	4.03	10.84	35°03'44"	3.96
L8	S00°01'57"E	52.15			
L9	S49°05'24"E	8.97			
C7	S01°03'55"E	18.05	23.85	47°31'15"	18.23
L10	S00°01'57"E	3.03			
L11	S19°05'05"W	7.03			
C8	S24°31'55"W	3.97	2.75	73°55'45"	3.33
L12	S00°01'57"E	2.53			
C9	N78°03'24"E	3.03	6.58	83°55'53"	2.97
L13	N39°05'05"E	4.75			
L14	S03°27'34"E	0.63			
L15	S01°27'05"W	2.03			
C10	S56°31'55"W	7.15	11.72	34°03'34"	7.04
C11	S13°15'45"W	7.73	14.19	23°58'25"	7.03
L16	S24°31'55"W	4.23			
L17	S39°05'05"W	22.73			
C12	N71°23'15"E	3.23	8.75	21°03'05"	3.24
L18	N13°58'55"W	4.03			
L19	S49°05'05"W	31.35			
L20	S44°05'05"W	61.05			
L21	N39°05'05"E	23.33			
L22	N39°05'05"E	2.03			
C13	N39°04'55"W	4.03	10.15	9°24'23"	1.05
L23	S24°05'45"E	3.04			
C14	N13°31'55"E	3.64	5.64	53°03'45"	3.45
L24	N24°05'24"E	20.46			
C15	N33°31'25"E	33.25	30.88	53°24'53"	33.23
C16	N78°03'24"E	33.25			
C17	N13°05'55"W	4.37	10.29	65°23'45"	4.35
L25	N39°05'05"E	5.43			
L26	S05°03'25"E	24.63			
L27	S24°31'55"W	24.63			
C18	S53°05'45"E	32.55	84.73	33°03'33"	15.07
L28	N39°05'05"E	0.33			
L29	N39°05'05"E	0.58			
L30	N39°05'05"E	0.33			
L31	N39°05'05"E	0.37			
C19	N53°05'55"W	12.71	17.97	45°31'55"	12.45
L32	N39°05'05"E	2.03			
L33	N39°05'05"E	22.73			
C20	N53°05'55"W	37.15	33.93	65°03'15"	23.65
L34	S49°05'05"W	25.33			
L35	S24°05'45"E	12.43			
L36	S44°05'05"W	23.33			
L37	S31°05'25"E	18.43			
L38	S39°05'05"W	22.33			
L39	S15°05'25"E	2.03			
L40	S39°05'05"W	20.43			
L41	S05°05'25"E	7.77			
L42	S78°05'25"E	3.03			
L43	N39°05'05"E	4.03			
C21	N51°05'55"W	3.04	3.61	85°27'27"	3.07
C22	N13°31'55"E	33.73	35.09	49°03'45"	34.33
L44	S88°31'55"E	21.01			
L45	S07°31'55"E	23.53			
L46	S82°28'05"W	5.11			
L47	S53°31'55"E	2.03			
L48	S53°31'55"E	3.33			
C23	S24°07'55"E	33.03	28.64	39°05'24"	24.65
L49	S53°31'55"E	2.03			
C24	N39°05'25"W	5.33	8.72	51°35'03"	4.55
L50	N75°05'25"W	0.03			
L51	S39°05'05"E	3.33			
C25	S39°05'45"E	6.37	33.85	27°24'37"	5.63
L52	S43°31'55"E	2.33			

LEGEND

- ● INDICATES PROPERTY PIN FOUND AS NOTED
- ○ INDICATES CALCULATED LEASE AREA CORNER
- INDICATES 1"L"/" POLE, OVER-HEAD 1"L"/" LINES AND POLE GUY ANCHOR WHERE AVAILABLE
- 15' BASE OF BANK / 30' BASE OF EAVE / 60' FRONT OF CURB & GUTTER / STREET SIDE SIDE OF CURB SECTION — TYPICAL
- INDICATES FENCE LINE

LEASE AREAS, DESCRIBED BY TENANT
MAINTAINED BY CITY
MAINTAINED BY SFRCC

SURVEYOR'S CERTIFICATE

I, MICHAEL A. NOBLE, N.M.P.L.S. No. 8008, OF MESILLA, COUNTY OF DONA ANA, NEW MEXICO, HEREBY CERTIFY TO THE CITY OF SANTA FE AND TO THE SANTA FE RAILYARD COMMUNITY CORPORATION THAT THIS PLAT AND THE SURVEY ON WHICH IT IS BASED WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

MICHAEL A. NOBLE N.M.P.L.S. No. 8008

SOUTHWEST MOUNTAIN SURVEYS
1114 HICKOX ST., SANTA FE, N.M. 87501
(505) 982-3498 FAX (505) 986-3453

INDEXING INFORMATION FOR COUNTY CLERK
NAME: SF RAILYARD COMMUNITY CORP.
FILED: PLAT BOOK 682, PAGE 038-039
SUBDIVISION: TRACT 7A
SECTION: PROJ SECTION 26, T17N, R9E

ITEM # 16-0265

CITY OF SANTA FE
AMENDMENT # 7 TO
AMENDED AND RESTATED RAILYARD LEASE AND MANAGEMENT AGREEMENT

This Amendment No. 7 (the "Amendment") to the City of Santa Fe Amended and Restated Railyard Lease and Management Agreement dated April 30, 2011, as amended by Amendment #1 dated May 18, 2012, Amendment #2 dated April 30, 2013, and Amendment #3 dated May 31, 2013 Amendment #4 dated June 1, 2013, Amendment #5 dated September 1, 2015 and Amendment #6 dated December 1, 2015 (the "Agreement") between the CITY OF SANTA FE, New Mexico ("City") and SANTA FE RAILYARD COMMUNITY CORPORATION, a New Mexico non-profit corporation ("Non-profit") shall be effective on March 31, 2016.

RECITALS:

A. The City and the Non-profit are parties to the Amended and Restated Railyard Lease and Management Agreement, as amended above, (the "Amended and Restated Lease and Management Agreement") dated April 30, 2011, under which the Non-profit undertakes management of the "Leasehold Premises" within the "Santa Fe Railyard," as defined in the Amended and Restated Lease and Management Agreement.

B. The City wishes to amend Exhibit C of the Agreement to correct a clerical error on Page 1 of 3 of that exhibit.

C. The parties wish to revise the definition of Leasehold Premises to include approximately 2,000 square feet of area on the north side of Lease Parcel A-2.

Pursuant to Article 8.01 of the Agreement, and for the good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Non-profit agree that the Agreement is amended as follows:

1. Delete in its entirety Section 2.01 of the Agreement and replace with the following:

"**2.01 Grant of Lease Premises** The City hereby enters into this Agreement with the Nonprofit for the Leasehold Premises. The Leasehold Premises shall consist of the Railyard exclusive of the following areas: the connector between the Baca and North Railyard; approximately ten (10) contiguous acres developed as a public park and Parcel W comprised of 14,129 square feet located at 705 Alarid Street, both covered by the Deed of Conservation Easement between the City and the Trust for Public Land which was assigned to the Santa Fe Conservation Trust; the Rail Line Corridor as such term is defined in the aforementioned Conservation Easement; the area south of the Alarid Street railroad crossing; the area occupied by the underground parking garage and facilities for ingress to and egress from the garage; all public streets, alleys, and public surface parking areas within the Railyard whether existing or subsequently created; a portion of Parcel Q totaling 482 square feet; and a portion of Parcel SS in the Baca Street portion of the Railyard totaling 6,066 square feet. The

Leasehold Premises shall include the following areas: a.) approximately 82 square feet adjacent to Lease Parcel E that was previously a portion of the Conservation Easement, and b.) the land in the Baca Street portion of the Railyard that was exchanged with the Santa Fe Lodge No.2, Independent Order of Oddfellows, Inc. and Parcel A-3 comprised of 4,191 square feet. Parcel A-4 comprised of up to sixty-five (65) parking spaces located in the existing parking area adjacent to Parcel A-2 and an area of approximately 2,000 square feet on the north side of Lease Parcel A-2 shall be added to the Leased Premises effective on the commencement date of a sublease between the Non-profit and a sublease tenant for the development of a multifamily residential building. The area described above in the aggregate is depicted in Exhibit A hereto, dated March 1, 2016, and shall be hereinafter referred to as the "Leasehold Premises". Exhibit A is included for graphical information only. If any conflicts appear between Exhibit A and the text in this Agreement, the text shall prevail. Nothing herein shall be deemed to limit the addition of property owned by the City to the area covered as Leasehold Premises should such properties be added to the Railyard through the planning process or by way of acquisition by the City and so long as the Non-profit gives its written consent to the addition of the property to the Leasehold Premises and conveys fair value for any additional property."

2. Delete in its entirety Page 1 of 3 of Exhibit C entitled "Maintenance Responsibilities" dated December 1, 2015 and replace with the attached Exhibit C entitled "Maintenance Responsibilities" dated March 1, 2016.

3. Add a new paragraph at the end of Section 5.06, "Implementation" as follows:

"In order to achieve the objectives of the Railyard Master Plan, in accordance with 14-8.14(D)(5) SFCC 1987, the City shall pay the impact fees associated with any residential development constructed on Lease Parcel A-2 provided that at least fifteen percent (15%) of the construction work required to construct the residential development (measured as a percentage of construction hard costs) is awarded to local businesses that qualify for "Local Preference" which, for the purposes of this Agreement, is defined below:

1) The principal place of business of the enterprise must be physically located within the Santa Fe County Geographic Boundaries;

2) The business location must be a physical location, street address or such. A Santa Fe post office box or other non-physical postal address alone is not acceptable; and

3) The principal place of business must have been established no less than six months preceding the award of the contract, subcontract or purchase order.

As used herein, the term, "construction work" includes all design- and construction-related labor and materials directly associated with the residential development."

4. Delete in its entirety section 5.13 and replace with the following;

"5.13 Special Entertainment The Non-profit shall promote, permit, and program special events and special entertainment in the public space on the Conservation Easement, except the Rail Line Corridor and the portion of the Conservation Easement south of the Alarid Street railroad crossing ("Event/Vendor Space"). Notwithstanding the foregoing, the Event/Vendor Space shall include the pocket park located on the northern portion of the Rail Line Corridor adjacent to Montezuma Street. The Non-profit shall manage public and private events on the Event/Vendor Space pursuant to all the applicable terms and conditions of this Agreement, Conservation Easement, and Santa Fe Railyard Park, Plaza and Alameda Public Policies and Procedures approved by the City of Santa Fe City Council on May 13, 2009, all as amended from time to time. Whenever the Non-profit believes it is in the best interests of the City to negotiate amendments to the Deed of Conservation Easement, the Non-profit may attempt to negotiate such amendments with the grantee of the Deed of Conservation Easement and may propose such amendments as are acceptable to the grantee to the Governing Body of the City for approval. The Non-profit will also consult with the City Manager or his or her designee from time to time, as may be necessary or appropriate, with respect to the vending and public and private event management of the Event/Vendor Space. Such activities shall be performed in coordination with subtenants, outside vendors and the holder of the Railyard Conservation Easement. The Non-profit shall manage vending and public and private events on the Event/Vendor Space, including granting licenses for the potential users, in a manner that facilitates and encourages development of the Santa Fe Railyard in accordance with the Santa Fe Railyard Master Plan, as it may be amended from time to time.

The Non-profit or the City may terminate the Non-profit's responsibilities and obligations described in this Section 5.13 upon sixty (60) days written notice to the other party."

Except as specifically provided in this Amendment #7, the Agreement remains and shall remain in full force and effect, in accordance with its term.

IN WITNESS WHEREOF, the parties have executed this Amendment #7 as of the dates set out below,

Non-profit:

SANTA FE RAILYARD COMMUNITY CORP.

By _____

Printed Name STEVEN ROBINSON

Its President

CRS # 02-481098003
City of Santa Fe Business
License Registration # 0397164

City:

CITY OF SANTA FE

By _____
Javier M. Gonzales, Mayor

Attest:

Yolanda Vigil, City Clerk

Approved as to form:

Kelley A. Brennan, City Attorney

Approved as to form:

Oscar S. Rodriguez, Finance Director

ACKNOWLEDGEMENTS ON FOLLOWING PAGE

STATE OF NEW MEXICO

§:

COUNTY OF SANTA FE

The foregoing instrument was acknowledged before me on May 10, 2016, by Javier M. Gonzales, Mayor of City of Santa Fe, a New Mexico municipal corporation, on its behalf.

Melissa D. Byers
Notary Public

My commission expires: 4/23/18

OFFICIAL SEAL
MELISSA D. BYERS
Notary Public
State of New Mexico
My Comm. Expires 4-23-18

STATE OF NEW MEXICO

§:

COUNTY OF SANTA FE

The foregoing instrument was acknowledged before me on May 10, 2016, by Steven Robinson, the Board President of Santa Fe Railyard Community Corporation, a New Mexico non-profit corporation, on its behalf.

Melissa D. Byers
Notary Public

My commission expires: 4/23/18

OFFICIAL SEAL
MELISSA D. BYERS
Notary Public
State of New Mexico
My Comm. Expires 4-23-18

COUNTY CLERK
GERALDINE SALAZAR
SANTA FE COUNTY NEW MEXICO

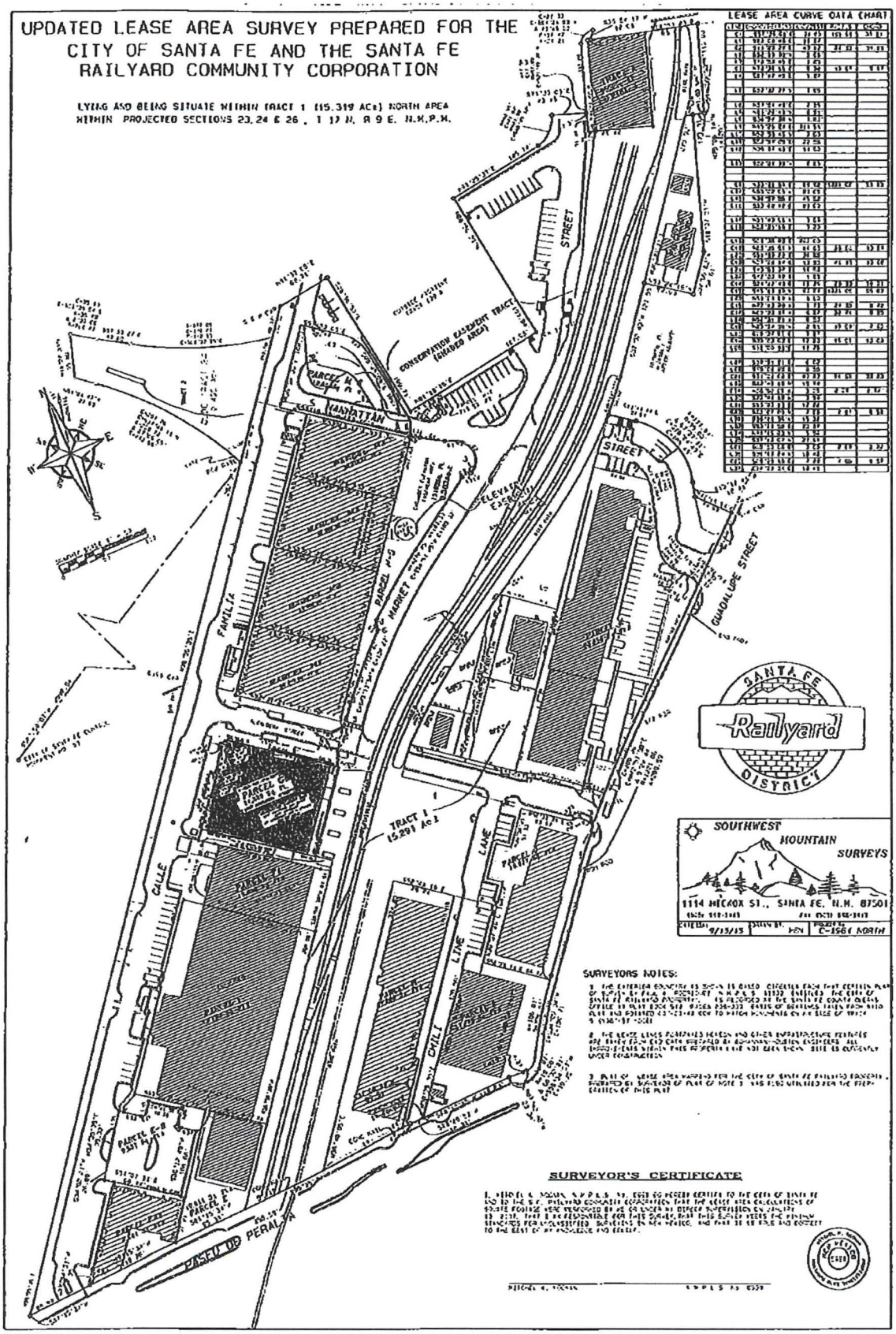
COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss

AMENDMENT
PAGES: 11

I Hereby Certify That This Instrument Was Filed for Record On The 13TH Day Of May, 2016 at 10:31:00 AM And Was Duly Recorded as Instrument # 1793453 Of The Records Of Santa Fe County

Witness My Hand And Seal Of Office
Geraldine Salazar
County Clerk, Santa Fe, NM

Deputy Estrella Martinez


UPDATED LEASE AREA SURVEY PREPARED FOR THE CITY OF SANTA FE AND THE SANTA FE RAILYARD COMMUNITY CORPORATION
LYING AND BEING SITUATE WITHIN TRACT 1 (15.319 ACs) NORTH AREA WITHIN PROJECTED SECTIONS 23, 24 & 26, T 17 N, R 9 E, N.M.P.M.
LEASE AREA CURVE DATA CHART
SANTA FE Railyard DISTRICT
SOUTHWEST MOUNTAIN SURVEYS
1114 HICKOX ST., SANTA FE, N.M. 87501
SURVEYORS NOTES:
SURVEYOR'S CERTIFICATE
CONSERVATION EASEMENT TRACT (SHADED AREA)
TRACT 1 15.291 Acs
PASEO DE PERALTA
GUADALUPE STREET
MANHATTAN
MARKET
PARCEL P-5
PARCEL P-6
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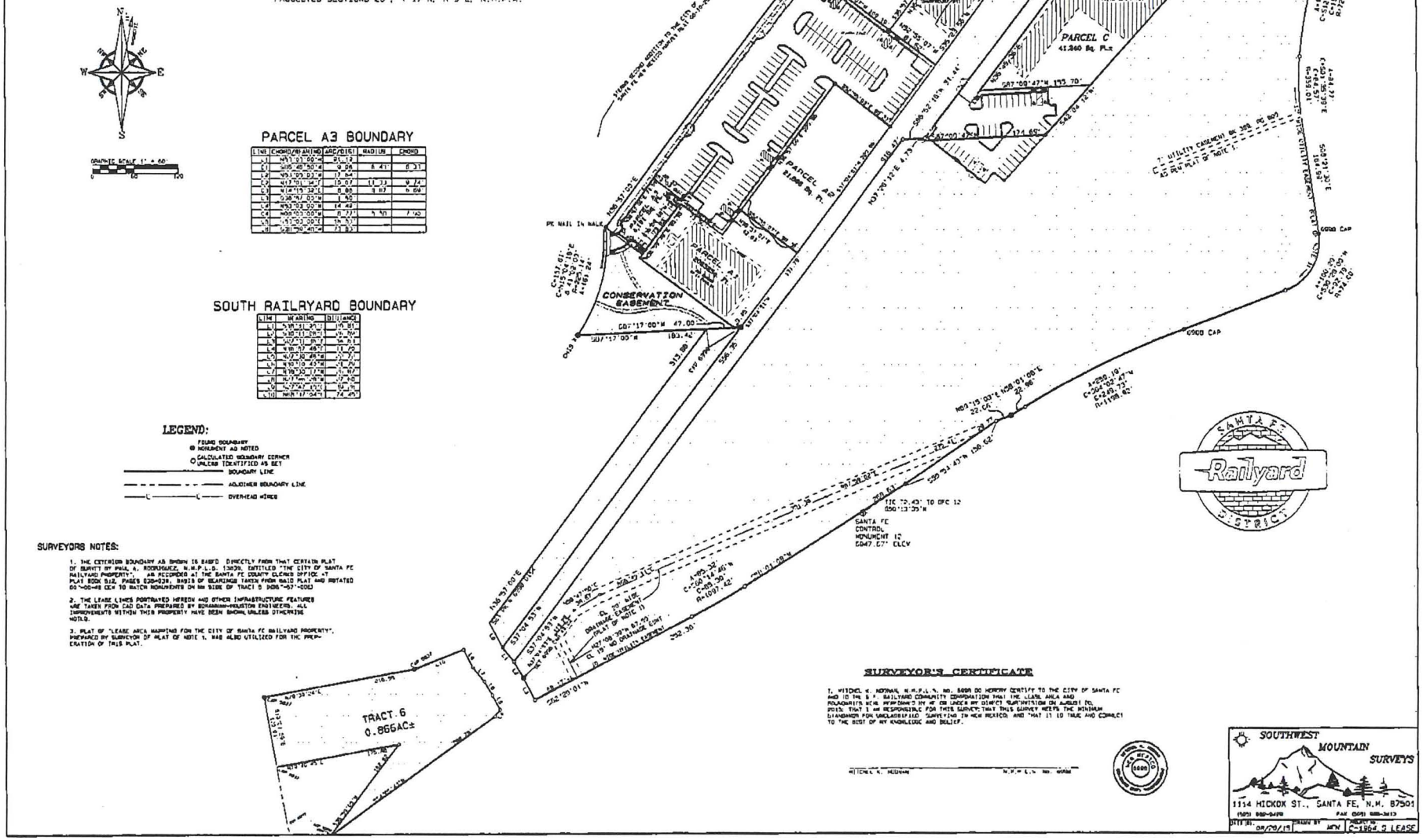
UPDATED LEASE PARCEL SURVEY OF THE SOUTH AREA OF THE SANTA FE RAILYARD PREPARED FOR THE SANTA FE RAILYARD COMMUNITY CORPORATION

LYING AND BEING SITUATE WITHIN TRACT 5 (5.142 AC±)
PROJECTED SECTIONS 26 , T 17 N, R 9 E, N.M.P.M.



GRAPHIC SCALE 1" = 60'

PARCEL A3 BOUNDARY

LINE	CHORD/BEARING	ARC/DIST	RADIUS	CHORD
L1	N81°01'09"W	91.12		
C1	S05°48'50"W	9.08	8.41	8.37
L2	N51°09'03"W	17.64		
C2	N13°01'34"E	10.07	11.33	9.74
C3	N14°19'32"E	8.88	9.97	8.59
L3	S38°47'03"W	1.40		
L4	N51°03'00"W	14.48		
C4	N09°03'00"W	8.77	5.50	7.90
L5	N51°03'00"W	74.50		
L6	S38°57'00"W	73.83		

SOUTH RAILYARD BOUNDARY

LINE	BEARING	DISTANCE
L1	S38°57'00"W	119.81
L2	N50°03'00"W	43.00
L3	N42°57'00"E	34.81
L4	N38°57'00"E	83.00
L5	N42°57'00"E	43.00
L6	N38°57'00"E	43.00
L7	N38°57'00"E	43.00
L8	N42°57'00"E	43.00
L9	N42°57'00"E	43.00
L10	N38°57'00"E	74.45

LEGEND:

- FOUND BOUNDARY MONUMENT AS NOTED
- CALCULATED BOUNDARY CORNER UNLESS IDENTIFIED AS SET
- BOUNDARY LINE
- ADJOINER BOUNDARY LINE
- OVERHEAD WIRES

SURVEYORS NOTES:

1. THE EXTERIOR BOUNDARY AS SHOWN IS BASED DIRECTLY FROM THAT CERTAIN PLAT OF SURVEY BY PAUL A. RODRIGUEZ, N.M.P.L.S. 13039, ENTITLED "THE CITY OF SANTA FE RAILYARD PROPERTY", AS RECORDED AT THE SANTA FE COUNTY CLERKS OFFICE AT PLAT BOOK 512, PAGES 028-038; BASIS OF BEARINGS TAKEN FROM SAID PLAT AND ROTATED 00°00'48" CCW TO MATCH MONUMENTS ON NW SIDE OF TRACT 5 (N38°57'00"E).

2. THE LEASE LINES PORTRAYED HEREON AND OTHER INFRASTRUCTURE FEATURES ARE TAKEN FROM CAD DATA PREPARED BY BOHANNAN-HOUSTON ENGINEERS. ALL IMPROVEMENTS WITHIN THIS PROPERTY HAVE BEEN SHOWN, UNLESS OTHERWISE NOTED.

3. PLAT OF "LEASE AREA MAPPING FOR THE CITY OF Santa Fe RAILYARD PROPERTY", PREPARED BY SURVEYOR OF PLAT OF NOTE 1, WAS ALSO UTILIZED FOR THE PREPERATION OF THIS PLAT.

SURVEYOR'S CERTIFICATE

I, MITCHELL K. MOWRER, N.M.P.L.S. NO. 9698 DO HEREBY CERTIFY TO THE CITY OF SANTA FE AND TO THE S.F. RAILYARD COMMUNITY CORPORATION THAT THE LEASE AREA AND BOUNDARIES HEREINBEFORE BY ME OR UNDER MY DIRECT SUPERVISION IN AUGUST 20[illegible]. THAT I AM RESPONSIBLE FOR THIS SURVEY; THAT THIS SURVEY MEETS THE MINIMUM STANDARDS FOR UNCLASSIFIED SURVEYING IN NEW MEXICO, AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

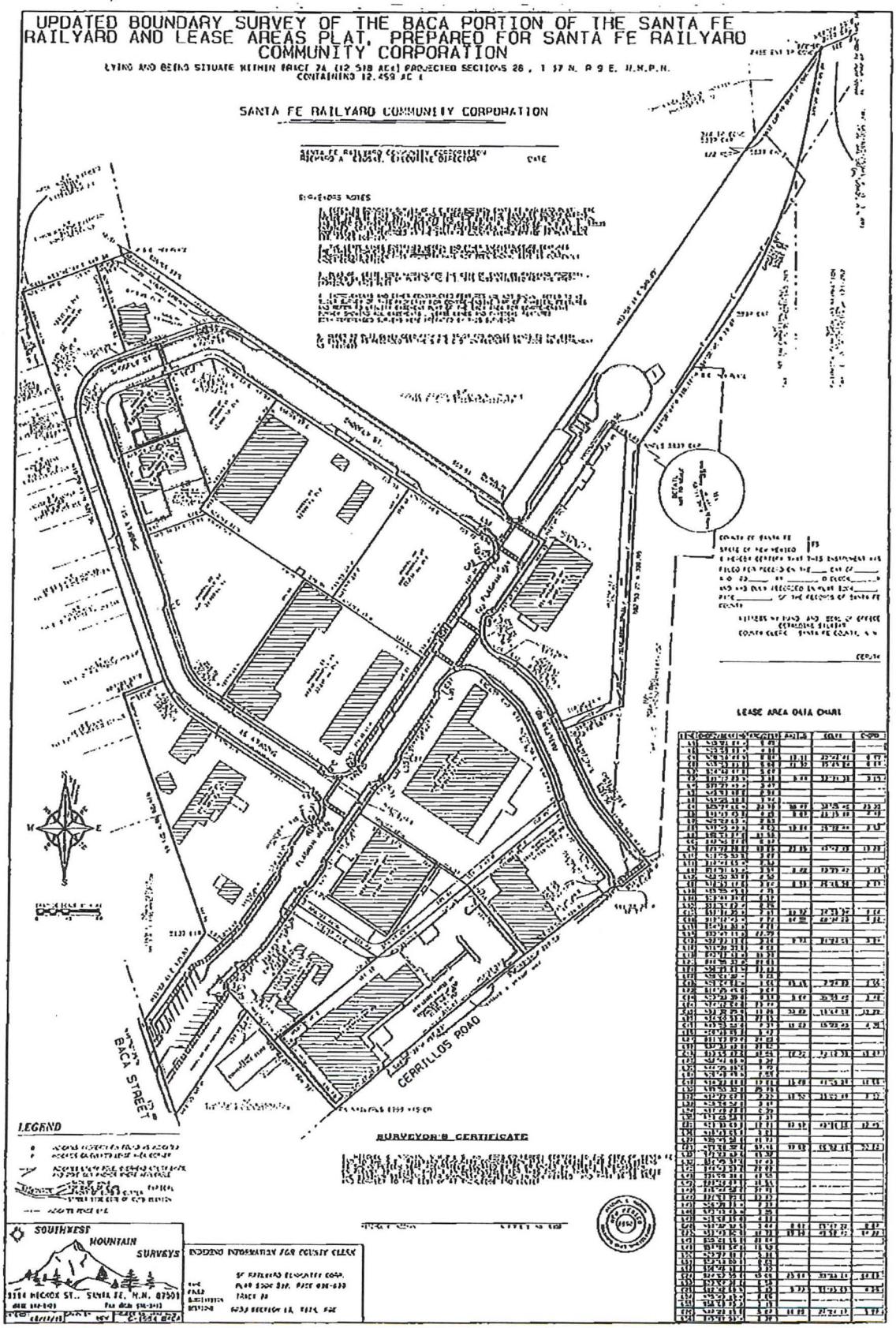
MITCHELL K. MOWRER N.M.P.L.S. NO. 9698

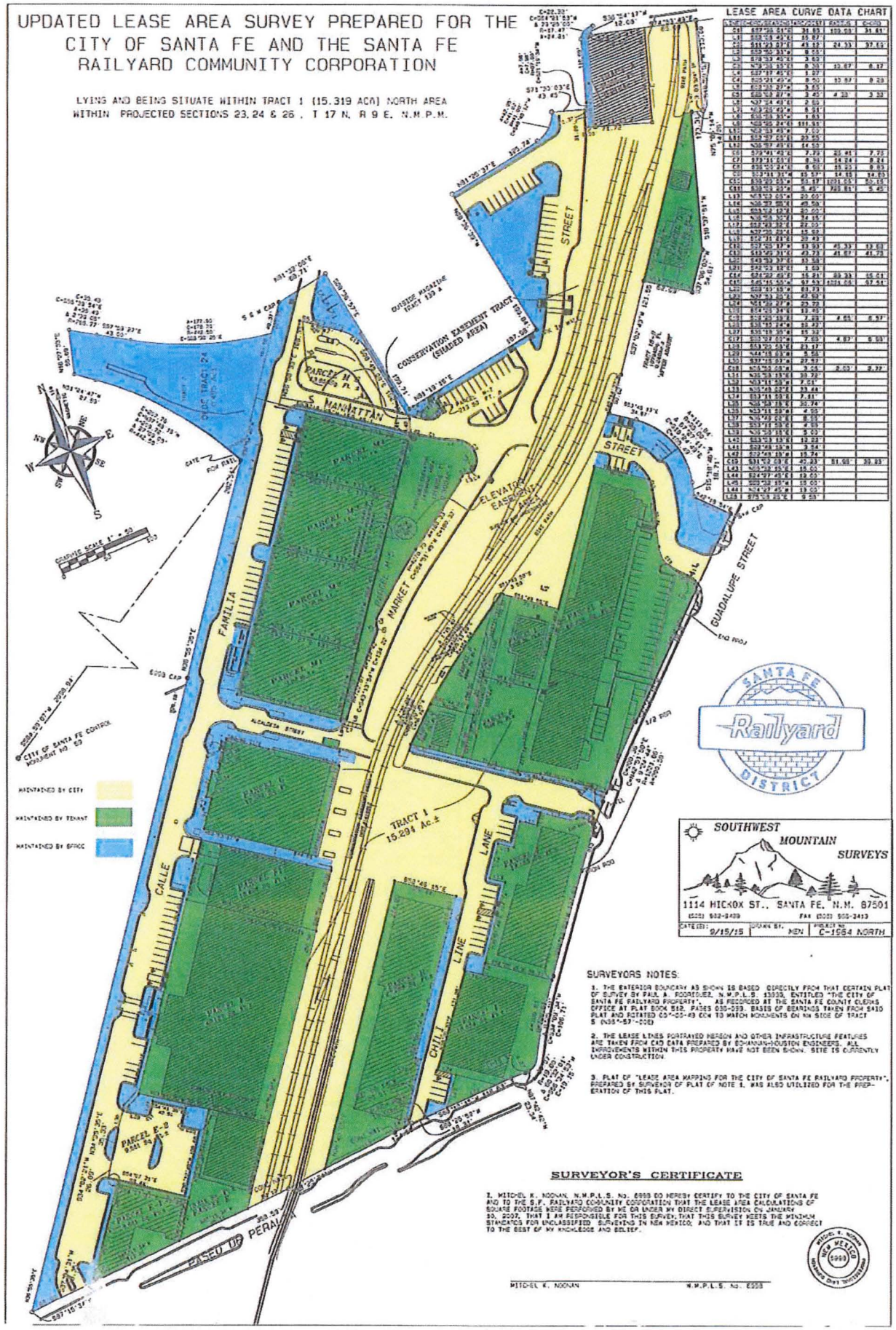
SOUTHWEST MOUNTAIN SURVEYS
1114 HICKOX ST., SANTA FE, N.M. 87501
(505) 820-8428 FAX (505) 988-3813

DATE 08/20/15 DRAWN BY MKM PROJECT NO. C-1964.5 LEASE

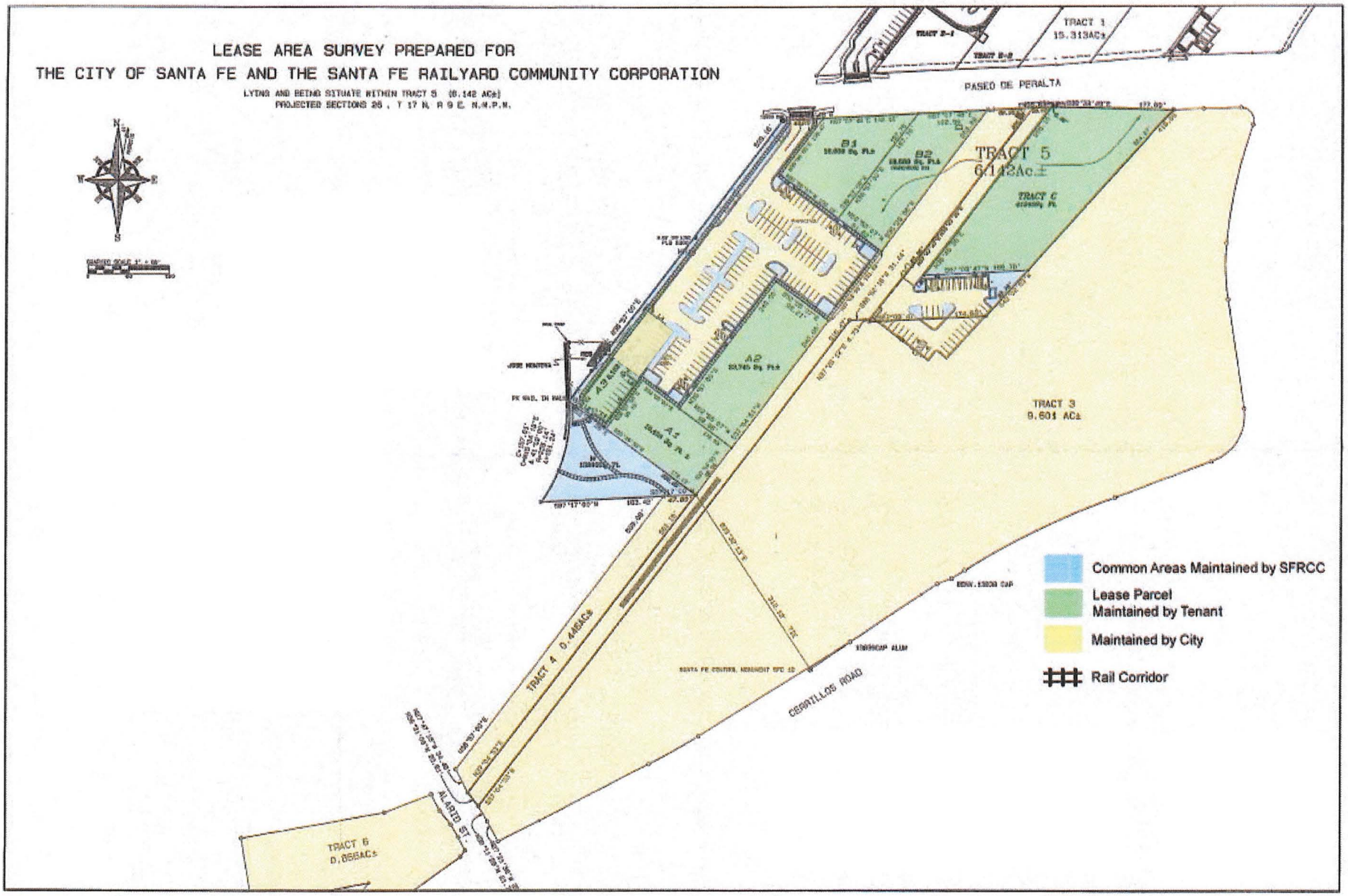
SFC CLERK RECORDED 05/13/2016

Exhibit A (March 1, 2016)
Page 2 of 3


UPDATED BOUNDARY SURVEY OF THE BACA PORTION OF THE SANTA FE RAILYARD AND LEASE AREAS PLAT, PREPARED FOR SANTA FE RAILYARD COMMUNITY CORPORATION
LYING AND BEING SITUATE WITHIN PRICE 24, (12.518 ACs) PROJECTED SECTIONS 28, T 17 N, R 9 E, N.M.P.M.
CONTAINING 12.459 AC ±
SANTA FE RAILYARD COMMUNITY CORPORATION
BUSINESS NOTES
LEASE AREA DATA CHART
LEGEND
SURVEYOR'S CERTIFICATE
BACA STREET
CERRILLOS ROAD
SOUTHWEST MOUNTAIN SURVEYS
INDEXING INFORMATION FOR COUNTY CLERK


UPDATED LEASE AREA SURVEY PREPARED FOR THE CITY OF SANTA FE AND THE SANTA FE RAILYARD COMMUNITY CORPORATION
LYING AND BEING SITUATE WITHIN TRACT 1 (15.319 ACR) NORTH AREA WITHIN PROJECTED SECTIONS 23, 24 & 26, T 17 N, R 9 E, N.M.P.M.
LEASE AREA CURVE DATA CHART
S. GUADALUPE STREET
S. MANHATTAN STREET
CONSERVATION EASEMENT TRACT (SHADED AREA)
ELEVATOR EASEMENT AREA
MARKET CROSSING
FAMILIA
CALLE
CHALI LANE
PASEO DE PERALTA
TRACT 1 15.294 Ac.±
PARCEL H
PARCEL E-2
MAINTAINED BY CITY
MAINTAINED BY TENANT
MAINTAINED BY SFRCC
SANTA FE Railyard DISTRICT
SOUTHWEST MOUNTAIN SURVEYS
1114 HICKOX ST., SANTA FE, N.M. 87501
(505) 982-3498 FAX (505) 995-3419
DATE: 9/15/15 DRAWN BY: MEN PROJECT NO: C-1564 NORTH
SURVEYORS NOTES:
1. THE EXTERIOR BOUNDARY AS SHOWN IS BASED DIRECTLY FROM THAT CERTAIN PLAT OF SURVEY BY PAUL A. RODRIGUEZ, N.M.P.L.S. #3939, ENTITLED "THE CITY OF SANTA FE RAILYARD PROPERTY", AS RECORDED AT THE SANTA FE COUNTY CLERKS OFFICE AT PLAT BOOK 512, PAGES 030-039. BASIS OF BEARINGS TAKEN FROM SAID PLAT AND ROTATED 03°-05'-49 CCW TO MATCH MONUMENTS ON NW SIDE OF TRACT S (N35°-57'-00E)
2. THE LEASE LINES PORTRAYED HEREON AND OTHER INFRASTRUCTURE FEATURES ARE TAKEN FROM CAD DATA PREPARED BY BOHANNAN-HOUSTON ENGINEERS. ALL IMPROVEMENTS WITHIN THIS PROPERTY HAVE NOT BEEN SHOWN. SITE IS CURRENTLY UNDER CONSTRUCTION.
3. PLAT OF "LEASE AREA MAPPING FOR THE CITY OF SANTA FE RAILYARD PROPERTY", PREPARED BY SURVEYOR OF PLAT OF NOTE 1, WAS ALSO UTILIZED FOR THE PREPERATION OF THIS PLAT.
SURVEYOR'S CERTIFICATE
I, MITCHEL K. NOONAN, N.M.P.L.S. No. 6998 DO HEREBY CERTIFY TO THE CITY OF SANTA FE AND TO THE S.F. RAILYARD COMMUNITY CORPORATION THAT THE LEASE AREA CALCULATIONS OF SQUARE FOOTAGE WERE PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION ON JANUARY 30, 2007, THAT I AM RESPONSIBLE FOR THIS SURVEY; THAT THIS SURVEY MEETS THE MINIMUM STANDARDS FOR UNCLASSIFIED SURVEYING IN NEW MEXICO; AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.
MITCHEL K. NOONAN N.M.P.L.S. No. 6998

SFC CLERK RECORDED 05/13/2015



Jurisdiction Areas South of P.D.P.

RESPONSIBILITY MAP OF THE BACA PORTION SANTA FE RAILYARD AND LEASE AREAS PLAT, PREPARED FOR THE SANTA FE RAILYARD COMMINUTY CORPORATION

LYING AND BEING SITUATE WITHIN TRACT 7A (12.518 ACA)PROJECTED SECTIONS 26 , T 17 N, R 9 E, N.M.P.M.
CONTAINING 12.499 AC ±

SANTA FE RAILYARD COMMUNITY CORPORATION

SANTA FE RAILYARD COMMUNITY CORPORATION
RICHARD A. CZOSKI, EXECUTIVE DIRECTOR DATE

SURVEYORS NOTES:

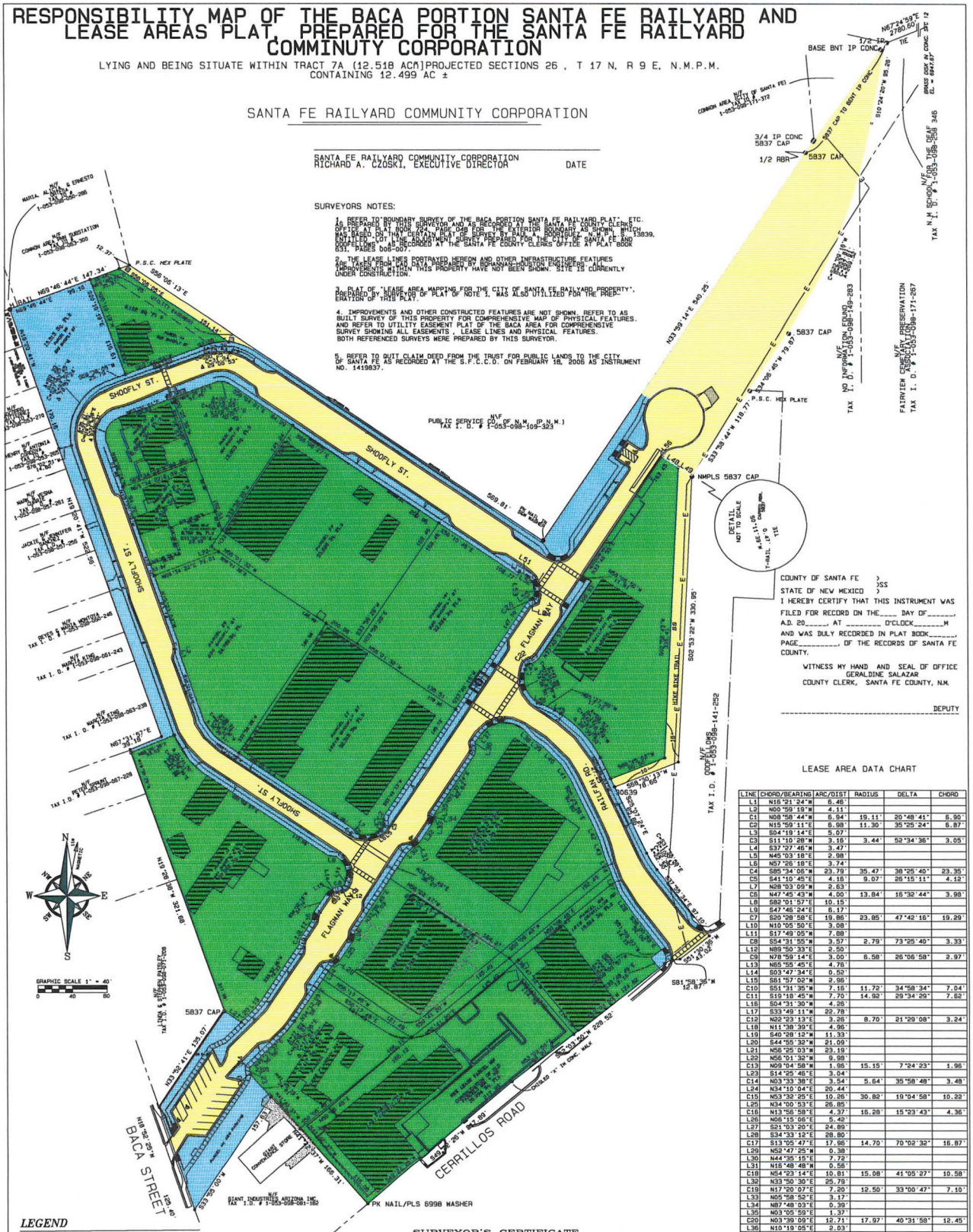
1. A PREVIOUS BOUNDARY SURVEY OF THE BACA PORTION SANTA FE RAILYARD PLAT, ETC. WAS PREPARED BY BOHANNAN-HOUSTON SURVEYOR AND RECORDED AT THE SANTA FE COUNTY CLERK'S OFFICE ON JULY 6, 2006 AS DOCUMENT NO. 1419837 AND IN PLAT BOOK 668 FOLIO 031, PAGES 006-007. THIS SURVEY ESTABLISHED THE EXTERIOR BOUNDARY AS SHOWN, WHICH MAY BASED ON THE CERTAIN RECORD SURVEY REFERENCED HEREON. THE SURVEY OF TRACT 7A-1 OF THE CERTAIN PLAT OF SURVEY PREPARED FOR THE CITY OF SANTA FE AND RECORDED AS DOCUMENT NO. 1413839, CONFLICTS AS RECORDED AT THE SANTA FE COUNTY CLERKS OFFICE IN PLAT BOOK 668 PAGES 006-007.

2. THE LEASE LINES PORTRAYED HEREON AND OTHER INFRASTRUCTURE FEATURES ARE TAKEN FROM CAD DATA PREPARED BY BOHANNAN-HOUSTON ENGINEERS. ALL IMPROVEMENTS WITHIN THIS PROPERTY HAVE NOT BEEN SHOWN. SITE IS CURRENTLY UNDER CONSTRUCTION.

3. PLAT OF "LEASE AREA MAPPING FOR THE CITY OF SANTA FE RAILYARD PROPERTY", PREPARED BY SURVEYOR OF PLAT OF NOTE 1, WAS ALSO UTILIZED FOR THE PREPARATION OF THIS PLAT.

4. IMPROVEMENTS AND OTHER CONSTRUCTED FEATURES ARE NOT SHOWN. REFER TO AS BUILT SURVEY OF THIS PROPERTY FOR COMPREHENSIVE MAP OF PHYSICAL FEATURES. AND REFER TO UTILITY EASEMENT PLAT OF THE BACA AREA FOR COMPREHENSIVE SURVEY SHOWING ALL EASEMENTS , LEASE LINES AND PHYSICAL FEATURES. BOTH REFERENCED SURVEYS WERE PREPARED BY THIS SURVEYOR.

5. REFER TO QUIT CLAIM DEED FROM THE TRUST FOR PUBLIC LANDS TO THE CITY OF SANTA FE AS RECORDED AT THE S.F.C.C.O. ON FEBRUARY 16, 2006 AS INSTRUMENT NO. 1419837.



COUNTY OF SANTA FE)
STATE OF NEW MEXICO) SS

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD ON THE____ DAY OF_____, A.D. 20_____, AT _____ O'CLOCK_____M AND WAS DULY RECORDED IN PLAT BOOK_____, PAGE_____, OF THE RECORDS OF SANTA FE COUNTY.

WITNESS MY HAND AND SEAL OF OFFICE
GERALDINE SALAZAR
COUNTY CLERK, SANTA FE COUNTY, N.M.

_____ DEPUTY

LEASE AREA DATA CHART

LINE	CHORD/BEARING	ARC/DIST	RADIUS	DELTA	CHORD
L1	N16°21'24"W	6.46'			
L2	N00°59'19"W	4.11'			
C1	N08°58'44"W	6.94'	19.11'	20°48'41"	6.90'
C2	N15°59'11"E	6.98'	11.30'	35°25'24"	6.87'
L3	S04°19'14"E	5.07'			
C3	S11°10'28"W	3.16'	3.44'	52°34'36"	3.05'
L4	S37°27'46"W	3.47'			
L5	N45°03'18"E	2.98'			
L6	N57°26'18"E	3.74'			
C4	S85°34'06"W	23.79'	35.47'	38°25'40"	23.35'
C5	S41°10'45"E	4.15'	9.07'	26°15'11"	4.12'
L7	N28°03'09"W	2.63'			
C6	N47°45'43"W	4.00'	13.84'	16°32'44"	3.98'
L8	S82°01'57"E	10.15'			
L9	S47°46'24"E	6.17'			
C7	S20°28'58"E	19.86'	23.85'	47°42'15"	19.29'
L10	N10°05'50"E	3.08'			
L11	S17°49'05"W	7.88'			
C8	S54°31'55"W	3.57'	2.79'	73°25'40"	3.33'
L12	N89°50'33"E	2.50'			
C9	N78°59'14"E	3.00'	6.58'	26°06'58"	2.97'
L13	N85°55'45"E	4.76'			
L14	S03°47'34"E	0.52'			
L15	S81°57'02"W	2.96'			
C10	S51°31'35"W	7.16'	11.72'	34°58'34"	7.04'
C11	S19°18'45"W	7.70'	14.92'	29°34'29"	7.62'
L16	S04°31'30"W	4.26'			
L17	S33°49'11"W	22.78'			
C12	N22°23'13"E	3.26'	8.70'	21°29'08"	3.24'
L18	N11°38'39"E	4.96'			
L19	S40°28'12"W	11.33'			
L20	S44°55'32"W	21.09'			
L21	N56°25'03"W	23.19'			
L22	N56°01'32"W	9.98'			
C13	N09°04'58"W	1.95'	15.15'	7°24'23"	1.96'
L23	S14°25'46"E	3.04'			
C14	N03°33'38"E	3.54'	5.64'	35°58'48"	3.48'
L24	N34°10'04"E	20.44'			
C15	N53°32'25"E	10.26'	30.82'	19°04'58"	10.22'
L25	N34°00'53"E	26.85'			
C16	N13°56'58"E	4.37'	16.28'	15°23'43"	4.36'
L26	N08°15'06"E	5.42'			
L27	S21°03'20"E	24.89'			
L28	S34°33'12"E	28.80'			
C17	S13°05'47"E	17.96'	14.70'	70°02'32"	16.87'
L29	N52°47'25"W	0.38'			
L30	N44°35'15"E	7.72'			
L31	N15°48'48"W	0.58'			
C18	N54°23'14"E	10.81'	15.08'	41°05'27"	10.58'
L32	N33°50'30"E	25.79'			
C19	N17°20'07"E	7.20'	12.50'	33°00'47"	7.10'
L33	N05°58'52"E	3.17'			
L34	N87°48'03"E	0.39'			
L35	N03°05'59"E	1.37'			
C20	N03°39'09"E	12.71'	17.97'	40°31'58"	12.45'
L36	N10°19'05"E	2.03'			
L37	N35°45'56"E	10.70'			
C21	N83°28'32"E	57.18'	33.82'	96°52'13"	50.60'
L38	S42°09'13"E	15.30'			
L39	S54°46'57"E	14.49'			
L40	S44°49'59"E	28.82'			
L41	S31°00'31"E	18.56'			
L42	S23°18'07"E	18.51'			
L43	S16°44'58"E	20.75'			
L44	S21°03'20"E	20.40'			
L45	N56°39'28"W	7.77'			
L46	N73°10'46"W	3.86'			
L47	N18°08'26"E	4.89'			
C22	N51°32'12"E	3.04'	2.81'	66°47'32"	2.87'
C23	N59°43'50"E	14.78'	16.98'	49°52'40"	14.32'
L48	S58°01'16"E	21.84'			
L49	S57°11'54"E	18.53'			
L50	N20°27'11"E	5.11'			
L51	S58°18'00"E	9.85'			
L52	S58°46'12"E	3.10'			
C24	S24°07'55"E	15.06'	25.64'	33°39'34"	14.85'
L53	S03°04'36"E	6.58'			
C25	S22°42'59"W	5.13'	5.70'	51°35'08"	4.96'
L54	N78°49'10"W	0.65'			
L55	S56°09'45"W	3.19'			
C26	N47°20'16"E	5.67'	11.86'	27°24'17"	5.62'
L56	S45°11'51"W	2.39'			

LEGEND

- ● INDICATES PROPERTY PIN FOUND AS INDICATED
- ○ INDICATES CALCULATED LEASE AREA CORNER
- INDICATES UTILITY POLE, OVERHEAD UTILITY LINES, AND POLE GUY ANCHOR WHERE APPLICABLE.
- TYPICAL: BACK OF WALK / TOP BACK OF CURB / FRONT OF CURB @ GUTTER / STREET SIDE EDGE OF CURB SECTION
- INDICATES FENCE LINE.
- LEASE PARCEL MAINTAINED BY TENANT
- MAINTAINED BY CITY
- MAINTAINED BY SFRCC

SURVEYOR'S CERTIFICATE

I, MITCHEL K. NOONAN, N.M.P.L.S. No. 6998 DO HEREBY CERTIFY TO THE CITY OF SANTA FE AND TO THE S.F. RAILYARD COMMUNITY CORPORATION THAT THE LEASE AREA CALCULATIONS AS SHOWN HEREON WERE ACCURATELY LOCATED BY ME OR UNDER MY DIRECT SUPERVISION ON AUGUST 18, 2015. THAT I AM RESPONSIBLE FOR THIS SURVEY, THAT THIS SURVEY MEETS THE MINIMUM STANDARDS FOR BOUNDARY SURVEYING IN NEW MEXICO; AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

MITCHEL K. NOONAN N.M.P.L.S. No. 6998

MITCHEL K. NOONAN NEW MEXICO 6998 PROFESSIONAL LAND SURVEYOR

SOUTHWEST MOUNTAIN SURVEYS
1114 HICKOX ST., SANTA FE, N.M. 87501
(505) 982-9429 FAX (505) 986-3413

DATE (S): 08/18/15 | DRAWN BY: MEN | PROJECT NO: LEASE AREAS C-1964 BACA

INDEXING INFORMATION FOR COUNTY CLERK

NAME: SF RAILYARD COMMUNITY CORP.
FILED: PLAT BOOK 512, PAGE 036-039
SUBDIVISION: TRACT 7A
SECTIONS: PROJ SECTION 26, T17N, R9E

SHEET 1 OF 1 SHEETS

ITEM # 20-0191

CITY OF SANTA FE
AMENDMENT # 8 TO
AMENDED AND RESTATED RAILYARD LEASE AND MANAGEMENT AGREEMENT

This Amendment No. 8 (the "Amendment") to the City of Santa Fe Amended and Restated Railyard Lease and Management Agreement dated April 30, 2011, as amended by Amendment #1 dated May 18, 2012, Amendment #2 dated April 30, 2013, and Amendment #3 dated May 31, 2013, Amendment #4 dated June 1, 2013, Amendment #5 dated September 1, 2015, Amendment #6 dated December 1, 2015, and Amendment #7 dated March 31, 2016, (the "Agreement") between the CITY OF SANTA FE, New Mexico ("City") and SANTA FE RAILYARD COMMUNITY CORPORATION, a New Mexico non-profit corporation ("Non-profit") shall be effective on April 1, 2020.

RECITALS:

A. The City and the Non-profit are parties to the Agreement under which the Non-profit undertakes management of the "Leasehold Premises" within the "Santa Fe Railyard," as defined in the Amended and Restated Lease and Management Agreement.

B. The parties wish to revise the definition of Leasehold Premises to delete the existing improvements comprised of a 10,242 SF building on Parcel F-1 located at 545 Camino de la Familia, so the City may sell the building. The land located on Parcel F-1 shall remain included in Leased Premises.

C. The parties wish to provide a one-time credit against the rent owed by the Non-profit to the City under the agreement which is equal to the amount of rent the Non-profit would collect if the Improvements remained in the definition of Leasehold Premises.

AMENDMENT:

Pursuant to Article 8.01 of the Agreement, and for the good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Non-profit agree that the Agreement is amended as follows:

1. Delete in its entirety Section 2.01 of the Agreement and replace with the following:

"**2.01 Grant of Lease Premises.** The City hereby enters into this Agreement with the Nonprofit for the Leasehold Premises. The Leasehold Premises shall consist of the Railyard exclusive of the following areas: the connector between the Baca and North Railyard; approximately ten (10) contiguous acres developed as a public park and Parcel W comprised of 14,129 square feet located at 705 Alarid Street, both covered by the Deed of Conservation Easement between the City and the Trust for Public Land which was assigned to the Santa Fe Conservation Trust; the Rail Line Corridor as such term is defined in the aforementioned Conservation Easement; the area south of the Alarid Street railroad crossing; the area occupied by the underground parking garage and facilities for ingress to and egress from the garage; all public streets, alleys, and public surface parking areas within the Railyard whether existing or subsequently created; a portion of Parcel Q totaling 482 square feet; and a portion of Parcel SS in the Baca Street portion of the Railyard totaling 6,066 square feet; the

improvements comprised of a 10,242 SF building on Parcel F-1 located at 545 Camino de la Familia ("SFC Improvements") shall be deleted from the definition of Leasehold Premises on the first calendar day following the sale by the City of the SFC Improvements to a third party. The Leasehold Premises shall also include the following areas: a) approximately 82 square feet adjacent to Lease Parcel E that was previously a portion of the Conservation Easement, and b) the land in the Baca Street portion of the Railyard that was exchanged with the Santa Fe Lodge No.2, Independent Order of Oddfellows, Inc. and Parcel A-3 comprised of 4,191 square feet. Parcel A-4 comprised of up to sixty-five (65) parking spaces located in the existing parking area adjacent to Parcel A-2 and an area of approximately 2,000 square feet on the north side of Lease Parcel A-2. The area described above in the aggregate is depicted in Exhibit A hereto, dated November 1, 2019, and shall be hereinafter referred to as the "Leasehold Premises". Exhibit A is included for graphical information only. If any conflicts appear between Exhibit A and the text in this Agreement, the text shall prevail. Nothing herein shall be deemed to limit the addition of property owned by the City to the area covered as Leasehold Premises should such properties be added to the Railyard through the planning process or by way of acquisition by the City and so long as the Non-profit gives its written consent to the addition of the property to the Leasehold Premises and conveys fair value for any additional property."

2. Add the following as Section 4.01.05 of the Agreement, in addition to the Rent Credits provided by Section 4.01.3 described in Amendment #1 and Section 4.01.4 described in Amendment #4 to the Agreement:

   "**4.01.05** The City shall provide a Rent Credit to the Non-profit which shall be applied to the Non-profit's total rental obligation to the City under the Agreement as amended, as follows:

   Commencing on the first calendar day after the sale by the City of the SFC Improvements to a third party, the City shall reduce the Fair Value Compensation owed by the Non-profit in the fiscal year 2019/20 by One Hundred Seventy-Five Thousand Dollars and No Cents ($175,000.00) as partial compensation for Base Rent the Non-profit would have received from the SFC Improvements had the City not sold the SFC Improvements to a third party.

3. Delete in its entirety Exhibit B entitled "Rent Schedule" dated December 1, 2015, and replace with the enclosed Exhibit B entitled "Amended Rent Schedule" dated April1, 2020.

Except as specifically provided in this Amendment #8, the Agreement remains and shall remain in full force and effect, in accordance with its term.

IN WITNESS WHEREOF, the parties have executed this Amendment #8 as of the dates set out below,

Non-profit:

SANTA FE RAILYARD COMMUNITY CORP.

By _____

Printed Name: Steven Robinson
Its: President

CRS # 02-481098003
City of Santa Fe Business
License Registration # 0397164

Approved as to form:

_____ fr
Erin McSherry, City Attorney

City:

CITY OF SANTA FE

By _____
Alan Webber, Mayor

Attest:

_____
Yolanda Vigil, City Clerk comfy 3/25/20

Approved as to form:

_____ 3/27/20
Mary McCoy, Finance Director

ACKNOWLEDGEMENTS ON FOLLOWING PAGE

STATE OF NEW MEXICO

§:

COUNTY OF SANTA FE

The foregoing instrument was acknowledged before me on _____, by Alan Webber, Mayor of City of Santa Fe, a New Mexico municipal corporation, on its behalf.

_____

Notary Public

My commission expires:

STATE OF NEW MEXICO

§:

COUNTY OF SANTA FE

The foregoing instrument was acknowledged before me on March 30, 2020, by Steven Robinson, the Board President of Santa Fe Railyard Community Corporation, a New Mexico non-profit corporation, on its behalf.

Anita L. Martinez

Notary Public

My commission expires: 5.24.23

OFFICIAL SEAL
Anita L. Martinez
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 5-24-23

Exhibit B - Rent Schedule - February 1, 2020

1/13/2020
4:47:37 PM

	ACTUALS											PROJECTED													GRAND TOTALS
	FY2002-05	FY2005-06	FY2006/07	FY2007/08	FY2008/09	FY2009/10	FY2010/11	FY2011/12	FY2012/13	FY2013/14	FY2014/15	FY2015/16	FY2016/17	FY2017/18	FY2018/19	FY2019/20	FY2020/21	FY2021/22	FY2022/23	FY2023/24	FY2024/25	FY2025/26	FY2026/27	FY2027/28	FY2028/29	
DEBT SERVICE																									
City of Santa Fe Land Debt for acquisition costs - see below for City sanctioned debt relief credits applied	(1,183,724)	(452,547)	(453,221)	(453,579)	(452,582)	(454,430)																			(3,450,083)
NMFA Loan - Infrastr Phase I (8) ($579,025) per City of SF Sch Interest only until 2010-2011	0	0	0	(222,527)	(219,337)	(212,544)	(142,250)	(53,098)	(53,115)	(52,817)	(52,821)	(52,825)	(52,828)	(52,833)	(52,838)	(52,843)	(52,849)	(52,855)	(52,860)	(52,867)	0	0	0	0	0	(1,484,107)
NMFA Loan - Infrastr Phase II (15B) $892,227*term ends May 2026 and concurs with City SF Schedule*	0	0	0	0	0	0	(239,827)	(85,150)	(85,155)	(85,161)	(85,166)	(85,172)	(85,179)	(85,185)	(85,193)	(85,201)	(85,209)	(85,218)	(85,228)	(85,239)	(85,250)	(85,261)	0	0	0	(1,517,792)
Refinance (2010B) $10,490,000 term ends May 2026 and concurs with City of SF Schedule	0	0	0	0	0	0	(483,668)	(705,000)	(705,400)	(1,071,000)	(1,070,500)	(1,069,900)	(1,071,650)	(1,066,650)	(1,070,150)	(1,071,650)	(1,071,150)	(1,068,650)	(1,069,150)	(1,067,400)	(638,200)	(639,600)	0	0	0	(14,919,738)
SUB-TOTAL	(1,183,724)	(452,547)	(453,221)	(676,106)	(671,919)	(666,974)	(845,765)	(843,248)	(843,670)	(1,208,977)	(1,208,486)	(1,207,897)	(1,209,657)	(1,204,668)	(1,208,181)	(1,209,694)	(1,209,208)	(1,206,723)	(1,207,238)	(1,205,505)	(723,450)	(724,861)	0	0	0	(21,371,720)
Negotiated option Contingency Relief Funds credit - Land and NMFA, per L&M Amendment #3 thru 2009-10 - $769,175	30,000	276,000	180,000	60,175	121,000	102,000	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	769,175
Re-Payment of L&M Amendment #3 Debt Deferral of $769,175	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	(469,175)	(300,000)	0	0	0	(769,175)
Debt Deferral and repayment per L&M renewal of 2011and L&M Amendment 2 - $3,483,441	0	0	0	0	0	0	133,441	300,000	300,000	650,000	650,000	400,000	600,000	350,000	200,000	200,000	100,000	100,000	100,000	0	0	0	0	0	0	4,083,441
Repayment of 2010-2023 Debt Deferral - $3,483,441	0	0	0	0	0	0															(200,000)	(500,000)	(950,000)	(1,300,000)	(1,133,441)	(4,083,441)
TOTAL RENT PAYMENTS	(1,153,724)	(176,547)	(273,221)	(615,931)	(550,919)	(564,974)	(712,324)	(543,248)	(543,670)	(558,977)	(558,486)	(807,897)	(609,657)	(854,668)	(1,008,181)	(1,009,694)	(1,109,208)	(1,106,723)	(1,107,238)	(1,205,505)	(1,392,625)	(1,524,861)	(950,000)	(1,300,000)	(1,133,441)	(21,371,720)

NOTES

1. In addition to the deferrals specified above, the following credits are applied to the Rent payable by the Non-profit to the City:
   A. Ground rent and CAM rent for City's portion of the condominium interest in the Market Station building and the development parcels per Amendment 1 to the Agreement dated May 18, 2012.
   B. Ground rent and CAM rent for the lease of Parcel O, including the Santa Fe Depot building, per Amendment 4 dated June 1, 2013.
   C. Payment of $243,478 made in FY2002-03, $485,424 in FY2003-04 and $453,833 made in FY2004-05. $30,000 deferral for FY2004-05.
   D. Rent the Non-profit would have received for the improvements located on Parcel F-1 if the improvements were not sold by the City per Amendment # 8 to the Lease & Management Agreement.

THE SANTA FE RAILYARD
COMMUNITY CORPORATION

November 17, 2020

Mayor Alan Webber
Office of the Mayor
200 Lincoln Avenue
Santa Fe, NM 87501

Jarel LaPan Hill
City Manager
200 Lincoln Avenue
Santa Fe, NM 87501

Dear Mr. Mayor and Ms. LaPan Hill

It has become apparent that the pandemic has not run its course. While the majority of the SFRCC tenants are paying their rent, the development pipeline has stalled. The process to lease vacant parcels has become slower and inefficient as a result of COVID. Prospective tenants and their lenders who were poised to lease the remaining parcels have had to defer decisions due to the economic uncertainties.

In May, the City and SFRCC amended the Lease & Management Agreement to defer $492,611 from April 2020 to December 2020. While that deferral was helpful, it is now apparent that while SFRCC will be able to pay its obligations between now and March 31, 2021 up to $540,472, it will not have sufficient funds to pay the $934,801 due in April 2021.

The current Lease & Management Agreement provides for a deferral of $100,000 in FY 20-21. SFRCC is requesting an additional deferral of $400,000 in April 2021 to be repaid in FY 27/28.

Two assumptions critical to this request are the City's sale of the Santa Fe Clay building for $175,000 before 12/31/2020 and our tenants continuing to pay their rent. If the Santa Fe Clay building sale closes, SFRCC will pay the City $317,611 in rent by December 31, 2020. If the sale does not close, SFRCC will pay the City $492,611. In either case SFRCC will also pay $47,861 in March 2021.

This deferral request is the result of several factors including:

- Sale of Santa Fe Clay delayed for a year, resulting in no ground rent and $10,200 in operating costs for the building.
- The equity investor for an 18-unit apartment building in Baca declined to proceed after contracting COVID. The tenant defaulted and the lease was terminated.
- City did not assume the WH21 Lease in January 2020, therefore no ground rent was paid for 12 months.
- Firebox, Inc. defaulted on its lease resulting in $86K of lost revenue.

332 Read Street, Santa Fe, NM 87501
Tel 505-982-3373 Fax 505-982-3126 www.sfrailyardcc.org

SFRCC is requesting an amendment to the Amended and Restated Lease and Management Agreement to revise the rent schedule by increasing the deferral for FY 20-21 by $400,000. Extending the current 2030 expiration date of the Agreement is not required. After the status of the sale of the Santa Fe Clay building is known, an amendment to the Lease & Management Agreement can be prepared including a revised Exhibit B, payment schedule.

SFRCC will continue to maximize its efforts to collect as much revenue as possible within the parameters of the Railyard Lease & Management Agreement. However, the economic uncertainty resulting from the pandemic will continue to present challenges.

Thank you for considering this request.

Richard Czoski, CCIM, CPM
Executive Director

cc; Steven Robinson, Board President

332 Read Street, Santa Fe, NM 87501
Tel 505-982-3373 Fax 505-982-3126 www.sfrailyardcc.org

Amendments to the Amended and Restated Lease & Management Agreement

Amendment #	Date	Subject
1	May 2012	City's purchase of the Market Station condo and cinema parcels made available for development
2	January 2013	Extend the L&M term to 6/30/29, provide rent deferrals, revise maintenance responsibilities
3	May 2013	Provide a mechanism for SFRCC to repay the City for free cinema patron parking
4	June 2013	Provide a mechanism for SFRCC to receive a credit from the City for rent due for the Depot building
5	September 2015	Clarifies that all leases are assigned to the City by SFRCC in the event of termination or expiration of the L&M Agreement
6	December 2015	Revised the Leasehold Premises, added rent deferrals, added parking spaces for residential projects to the Premises
7	March 2016	Revised the Leasehold Premises to enable construction of Railyard Flats building
8	April 2020	Added mechanism to provide for the sale of the Santa Fe Clay building improvements
9	May 2020	Provided for the deferral of $492,611 from 4/30/20 to 12/31/20

City of Santa Fe, New Mexico
Memorandum

DATE: **March 31, 2020**

TO: **Governing Body**
Finance Committee
Public Works/Public Utilities

VIA: **Jarel LaPan Hill, City Manager**
Mary McCoy, Finance Department Director
Fran Dunaway, Chief Procurement Officer
Shannon Jones, Public Utilities Director SJ

FROM: **Shirlene Sitton, Environmental Services Division Director** SS

ITEM AND ISSUE:
Request for the Approval of contract Amendment I in the Total Amount of $156,875 (exclusive of NMGRT) for Groundwater Monitoring, Soil Vapor Monitoring, and Other Environmental and Engineering Services for Landfill Sites for a four year period; INTERA, Inc.; (Shirlene Sitton, 955-2209, sesitton@santafenm.gov)

BACKGROUND AND SUMMARY:

The City of Santa Fe owns to two closed landfills. The Paseo de Vistas Landfill closed under the federal Resource Conservation and Recovery Act (RCRA) in the 1990's, and is overseen by the NMED Solid Waste Bureau (SWB) according to its' *Landfill Closure Plan* filed by the City. The Frank Ortiz disposal site was closed before the Paseo landfill, and is now the Frank Ortiz Dog Park. It is not regulated under RCRA, and is overseen by the NMED Ground Water Bureau (GWB) because closure occurred prior to the implementation of the NMED solid waste regulations for landfill closure. Both sites have been under investigation over the past few years due to exceedances found during routing monitoring, or deficiencies in the original investigation and closure plans.

Paseo de Vista Landfill

The City received direction from the NMED SWB in April of 2017 to fully assess methane conditions at the Paseo de Vista landfill due to an exceedance of LEL limits of H-4 methane gas detected during a monitoring event, and to provide a plan for addressing the issue. The Environmental Services Division (ESD) hired the team of Golder Associates and Gordon Environmental per Bid # '17/09/P to conduct methane monitoring and complete the investigation and remediation plan proposal (Plan). The work was completed in 2018, the City submitted the Plan to NMED, and the Plan was accepted. The Plan called for an increase in the number of methane monitoring sites, new methane venting wells, a weather station, settlement benchmarks, and additional well monitoring after significant precipitation events. The closure plan in place for the landfill also calls for regular quarterly monitoring of the methane and ground water wells.

Frank Ortiz Landfill

The City received a Notice of Deficiency (NOD) from the NMED dated November 13, 2013 regarding six deficiencies in the Frank Ortiz Landfill *Stage 1 Abatement Plan* (S1AP). Direction from the GWB was to conduct a waste characterization, soil, and vapor testing of the Frank Ortiz site. This Phase II Environmental Site Assessment (ESA) was carried out by INTERA, Inc. per Bid# '16/14/P, and included the following field activities: 1) investigative excavation of twenty-four test pits located within the footprint of

the Site, 2) hollow-stem auger (HSA) drilling and sampling of twenty-seven exploratory soil borings, 3) installation of three temporary nested soil vapor monitoring wells, and 4) a single soil vapor sampling event. The investigation report addressing the six areas of deficiencies for the Ortiz site was completed accepted by NMED GWB in 2018. Upon reviewing the results of this investigation, the GWB then required the installation of three new groundwater wells with nested soil vapor wells at the site to ensure adequate on-going monitoring. The S1AP that was in place previous to these activities also requires semi-annual monitoring of the ground water wells, which was being carried out under a third contract with Sauder Miller until 2018.

In March of 2019, the City of Santa Fe awarded RFP# '19/19/P **–Groundwater Monitoring, Soil Vapor Monitoring and Other Environmental and Engineering Services for Landfill Sites** to INTERA Incorporated, with Gordon/PSC (now *Parkhill*) as a subcontractor. This consolidated the regular quarterly and semi-annual GW and methane monitoring for both sites, and included all of the regulatory required prescriptive measures based on the two investigations. To date, all of the required installations of groundwater monitoring wells, methane vents, soil probes, and the weather station, and precipitation related monitoring have been completed or are on-going. However, the GWB has required the installation of two additional soil vapor probes at Ortiz, and has prescribed two additional yearly monitoring events. This higher level of monitoring is anticipated to be required each year through the end of the contract in 2023. Also, the weather station at BuRRT requires maintenance activities, including a new battery. These additional activities are covered by Amendment 1 to the INTERA, Inc. contract. The costs associated with these activities for each fiscal year are summarized in the table below and do not include New Mexico Gross Receipt Tax (NMGRT).

Fiscal Year	Original Amount	Amend 1	Amend Cost	Total
19-20	$534,110.28			$534,110.28
20-21	74,587.24	2 soil probes 2 monitor events Weather Station	$60,875.20	$135,462.44
21-22	74,587.24	2 monitor events	$48,000.00	$122,587.24
22-23	74,587.24	2 monitor events	$48,000.00	$122,587.24
Total	$757,872.00		$156,875.20	$914,747.20

This brings the four-year total of the INTERA Contract to the amount of $914,747.20, excluding gross receipts tax. The New Mexico gross receipts tax levied on the amount payable under this Agreement totals $77,181.80, for a four-year total contact amount of $991,929.

PROCUREMENT METHOD:

The procurement method was through RFP#19/19/P- –Groundwater Monitoring, Soil Vapor Monitoring and Other Environmental and Engineering Services for Landfill Sites; contract expires June 30 2023.

CONTRACT NUMBER:
The FY20 Munis contract number is 3200917.

FUNDING SOURCE:

The funding source is:
Fund Name/Number: ESD/Fund 510
Munis Org Name/Number: ESD Admin/5100331
Munis Object Name/Number: Compliance Services/510250

ACTION REQUESTED:
The Environmental Services Division respectfully requests your review and approval.

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3200917**

Contractor: **Intera**

Description: **Envrironmental and Engineering Services $757,872 + NMGRT**

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ☉

Term Start Date: **3/27/19** Term End Date: **6/30/23**

☑ Approved by Council Date: **3/27/19**

Contract / Lease:

Amendment # **1** to the Original Contract / Lease # **19-0226**

Increase/(Decrease) Amount $ **156,825.20 plus NMGRT**

Extend Termination Date to: **N/A**

☑ Approved by Council Date: **Pending**

Amendment is for: **Increase to comp and scope.**

2. **HISTORY** of Contract, Amendments & Lease / Rent - **Please Elaborate** (option: attach spreadsheet if multiple amendments)
Original # 19-0226 approved 3/27/19 $757,872 + nmgrt

3. **Procurement History:** **19/19P 1/3/19**

Fran Dunaway (Mar 17, 2021 16:30 MDT)

Purchasing Officer Review: Date: Mar 17, 2021

Comment & Exceptions: 19/19/P Ground Water Monitoring exp: 3/27/23 Amend 1 increase & additional SOW

4. **Funding Source:** **Environmental Services Operating** **Org / Object:** **5100331.510250**

Alexis Lotero (Mar 16, 2021 16:38 MDT)

Budget Officer Approval: Date: Mar 16, 2021

Comment & Exceptions:

Staff Contact who completed this form: **Maya Martinez** Phone # **4271**

Email: **mfmartinez@santafenm.gov**

To be recorded by City Clerk:

Clerk #

Date of Execution:

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Intera .

Procurement Title: Groundwater Monitoring Soil Vaper Monitoring and other Environmental and Engineering Services for Landfill Sites. 19/19/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 Utilities Dept ESD Name Shirlene Sitton

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: _____

Shirlene Sitton
Shirlene Sitton (Feb 24, 2021 13:27 MST)

ESD Director

2-24-21

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

Fran Dunaway
Fran Dunaway (Mar 17, 2021 08:30 MDT)

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

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

*

CITY OF SANTA FE
AMENDMENT No. 1TO
PROFESSIONAL SERVICES AGREEMENT
ITEM #19-0226

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated March 27, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and Intera Incorporated (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 City of Santa Fe Agreement, Contractor has agreed to provide professionals services to the City.

B. Pursuant to Article 13 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 is amended to include Exhibit "B" attached hereto and incorporated within.

2. COMPENSATION.

Article 2, paragraph A of the Agreement is amended to increase the amount of compensation by a total of one hundred fifty six thousand eight hundred seventy five dollars and twenty cents ($156,875.20) plus gross receipts tax, so that Article 2, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the per hour rates outlined in Exhibit "B" attached hereto, such compensation not to exceed nine hundred fourteen thousand seven hundred forty seven dollars and twenty cents ($914,747.20), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling seventy seven thousand one hundred eighty one dollars and twenty cents ($77,181.20) shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed nine hundred ninety one thousand nine hundred twenty eight dollars and forty cents ($991,928.40). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

3. AGREEMENT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No.1 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE:_____

CONTRACTOR:
Intera Incorporated

Joseph J. Tracy, VP
Joseph J. Tracy, VP (Feb 24, 2021 20:35 MST)
NAME & TITLE

DATE: 02/24/2021

CRS# 02-480923-00-3
Registration # 227829

ATTEST:

KRISTINE BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Feb 24, 2021 15:45 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES
:

MARY MCCOY, FINANCE DIRECTOR

5100331.510250
Business Unit/Line

INTERA Incorporated
1435 S. St. Francis Drive, Suite 103
Santa Fe, New Mexico 87505 USA
505.428.0066

February 22, 2021

Ms. Shirlene Sitton
Environmental Services Director
City of Santa Fe
1142 Siler Road, Building A
Santa Fe, New Mexico 87507

RE: Budget Amendment Request for Environmental and Engineering Services for Landfill Sites, City of Santa Fe Professional Services Contract No. 19-0226

Dear Ms. Sitton,

INTERA Incorporated (INTERA) is submitting this budget amendment for environmental and engineering services at the former Ortiz Landfill (Ortiz) and the Paseo de Vista Landfill (PDV). The budget amendment presented below includes costs associated with the installation of two additional soil vapor probes installed during 2019 monitoring well installation activities and costs associated with six additional soil vapor monitoring events at Ortiz. The additional probes were requested by the City of Santa Fe in a meeting with INTERA staff on December 15, 2019. The soil vapor monitoring events were not included in the original contract because this work was recently requested and approved by the New Mexico Environment Department (NMED) Ground Water Quality Bureau (GWQB) on August 5, 2020. Two of the soil vapor monitoring events will be completed during fiscal year (FY) 2021, one of which was already completed in September 2020. An additional two soil vapor monitoring events will be completed in FY 2022 and in FY 2023. The budget amendment cost also includes costs for replacement of the battery at the weather station associated with PDV. The costs associated with these activities for each fiscal year are summarized in the table below and do not include New Mexico Gross Receipt Tax (NMGRT).

Fiscal Year	Additional Activities	Budget Amendment Cost
2021	Two additional soil vapor probes, two additional soil vapor monitoring events, and weather station maintenance at PDV	$60,875.20
2022	Two additional soil vapor monitoring events	$48,000.00
2023	Two additional soil vapor monitoring events	$48,000.00
TOTAL BUDGET AMENDMENT	---	**$156,875.20**

At this time INTERA has included a budget amendment request for soil vapor monitoring for FY 2023. INTERA plans on meeting with NMED at the end of FY 2022 to discuss the soil vapor monitoring data and

evaluate if these data support performing additional monitoring at any or all soil vapor monitoring probes.

We understand that the City of Santa Fe will issue a Purchase Order (PO) for the remaining contract amount ($150,604.90), which does not include NMGRT. The remaining contract amount covers the costs associated with S1AP long-term monitoring activities at Ortiz and the Solid Waste Bureau (SWB) long-term monitoring activities at PDV. INTERA also understands that the budget amendment request for FY 2021, FY 2022, and FY 2023, as outlined in the table above, will require City approval and then a subsequent PO will be issued once approval is received.

In accordance with the approved S1AP and according to the approved S1AP schedule, INTERA is planning to conduct the next semi-annual groundwater and soil vapor monitoring event at Ortiz and PDV in March 2021. INTERA will commence planning for the next semi-annual groundwater event upon receipt of City approval and subsequent PO(s).

Please contact us should you have any questions regarding this budget amendment request.

Sincerely,

INTERA Incorporated

Joseph Tracy, PG
Vice President

Eileen Marcillo
Senior Hydrologist

Intera #1 2021 signed

Final Audit Report 2021-02-25

Created:	2021-02-24
By:	Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAv32m8ZPiAP30LMIzFZbgITWhHSUCHFkX

"Intera #1 2021 signed" History

Document created by Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
2021-02-24 - 11:37:19 PM GMT- IP address: 63.232.20.2

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2021-02-24 - 11:38:09 PM GMT

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2021-02-25 - 3:34:13 AM GMT- IP address: 97.123.9.191

Document e-signed by Joseph J. Tracy, VP (jtracy@intera.com)
Signature Date: 2021-02-25 - 3:35:40 AM GMT - Time Source: server- IP address: 97.123.9.191

Agreement completed.
2021-02-25 - 3:35:40 AM GMT

City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: INTERA INC
DBA: INTERA INC

Business Location: 1435 S SAINT FRANCES DR
SANTA FE, NM 87501

Owner: INTERA INC

License Number: 227829

Issued Date: July 02, 2020

Expiration Date: December 31, 2020

License Type: Business License - Renewable

Classification: Contractor - General

Fees Paid: $35.00

INTERA INC
9600 GREAT HILLS TRL 300
AUSTIN, TX 78759

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

Client#: 914933 INTERINC22

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/18/2020

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Danelle Touchstone	
USI Insurance Services LLC -CL 4630 North Loop 1604 West Suite 410 San Antonio, TX 78249	PHONE (A/C, No, Ext): 210-524-2094	FAX (A/C, No): 610-537-1904
	E-MAIL ADDRESS: danelle.touchstone@usi.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Lloyd's of London	NONAIC
INSURER B : Hartford Casualty Insurance Company	29424
INSURER C : Endurance American Specialty Ins Co	41718
INSURER D : Sentinel Insurance Company Ltd.	11000
INSURER E :	
INSURER F :	

INSURED
INTERA Inc.
9600 Great Hills Trl
Suite 300W
Austin, TX 78759

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			ENVP000025420	06/01/2020	06/01/2021	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
	X Pollution Liability						MED EXP (Any one person)	$25,000
	X BI/PD DED $10,000						PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
D	AUTOMOBILE LIABILITY			65UECZR3402	06/01/2020	06/01/2021	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR			ENVX000020620	06/01/2020	06/01/2021	EACH OCCURRENCE	$6,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$6,000,000
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A		65WBAS8430	06/01/2020	06/01/2021	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N						E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$1,000,000
C	Professional Liab			ENVP000025420	06/01/2020	06/01/2021	$2,000,000	
	Each Wrongful Act			Retroactive Date	01/10/2002		$1,000,000	
	Deductible						$100,000	

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

RE: COSFE.C002.SRVCS

NOTE: The $6,000,000 Excess Policy follows form of the General Liability, Pollution Liability and Professional Liability limits. Professional Liability is on a claims-made basis.

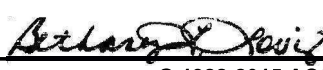
CERTIFICATE HOLDER

City of Santa Fe
PO Box 909
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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P1DZP

Signature: Shannon Jones

Email: swjones@santafenm.gov

Binder1

Final Audit Report 2021-02-24

Created:	2021-02-24
By:	Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAqgfh5YbWgVi8Hn3wR2P1XbMDPvvQ0n2p

"Binder1" History

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Document e-signed by Shirlene Sitton (sesitton@santafenm.gov)
Signature Date: 2021-02-24 - 8:27:56 PM GMT - Time Source: server- IP address: 63.232.20.2

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2021-02-24 - 8:39:54 PM GMT- IP address: 174.237.132.237

Document e-signed by Shannon Jones (swjones@santafenm.gov)
Signature Date: 2021-02-24 - 8:40:41 PM GMT - Time Source: server- IP address: 174.237.132.237

Agreement completed.
2021-02-24 - 8:40:41 PM GMT

ITEM # 19.0226

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **Intera Incorporated**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work.**

A. The Contractor shall perform Environmental and Engineering services, for the purposes of landfill investigation and monitoring at the former Ortiz Landfill and the Paseo de Vista Landfill, as described in the proposal documents as Exhibit "A" attached hereto.

2. **Compensation.**

A. The City shall pay to the Contractor in full payment for services satisfactorily Performed in the amount of seven hundred fifty seven thousand eight hundred seventy two dollars ($757,872) excluding gross receipts tax, as described in Exhibit A attached hereto. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling sixty three thousand nine hundred forty five dollars and forty five cents ($63,945.45) shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed eight hundred twenty one thousand eight hundred seventeen dollars and forty five cents ($821,817.45) over the four year term of the agreement paid in accordance with workplans to be negotiated annually. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

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

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps

the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE City. This Agreement shall terminate on June 30, 2023 unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; 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. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein. *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.*

B Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Council, this Agreement shall terminate immediately

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. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City of Santa Fe. 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 Council as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. 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 the City.

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the City, its officers and employees, and the City from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. 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.

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the

term of this Agreement, 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.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

13. Amendment.

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

14. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. Penalties for violation of law.

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.

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Santa Fe City Code, pertaining to equal employment opportunity. In

accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or 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.

17. Applicable Law.

The laws of the City of Santa Fe shall govern this Agreement, without giving effect to its choice of law provisions. 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 lawsuits arising under or out of any term of this Agreement.

18. 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.

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

20. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the 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 under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments

21. Indemnification.

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, 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, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any 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) days after it receives notice thereof, notify the legal counsel of the City and the Risk Management Division of the New Mexico General Services Department by certified mail.

23. 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.

23. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

24. Enforcement of Agreement.

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 express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

25. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City:
Shirlene Sitton, Director
Environmental Services
Division City of Santa Fe
Ssitton@ci.santa-fe.mn.us
505-955-2209
1142 Siler Road
Building A
Santa Fe, NM 87504

To the Contractor:
Joseph Tracy, PG
Intera Incorporated
1435 S. St. Francis Drive, Suite 103
Santa Fe, New Mexico 87505

26. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

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: 4/1/19

CONTRACTOR:
Intera Incorporated

Linda Senior VP
NAME AND TITLE

DATE: 4-8-19
CRS#02-480923-00-3
Registration # 19-00114711

ATTEST:

Yolanda Y. Vigil
YOLANDA Y. VIGIL, CITY CLERK
CC mtg. 3/27/2019

APPROVED AS TO FORM:

2/18
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

52251.510250
Business Unit Line Item

7 – PRICE PROPOSAL

This section provides the INTERA Team's proposed pricing to complete the activities defined in the Work Plan for the Ortiz and Paseo de Vista landfills.

7.1 Cost Tables

Cost tables for the tasks to be completed at the Ortiz and Paseo de Vista landfills are provided in **Tables 7-1**, **7-2**, and **7-3**. Since INTERA is considering Gordon/PSC as a teaming partner, as opposed to a specialty subcontractor, the costs presented in these tables do not include any markup for Gordon/PSC. The costs do include a markup of 10% for specialty subcontractors (e.g., drillers). New Mexico Gross Receipts Tax (NMGRT) has not been included in the totals.

Table 7-1. Pricing for Tasks at the Ortiz Landfill

Task	Cost
Installation of Three Groundwater Monitoring Wells with Co-Located Soil Gas Probes	$303,423.40
Installation of Soil Vapor Monitoring Well	$11,244.90
Completion of Baseline Soil Gas Monitoring Event (Includes Laboratory Analysis)	$6,075.40
Completion of Baseline Groundwater Sampling Event (Includes Laboratory Analysis)	$13,448.80
Preparation of Final Investigation Report (Includes One Round of Comments)	$15,934.00
TOTAL	$350,126.50

Table 7-2. Pricing for Tasks at the Paseo de Vista Landfill

Task	Cost
Installation of Meteorological Station	$5,363.54
Installation of Six Passive Vents	$114,916.10
Installation of Four New Slam Bar Pairs of Soil Vapor Probes (SP-13 through SP-20)	$2,971.70
Installation of 80 Survey Benchmarks	$3,360.75
Completion of Initial Baseline Benchmark Survey and Preparation and Submittal of Report to the City and NMED	$3,360.75
TOTAL	$129,972.84

Exhibit "A"

Table 7-3. Pricing for Long-Term Monitoring at Both Landfills

Task	Cost
Methane Monitoring per Quarter (Four Events Per Year for Four Years)	$76,866.66
Up to Six Additional Methane Monitoring Events at the Paseo De Vista Landfill Due to Precipitation Greater than 0.25 Inches	$16,480.20
Groundwater Monitoring (Two Events Per Year for Four Years)	$109,812.80
Annual Survey Benchmark Report (Four Annual Reports)	$14,621.00
Methane Monitoring Report (16 Reports)	$4,800.00
Groundwater Monitoring Report (Eight Reports)	$55,192.00
TOTAL	$277,772.66

7.2 Hourly Rate Schedule

An hourly rate table for all the INTERA Team's proposed staff as **Table 7-4**.

7.3 Equipment Costs

A schedule of fees for equipment costs associated with the INTERA Team's work at the Ortiz and Paseo de Vista landfills is provided in **Table 7-5**.

Table 7-4. Hourly Rate Schedule for Proposed Staff

Labor Category	Proposed Staff (as applicable)	Hourly Rates (2019)
INTERA Incorporated		
Principal Engineer/Scientist II	Larry Coons, PE, PHg, DGE, DEE	$195.00
	Joe Galemore, PG	
Principal Engineer/Scientist III	Jim Joseph, PE	$195.00
Senior Engineer/Scientist I	Joseph Tracy, PG	$195.00
	Eric Pease, PE	
Senior Engineer/Scientist II	Ed Hughes, PG	$180.00
Senior Engineer/Scientist III		$165.00
Senior Engineer/Scientist IV	Eileen Marcillo	$150.00
Engineer/Scientist I	Lynda Price	$140.00
	Lee Dalton	
	Ashley Arrossa, PE	
Engineer/Scientist II		$130.00
Engineer/Scientist III	Brian Archuleta	$120.00
Engineer/Scientist IV	Elliot Gordon, EIT	$110.00
	Andrew Murphy	
	Austin Hanson	
Senior Technician	Konrad Clark	$115.00
Senior Technical Editor		$115.00
Senior CAD/Graphics		$87.00
Technical Editor/Project Associate		$75.00
Gordon Environmental / PSC		
Senior Project Manager / Sr. Hydrogeologist	Clay Kilmer, PG / Michael Crepeau, PE	$161.00
Engineering Technician	Braden Belliveau	$91.00
Project Assistant		$78.00

Table 7-5. Schedule of Fees for Equipment

Equipment	Unit	Rate
INTERA Incorporated		
GEM-2000 (or Equivalent)	Day	$200.00
Combustible Gas Indicator (CGI)	Day	$100.00
Photoionization Detector (PID)	Day	$75.00
Air Sampling Pump	Day	$50.00
Generator	Day	$200.00
General Field Supplies (ES&H, Tool Kit, etc.)	Day	$100.00
Per Diem	Day	$119.00
Field Vehicle	Day	$45.00
Vehicle Mileage	Mile	$0.58 (current federal rate)
Gordon Environmental / PSC		
pH, Specific Conductance, Temperature, and Water Level Meters	Day	$50.00
Groundwater Pump	Day	$200.00
Groundwater Pump Controller	Day	$200.00
Generator	Day	$200.00
Air Compressor	Day	$200.00
Flow Cell	Day	$200.00
Bailer	Each	$10.00
Hydrasleeves	Each	$10.00
Modified Level D PPE	Each	$30.00
GEM-500 Portable Gas Analyzer	Day	$200.00
GEM-2000 Portable Gas Analyzer	Day	$200.00
Vapor Purge Pump	Day	$200.00
RKI Portable Gas Analyzer	Day	$200.00
Field Vehicle/Vehicle Mileage	Mile	Federal Rate + 10%

*Anticipated equipment rates have been provided; however, additional equipment is available, and rates will be provided upon request.

CITY OF SANTA FE

"REQUEST FOR PROPOSALS"

Groundwater Monitoring, Soil Vapor Monitoring and Other Environmental and Engineering Services for Landfill Sites

RFP #'19/19/P

PROPOSAL DUE:

January 3, 2019
2:00 P.M.
PURCHASING OFFICE
CITY OF SANTA FE
2651 SIRINGO ROAD
BUILDING "H" SANTA FE,
NEW MEXICO 87505

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Attachments:

1. Non-Disclosure and Conflict of Interest Statement
2. Campaign Contribution Disclosure Form
3. Sample Contract
4. Minimum Wage Ordinance

REQUEST FOR PROPOSALS

PROPOSAL NUMBER '19/19/P

Proposals will be received by the City of Santa Fe and shall be delivered to the City of Santa Fe Purchasing Office, 2651 Siringo Road Building "H" Santa Fe, New Mexico 87505 **until 2:00 P.M. local prevailing time, January 3, 2019.** Any proposal received after this deadline will not be considered. This proposal is for the purpose of procuring professional services for the following:

Groundwater Monitoring, Soil Vapor Monitoring and Other Environmental and Engineering Services for Landfill Sites

The proponent's attention is directed to the fact that all applicable Federal Laws, State Laws, Municipal Ordinances, and the rules and regulations of all authorities having jurisdiction over said item shall apply to the proposal throughout, and they will be deemed to be included in the proposal document the same as though herein written out in full.

The City of Santa Fe is an Equal Opportunity Employer and all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation or national origin. The successful proponent will be required to conform to the Equal Opportunity Employment regulations.

Proposals may be held for sixty (60) days subject to action by the City. The City reserves the right to reject any of all proposals in part or in whole. Proposal packets are available by contacting: Shirley Rodriguez, City of Santa Fe, Purchasing Office, 2651 Siringo Road, Building "H" Santa Fe, New Mexico, 87505, (505) 955-5711.

Shirley Rodriguez
Purchasing Officer

Received by the Santa Fe New Mexican Newspaper on: November 28, 2018
To be published on: December 3, 2018

Received by the Albuquerque Journal Newspaper on: November 28, 2018
To be published on: December 3, 2018

PROPOSAL SCHEDULE

RFP # '19/19/P

1.	Advertisement	December 3, 2018
2.	Issuance of RFP'S:	December 3, 2018
3.	Receipt of proposals:	January 3, 2019 at 2:00 p.m. local prevailing time. Purchasing Office 2651 Siringo Road Bldg., "H" Santa Fe, New Mexico 87505 (505) 955-5711
4.	Evaluation of proposals:	January 11, 2019
5.	Interviews:	January 15, 2019
6.	Recommendation of award to Public Utilities Committee:	February 6, 2019
7.	Recommendation of award to Finance Committee:	February 18, 2019
8.	Recommendation of award to City Council:	February 27, 2019

DATES OF CONSIDERATION BY FINANCE COMMITTEE AND CITY COUNCIL ARE TENTATIVE AND SUBJECT TO CHANGE WITHOUT NOTICE.

INFORMATION FOR PROPONENTS

1. RECEIPT OF PROPOSALS

The City of Santa Fe (herein called "City"), invites firms to submit one electronic file and 4 printed copies of the proposal. Proposals will be received by the Purchasing Office, until 2:00 p.m. local prevailing time January 3, 2018.

The packets shall be submitted and addressed to the Purchasing Office, at 2651 Siringo Road Bldg. "H" Santa Fe, New Mexico 87505. No late proposals will be accepted whether hand delivered, mailed or special delivery. Do not rely on "overnight delivery" without including some lead-time. "Overnight delivery" will be determined to be non-responsive if delivered late, no matter whose fault it was. It is recommended that extra days be included in the anticipated delivery date to ensure delivery is timely. The Purchasing Office is closed 12:00 p.m. to 1:00 p.m.

The outside of the envelope should clearly indicate the following information:

Proposal number: '19/19/P

Title of the proposal: Groundwater Monitoring, Soil Vapor Monitoring and Other Environmental and Engineering Services for Landfill Sites

Name and address of the proponent:

Any proposal received after the time and date specified shall not be considered. No proposing firm may withdraw a proposal within 60 days after the actual date of the opening thereof.

2. PREPARATION OF PROPOSAL

Vendors shall comply with all instructions and provide all the information requested. Failure to do so may disqualify your proposal. All information shall be given in ink or typewritten. Any corrections shall be initialed in ink by the person signing the proposal.

This request for proposal may be canceled or any and all proposals may be rejected in whole or in part, whenever the City of Santa Fe determines it is in the best interest of the city.

3. ADDENDA AND INTERPRETATIONS

No oral interpretation of the meaning of any section of the proposal documents will be binding. Oral communications are permitted in order to make an assessment of the need for an addendum. Any questions concerning the proposal must be addressed prior to the date set for receipt of proposal.

Every request for such interpretation should be in writing addressed to, Purchasing Officer, 2651 Siringo Road Bldg. "H" Santa Fe, New Mexico, 87505 and to be given

consideration must be received at least (5) days prior to the date set for the receiving of proposals.

Any and all such interpretations and any supplemental instruction will be in the form of written addenda to the RFP, which if issued, will be delivered to all prospective firms not later than three days prior to the date fixed for the receipt of the proposals. Failure of any proposing firm to receive any such addenda or interpretations shall not relieve such firm from any obligation under their proposal as submitted. All addenda so issued shall become part of the contract documents.

The City reserves the right to not comply with these time frames if a critical addendum is required or if the proposal deadline needs to be extended due to a critical reason in the best interest of the City of Santa Fe.

4. LAWS AND REGULATIONS

The proposing firm's attention is directed to the fact that all applicable Federal Laws, State Laws, Municipal Ordinances, and the rules and regulations of all authorities having jurisdiction over said item shall apply to the contract throughout. They will be deemed to be included in the contract the same as though herein written out in full.

5. METHOD OF AWARD

The proposal is to be awarded based on qualified proposals as per the enclosed rating system and at the discretion and consideration of the governing body of the City of Santa Fe. The selection committee may interview the top three rated proponents; however, contracts may be awarded without such interviews. At its discretion the city reserves the right to alter the membership or size of the selection committee. The City reserves the right to change the number of firms interviewed. The City may extend the purchase of goods under the Bid at the option of the City for a period of four (4) years from the date of the executed purchase order, subject to the agreement of the offeror.

6. 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. 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.

7. CITY LOCAL PREFERENCE

A state of New Mexico Taxation and Revenue Department Resident Business Certification of eligibility must be attached. If an offer is received without a copy of the appropriate State of New Mexico Taxation and Revenue Department issued Resident Business Certificate, the preference will not be applied.

The City shall apply the following definitions and preferences:

1) "resident business" means a business that has a valid resident business certificate issued by the taxation and revenue department pursuant to Section 13-1-22, and which shows that the resident business resides within the Santa Fe municipal limits.

2) When the city makes a purchase using a formal bid process, the public body shall deem a bid submitted by a resident business to be 3% percent lower than the bid actually submitted. In addition, if the bid includes subcontractors who are also resident businesses, the public body shall deem a bid submitted by a resident business with resident business subcontractors to be 6% lower than the bid actually submitted. If a non-resident business hires all resident business subcontractors, the public body shall deem the bid to be 3% percent lower than the bid actually submitted.

3) When the city makes a purchase using a formal request for proposals process, not including contracts awarded on a point-based system, the city shall award an additional:

    (a) three percent or the total weight of all the factors used in evaluating the proposals to a resident business; and

    (b) three percent or the total weight of all the factors used in evaluating the used in evaluating the proposals to a business with all resident business subcontractors.

4) When the city makes a purchase using a formal request for proposals process, and the contract is awarded based on a point-based system, the city shall award additional points equivalent to:

(1) three percent of the total possible points to a resident business: and

(2) three percent of the total possible points to a business with all resident business subcontractors.

5) The maximum available local preference shall be 6%.

6) Competitive sealed proposals valued in excess of one million dollars ($1,000,000.00)

(1) If the bid or proposal includes to subcontractors who are also resident business, the public body shall deem a bid or proposal submitted by a resident business to be six percent (6%) lower than the bid actually submitted, if and only if at least fifty percent (50%) of the subcontracted services go to subcontractors who are resident businesses.

(2) If a non-resident business hires resident business subcontractors, the public body shall deem the bid or proposal to be three percent (3%) lower than the bid actually submitted, if and only at least fifty percent (50%) of the subcontracted services go to subcontractors who are resident businesses."

8. PROTESTS AND RESOLUTIONS PROCEDURES

Any proponent, 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.

SPECIAL CONDITIONS

1. GENERAL

When the City's Purchasing Officer issues a purchase order document in response to the vendor's bid, a binding contract is created.

2. ASSIGNMENT

Neither the order, nor any interest therein, nor claim under, shall be assigned or transferred by the vendor, except as expressly authorized in writing by the City Purchasing Officer's Office. No such consent shall relieve the vendor from its obligations and liabilities under this order.

3. 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 vendor's control, and then only to the extent, as specified elsewhere in the contract documents.

4. DISCOUNTS

Any applicable discounts should be included in computing the bid submitted. Every effort will be made to process payments within 30 days of satisfactory receipt of goods or services. The City Purchasing Officer shall be the final determination of satisfactory receipt of goods or services.

5. TAXES

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.

6. INVOICING

(A) The vendor's invoice shall be submitted in duplicate and 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.

(B) Invoice must be submitted to ACCOUNTS PAYABLE and NOT THE CITY PURCHASING AGENT.

7. METHOD OF PAYMENT

Every effort will be made to process payments within 30 days of receipt of a detailed invoice and proof of delivery and acceptance of the products hereby contracted or as otherwise specified in the compensation portion of the contract documents.

8. DEFAULT

The City reserves the right to cancel all or any part of this order without cost to the City if the vendor fails to meet the provisions for this order, and except as otherwise provided herein, to hold the vendor liable for any excess cost occasioned by the city due to the vendor's default. The vendor 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 Vendor and these causes have been made known to the City of Santa Fe in written form within five working days of the vendor 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 vendor 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.

9. 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.

10. NON-COLLUSION

In signing this bid or proposal, the vendor 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.

SCOPE OF SERVICES
'19/19/P

1. Introduction

The City of Santa Fe (City) Environmental Services Division is seeking bids from qualified firms to conduct groundwater monitoring, soil vapor monitoring and other environmental and engineering services for its closed landfill sites, the Former Frank Ortiz Landfill and the Paseo De Vista Landfill. It is important to note that the Former Frank Ortiz Landfill is regulated under a Stage 1 Abatement Plan that is administered by the New Mexico Environment Department (NMED) Ground Water Quality Bureau (GWQB). The Paseo De Vista Landfill is regulated under NMED Solid Waste Bureau (SWB) Solid Waste Management Regulations (SWMR).

2. Former Frank Ortiz Landfill Site

2.1. Background

The Former Frank Ortiz Landfill was never formerly designated or operated by the City as a landfill but was used routinely by its citizens as a municipal dumpsite for the disposal of waste. Aerial photography of the area indicates that the Former Frank Ortiz Landfill was used for this purpose between 1954 and 1968. The Former Frank Ortiz Landfill was re-developed with irrigated soccer fields from 1987 to 1993. The increased irrigation in the area could potentially have enhanced leachate and landfill gas generation. The Former Frank Ortiz Landfill was unregulated, as there were no solid waste management regulations promulgated during that period. No records of received volumes, weights, or waste types were made. The Former Frank Ortiz Landfill was not closed in accordance with state solid waste requirements. No final grading, liner, cap, or other measures were designed to limit percolation of water into the buried wastes.

The Former Frank Ortiz Landfill is within the western part of the Santa Fe topographic quadrangle. The 35-acre Former Frank Ortiz Landfill is bound to the north-northeast by Paseo de las Vistas, the west by the Arroyo Torreon, and to the east by La Loma Vista. It is located along a side slope, feeding into the Arroyo Torreon. The current land use is recreational as a public dog park. Some small trees and sparse native vegetation cover the Park area. Trails, dirt roads, and erosion drainages cover the area. The elevation of the Former Frank Ortiz Landfill ranges from approximately 6,960 ft above mean sea level (amsl) to 7,030 ft amsl. Groundwater is located approximately 360 feet below ground surface.

2.2. Required Contractor Services -- Continued Stage 1 Abatement Plan Investigations

The contractor will implement the amended work plan prepared by INTERA and approved by the New Mexico Environment Department, as included in the Phase II Environmental Site Assessment Report, Former Frank Ortiz Landfill, Santa Fe County, New Mexico, dated July 30, 2018 (attached). The amended work plan includes, but is not limited to, the following required activities:

1. Installation of three groundwater monitoring wells downgradient to the Former Frank Ortiz Landfill Site. The proposed well locations are shown on Figure 2. The new groundwater

monitoring wells will be completed as a groundwater monitoring well coupled with permanent soil vapor sampling ports (one shallow, one intermediate, and one deep).;

2. Completion of new groundwater monitoring wells coupled with three soil vapor ports: one shallow, one intermediate, and one deep. To be consistent with the other three on-site soil vapor monitoring wells, the shallow, intermediate, and deep vapor sampling ports will be installed at approximately 10, 30, and 40 ft bgs.;

3. Installation of a soil vapor well with three soil vapor ports (one shallow, one intermediate, and one deep), adjacent to existing groundwater monitoring well, Ortiz Park-1. The shallow, intermediate, and deep vapor sampling ports will be installed at approximately 10, 30, and 40 ft bgs.;

4. Collection of eight soil samples (two per soil boring) during well installation to be analyzed for volatile organic compounds (VOCs), semi-volatile organic compounds (SVOCs), NMED designated metals (arsenic, barium, cadmium, chromium, lead, selenium, silver, uranium, copper, iron, manganese, zinc, aluminum, boron, cobalt, molybdenum, and nickel), polychlorinated biphenyls (PCBs), and nitrate/nitrite. Two (2) soil samples will be submitted to the laboratory for analysis from each soil boring location. In the soil borings completed for groundwater monitoring wells, one soil sample will be collected just below the total depth of the waste and one soil sample collected at the water table interface. For the soil vapor well, one soil sample will be collected just below the total depth of the waste and one soil sample collected at the total depth of the soil boring;

5. Conduct a single initial soil vapor monitoring event following the installation of the soil vapor well collecting soil vapor samples from all Former Frank Ortiz soil vapor wells (4 total soil vapor wells, 3 ports per soil vapor well and three ground water wells with co-located soil vapor probes [3 soil vapor probes per groundwater well]) (21 soil vapor probes total) to test for the presence and concentration of landfill gases (methane and hydrogen sulfide) and VOCs;

6. Conduct a single initial groundwater monitoring event collecting groundwater samples from all site groundwater monitoring wells (4 total groundwater monitoring wells) and analyzing for VOCs, SVOCs, NMED-designated metals (i.e., arsenic, barium, cadmium, chromium, lead, selenium, silver, uranium, copper, iron, manganese, zinc, aluminum, boron, cobalt, molybdenum, and nickel), PCBs, and nitrate/nitrite; and,

7. Conduct four additional semi-annual groundwater monitoring events at all groundwater wells to be analyzed for volatile organic compounds (VOCs), semi-volatile organic compounds (SVOCs), NMED designated metals (i.e., arsenic, barium, cadmium, chromium, lead, selenium, silver, uranium, copper, iron, manganese, zinc, aluminum, boron, cobalt, molybdenum, and nickel), polychlorinated biphenyls (PCBs), and nitrate/nitrite.

The contractor shall also develop a schedule for completion of all activities contained within the Phase II Environmental Site Assessment Report, Former Frank Ortiz Landfill, Santa Fe, Santa Fe

County, New Mexico for approval by the City and subsequent submittal to the NMED GQWB for their subsequent approval. Pursuant to Section 4109 of the New Mexico Ground and Surface Water Protection Regulations (20.6.2 NMAC), the contractor will conduct all investigation, abatement, monitoring, and reporting activities according to the terms and schedules contained in the approved Plan or approved by the City and NMED pursuant to the plan.

The contractor shall conduct all work subject to Section 20.6.2.4 107 NMAC concerning advance notice for sampling, well plugging and abandonment, and NMED rights for entry, inspection, and sampling. NMED's approval of the City's amended plan does not relieve the City of its responsibility to obtain third-party access and to comply with any other applicable federal, state, and/or local laws and regulations, including zoning requirements and nuisance ordinances.

Any changes by the contractor to the activities prescribed in the NMED-approved amendments to the S1AP (Stage 1 Abatement Plan) must receive prior approval in writing from NMED. If implementation of the approved plan fails to adequately define site conditions and provide the data necessary to select and design an effective abatement option, additional Stage 1 actions may be required.

2.3. Schedule

The contractor shall submit a schedule to complete all proposed field activities at the Former Frank Ortiz Landfill. The installation of the groundwater monitoring wells and soil vapor monitoring well shall be conducted in Year 1 of the proposed schedule. The addition site investigation report, to be completed following the installation of the groundwater monitoring wells and soil vapor well and after the initial ground water and soil vapor monitoring events shall also be completed in Year 1 of the proposed schedule. Only long-term monitoring activities shall be completed in Year 2, Year 3, and Year 4.

2.4. Report Requirements

A report deliverable will be submitted to the City of Santa Fe and NMED after the completion of the additional Site investigation. A comprehensive additional investigation and groundwater monitoring event report will be submitted upon completion of the performed field activities, receipt of analytical data, and data evaluation. The report will summarize field activities, include soil boring logs, monitoring well construction diagrams, field measurements, and laboratory analytical results (historical and present) associated with groundwater monitoring at the Site. The report format will contain the following information:

- Introduction, Scope of Work, and Work Plan Deviations
- Project Description
- Description of Field Activities
- Summary of Data
- Conclusions

- Recommendations
- Figures:
  - Site Plan
  - Potentiometric Surface Map
  - Distribution of VOCs in Groundwater
- Tables:
  - Fluid Level Measurements
  - Laboratory Results (groundwater and soil), including historical groundwater data for existing wells
- Appendices:
  - Soil Boring Logs
  - Monitoring Well Construction Diagrams
  - Field Notes and Forms
  - Laboratory Analytical Reports

The final report will be used to update the existing S1AP. The S1AP will be updated to include the contractor completed environmental investigation information, as well as include the rationale and approach for long-term groundwater and soil vapor monitoring activities required by NMED to be conducted at the Site.

2.5. Report Delivery and Submission

The contractor must provide editable electronic versions of draft reports level notification and monitoring report three weeks prior to deadline of submittal. The City Environmental Services Division will review and propose changes as needed. The contractor must be available via telephone for response to questions or clarification of report, exceedance notification or data.

The contractor must provide four hard copies and electronic version of each report, distribution as follows:

a. Shirlene Sitton, 2 copies, City of Santa Fe Environmental Services Director

b. Alex Puglisi, City of Santa Fe Public Utilities Department

c. NMED SWB, Attention George Schuman

d. NMED GWQB, Attention Justin Ball

2.6. Pricing

The contractor shall provide pricing based on per reporting event which includes drawing samples from wells; preparing samples for laboratory; analytical laboratory testing; review of reports and

data; preparation of reports or notifications; time for clarification of report and changes; print reports and submit within regulatory deadlines.

Task	Cost
Install three groundwater monitoring wells with co-located soil gas probes	
Install soil vapor monitoring well	
Conduct baseline soil gas monitoring event (include laboratory analysis)	
Conduct baseline ground water sampling event (include laboratory analysis)	
Final Investigation Report (include costs for a City review of a draft and for the contractor to address one round of comments)	
In addition to the above costs, the contractor shall also provide an hourly rate table for all proposed staff as well as a schedule of fees for equipment costs.	

3. Paseo de Vista Landfill Site

3.1. Background

The 110-acre Paseo de Vista Landfill received waste from 1969 until approximately 1999. Pursuant to landfill closure groundwater monitoring requirements, nine groundwater monitor wells have been completed around the Paseo de Vista landfill. The Paseo De Vista Landfill was closed and is regulated under the NMED SWMR.

3.2. Required Contractor Services

The contractor will be responsible for the implementation of the approved *Methane Remediation Plan, Paseo de Vista Closed Landfill, Santa Fe, Santa Fe County, New Mexico* dated August 13, 2018, as approved by the NMED Solid Waste Bureau *(attached).* The Remediation Plan includes, but is not limited to, the following activities:

1. Conduct two ground water monitoring events per year (semi-annual) at Paseo De Vista ground water monitoring wells, including MW-2, MW-6, MW-7, MW-8, MW 3 and Ortiz Park Well #1 to provide water depth only;

2. Conduct two ground water sampling events per year (semi-annual) at Paseo De Vista groundwater monitoring wells MW-2, MW-6, MW-7, and MW-8 according to regulations and one sampling event every five years for Table 1 parameters as referred to subsections A and C.

3. The Contractor must provide power source capable of powering ½ and ¾ HP motor control boxes. The City will provide all control boxes.

4. For each sampling event, the contractor will provide a water level reading on each of the wells.

In addition, the Remediation Plan requires routine quarterly methane monitoring of the landfill gas (LFG) wells located at the Paseo de Vista landfill. There are 20 SP wells (20) and 4 GV wells with one probe each (4) (24 total) and nine groundwater monitoring wells at the Paseo de Vista landfill.

Required contractor services associated with the groundwater monitoring and landfill gas locations is provide below in Section 4. The following sub sections 3.3 through provide contractor required services specific for Paseo de Vista Landfill.

3.3. Installation of a Meteorological Station

The contractor will install a meteorological station that will measure temperature, precipitation, wind speed, and wind direction. The data acquired by the meteorological station will be transmitted to and stored on a computer. Once the meteorological station is installed, the additional methane monitoring described below will be triggered by precipitation measured at the Paseo De Vista Landfill's meteorological station. Precipitation event's greater than 0.25 inches will be alarmed, i.e., the computer will notify the party responsible for monitoring precipitation and scheduling the precipitation-triggered methane monitoring (contractor). The meteorological station will be installed at/near the materials recovery facility where there are existing utilities (electricity and internet) to facilitate a cost-effective installation. The contractor will inform NMED of the proposed location prior to installation.

3.4. Installation of Passive Gas Vents and Slam Bar Monitoring Locations

The contractor is required to install six (6) passive gas vents at the Paseo De Vista Landfill. The proposed locations of passive gas vents will be provided by the City. Typical passive gas vent installation methods include mobilizing a large diameter bucket auger, advancing an approximately 24-inch boring through the entire thickness of waste and installing a 6-inch diameter, schedule 80, polyvinyl chloride (PVC) casing perforated across the entire waste interval. The annular space between the 6-inch perforated PVC casing and the borehole wall will be backfilled with washed pea gravel (or similar) and the annular space between the solid PVC casing and the borehole wall from the top of waste to the ground surface will be backfilled with auger spoils. The gas vents will be completed at the surface with aluminum turbine tops and sampling ports. The final design of the passive gas vents will allow for conversion to active extraction gas vents should active extraction of methane be required in the future. A general passive gas vent construction detail is presented on Figure 2 in the Golder Report (attached). The contractor will be required to propose the location of passive vents to NMED for approval prior to installation.

The contractor shall install four additional pairs of slam bar monitoring locations will be installed. The four new slam bar pairs will be installed at the approximate locations shown on Figure 1 of the Golder Report identified as SP-13 through SP-20.

3.5. Installation of Settlement Benchmarks

Differential settling of the landfill cover can result in low areas that can catch and hold storm water allowing it to infiltrate through the cover and into the landfill rather than running off. Storm water infiltration through the landfill cover can contribute to excess methane generation. The contractor will install settlement benchmarks (80 benchmarks) to monitor differential settlement of the Paseo De Vista Landfill cover. Ten sets of eight settlement benchmarks will be installed on 100-foot spacing at the approximate locations shown on Figure 3 in the attached Golder Report. Upon installation of the benchmarks, each benchmark will be surveyed in NM State Plane Coordinates with

vertical precision of 0.01 foot and the elevation of each newly installed benchmark will serve as the baseline value that future surveyed elevations will be compared to evaluate whether or not settling of the landfill cover has occurred.

After installation of the benchmark array and completion of the initial baseline survey, an as-built report will be submitted to the City and NMED by the contractor that will include a map showing the locations of the benchmarks, a tabular summary identifying the benchmarks with horizontal and vertical coordinates for each, a statement identifying the coordinate system and vertical datum that was used and a professional seal of a Registered Land Surveyor licensed in New Mexico.

3.6. Schedule

The following is a tentative schedule for the commencement of each of the proposed remedial actions above as included in the amended plan for the Paseo De Vista Landfill:

- Installation of a meteorological station: within Year 1 of the contract;
- Installation of passive gas vents: within 12 months of the Contract;
- Installation of slam bar locations SP-13 through SP-20: within 12 months of the Contract; and,
- Installation of settlement benchmarks: within 12 months of the Contract; and,
- Conduct initial baseline survey of the Paseo De Vista Landfill.

3.7. Pricing

Task	Cost
Install Meteorological Station	
Install 6 Passive Vents	
Install 4 new slam bar pairs of soil vapor probes (SP-13 through SP-20)	
Install 80 Survey Benchmarks	
Conduct Initial Baseline Benchmark Survey and provide a report to the City and NMED	

4. Long Term Monitoring – Both Landfills

Methane monitoring activities and ground water monitoring activities will be conducted at both the Former Frank Ortiz Landfill and the Paseo De Vista Landfill at the same time. Methane monitoring will be conducted quarterly, and ground water monitoring will be conducted on a semi-annual basis (2 events per calendar year).

4.1. Methane Monitoring

Methane monitoring events have been conducted quarterly at the Paseo De Vista Landfill for several years. Future methane monitoring events will include collecting readings from soil vapor probes at both the Paseo De Vista Landfill and the Former Frank Ortiz Landfill.

In addition, six additional methane monitoring events will be performed after precipitation events greater than or equal to 0.25-inches of precipitation as measured at the Santa Fe Airport until the meteorological station is installed at the Paseo De Vista Landfill. Methane monitoring will occur two to four weeks after 0.25-inches or greater precipitation. If two or more 0.25 inch or greater precipitation events occur in a two-week period, monitoring will be performed two to four weeks after the last precipitation event. The 0.25-inch trigger value is on the low end of "typical" storms on record during the rainy months in Santa Fe.

The six additional monitoring events described here will be in addition to the routine compliance (i.e. quarterly) methane monitoring performed at the Landfill unless a routine methane monitoring event, typically conducted in March, June, September, and December, falls within the two to four weeks from 0.25-inch or greater precipitation timeframe, as described above.

4.2. Ground Water Monitoring

Pursuant to SWMR requirements for landfill closure, five groundwater monitoring wells were completed around the Paseo De Vista landfill. Monitoring wells 1-3 (MW-1, MW-2 and MW-3) were completed in 1993. Due to an apparent change in water table gradient, monitoring wells 4 and 5 (MW-4 and MW-5) were installed in 1998 to improve monitoring well network coverage around the landfill. Additional downgradient monitoring wells 6-8 (MW-6, MW-7 and MW-8) were installed southeast of the Paseo De Vista Landfill in June 2004 in response to an NMED-SWB request for additional downgradient monitoring well coverage for the Paseo De Vista Landfill. The Contractor will be required to provide semi-annual monitoring (including water-level measurements) and sampling of groundwater water wells at the Paseo de Vista Landfill and Ortiz Landfill (Ortiz Park#1), as required by NMED-SWB under their closure requirements for this landfill. The contractor will be required to sample wells according to requirements of the SWMR.

In accordance with the closure plan, the Contractor will provide the general services to the City of Santa Fe.

- Ground water sampling will be completed according to EPA Methods for applicable testing parameters.
- A trip blank will be tested for each sampling event.
- All ground water monitoring wells with monitoring plan requirements for sample collection and analysis are equipped with operable pumps. These wells include MW-2, MW-6, MW-7 and MW-8.
- Contractor shall be responsible for analytical laboratory testing of samples according to regulations (Currently the testing parameters have been reduced to 20 NMAC 9.1.804.A&B), with a full A&C test required every five years, last A&C test was completed on 1/31/11.

All ground water monitoring wells with monitoring plan requirements for sample collection and analysis are equipped with operable pumps. These wells include MW-2, MW-6, MW-7 and MW-8.

4.3. Annual Survey

After the initial baseline survey the settlement benchmarks will be surveyed on an annual basis and an annual survey will be submitted to the City and NMED.

A brief settlement benchmark survey report will be prepared by the contractor within four weeks of receipt of each event's survey data and will be submitted to NMED. The report will include a brief discussion of survey activities, the latest survey data for each of the 80 benchmarks, and a table of relative elevation change from the previous, and initial, survey for each benchmark. Annual surveying of the settlement benchmarks and associated reporting will be performed for a period of 5 years. Upon completion of the five-year surveying period, a final report will be prepared and submitted to NMED summarizing the findings of the settlement evaluation. Appropriate recommendations for landfill cover improvements or maintenance, if necessary, will be included in the final report.

The contractor shall monitor and sample all groundwater wells once every six months. Analyses of all water samples for the NMED SWB regulatory required parameters to includes VOCs, primary mineral ions, metals, and radiological parameters.

4.4. Methane Monitoring Report Requirements

The results of each of the six additional methane monitoring events will be summarized in a letter report and submitted to NMED.

The contractor will generate a groundwater monitoring report including the following information:

1. Executive Summary:
    a. Introduction
    b. Monitoring Methods and Procedures
    c. Monitoring Results
    d. Laboratory Analysis (if applicable)
    e. Assessment monitoring levels
    f. Conclusion and references.
2. For each vapor monitoring well in the network, the contractor shall include the following information:
    a. Tables that include:
        i. Cumulative monitoring data per well per event
        ii. Laboratory Analytical data (if applicable)
    b. Figures including:
        i. Map of the Landfill(s)
        ii. Methane concentration map
    c. Appendices including:
        i. Laboratory reports and chain of custody documents

ii. Methane monitoring field notes

4.5. Ground Water Monitoring Report Requirements

The contractor will generate a groundwater monitoring report including the following information:

1. Executive Summary:
   d. Introduction
   e. Geo-hydrologic conditions
   f. Current investigation
   g. Water level, gradient and trend
   h. Groundwater flow velocity estimates
   i. Groundwater sampling and analysis
   j. Summary of groundwater quality data
      i. Organic constituents
      ii. Metal constituents
      iii. Other inorganic constituents
      iv. Proposed background and assessment monitoring level concentrations
   k. Assessment monitoring levels
   l. Conclusion and references.
3. For each monitoring well in the network, the contractor shall include the following information:
   a. Tables that include:
      i. Cumulative water level data
      ii. Organic water quality data
      iii. Inorganic water quality data
   b. Calculated groundwater flow velocity
   c. Figures including:
      i. Map of the Landfill(s)
      ii. Water table map
      iii. Groundwater quality summary map

iv. Nitrate concentrations and histories.

d. Appendices including:

i. Water level hydrographs on all monitoring wells

ii. Laboratory reports for water quality analyses

iii. Groundwater sampling field notes and chain of custody documents

The contractor shall provide required notification to NMED SWB of site-specific assessments level exceedance (Exceedance levels have been established based on cumulative data from prior monitoring events and assessments).

4.6. Report Delivery and Submission

The contractor must provide editable electronic version of draft reports level notification and monitoring report three weeks prior to deadline of submittal. The City Environmental Services Division will review and propose changes as needed. The contractor must be available via telephone for response to questions or clarification of report, exceedance notification or data.

The contractor must provide four hard copies and electronic version of each groundwater monitoring report, distribution as follows:

a. Shirlene Sitton, 2 copies, City Environmental Services Director

b. Alex Puglisi, City Public Utilities Department

c. NMED SWB – Attention George Schuman

d. NMED GWQB – Attention Justin Ball

4.7. Long Term Monitoring Pricing

Task	Cost
Methane Monitoring per quarter (4 events per year, 4 years)	
Up to 6 additional methane monitoring events at the Paseo De Vista Landfill due to precipitation greater than 0.25 inches	
Groundwater Monitoring (2 events per year, 4 years)	
Annual Survey Benchmark Report (4 annual reports)	
Methane Monitoring Report (16 reports)	
GW Monitoring Report (8 reports)	

The contractor provide pricing based on per reporting event which includes drawing samples from wells; preparing samples for laboratory; analytical laboratory testing; review of reports and data; preparation of reports or notifications; time for clarification of report and changes; print reports and submit within regulatory deadlines.

The contractor will provide hourly rate(s) for other related environmental, engineering services, or technical support as requested. Examples of potential tasks include but are not limited to:

a. Vadose zone testing planning and sampling, and reporting
b. Sampling methodologies, including low flow sampling.
c. Well design recommendations
d. Request to regulators to reduce sampling events and parameters
e. Support for meetings with regulators
f. Recommendations on sampling well maintenance and repairs
g. Meetings with other contractors and staff on wells, sampling, regulations, etc.
h. Provide answers and recommendations to regulatory, ground water, sampling and other environmental questions and issues
i. Financial assurance consultation and submittals
j. Additional sampling as requested by City.

SUBMITTAL REQUIREMENTS
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Proposals should be provided in binders with tab separators indicating tab number. Proposal shall not include marketing materials with the exception of warranty coverage of equipment.

Tab 1. 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.

Tab 2. Company Background with Key Proposed Personnel and Team Organization

Provide a comprehensive narrative history of the firm, including the development of its experience in providing services similar to those described in RFP including all third-party companies if applicable.

Provide a description of the types of services your company is performing within the solid waste landfill industry. It is expected that all of the points shall be addressed for

each company involved in a proposal, prime or third-party.

Provide a summary of your company's ability to meet/deliver the requirements as provided within the RFP.

Proposal should include the resumes of the proposed Project personnel as well as the structure of the proposed 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. Educational background
6. Professional registrations and memberships
7. Professional references, and
8. Additional relevant information

The City reserves the right to contact professional references on any individual conducting work as either an employee of the Vendor, or on the Vendor's behalf.

Tab 3. Project Approach

Provide a full description of the proposed approach to provide the services that will satisfy the requirements associated with the specifications identified in this RFP, including:

- A summary description of your company's capabilities to meet the project specifications listed, and how your methodology will meet or exceed the specifications. The narrative should be written for an audience of the end-user.
- Describe any relevant additional/optional services that you can provide not listed within the RFP
- Indicate any exception taken to either the requirements or conditions of this RFP. Describe exceptions and identify what is being offered alternatively. Identify any areas the requested service or product is not available, deviates from the specific requests, or is deemed to be an unwise or unwarranted approach. ESD reserves the right to disallow exceptions it finds are not in the best interests of ESD.

Tab 4. Work Plan/Project Schedule

The proposer shall include a proposed project work plan and schedule, including

their recommended 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.

Tab 6. Knowledge of Regulatory Requirements/Local Conditions

Proposers should include their qualifications to conduct groundwater, landfill gas, and soil vapor monitoring; and other applicable environmental engineering services relevant to closed landfills. Demonstrate your firm's qualifications to administer requirements of a Stage 1 Abatement Plan and other regulatory requirements for both the New Mexico Environment Department Ground Water Quality Bureau and the Solid Waste Bureau.

Proposers should clearly outline their knowledge of the history of the two closed landfills and the historical and local conditions around the sites.

Additionally, describe your firm's sampling and field safety protocols. Describe best practices, any training key staff receive for sampling protocol, and equipment use. Describe safety protocols used in your firm for this kind of sampling.

What laboratory is used for processing samples? Attach laboratory best practices and safety protocols.

Tab 7. Price Proposal

The Contractor's compensation for all services set forth in this RFP, including changes, additions, and modifications to the plan over time is to be included in the Cost Proposal. Include the following costs from the scope of services in your proposal:

Pricing- Former Frank Ortiz Landfill Site

The contractor shall provide pricing based on per reporting event which includes drawing samples from wells; preparing samples for laboratory; analytical laboratory testing; review of reports and data; preparation of reports or notifications; time for clarification of report and changes; print reports and submit within regulatory deadlines.

Task	Cost
Install three groundwater monitoring wells with co-located soil gas probes	
Install soil vapor monitoring well	
Conduct baseline soil gas monitoring event (include laboratory analysis)	

Conduct baseline ground water sampling event (include laboratory analysis)	
Final Investigation Report (include costs for a City review of a draft and for the contractor to address one round of comments)	
In addition to the above costs, the contractor shall also provide an hourly rate table for all proposed staff as well as a schedule of fees for equipment costs.	

Pricing- Paseo de Vistas Closed Landfill Site

Task	Cost
Install Meteorological Station	
Install 6 Passive Vents	
Install 4 new slam bar pairs of soil vapor probes (SP-13 through SP-20)	
Install 80 Survey Benchmarks	
Conduct Initial Baseline Benchmark Survey and provide a report to the City and NMED	

Pricing- Long Term Monitoring-Both Landfills

Task	Cost
Methane Monitoring per quarter (4 events per year, 4 years)	
Up to 6 additional methane monitoring events at the Paseo De Vista Landfill due to precipitation greater than 0.25 inches	
Groundwater Monitoring (2 events per year, 4 years)	
Annual Survey Benchmark Report (4 annual reports)	
Methane Monitoring Report (16 reports)	
GW Monitoring Report (8 reports)	

The contractor provide pricing based on per reporting event which includes drawing samples from wells; preparing samples for laboratory; analytical laboratory testing; review

of reports and data; preparation of reports or notifications; time for clarification of report and changes; print reports and submit within regulatory deadlines.

The contractor will provide hourly rate(s) for other related environmental, engineering services, or technical support as requested. Examples of potential tasks include but are not limited to:

k. Vadose zone testing planning and sampling, and reporting
l. Sampling methodologies, including low flow sampling.
m. Well design recommendations
n. Request to regulators to reduce sampling events and parameters
o. Support for meetings with regulators
p. Recommendations on sampling well maintenance and repairs
q. Meetings with other contractors and staff on wells, sampling, regulations, etc.
r. Provide answers and recommendations to regulatory, ground water, sampling and other environmental questions and issues
s. Financial assurance consultation and submittals
t. Additional sampling as requested by City.

EVALUATION CRITERIA
&
WEIGHTED VALUES
&
EVALUATION COMMITTEE MEMBERS

Method of Award - The project will be awarded based upon the following criteria:

1. **Ranking of qualified proposals** by the Selection Committee as per the enclosed rating system.

2. Interviews

- Interviews will be conducted at the option of the City. If no interviews are performed, then the scores from the Evaluation Criteria Form shall be utilized to determine the top ranked firm to be selected for the project.

- If interviews are conducted, interviews will be conducted with the top three ranked firms based of the score from the Evaluation Criteria Form.

- If interviews are conducted, then only the scores from the Interview Evaluation Form will be utilized to select the top ranked firm. It is noted that the Proposed Fee score will carry over from Evaluation Criteria Form to the Interview Evaluation Form.

3. Consideration and approval of the governing body of the City of Santa Fe. The City Council, as governing body, will consider the Public Utilities and Finance Committees' recommendations and make the final decisions as to award of the contract.

Evaluation Committee Members - The selection committee may consist of representatives from the following departments/divisions:

Finance Department
Purchasing Officer or Designee

Public Utilities Department
Environmental Compliance Officer

Public Utilities Department
Environmental Services Department Director or designee

Public Utilities Department
One technical representative from the Water Division

The City of Santa Fe reserves the right to alter the size and membership of the Selection Committee.

Interviews – Interviews, if conducted, will be scheduled by the City of Santa Fe. They will consist of a 1-hr. 15-minute presentation by the Proponents, including a question and answer period. At the Interview, firms are expected to introduce and involve the professionals who will be assigned to this project and make them available for questions by the Selection Committee. At its discretion, the City reserves the right to alter the membership and size of the committee.

Scores of the evaluation committee members will be totaled to determine the top rated firms.

If interviews are conducted for the top three rated firms, those scores totaled from the evaluation committee members from the interview evaluations will determine the final top rated firm, unless other tangible extenuating circumstances are documented.

Unless noted elsewhere in this RFP, the same evaluation form will be used to separate the interview scores.

EVALUATION CRITERIA & WEIGHTED VALUES

	CRITERIA	WEIGHTED VALUE		EVALUATION POINTS	TOTAL
1.	Relevant Experience of Firm with similar projects	15%	X	_____	_____
2.	Quality of Staff Assigned To Project (Qualifications/Skills)	10%	X	_____	_____
3.	Past Performance (For City of SF or other entity on similar project)	10%	X	_____	_____
4.	Approach/Methodology	15%	X	_____	_____
5.	Work Plan/ Project Schedule	15%	X	_____	_____
6.	Knowledge of Regulatory Requirements/Local Conditions	15%	X	_____	_____
7.	Proposed Fees (Reasonable for Scope/Schedule)	20%	X	_____	_____
				TOTAL	____

Evaluation Points: 1 = Lowest through 5 = Highest

At its discretion, the City of Santa Fe reserves the right to alter the membership and size of the committee.

Scores of the evaluation committee members will be totaled to determine the top rated firms.

If interviews are conducted for the top-rated firms, those scores totaled from the evaluation committee members from the interview evaluations will determine the final top rated firm, unless other tangible extenuating circumstances are documented.

CITY OF SANTA FE (CSF)
NON-DISCLOSURE AND CONFLICT OF INTEREST STATEMENT

REQUEST FOR PROPOSAL # '19/19/P

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

_____

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT
REQUEST FOR PROPOSALS ONLY

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and _____, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work.**

A. The Contractor shall perform Environmental and Engineering services, for the purposes of landfill investigation and monitoring at the former Ortiz Landfill and the Paseo de Vista Landfill, as described in the proposal documents attached hereto.

2. **Compensation.**

A. The City shall pay to the Contractor in full payment for services satisfactorily performed in the amount of _____ dollars ($_____) such compensation not to exceed _____ ($_____), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling _____($_____) shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed _____ ($_____). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

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

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after

the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

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

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; 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. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein. *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.*

B Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Council, this Agreement shall terminate immediately 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. If the

City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City of Santa Fe. 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 Council as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. 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 the City.

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the City, its officers and employees, and the City from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. 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.

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, 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.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

13. Amendment.

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

14. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. Penalties for violation of law.

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.

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age,

physical or mental handicap, or 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.

17. Applicable Law.

The laws of the City of Santa Fe shall govern this Agreement, without giving effect to its choice of law provisions. 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 lawsuits arising under or out of any term of this Agreement.

18. 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.

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

20. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the 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 under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments

21. Indemnification.

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, 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, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any 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) days after it receives notice thereof, notify the legal counsel of the City and the Risk Management Division of the New Mexico General

Services Department by certified mail.

22. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

23. Enforcement of Agreement.

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 express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

24. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City:
Shirlene Sitton, Director
Environmental Services
Division City of Santa Fe
Sesitton@ci.santa-fe.mn.us
505-955-2209
1142 Siler Road
Building A
Santa Fe, NM 87504

To the Contractor: [insert name, address and email].

25. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

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#_____

Registration # _____

ATTEST:

_____
YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

10/22
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

_____
MARY MCCOY, FINANCE DIRECTOR

5100331.510250 AL
Business Unit Line Item

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

GB PUD ESD AMENDMENT 1 TO INTERA

Final Audit Report 2021-03-11

Created:	2021-03-05
By:	Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
Status:	Canceled / Declined
Transaction ID:	CBJCHBCAABAAMdJAekz2Au6GMICJ6HRkGM1YMn3bOjru

"GB PUD ESD AMENDMENT 1 TO INTERA" History

Document created by Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
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Document emailed to aclotero@santafenm.gov for signature
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Email sent to yocatanach@santafenm.gov bounced and could not be delivered
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Email sent to Jimmy Tapia (jptapia@ci.santa-fe.nm.us) bounced and could not be delivered
2021-03-05 - 5:27:56 PM GMT

Email sent to mfmartinez@santafenm.gov bounced and could not be delivered
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ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 03/22/21
FOR CITY COUNCIL MEETING OF 03/31/21

e) Request Approval of Budget Amendment Resolution to Correct FY 21 Engineering Budget for Duplicate Payment to Louis Berger Group in the Amount of $67,945.22 for Arroyo Chamiso Crossing Project. (Regina Wheeler, Public Works Department Director, rawheeler@santafenm.gov, (505) 955-6622)

Commitee Review:
Finance Committee – 03/22/2021
Public Works & Utilities Committee – 03/29/2021
Governing Body – 03/31/2021

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		

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	12/11/2020

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP Design	3309980	572960	EN193300D	67,945	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 67,945	$ -

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

To budget reimbursment from Louis Berger. City paid same invoice twice; reimbursement was received from Louis Berger Group in June 2020.

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
330	(67,945)
TOTAL:	**(67,945)**

Amanda Archuleta — 12/17/2020
Prepared By *{print name}* — Date

Division Director Signature *{optional}* — Date
12/23/2020
Department Director Signature — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins — Digitally signed by Andy Hopkins Date: 2021.01.08 13:19:32 -07'00'
Budget Officer — Date

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

N/A
City Manager *{≤ $60,000}* — Date

City of Santa Fe, New Mexico

MEMO

Date: December 17, 2020

To: Mary McCoy, Finance Director

Via: _____
Regina Wheeler, Public Works Department Director

From: Amanda Archuleta, Contracts Administrator

Subject: BAR – Louis Berger Group – Arroyo Chamiso Crossing

REQUESTED ACTION:

This BAR request is being requested to move budget into the project ledger below in the amount of $67,945 due to the City issuing a duplicate payment to Louis Berger Group for the same invoice for the same amount listed above.

From: **Misc Revenue – 3309980.471400**
To: **EN193300D – 3309980.572960**

BACKGROUND:

The purchasing department issued the purchase order in which we requested for the Arroyo Chamiso Crossing project. Once Louis Berger Group completed the work assigned, they submitted invoice # 22328 in the amount of $67,945.22.

This invoice was received in Munis, however once it was submitted for payment, it was entered as 000000000229328 to be paid for the amount of $67,945.22. The check # for this invoice was 3721, dated 12/27/2019.
This invoice was then again received in Munis by Sarah Anderson, and submitted for payment, it was then entered as 229328 to be paid for the amount of $67,945.22. The check # for this invoice was 3972, dated 01/09/2020.

After looking into this issue, the City made a duplicate payment to the same invoice in the exact same amount. We then worked with the Account Payable department to locate the duplicate payment, we then contacted Louis Berger Group to explain what had happened and requested a reimbursement for the duplicate payment. Louis Berger Group then submitted a reimbursement in the amount of $67,945.22 and was received by the City in June of 2020. The city cashiers then deposited this reimbursement into Misc. Revenue account rather than the project ledger mentioned above.

Should you have any questions please contact us.

22001092 THE LOUIS BERGER GROUP INC

2020, Closed, ENGINEERING SERVICES, PROFESSI

Activity
30

Audit
22

Purchase Order

Ordered
$251,337.89

Vendor
THE LOUIS BERGER GROUP INC

Requisition
12001885

Department
Public Works

PO Lines and Line Details | Invoices | Receiving

Number	Invoice Date	Status	Amount	Check Number	Check Date	Voucher	Posted
970982	06/26/2020	PAID	8,081.25	8161	06/30/2020		Yes
953562	04/30/2020	PAID	44,822.26	6947	05/08/2020		Yes
229328	12/13/2019	PAID	67,945.22	3972	01/09/2020		Yes
224105	09/26/2019	PAID	5,131.39	1427	10/03/2019		Yes
219574	08/27/2019	PAID	3,215.05	1427	10/03/2019		Yes
000000000229328	12/13/2019	PAID	67,945.22	3721	12/27/2019		Yes

City of Santa Fe
200 Lincoln Ave.
Santa Fe, NM 87504
505-955-4333

Misc GL
1x 67,945.22 67,945.22
GL Number: 31308.470400...

Payer Name: DUP PAYMENT LOUIS BERGER
06/30/2020

SubTotal:		67,945.22
Total:		67,945.22
Check	0.00	67,945.22

Number : 1648341

6/30/2020 11:06 Kenia
#0766098 /3/1
********** DUPLICATE #002 **********

12/11/2020 12:10 Loella
Thank You

107 248152 4721 P1 125164

1648341 *FOR INQUIRIES CONTACT USACCOUNTSPAYABLE@WSP.COM OR (717) 859-7400* V37321

DATE	INVOICE NUMBER	DESCRIPTION	AMOUNT
02-JUN-20	CRK060220	DUPLICATE PAYMENT	$67,945.22
			$67,945.22

THIS CHECK HAS A COLORED BACKGROUND AND CONTAINS MULTIPLE SECURITY FEATURES - SEE BACK FOR DETAILS

WSP

WSP USA ADMINISTRATION INC.
4139 OREGON PIKE
EPHRATA, PA 17522-9550

50-937
213

No. 1648341

JPMorgan Chase Bank, N.A.
SYRACUSE, NEW YORK

DATE
10-JUN-20

AMOUNT USD
$67,945.22

PAY EXACTLY: Sixty-Seven Thousand Nine Hundred Forty-Five And 22/100 Dollars

TWO SIGNATURES REQUIRED OVER TWENTY FIVE THOUSAND DOLLARS

PAY TO THE ORDER OF

CITY OF SANTA FE
200 LINCOLN AVE.
SANTA FE, NM 87501

HEAT SENSITIVE RUB AREA TO VERIFY

AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

⑈1648341⑈ ⑆021309379⑆ 601227556⑈

Check Request Form

This request will follow normal invoice processing guidelines and will be sent to the approver associated with the cost center indicated unless otherwise specified. Please provide copy of invoice or supporting documentation. See Instructions tab or contact AccountsPayable@pbworld.com for more details.

Today's Date: 06.02.20

Invoice Number:

PO #: (if applicable)

Vendor Number

Vendor Name City of Santa Fe, New Mexico

Remittance Address Accounts Payable PO Box 909

200 Lincoln Ave.

Santa Fe NM 87504-0909

Date Needed:

X **ASAP**

☐ Pay when due (default)

Print on separate check

X YES

☐ NO (default)

Delivery instructions

☐ **Mail to Payee** (default)

X **Return to** (name & location): **BARBARA POTTER**

☐ **Expedited Delivery Instructions (select one)**

- ☐ FedEx Label Attached (Fastest)
- ☐ 3rd Party FedEx Account No
- ☐ Cost Center to charge

☐ **Other delivery instructions**

Check Notes: **Duplicate Pymt. Ch# 3972 / 3721**

Coding of expenditure

Project	Task	Expenditure Type	Cost Center	Account	Amount
				002.0000.231005	$ 67,945.22
					$ 67,945.22

Reason for Check Request: Duplicate Payment of checks # 3972 / 3721

Requested by: Barbara J. Potter Date: 06.03.20

Manager Approval: Date:

AP Entry: Date:

CASHIERS CHECK ☐ **Select bank account:** ☐ **PBUS** ☐ **Other**

Please contact Accounts Payable directly for payment requests in the form of a cashier's check. Requests must be received by 12 Noon and please allow one week of delivery time. Overnight delivery may be requested but cannot be guaranteed.

credit: 01/15/2020 process: 01/15/2020 lockbox: 26262 batch: 252 item: 1
check: 3972 amount: USD 67,945.22 remitter:

City of Santa Fe, New Mexico
ACCOUNTS PAYABLE
P.O. BOX 909
200 LINCOLN AVE
SANTA FE, NM 87504-0909
(505) 955-6130

Wells Fargo Bank, N.A.
Santa Fe, NM

95-219/1070

Vendor Number	Check Date	Check Number
2237	01/09/2020	3972

VOID 1 YEAR FROM DATE OF ISSUE

$67,945.22

Sixty-seven Thousand Nine Hundred Forty-five Dollars and 22 Cents

Pay To the Order Of THE LOUIS BERGER GROUP INC
26262 NETWORK PLACE
CHICAGO, IL 60673-1262

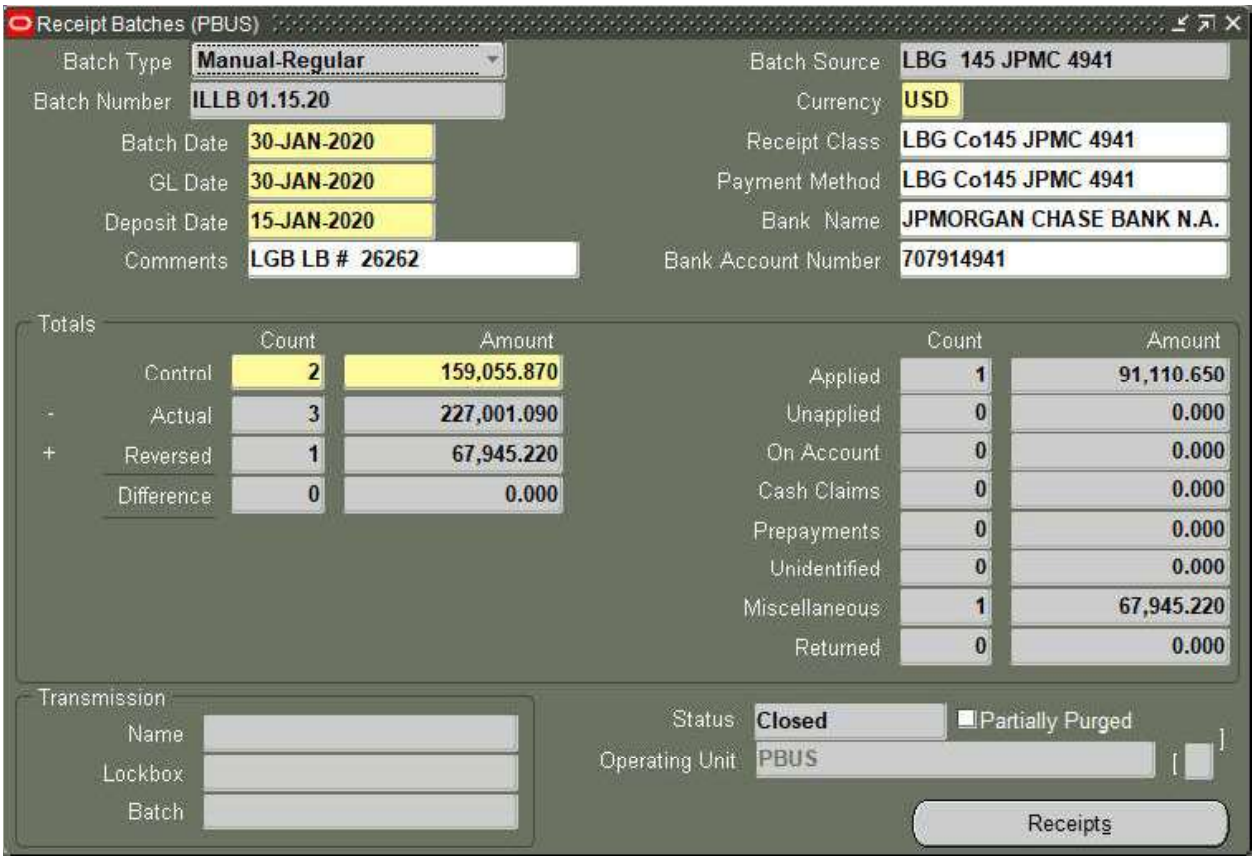
Authorized Signature **MP**

Authorized Signature **MP**

⑈00003972⑈ ⑆107002192⑆ 7318735151⑈ ⑈0006794522⑈

City of Santa Fe, New Mexico		PAGE: 1 OF 1	CHECK NUMBER:	00003972
INVOICE DATE	INVOICE NUMBER	DESCRIPTION		INVOICE AMOUNT
12/13/2019	229328	ENGINEERING SERVICES, PROFESSI PO #: 22001092 Public Works		$67,945.22

Vendor No.	Vendor Name	Check No.	Check Date	Check Amount
2237	THE LOUIS BERGER GROUP INC	3972	01/09/2020	$67,945.22


Receipt Batches (PBUS)
Batch Type
Manual-Regular
Batch Number
ILLB 01.15.20
Batch Date
30-JAN-2020
GL Date
30-JAN-2020
Deposit Date
15-JAN-2020
Comments
LGB LB # 26262
Batch Source
LBG 145 JPMC 4941
Currency
USD
Receipt Class
LBG Co145 JPMC 4941
Payment Method
LBG Co145 JPMC 4941
Bank Name
JPMORGAN CHASE BANK N.A.
Bank Account Number
707914941
Totals
Count
Amount
Control
2
159,055.870
- Actual
3
227,001.090
+ Reversed
1
67,945.220
Difference
0
0.000
Count
Amount
Applied
1
91,110.650
Unapplied
0
0.000
On Account
0
0.000
Cash Claims
0
0.000
Prepayments
0
0.000
Unidentified
0
0.000
Miscellaneous
1
67,945.220
Returned
0
0.000
Transmission
Name
Lockbox
Batch
Status
Closed
Partially Purged
Operating Unit
PBUS
Receipts

Potter, Barbara J.

From: Carlsten, Kathy A.
Sent: Tuesday, May 19, 2020 4:11 PM
To: Potter, Barbara J.
Subject: FW: 22001092-01 - Louis Berger Group (3309980.572960) #04.pdf
Attachments: 22001092-01 - Louis Berger Group (3309980.572960) #04.pdf

This invoice was double paid – see message from client

I work for the City of Santa Fe Accounts Payable Supervisor the Department sent you a duplicate payment Check #3972 paid on 1/5/20 and #3721 paid on 12/31/19 in the Amount $67,945.00 we need to get reimburse call me. Thank you!

Thank you,

Kathy Carlsten
Sr. Project Accountant

Phone: 505.878.6542
Fax 505.881.7602
Email: kathy.carlsten@wsp.com

WSP USA
6100 Uptown Blvd NE
Suite 700
Albuquerque, NM 87110

wsp.com

From: LENGYEL, DAYLENE S. <dslengyel@santafenm.gov>
Sent: Tuesday, May 19, 2020 11:16 AM
To: Carlsten, Kathy A. <Kathy.Carlsten@wsp.com>
Subject: 22001092-01 - Louis Berger Group (3309980.572960) #04.pdf

City of Santa Fe, New Mexico
ACCOUNTS PAYABLE
P.O. BOX 909
200 LINCOLN AVE
SANTA FE, NM 87504-0909
(505) 955-6130

Wells Fargo Bank, N.A.
Santa Fe, NM

95-219/1070

Vendor Number	Check Date	Check Number
2237	12/27/2019	3721

VOID 1 YEAR FROM DATE OF ISSUE

$67,945.22

Sixty-seven Thousand Nine Hundred Forty-five Dollars and 22 Cents

Pay To the Order Of THE LOUIS BERGER GROUP INC
26262 NETWORK PLACE
CHICAGO, IL 60673-1262

Authorized Signature **MP**

Authorized Signature **MP**

Manual/Regular - US Customized

Unit	Receipt Number	Type	Receipt Date	Receipt Amount	Net Amount	Status	Customer Name	GL Date
	3721	Standard	02-JAN-2020	67,945.22	67,945.22	Cleared	CITY OF SANTA FE	30-JAN-2020

HOPKINS, ANDREW J.

From: Emily Pisula <episula@sfswma.org>
Sent: Monday, December 28, 2020 9:09 AM
To: HOPKINS, ANDREW J.
Subject: Engineering BAR - Louis Berger
Attachments: Memo - Louis Berger Group (duplicate payment)signed.pdf

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.

Hi Andy-

I helped Amanda out with the BAR. So we received the revenue in FY19/20 so we don't need to budget the revenue – we are just trying to reallocate the available cash back into the expense line.

Little back story, we double paid the vendor, and didn't really catch it until late last FY year and then we didn't really pay too close attention to when we received the money but we received it and it was deposited into our revenue line on 6/30.

Let me know if you have any questions.

Emily

From: ARCHULETA, AMANDA J. <ajarchuleta@santafenm.gov>
Sent: Thursday, December 24, 2020 9:33 AM
To: Emily Pisula <episula@sfswma.org>
Subject: RE:

Good Morning Emily,

I wanted to ask, Andy told me I needed to add the revenue line item to the BAR you helped with earlier can you take a look and let me know if I did it right?

From: Emily Pisula <episula@sfswma.org>
Sent: Friday, December 11, 2020 1:57 PM
To: ARCHULETA, AMANDA J. <ajarchuleta@santafenm.gov>
Subject: RE:

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.

You are welcome.

No, I think the PO will need to be amended to add that amount back… I think that is the problem with MUNIS is that this amount was receipted and applied the PO 2x. If you wanted to try to reach out to someone over in Purchasing to see if there is possibly a work around, but it is so tough to get an answer from them.

Emily

From: ARCHULETA, AMANDA J. <ajarchuleta@santafenm.gov>
Sent: Friday, December 11, 2020 1:24 PM
To: Emily Pisula <episula@sfswma.org>
Subject: RE:

OMG!! Thank you so much for the help. Question once I do that BAR will the amount of PO balance go back up?

Im doing ok she is getting very active so little sleep and lots of RW work that im not supposed to be involved in. hope you are doing well.

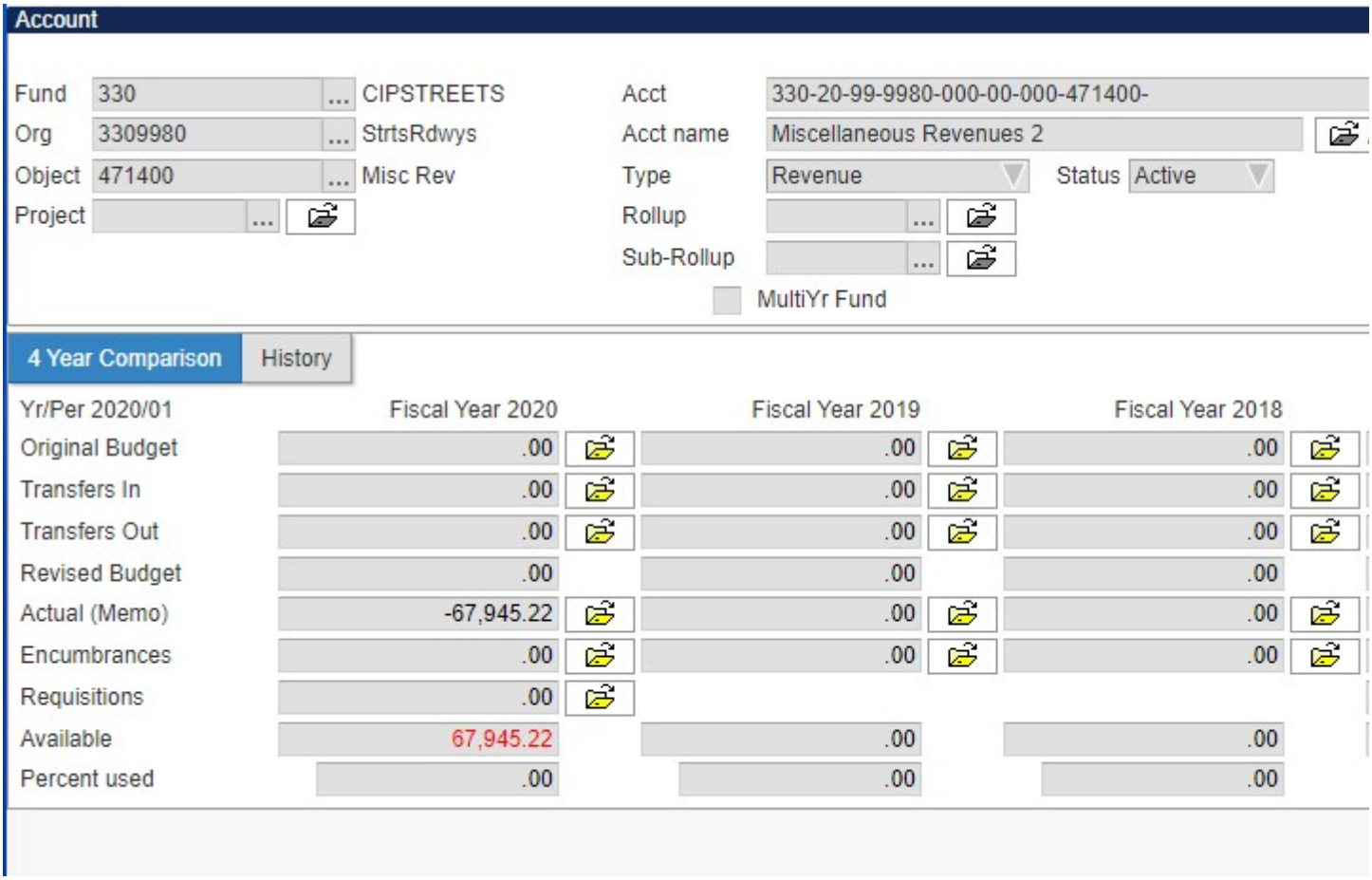
From: Emily Pisula <episula@sfswma.org>
Sent: Friday, December 11, 2020 1:19 PM
To: ARCHULETA, AMANDA J. <ajarchuleta@santafenm.gov>
Subject: FW:

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.

OK…. It was deposited into 3309980.471400 Misc Revenues – it should have been deposited into 3309980.470400 Reimbursements/Refunds, but it is OK where it was applied. So I know in the past when we have received reimbursements they were applied against the expense which is incorrect…. Anyways, this reimbursement is sitting in unbudgeted cash so we would need to move this money via BAR into the 3309980.572960, I attached a started BAR for you – you will just need to fill in the project string as well as it will need to be routed around for signatures, but this BAR is over $60K so it will need to be approved by council ☹.

Hope you are doing well.

Emily



From: ROMERO, CLARENCE L. <clromero@santafenm.gov>
Sent: Friday, December 11, 2020 12:11 PM
To: Emily Pisula <episula@sfswma.org>
Subject:

City of Santa Fe, New Mexico

memo

Date: February 28, 2021

To: Public Utilities Committee
Finance Committee
City Council

Via: Shannon Jones, Public Utilities Department Director SJ
Jesse Roach, Water Division Director JR

From: Bill Schneider, P.G., Water Resources Coordinator WHS

RE: Amendment No. 5 to Professional Services Agreement (PSA) 19-0645 with John Shomaker and Associates Inc. (JAI) and Budget Adjustment Request (BAR)

ITEM AND ISSUE

Request for approval of Amendment #5 to with JSAI, Inc. for 2 Capital Improvement Projects (CIP):

1. Installation of an inclinometer sensor (SENSOR) to monitor the stability of the sloped earthen dam that form Nichols Reservoir. The permanently-installed SENSOR is a requirement for dam safety to ensure that no movement or instability occurs during the excavation and reconstruction of the Nichols outlet conduit.
2. Development of a Conceptual Work Plan (PLAN) and Feasibility of Aquifer Storage and Recovery (ASR) at Buckman Wells 10-13. The PLAN will comprise a technical evaluation of the hydrogeologic framework, water rights, permitting, water quality and utilization of existing infrastructure to maximize water supply, environmental benefit and water system resiliency.

BACKGROUND AND SUMMARY

PSA #19-0645 was competively bid via an RFP process for City of Santa Fe Water (CoSFW) to obtain specialized technical hydrogeologic services. First, Amendment #5 will enable CoSFW to address time-critical dam safety requirements to enable to Nichols Dam reconstruction efforts to remain on track and provide real-time monitoring of the stability of the earthen dam face during the outlet conduit repairs. Inclinometer installation work includes project management, OSE permitting, drilling through the dam embankment to bedrock, installing a casing, providing instrumentation and data logging with field calibration and testing of the SENSOR. The cost to complete this work is bid at $65,344.44 plus GRT. Second, Amendment #5 will provide CoSFW the ability to develop a PLAN for ASR at BWF 10-13 as part of its 40- and 80-year water planning efforts through the Santa Fe Water 2100 process and will be completed in accordance with Resolutions 2019-56 and Resolution #$_{2017\text{-}18}$(ASR Resolution #). The cost to complete the PLAN is $23,193.13 plus GRT.

ACTION REQUESTED

Staff requests approval of Amendment #5 to PSA with JSAI for specialized technical hydrogeological services to support dam safety requirements as part of the Nichols outlet conduit repair efforts and to

support an ASR evaluation at BWF 10-13 as part of Santa Fe Water 2100 planning efforts. Staff requests approval of the Budget Increase (BAR) to complete these 2 task order for a total of $88,536.57, plus GRT from the Water Enterprise Cash Balance to the CIP Engineering fund for FY 20/21. Funding will be available under Obj / Org 5050395.572960 with approval of attached BAR.

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

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

DEPARTMENT / DIVISION NAME	DATE
PUD/Water/	3/3/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Water CIP WIP Design	5050385	572960	WTR1950508	93,683	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 93,683	$ -

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

Budget Increase from Cash Balance in Water Enterprise Fund for contract amendment #5 with JSAI for 1. Installation of an inclinometer sensor (SENSOR) to monitor the stability of the sloped earthen dam that form Nichols Reservoir. Development of a Conceptual Work Plan (PLAN) and Feasibility of Aquifer Storage and Recovery (ASR) at Buckman Wells 10-13.

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
505	(93,683)
TOTAL:	**(93,683)**

Maya Martinez 3/3/2021
Prepared By *{print name}* Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

AJH
AJH (Mar 9, 2021 09:12 MST)
Budget Officer Date

Division Director Signature *{optional}* Date

Shannon Jones

Finance Director *{≤ $5,000}* Date

Department Director Signature Date

City Manager *{≤ $60,000}* Date

CITY OF SANTA FE
AMENDMENT No. 5 TO
PROFESSIONAL SERVICES AGREEMENT
#17-0520; 18-0751, 19-0118, 19-0645, 20-0384

AMENDMENT No. 5 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 14, 2017 the "Agreement"), between the City of Santa Fe (the "City") and John Shomaker & Associates, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS

A. Under the terms of the Agreement #17-0520, Contractor has agreed to provide Professional 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

The Contractor shall provide professional services for the City as outlined in Exhibit “E” attached hereto.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total eighty eight thousand five hundred thirty six dollars and fifty-seven cents ($88,536.57) plus applicable gross receipts tax, as outlined in Exhibit “E” 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 one million one hundred seventy thousand three hundred seventy dollars and fifty seven cents ($1,170,370.57) plus applicable gross receipts taxes, in total for the term of the Agreement.

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:_____

CONTRACTOR: JSAI

Steve T. Finch, Jr., CPG, PG
NAME & TITLE

Date: 3/4/2021

CRS #:02-058266008
Business Registration #: 225084

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC, CITY CLERK

APPROVED AS TO FORM:

Marcos Martinez
Marcos Martinez (Mar 4, 2021 08:00 MST)

_____
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY MCCOY, FINANCE DIRECTOR

5050395.510320 AL
Business Unit/Line Item AL

February 24, 2021

William H. Schneider
Santa Fe Water Division
City of Santa Fe
801 W. San Mateo Rd
Santa Fe, New Mexico 87505 whschneider@santafenm.gov

RE: Proposed FY2020 Hydrogeologic Services Contract Amendment, Contract # 19-0645, Munis Contract # 3200871, P.O. #22100907

Dear Bill:

As requested by the City of Santa Fe Water Division, John Shomaker & Associates, Inc. (JSAI) has prepared this proposed contract Amendment for the referenced hydrogeologic services contract for Fiscal Year 2020 (FY2020). FY2020 begins July 1, 2020 and ends June 30, 2021.

The JSAI Hydrogeological Services Contract is specifically for the following service:

- Hydrology
- Hydrogeology
- Permit compliance
- Management requirements

The proposed Amendment relates to additional items for the Water Division within the existing purview of Hydrogeologic Services Contract # 19-0645, Munis Contract # 3200871. The proposed Amendment includes the following items:

Task A – Subcontract Drilling Contractor and equipment provider for installation of inclinometer in Nichols Reservoir Dam. Work proposed for Amendment Task A includes subcontracting the drilling contractor and instrumentation provider, and management of subcontractor. The drilling contractor is to drill one 100 ft hole into Nichols Dam and install 1-inch diameter tube cemented in place. The equipment provider will install the inclinometer equipment. JSAI will develop a work plan and solicited drilling bids from qualified drilling contractors requesting unit pricing. A cost estimated has already been provided by the equipment provider BDI (see attached). Total cost to complete Task A is provided in the table below.

Item	cost
JSAI subcontract management	$2,680.00
Drilling subcontractor	$7,336.00
Instrumentation subcontractor	$45,812.58
Carrying Charge (10%)	$5,314.86
JSAI Field Services/reporting	$4,200.00
SUB-TOTAL	$65,343.44
NMGRT	$5,145.80
TOTAL	$70,489.24

JSAI will track the subcontractor unit costs, to ensure the City of Santa Fe will only be invoiced for subcontractor work performed.

Task B – Assist the Water Division with developing the Buckman Well 10-13 Aquifer Storage and Recovery concept. This task includes the following:

1. The BW10-13 ASR concept will include a brief summary of 1) the source(s) of water used for the project, 2) potential size of project (e.g. quantity of water), 3) proposed recharge method(s), 4) proposed recharge locations, and 5) primary recovery well(s). The concept will also outline land access and permitting requirements.
2. Perform groundwater flow model analysis of the ASR Concept. One dimension vadose zone model will be used for estimating recharge to groundwater. The NMOSE administrative model will be used to evaluate recharge and recovery effects.
3. Prepare a report that outlines the BW10-13 ASR Concept and feasibility

Work under Task B is proposed to be time and materials with a not to exceed of $23,193.13.

Cost Estimate

The total estimated cost for contract Amendment is **$93,682.37** (includes New Mexico Gross Receipts Tax. JSAI will provide monthly updates with invoiced time and materials incurred for this amendment.

Sincerely,

JOHN SHOMAKER & ASSOCIATES, INC.

Steven T. Finch, Jr., CPG, PG
V.P., Principal Hydrogeologist-Geochemist

STF:sf

ENVIRO-DRILL, INC. — AUTHORIZATION FOR DRILLING SERVICES

CLIENT NO. 14036
CLIENT JOHN SHOMAKER & ASSOCIATES
2611 BROADBENT PKWY, NE
ALBUQUERQUE, NM 87107

PROPOSAL / JOB NO. 2381PH086
CONTRACT REPRESENTATIVE STEVE FINCH
DATE & TIME TO BE ON SITE TBA
OSHA SAFETY LEVEL C

TELEPHONE 505-345-3407 EMAIL SFINCH@SHOMAKER.COM ESTIMATED WORK DAYS 1
PROJECT NICHOLS DAM
LOCATION SANTA FE, NM

SCOPE OF WORK
ENVIRO-DRILL, INC. (EDI) WILL FURNISH THE MATERIAL & LABOR NECESSARY TO PERFORM THE FOLLOWING SERVICES

☑ GEOTECHNICAL ☐ ENVIRONMENTAL ☑ TIME & MATERIALS ☑ PER FOOT RATES ☐ LUMP SUM ☐ LABOR

☑ VERTICAL ☐ ANGLE ☑ HOLLOW STEM ☐ ODEX ☐ ROTARY: AIR / MUD ☐ CORE ☐ OTHER:
☐ MONITOR WELL ☐ VAPOR ☐ PIEZOMETER ☐ EXPLORATION ☐ WELL ABANDON ☐ PUSH RIG ☑ RIG TYPE: CME 75

NO. HOLES: 1 DEPTHS: 100' INSTALL INCLINOMETER NO. HOLES: DEPTHS:
NO. HOLES: DEPTHS: NO. HOLES: DEPTHS:

SAMPLE: ☑ STANDARD SPLIT-SPOON ☑ RING ☐ MODIFIED CALIFORNIA ☐ CONTINUOUS ☐ BULLNOSE ☐ PERCOLATION / INFILTRATION ☐ HYDROPUNCH
SAMPLE INTERVAL: ☑ CLIENT DIRECTION **SLEEVES:** ☐ CLIENT ☐ EDI **SIZE:**

BACKFILL: ☐ CUTTINGS ☑ GROUT ☐ BENTONITE **CAP OFF WITH:** ☐ ASPHALT ☐ CEMENT **CUTTINGS:** ☑ GROUND ☐ DRUM

DECONTAMINATION SERVICES **BEFORE / AFTER PROJECT:** ☐ YES ☑ NO **DECONTAMINATE ON SITE:** ☐ YES ☐ NO **FLUIDS:** ☐ DRUM ☐ LEAVE ON GROUND

CLIENT AGREES TO PROVIDE:
• ALL UTILITY CLEARANCES, BOTH PUBLIC & PRIVATE, LISTING ENVIRO-DRILL, INC. AS EXCAVATOR. LOCATOR(S) SERVICE & REFERENCE NUMBER LISTED.

LOCATOR **ORDER NO.**
LOCATOR **ORDER NO.**
• HEALTH & SAFETY PLAN • ACCESS & EGRESS TO SITE(S) LOCATION & SITE(S) ACCESSIBLE TO CONVENTIONAL DRIVE, TRUCK-MOUNTED RIGS.

ADDITIONAL INFORMATION: PRICES GOOD FOR 90 DAYS AFTER WHICH A REVIEW WILL BE REQUIRED.

FEES & CHARGES
FEES FOR SERVICES WILL BE **(A)** LUMP SUM OF: **(B)** IN ACCORDANCE WITH FEE SCHEDULE BELOW WITH AN ESTIMATE OF: $7336
PAYMENT FOR SERVICES WILL BE PAID: ☐ IN ADVANCE ☐ UPON RECEIPT OF INVOICE ☑ AGREEMENT / TERMS

RENTALS & EXPENDABLES ARE INVOICED AT EDI COST PLUS 25%, F.O.B. JOB SITE. JOB SUPPLIES PURCHASED & NOT USED WILL BE RETURNED TO VENDOR & CLIENT WILL BE INVOICED FOR VENDOR'S RESTOCKING CHARGE PLUS 25%. ALL/ANY TAXES ARE THE RESPONSIBILITY OF THE CLIENT UNLESS OTHERWISE STATED.

PAY CODE	DESCRIPTION	QUANTITY	UNIT RATE	AMOUNT
	MOBE	1	750	750
	DRILLING OPERATIONS - PER FOOT	100	25	2500
	WELL SUPPLIES - PER FOOT	100	20	2000
	ANNULAR SEAL - PER FOOT	100	8	800
	DEMOBE	1	750	750
	STANDBY - PER HOUR	-	175	-

AGREEMENT

THE STANDARD TERMS AND CONDITIONS SET FORTH ON THE REVERSE OF THIS FORM ARE AN INTEGRAL PART OF THIS CONTRACTUAL AGREEMENT. THE STANDARD TERMS AND CONDITIONS LIMIT THE LIABILITY OF ENVIRO-DRILL, INC. (EDI) TO CLIENT. TOGETHER WITH THE FOREGOING SCOPE OF WORK AND THE RELATED FEES AND CHARGES, THE STANDARD TERMS AND CONDITIONS COMPRISE THE ENTIRE AGREEMENT (THE AGREEMENT) BETWEEN CLIENT AND EDI WITH RESPECT TO THE SCOPE OF WORK.

IN THE EVENT A WRITTEN MASTER AGREEMENT, SIGNED BY BOTH CLIENT AND EDI, IS PRESENTLY IN EFFECT THAT BY ITS TERMS IS INTENDED TO GOVERN THE SCOPE OF WORK DESCRIBED ABOVE, THEN THE TERMS AND CONDITIONS OF SUCH AGREEMENT SHALL CONTROL IF IN CONFLICT WITH THE STANDARD TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS FORM.

RODNEY HAMMER 02-24-21
ENVIRO-DRILL, INC. PROJECT MANAGER DATE

THE UNDERSIGNED, ACTING AS A DULY AUTHORIZED REPRESENTATIVE OF CLIENT, HAS REVIEWED THE ABOVE SCOPE OF WORK AND RELATED FEES AND CHARGES AND ALL OTHER PARTS OF THE AGREEMENT, AND HEREBY ACCEPTS THE AGREEMENT AND AUTHORIZES EDI TO PROCEED.

CLIENT

BY (SIGNATURE) DATE

PRINT NAME TITLE

CLIENT JOB NO. / PURCHASE ORDER NO. / WORK ORDER NO.

© 06/27/14 WTI,Inc.

STANDARD TERMS AND CONDITIONS

The Agreement between Enviro-Drill, Inc. ("EDI") and Client shall include and be subject to EDI's Proposal and these Standard Terms and Conditions. The terms of the Agreement shall prevail over any different or additional terms contained in any document to which EDI's work relates. EDI's commencement of work shall constitute Client's acceptance of the Agreement.

1. SERVICES

1.1 EDI agrees to render such services requested in writing by Client that are stated in the Scope of Services or similar written agreement. EDI shall have no responsibility to perform services beyond such requests, and none shall be imputed or implied.

1.2 The services rendered by EDI are for the benefit of Client alone and relate only to conditions observed at specified locations at the time EDI's work is performed. There are no intended third-party beneficiaries to this Agreement, and nothing herein shall create a contractual relationship with or claim or cause of action in favor of a third party against EDI.

2. PAYMENT

2.1 EDI will invoice Client monthly for services performed. Client shall pay such invoices upon receipt without deduction for retention or offset. **Failure to pay within 60 days of invoice shall operate to release EDI from any and all claims that Client may have; Client further shall have no right to use or rely on any report prepared by EDI, and shall return all such reporting to EDI.** Furthermore, EDI shall have the right to immediately terminate and cease performance of all services then being performed for Client on any contract and project until all amounts owed are received by EDI. Interest shall accrue on the unpaid balance of any invoice not paid in full within 30 days at the rate of 1.5% per month. Collection agency fees, attorneys' fees, and associated costs that are incurred by EDI to collect past-due invoices (including post-judgment fees and costs) shall be payable by Client.

2.2 Unless otherwise stated, estimates of fees are only estimates and shall not be regarded as "lump sum" or "fixed price" or "guaranteed maximum" compensation. Client remains obligated to pay EDI's invoices for actual work performed, whether or not the fee estimate is exceeded. For work requested by Client that is additional to or outside the written Scope of Services and/or written service request, Client shall sign such documentation requesting such work or services and process and pay EDI's invoices.

2.3 Delays resulting from factors beyond the reasonable control of EDI shall extend the completion time for the scope of work commensurately. Client shall pay EDI for services performed to the delay commencement time plus delay charges. Delay charges shall include personnel and equipment rescheduling and/or reassignment adjustments and all other related costs directly and/or indirectly attributable to such delays.

3. STANDARD OF CARE

The services referred to herein will be performed in accordance with the general standard of care practiced locally by providers of such services, and relate only to the conditions observed or samples tested at the time and place reported. EDI makes and intends no other warranty or representation, express or implied.

4. WATER IN BOREHOLES

EDI will make reasonable efforts to advance auger boreholes without putting water in the holes, but reserves the right to add water at the operator's discretion.

5. PERMITTING

EDI will not start any drilling operation on any project that requires permits unless a valid permit is in the possession of the drill operator.

6. SAFETY

Work will be performed only under safe conditions. Client shall be charged a reasonable fee for safety or security measures required by unsafe job conditions.

7. HAZARDOUS MATERIALS AND OTHER SITE CONDITIONS

EDI does not create, generate, arrange for or transport, dispose, own, or store hazardous materials or operate any such facility in the performance of its work. Client shall maintain possession of and be responsible for the removal and disposal of all hazardous materials including, but not limited to samples, drilling mud, fluids and cuttings, decontamination and well development fluids, and used protective gear and equipment. Client assumes full responsibility for compliance with the provisions of RCRA and any other federal or state statute or regulation governing the handling, treatment, or storage and disposal of hazardous wastes and pollutants. Client shall be solely responsible for notifying all appropriate agencies and prospective buyers of the existence of any hazardous or dangerous materials located on or in the project site, or discovered during the performance of the Agreement, as may be required or advised by such agencies and buyers.

8. INDEMNITY AND INSURANCE

Client agrees to indemnify, defend, and hold harmless EDI against, from, and regarding all liabilities, damages, injuries (to any person or property, including air or ground pollution or environmental impairment arising out of or in any way connected with or related to EDI's services), losses, fees (including experts' fees and attorneys' fees in defending such matters and in enforcing the terms of this paragraph), costs, and expenses, including but not limited to delay of the project, reduction of property value, fear of or actual exposure to or release of toxic or hazardous substances, and any consequential damages of any kind, arising out of, occasioned by, or in any way connected with the acts, inaction, conduct, fault, negligence and/or ownership of Client or any other person or entity. Client shall be adequately insured. Client and its insurers jointly and severally waive subrogation against EDI and its insurers.

9. ASSUMPTION OF RISK

Client acknowledges that, while necessary for investigations, commonly used exploration methods such as drilling borings or excavating trenches involve an inherent risk that the exploration method may cause cross-contamination to the aquifer or an uncontaminated aquifer. While backfilling with grout or other accepted practices are intended to provide a seal between aquifers, Client accepts that such a seal may be imperfect and that there is an inherent risk of contamination or cross-contamination that arises from drilling borings, excavating trenches or implementing other methods of exploration on a site where Hazardous Materials are known or suspected to exist. Client assumes all risks of the foregoing.

10. UTILITIES

When performing its work, EDI will take reasonable precautions to avoid damage or injury to subterranean structures or utilities. However, Client shall indemnify, hold EDI harmless and defend EDI for and against any damages to such structures and utilities which are not called to EDI's attention and correctly shown on the plans furnished to EDI in connection with its services. It is the obligation of Client to contact appropriate utility companies and/or private utility locators for information regarding buried utilities, mark such utilities and take other reasonable precautions to prevent damage or injury.

11. OWNERSHIP; DOCUMENTS AND DATA

All work papers (including reports, borehole logs, field notes, laboratory notes, laboratory test data, calculations and other documents prepared by EDI), copies of Client documents, electronic data files and other work product generated by or for EDI in connection with the Scope of Work are the property of EDI and are for the exclusive use of EDI and at EDI's sole and absolute discretion may be destroyed at any time during or after completion of the work. Client's right to use the information provided by EDI is expressly conditioned upon Client's prompt payment to EDI of all sums due under the Agreement. Because data stored on electronic media can deteriorate or be modified without EDI's knowledge or control, Client assumes all responsibility for the completeness, correctness, and/or readability of electronic data. Client will indemnify, defend, and hold EDI harmless of and from the use of and any reliance upon any part of said electronic data and/or anything generated from them. Notwithstanding the foregoing, the controlling document regarding any document prepared by EDI shall remain and always be the signed hard-copy paper document, and not any electronic form or format of such document. Client shall not assign this Agreement, any of EDI's reporting or work product, or any legal or equitable claim involving EDI, without the express written consent of EDI. Any purported assignment without the express written consent of EDI shall be null and void.

12. LIMITATIONS OF LIABILITY

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, EDI'S TOTAL AGGREGATE LIABILITY TO ANY PERSON OR ENTITY, INCLUDING CLIENT, ARISING OUT OF THE WORK DONE BY EDI UNDER THIS AGREEMENT SHALL BE STRICTLY LIMITED TO THE GREATER OF $50,000 OR THE FEE CHARGED FOR EDI'S SERVICES HEREUNDER. EDI shall not be liable for loss of profit, delay, or for any special, incidental, indirect, or consequential damages of any kind, nature or description, from any cause whatsoever. No action or claim of any kind whatsoever, whether in law or equity, may be brought against EDI regarding any work performed by EDI, more than two years after the cessation of EDI's work. No officer, director, principal, employee, or agent of EDI shall ever be personally sued, joined, liable, or responsible regarding any claim whatsoever in any manner arising from this Agreement. **ALL SUCH ACTIONS ARE ABSOLUTELY BARRED AND CLIENT ABSOLUTELY AND IRREVOCABLY RELEASES SUCH INDIVIDUALS FROM ALL ACTIONS, CLAIMS, LIABILITIES, AND RESPONSIBILITY.**

13. CONTAMINATED EQUIPMENT AND CONSUMABLES

Any of EDI's equipment that becomes contaminated by Hazardous Materials encountered at work must be decontaminated and contaminated consumables must be disposed of properly. Client agrees to pay EDI for its costs associated with decontamination of equipment and disposal and replacement of contaminated consumables. For purposes of this Agreement, any equipment that cannot be decontaminated shall be considered a consumable.

14. SECURITY INTEREST

Client hereby grants EDI a security interest in the materials and equipment furnished by EDI to secure payment of any and all monies due pursuant to this Agreement, and agrees that EDI has all remedies provided by law in the event of Client's default on payment. Client agrees that all materials, pumps and equipment used by EDI in completing the work shall remain the personal property of EDI and do not become fixtures until payment in full is received by EDI.

15. FEES AND COSTS

In the event of any claim or litigation arising out of the work, including the Agreement, the prevailing party shall be entitled to an award of its attorneys' fees, consultants' fees, and costs.

© 06/27/14 WTI, Inc.

February 4, 2021

Justin Stoeber, P.E.
Senior Dams Engineer
AECOM
7595 Technology Way, Suite 200
Denver, Colorado 80237
+1 (720) 453-0080

SUBJECT: Nichols Dam- Proposal for In-Place Inclinometer Installation and Commissioning

Mr. Stoeber,

BDI is pleased to work with AECOM and their Client for Geotechnical Instrumentation support on the Nichols Dam near Santa Fe, NM. This work will include the installation and commissioning of an inclinometer and automated data collection system for a remotely positioned installation. Data is expected to be transmitted to an existing data acquisition system. The Proposed budget and breakdown are presented on Page 4.

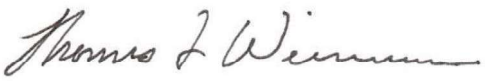
BDI is well suited for this support as we have extensive experience with specification design, instrument selection, instrumentation installation and commissioning for Geotechnical applications on Dams, Tunnels, Excavations and Mining. BDI has extensive experience with the design of self-powered data communication systems for stand-alone operation in both urban and rural environments. The power for the systems is designed around a solar powered system connected to a battery that provides constant power to remote systems. Communication will be made using a standard cell modem to transmit data to an existing data acquisition system, base station, or website. This system is anticipated to be a one-instrument automation, if additional instruments are on-site that require integration for automation, the system can be reconfigured to add these instruments. All system hardware, power and communication is included in the proposed budget cost.

Based on the requirements and importance of the structure, BDI would recommend the use of a Shape Accelerometer Array (SAA) string. This type of inclinometer provides deformation profiles at 2-ft elevation spacing (similar spacing as manual profile readings. These reading will be automated and can capture deformation profiles as frequently as every five minutes.

The undersigned, Mr. Weinmann who will lead this effort has over 40 years' experience is this area of expertise for both geotechnical and structural instrumentation/monitoring projects.

If you have any questions regarding this proposal, please call any time at 847.910.3785. I appreciate the opportunity to provide you with this bid and look forward to a positive response.

Sincerely,



Thomas Weinmann
VP – Testing, Monitoring & Engineering
M: 847.910.3785
tomw@bditest.com

Copy:

S. Aschermann

210201-CO

SCOPE OF WORK

PROCUREMENT AND INSTALLATION OF IN-PLACE INCLINOMETER

BDI will work with the Owner to finalize plans for procurement, installation, and commissioning of a vertical Shape Accelerometer Array (SAA) string on the crest of the Nichols Dam. The full site system installation will look similar to what is shown in Figure 1 below.

Figure 1 - Remote IPI Installation

Full system is shown in Figure 1:

- Solar panel for battery charging
- Antenna for cellular modem
- Nema enclosure for system components
  - Data logger
  - SAA interface
  - Modem
  - Battery
  - Solar controller
  - Surge/lightening protection
  - Steel pole
  - 3 x 3-ft concrete pad
  - 8" diameter flush mount road box in concrete pad (not shown)

This Scope of Work will include:

+ Develop and provide submittal for all hardware components and specifications for approval.
+ Develop and provide submittal for installation procedures and recommended grout mix for approval.
+ Procure all materials including;
  - All SAA components
  - Casing for SAA
  - Nema enclosure, logger, modem, antenna hardware for the SAA
  - Remote power (batteries and solar) for remotely placed SAA
+ Pre-field preparation for System Build-out and Factory Acceptance Testing
+ Schedule installation with Owner and Driller. Pre-ship all materials to Driller or Site.
+ Provide detailed installation instructions to Driller for review
+ After borehole has advanced to full-depth, BDI will be onsite for 1" casing installation (Day 1)
+ SAA installation and initial testing. Setting of mounting pole (Day 2)
+ Mount Nema enclosure and Solar panel and test for remote communication (Days 3 and 4)
+ (Off-site) Provide data support (40 hours) to setup data plots in an Excel spreadsheet format.

ASSUMPTIONS

BDI made the following assumptions in order to develop this proposal:

- Checking for Utilities before drilling will be responsibility of others.
- BDI will not be responsible for site delays from encounters with unexpected soil conditions or Drilling equipment malfunctions. Additional time on-site (beyond 4-days) will be invoiced at $2,000/day inclusive of expenses.
- Long-term data hosting on a password protected website is not included in this work scope but can be provided as an option at Owner's request.

REQUIRED FIELD SUPPORT

It will be assumed that the Owner, or a subcontractor hired directly by the Owner, will arrange for, or otherwise provide the following items for completing the field scope of work outlined above:

- Safe Access to installation site
- Driller and drilling materials.
- Assistance with moving SAA reel (4-ft x 4-ft x 1-ft, 50 lbs) from storage to installation area
- Two saw-horses or similar 3-ft high support for SAA reel
- 3 x 3-ft x 8" Concrete pad, 8" surface road box and 3" x 8-ft galvanized steel pole will be provided by others.

BDI SAFETY PROGRAM

BDI takes safety very seriously and develops a Job Hazard Analysis (JHA) for each field mobilization. This JHA is used as the basis of the safety overview that is held to discuss each structure individually before BDI's team mobilizes to the site. Any additional safety concerns are added during this meeting. Finally, a 'toolbox briefing' is held prior to beginning work each day. All of these documents can be provided for the specific project prior to mobilization upon request. In addition, BDI engages the services of a safety consultant to routinely review and update its safety program. This consultant is on 24-hour-on-call so that BDI field employees can discuss any unanticipated hazards and rectify an unsafe working environment.

BDI field personnel have the following safety training credentials:

- OSHA 10-Hour Hazard Awareness
- OSHA 30-Hour Construction Emphasis
- USACE 385-1 and BOR Regulations
- Fall Protection Awareness
- OSHA Scaffold Competent Person
- Hand & Power Tool Safety
- Aerial Work Platform Operator Safety Awareness
- Traffic Safety Awareness
- Confined Space Entry
- First Aid/CPR
- Breathing Apparatus Fit & Pulmonary Testing
- Various Railroad awareness and safety programs (exact programs can be provided upon request)
- Mechanical System Lockout/Tagout
- SPRAT Ropes Access Training

INSURANCE

BDI carries the following insurance:

- General Liability
- Professional Liability
- Worker's Compensation
- Automobile

BDI can issue an ACORD certificate specifying coverage levels upon request. Please allow five working days for response. If additional specialized insurance or bonds are required beyond the levels currently carried by BDI, any premiums and expenses associated with obtaining such coverage shall be added to final invoice.

BDI BUSINESS PRACTICES AND POLICIES

BDI is a small business per SBA guidelines and is also registered as a government contractor under our CAGE Code 1GYL8 (DUNS 557400785). BDI understands the importance of business systems with respect to their impact on project performance, therefore we have made efforts to ensure that they have been built and are maintained against the high standards of the federal government. We chose to model our accounting system against the rules and regulations of the Department of Defense as their standards are the most comprehensive. By having our accounting and timekeeping in compliance with DoD standards, we are also compliant with the FAR part 31 and AASHTO guidelines. Therefore, we can assure all our customers the confidence that BDI's procedures for accruing and allocating project expenses are of the highest standards.

In addition, BDI has placed great importance on implementing solid policies and procedures for other aspects of our organization and its business systems. In following the perspective we took with our accounting system, BDI has put into place policies and procedures that are compliant with federal regulations. Again, we can assure all our customers the confidence that BDI performs our projects with the highest technical and business integrity.

BUDGET

Below is a proposed budget breakdown for completing the scope of work described above. A full itemized equipment and software breakdown can be found after the budget notes. Please contact BDI to request further breakdowns or additional information.

Executive Summary

Description of Task	Fee
Project Submittals, Management, and Admin Fee	$2,340.19
Purchased Equipment Fee (Ref Quote: 210201TLW-1M.pdf)	$22,920.00
Pre-Field and Preparation Work	$2,495.09
Phase I- Installation Direct Travel & Mobilization Fee	$3,701.18
Phase I- Installation Instrumentation Fee	$360.00
Phase I- Installation Field Work Fee	$6,328.95
Phase I - 1st Year Data Support Fee	$7,435.96
Phase I Taxes on Directs	$231.21
Total Project Fee =	**$45,812.58**

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3200871**

Contractor: **John Shomaker and Associates**

Description: **Hydrology, Water Resources.**

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ◉

Term Start Date: **6/14/17** Term End Date: **6/30/18**

☑ Approved by Council Date: **6/14/17**

Contract / Lease: Hydrology Water Resources

Amendment # **5** to the Original Contract / Lease # **17-0520**

Increase/(Decrease) Amount $ **88536.57 plus nmgrt**

Extend Termination Date to: **N/A**

☑ Approved by Council Date: **pending**

Amendment is for: Increase comp and scope through

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

Contract #17-0520 $296,477
#1 #18-0751 $296,47
#2 #19-0118 $65,825
#3 # 19-0645 $272,001
#4 #20-0384 $197,560.

3. **Procurement History: 17/26/P 1/5/17**

Fran Dunaway (Mar 24, 2021 13:20 MDT)

Purchasing Officer Review: Mar 24, 2021 Date:

Comment & Exceptions: final year of PSA-6/30/21 FY 21- A #5 increase compensation/must be completed 6/30/21

4. **Funding Source: Water Enterprise Fund CIP** **Org / Object: 5050381.510300**

Alexis Lotero (Mar 24, 2021 12:23 MDT)

Budget Officer Approval: Mar 24, 2021 Date:

Comment & Exceptions:

Staff Contact who completed this form: Maya Martinez Phone # **4271**

Email: **mfmartinez@santafenm.gov**

To be recorded by City Clerk:

Clerk #

Date of Execution:

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: John Shomaker and Associates (JSAI)

Procurement Title: Amendment No. 5 to Professional Services Agreement (PSA) 19-0645 with JSAI

Procurement Method: State Price Agreement ☐ *Cooperative* ☐ *Sole Source* ☐ *Other*

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

Department Requesting PUD Staff Name Bill Schneider

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	
x	☐	Approved Procurement Checklist (by Purchasing)
x	☐	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
☐	☐	State Price Agreement
x	☐	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
x	☐	BAR
☐	☐	FIR
x	☐	Executed Contract, Agreement or Amendment
x	☐	Current Business Registration and CRS numbers on contract or agreement
☐	☐	Summary of Contracts and Agreements form
x	☐	Certificate of Insurance
☐	☐	All documentation presented to Committees
☐	☐	Other:

william H Schneider, P.G.
william H Schneider, P.G. (Mar 8, 2021 13:36 MST) William H Schneider P.G. Water Resources Coordinator 3.1.21

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

Fran Dunaway
Fran Dunaway (Mar 24, 2021 13:20 MDT)

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

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

*

JOHNSHO-02 DONISCHUK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/15/2021

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 License # 0757776 HUB International Insurance Services (SOW) 6565 Americas Parkway Suite 720 Albuquerque, NM 87110	CONTACT NAME: Andrew Foraker PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: andrew.foraker@hubinternational.com
INSURED John Shomaker & Associates Inc 2611 Broadbent Prkwy NE Albuquerque, NM 87107	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Continental Casualty Company — 20443 INSURER B : The Continental Insurance Company — 35289 INSURER C : INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	X		4034680389	8/1/2020	8/1/2021	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 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			4034680425	8/1/2020	8/1/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			4034680473	8/1/2020	8/1/2021	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		6011635475	8/11/2020	8/11/2021	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
A	E&O / Pollution			EEH288341818	1/7/2021	1/7/2022	Occurrence/Aggregate	3,000,000

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

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

City of Santa Fe
PO Box 909
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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AGENCY CUSTOMER ID: JOHNSHO-02 DONISCHUK

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY	License # 0757776	NAMED INSURED
HUB International Insurance Services (SOW)		John Shomaker & Associates Inc 2611 Broadbent Prkwy NE Albuquerque, NM 87107
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1	SEE P 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
The policy includes a blanket additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

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JSAI #5

Final Audit Report 2021-03-09

Created:	2021-03-04
By:	Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAENYCo7iWPq_Xa-eyl_MBcKtCZ6xXXsnc

"JSAI #5" History

Document created by Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
2021-03-04 - 6:23:23 PM GMT- IP address: 63.232.20.2

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2021-03-04 - 6:36:08 PM GMT

Email viewed by william H Schneider, P.G. (whschneider@santafenm.gov)
2021-03-08 - 8:32:59 PM GMT- IP address: 104.47.64.254

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Signature Date: 2021-03-08 - 8:36:10 PM GMT - Time Source: server- IP address: 205.170.183.242

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Signature Date: 2021-03-09 - 0:13:13 AM GMT - Time Source: server- IP address: 174.28.63.106

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2021-03-09 - 0:13:16 AM GMT

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2021-03-09 - 4:11:49 PM GMT- IP address: 104.47.65.254

Document e-signed by AJH (ajhopkins@santafenm.gov)

Signature Date: 2021-03-09 - 4:12:33 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.

2021-03-09 - 4:12:33 PM GMT

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

BUSINESS REGISTRATION

Business Name: JOHN SHOMAKER & ASSOCIATES, INC.
DBA: JOHN SHOMAKER & ASSOC, INC.

Business Location: 2611 BROADBENT PKWY NE
ALBUQUERQUE, NM 87107

CRS Number: 02-058266-00-8

Owner: John Shomaker

License Number: 225084

License Type: Business License - Renewable

Issued Date: December 15, 2020

Classification: Out of Jurisdiction Contractor - Specialty

Expiration Date: December 15, 2021

Fees Paid: $10.00

JOHN SHOMAKER & ASSOCIATES, INC.
2611 BROADBENT NE
ABLUQUERQUE, NM 87107

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

ITEM # 17-0520

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 John Shomaker & Associates, Inc. (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 professional services for the City as outlined in Exhibit "A" attached hereto.

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that it possesses the 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 two hundred seventy three thousand seven hundred twenty four dollars ($273,724.00), plus applicable gross receipts taxes.

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 and approval 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 terminate on June 30, 2018, unless sooner pursuant to Article 6 below. . This Agreement may be extended for three (3) additional twelve (12) month periods, not to exceed four (4) years by the written agreement of the parties amending this Agreement.

6. TERMINATION

A. This Agreement may be terminated by the City upon 30 days written notice to the Contractor.

(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, 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, the 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 named as an additional insured and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

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 arising from Contractor's performance under this Agreement as well as the performance of Contractor's employees, agents, representatives and subcontractors.

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:
Water Division Director
801 W. San Mateo
Santa Fe, NM 87504

Contractor:
Steven T. Finch Jr.
John Shomaker & Associates, Inc.
2611 Broadbent Pkdwy NE
Albuquerque, NM 87107

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

CITY OF SANTA FE:

JAVIER M. GONZALES, MAYOR

DATE: 6/19/17

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
@ mtg 6/19/17

APPROVED AS TO FORM:

5/23
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

ADAM JOHNSON, FINANCE DIRECTOR

CONTRACTOR:

V.P.
NAME & TITLE Steven T. Finch Jr.

DATE: June 16, 2017

CRS #:02-058266008
Business Registration #:17-00129246

52300; 510300; 510310; 510340
Business Unit Line Item

Exhibit A

Scope of Work for John Shomaker and Associates, Inc.

Work Plan 1: Buckman Well Field OSE Permit Compliance Support

The City of Santa Fe (City) is obligated to comply with monitoring and reporting requirements for operating water supply wells under the Buckman Well Field permits. *Buckman Well Field Water-Level Monitoring Program Response to Condition of Approval No. 5, Permit No. RG-20516-S-10 thru RG-20516-S-13, City of Santa Fe,* adopted by all parties and the District Court in 2007, this biennial report summarizes production and water-level data in the City of Santa Fe's Buckman Well Field, documents water-level data and trends for BMP wells, provides 10-year and 40-year drawdown projections for wells in the Buckman Well Field Monitoring Program area, and addresses Permit Conditions 6 and 7, which address whether wells of other ownership may go dry as a result of pumping Buckman Wells 10 through 13 (BW10-13) under permit RG-20516-S-10 through RG-20516-S-13.

Task 1. Water Level Monitoring and Reporting
Contractor will provide an operation and maintenance plan for the Buckman Well Field. Continue with required data collection.

Task 2. Pumping Impacts and Analyses (Depletion Calculations)
Contractor will work with the New Mexico Office of the State Engineer (NMOSE) based upon the review comments of the last Buckman Well Field Monitoring Program biennial report.

Work Plan 2: Northwest Well & City Well Field NMOSE Permit Compliance Support

The City will be obligated to comply with the monitoring and reporting requirements for operating water supply wells under the Northwest and City Well Field permit. Contractor will provide support for Northwest Well and City Well Field permit compliance through monitoring; developing databases; evaluating monitoring results; performing hydrogeologic analysis and interpretation of groundwater data and results; generating and interpreting groundwater-flow model results; preparing monitoring report(s) and communicating with NMOSE, on behalf of the City, as directed by the City.

Task 1. Groundwater Monitoring and Reporting
The purpose of the monitoring plan and reporting in accordance with the Northwest Well Groundwater Monitoring Plan is to collect data to evaluate possible water-level declines in the area of the Northwest Well and the City Well Field. The data may also be used to help improve the simulation of groundwater flow and pumping in the area, and to simulate groundwater pumping in the area to evaluate the causes of possible future water-level declines. The City anticipates the data analysis and reporting for this monitoring plan will emulate the Buckman Well Field Monitoring Program. Contractor will provide these services, as part of the monitoring plan and reporting.

Details of the monitoring plan and reporting are provided in Attachment 1: John Shomaker & Associates, Inc. Proposal in response to RFP #'17/26/P & Attachment 2: March 8, 2017 Meeting notes for Scope of Work and Budget for RFP #'17/26P. The scope of work does not include pump contractor services required for installing sounding tubes in private wells; however, the Contractor will develop a work plan for pump contractor services.

Task 2. Pumping Impacts Analyses (Depletion Calculations)
Also, emulating the Buckman Well Field Monitoring Program, the Contractor will provide annual evaluations of the hydrologic impacts caused by groundwater pumping on streamflows of the Rio Grande and key tributaries Rio Pojoaque-Nambe, Rio Tesuque, and La Cienega Springs shall be conducted. The analyses comprises the use of groundwater flow modeling using the OSE Administrative Model for the City of Santa Fe to predict the rate of streamflow depletions from each of the water supply wells (points of diversion) based on actual rates of pumping.
The Contractor evaluations will include a comparative analysis of the depletions for each river reach with the City's portfolio of surface water rights for the purpose of complying with permit requirements where the City needs to demonstrate that sufficient surface water rights are in place to offset pumping depletions.

Work Plan 3: Santa Fe River Monitoring and Reporting

In 2016, the City initiated surface water monitoring on the Santa Fe River during the period of 'Living River' reservoir bypass flows in May, June, and July. The monitoring report was completed to comply with the requirements within the Administrative Procedures for the Santa Fe River Target Flow Ordinance and monitored streamflows at 7 stations. The monitoring further provided data to evaluate rates of targeted river flows during the annual bypass of flows below Nichols Reservoir, estimated river seepage to the underlying aquifer system, and quantified an overall water budget. The monitoring report concluded that additional monitoring was necessary to improve the understanding of groundwater and surface water interactions along the Santa Fe River as required by Ordinance 2012-10.

The Contractor will perform Santa Fe River monitoring and reporting in compliance with the requirements within the Administrative Procedures for the Santa Fe River Target Flow Ordinance and according to the recommendations of the 2016 Santa Fe River Monitoring Report.

Task 1. Automation of surface water gaging stations
Re-establish the automated measurement of streamflow at the existing staff gages below Nichols Reservoir and at St. Francis Drive at 15-minute intervals. The streamflow measurement requirement within the Administrative Procedures for the Santa Fe River Target Flow Ordinance will be fulfilled by installing pressure transducers at these staff gage locations and using the updated rating curves.

Task 2. Monitoring of Living River bypass flows

The Contractor will conduct five additional seepage runs during Living River bypass flows in 2017. These seepage runs would include measurement stations below Nichols Reservoir, at The Nature Conservancy's diversion gate, downstream of the return flow of Cerro Gordo, adjacent to Camino Pequeño upstream of Acequia Madre, below Acequia Madre (upstream of Patrick Smith Park), above St. Francis Drive (near the Boys & Girls Club), and at Ricardo Road, at a minimum, and would document the end-of-flow point. This will allow the City to update rating curves for the gages below Nichols Reservoir and at St. Francis Drive, update the seepage rate dataset, and update the relationship between flow below Nichols Reservoir and the end-of-flow point. These seepage run events should be accompanied by measurements of shallow water levels from monitoring wells MW-1, A, & B by the Contractor.

Task 3. Santa Fe River Seepage Loss Study

During the seepage runs, the Contractor will also measure streamflow at up to four newly-established stations between Nichols Reservoir and Cerro Gordo Road to study seepage losses and water budget in this reach, and compare seepage losses associated with flow through The Nature Conservancy's river restoration diversion route versus the 'bypass channel' of the Santa Fe River. In addition, the study needs to establish a seepage rate for losses from the 'bypass channel', which may contribute recharge to the lower elevation Two-mile pond. Field reconnaissance will be performed by the Contractor, in coordination with City staff, to identify the new measurement stations between Nichols Reservoir and Cerro Gordo Road and identify any seeps & springs along the reach of the…

Task 4. Monitoring of the diversions and an assessment along the upper Santa Fe River.

The Contractor will monitor the following points of interest, to include 1) Acequia Cerro Gordo, 2) Acequia Madre (upper), 3) Two-mile pond exit flume, and 4) The Nature Conservancy's diversion head gate. Each of these Santa Fe River diversions are currently not quantified; therefore, the goal for the Contractor will be to develop a method for monitoring diversions, instrument diversions, collect diversion data and assessing the data for year 2017. This task includes the purchase of data logger/transducers with supporting accessories and the necessary materials needed for installation, see Attachment 3: April 5, 2017 Meeting notes for Scope of Work and Budget the Upper Santa Fe River Diversion Monitoring & Assessment. Finally, the Contractor will prepare report of the findings, and provide recommendations for permanent diversion monitoring equipment.

Task 5. Santa Fe River Monitoring Report

Contractor will update the Santa Fe River Monitoring Report for 2017 and will include recommendations for enhancements to the monitoring program including monitoring methodologies and frequencies and use of new monitoring technologies where appropriate. Included in the update shall be identification of Santa Fe River target flows, aka 'Living River' flows, versus Acequia irrigation

delivery flows versus stormwater flows that have occurred in the Santa Fe River channel below Nichols Reservoir, especially during precipitation events in the spring and during the 'monsoon' season.

Task 6. Work Plan Schedule & Budget
The Contractor will provide a work plan, including a description of the field monitoring program, data analysis and reporting, along with a proposed schedule and budget.

Work Plan 4: Return Flow / Discharge Credit Plan

The City is seeking to develop a return flow/discharge credit strategy for its ongoing discharges from the Paseo Real Wastewater Treatment Plant to the Santa Fe River. The City is interested in utilizing a portion of these return flows as a means to offset La Cienega depletions caused by the diversion of groundwater for municipal supply under Buckman Well Field Permits RG-20516- et al. The Return Flow Plan will be integrated with the City's conjunctive water management strategy which includes San Juan Chama and Santa Fe River surface water sources, Buckman and City Well Field groundwater sources, indirect potable reuse, and conservation to maximize use of available water resources while providing operational flexibility and water supply reliability.

The Contractor will develop a work plan providing a technical approach to utilize existing geohydrologic data and any supplemental field data collected as determined necessary to address data gaps and complete this plan which will include developing an integrated site conceptual model that describes the surface and groundwater interactions, seepage rates and recharge of underlying aquifer system from Santa Fe River releases, and an overall water budget of the hydrologic system including: diversions; seepage losses; evapotranspiration effects and other analyses necessary to satisfy OSE requirements, so that the return flows satisfy the City's groundwater pumping offset requirements. The plan should comply with OSE's Policy on discharge credits (Return Flow - #4-2009) and other relevant regulatory policy documents.

Task 1. Confirm Availability of Treated Effluent For Return Flow or Discharge Credits
The purpose of this task is to quantify the amount of treated effluent that can be committed for return flow or discharge credits. The Contractor will prepare a draft technical memorandum detailing recommendations and present the results to City Staff for feedback. The proposed quantity of treated effluent allocated for the plan will be integrated with the City's water management strategy.

Task 2. Determine Annual Quantity of Discharge Credit Requested
The NMOSE recommends that the City prepare a conservative estimate of the maximum annual discharge credit requested based on full amount of pumping for 100 years. The Contractor will quantify the La Cienega offset requirements for the Buckman Well Field and other potential future pumping using the administrative model.

Task 3. Prepare Project Map
The NMOSE requires a project map detailing points of diversion requiring discharge credits, the reach where discharge credits will occur, monitoring points used for quantifying recharge, and reaches of the stream flor which offset is proposed. The Contractor will prepare a project map that will be incorporated into a plan to be submitted to NMOSE.

Task 4. Description of Discharge and Quantification Method
The Contractor will develop a metering plan for discharge quantification as required by the NMOSE. A sound approach may be to perform metering at a 15-minute interval for one year in order to refine the quantification of percent streamflow infiltrated and overall water balance. Discharge credits for subsequent years can then be based on the metered discharge multiplied by a conservative factor derived from the one-year "test" dataset.

Task 5. Hydrologic analysis to demonstrate that discharge water will offset stream depletions due to applicant's pumping Quantification of Discharge Credit Capacity
The Contractor will provide a hydrologic analysis report that will include an integrated site conceptual model describing the surface and groundwater interactions, seepage rates and recharge of underlying aquifer system from discharges, and an overall water budget to satisfy NMOSE requirements for demonstrating discharge credits.

Task 6. Notice of Intent to Discharge
NMOSE requires proof of a permit from the NMED for discharges to groundwater. This should already be covered under DP-289. However, the permit may need to be modified for discharges to stream segments other than the lower Santa Fe River. If discharge plan permit modification is required, the Contractor will provide recommendations for proposed modifications.

Task 7. Submit Plan to NMOSE
Results from Tasks 1 through 6 will be compiled into a draft plan for the City to review. The Contractor will present the results of the plan to the NMOSE Hydrology Bureau and Water Rights Division. Comments from the NMOSE will be addressed and the final plan will be submitted to the NMOSE for review and consideration.

Work Plan 5: Depletion Management Strategy and Water Rights Acquisition Plan

Offset Acquisition Targets – In order to comply with the City of Santa Fe's groundwater well permits from the New Mexico Office of the State Engineer (OSE), the City is required to provide "offsets" in the form of surface water rights from five different administrative basins: 1) Middle Rio Grande, 2) Upper Rio Grande, 3) La Cienega, 4) Nambe-Pojoaque, and 5) Tesuque, although the vast majority are located in the Middle Rio Grande. When the City pumps groundwater from any of the wells having offset requirements, the OSE utilizes an administrative groundwater model to determine the impacts of that pumping in each impacted administrative basin and determines the

quantity and duration of the impacts from a given year's groundwater pumping. The acquisition of offsets is a difficult and expensive process for the City and the purpose of this work plan will be to ease that burden by the Contractor determining offset acquisition targets based on projected pumping and acceptable rates of groundwater decline. These targets will be specific quantities of water rights for each administrative basin based on acceptable rates of pumping and groundwater decline from the Buckman Well Field, City Well Field, Northwest Well, and potential future alternate points of diversion for optimizing the City Well Field.

Task 1. Evaluating the City's existing water rights portfolio
The Contractor will evaluate the City's existing water rights portfolio in the Water Bank database to understand all details for each existing water right permit. As part of this task, the Contractor will prepare a map showing the location of all permits in the Water Bank database.

Task 2. Evaluation of Offset Requirements
The Contractor will work with the City to develop a series of model runs for the evaluation of offset requirements. The Contractor proposes a maximum of 20 model run scenarios, which will include serval iterations to evaluate the Northwest well settlement conditions of approval. The Contractor will perform the administrative model runs required to compare past, current and future (projected) pumping schedules to determine the optimal strategy for surface water right acquisitions to satisfy offset requirements. Results will be presented in a technical memorandum with graphs, maps, and summary tables.

Task 3. Evaluation of Offset Potential
The offset potential varies, and depends if the water right is for diversion of surface water or groundwater, and the proof of beneficial use. Offsets from surface water rights may be limited by the consumptive use rather than the diversion quantity, and offsets from groundwater rights will be subject to proximity to the stream system and administrative model results. The Contractor will evaluate the offset potential for each water right considering the above factors.

Task 4. Develop Recommended Strategy
The results from tasks 1 through 4 will be used to develop a recommended strategy for the City to implement strategic water rights purchases in the 5 stream systems. The strategy will also include results from Work plan 4 (discharge credit plan). The Contractor will present draft recommendations to obtain feedback from the City, and then prepare a summary report.

Work Plan 6: Potential Water Right Purchase Evaluations

The Contractor will provide written evaluations of water rights under consideration originating either as City purchases or as privately owned water rights being transferred to the City of Santa Fe Water Bank. The scope and purpose of the evaluation is to determine the legitimacy of the right and the amount likely to be approved for transfer by the New Mexico Office of the State Engineer. Water rights under consideration as City purchases shall be paid directly by the City of Santa Fe and the bid should be identified

as a per-unit estimate for each evaluation and a total cost based on providing five such assessments per year. In addition, evaluations will be required for privately owned water rights being proposed for transfer into the City's Water Bank. The cost of these evaluations is borne by the applicant and will be paid directly from that entity. Evaluations by the Contractor of private water rights are not expected to occur more frequently than ten times per calendar year.

Task 1. Evaluation methods
The purpose of the evaluation is to determine the legitimacy of the right and the amount likely to be approved for transfer by the NMOSE. The Contractor will complete a review of water rights documents to determine risks of transfer, such as permit status and potential proof of beneficial use; determine the value of the potential water right transfer to the City; and calculate potential use for the City as offsets or diversions.

Task 2. Written Evaluation
The Contractor will provide written evaluations of water rights under consideration originating either as City purchases or as privately owned water rights being transferred to the City of Santa Fe Water Bank. The written evaluation will include a summary of the water right consider and the results of the evaluation. If appropriate, the Contractor will provide other innovative recommendations to consider, such as alternative use of water right, transfer conditions for privately owned water right such as use of proposed development open space for Aquifer Storage & Recovery.

Work Plan 7: Stream Design Flows for Water Quality Standards

The New Mexico Environment Department (NMED) Surface Water Quality Bureau certifies permits for the National Pollutant Discharge Elimination System (NPDES), which is administered by the U.S. Environmental Protection Agency under the Clean Water Act of 1972. The NMED methodologies utilize streamflow data for NPDES permitting and establishment of TMDL's for both point and nonpoint pollutant sources. The Contractor will develop the low-flow frequency, streamflow estimates for the Santa Fe River in the vicinity of the wastewater treatment plant to support ongoing effort to determine the assimilation capacities of receiving water and to use as the minimum discharge at which the New Mexico water-quality standards are applied. These low flow stream flow data will be used to evaluate NMEDs standards based on the 4Q3 - Minimum flow over 4 consecutive days once in 3-years and 7-day, 10-year minimum flow (7Q10) conditions for establishing critical site-specific low flow development needed to evaluate total maximum daily loads (TDMLs). The Contractor will work closely with the City, the City's engineering consultants, and NMED in achieving these work plan goals.

Task 1. Initial Field Reconnaissance of Lower Santa Fe River
The Contractor will perform an initial field reconnaissance of the Santa Fe River for the reach(s) of concern. The purpose will be to identify access for monitoring locations and field condition of monitoring locations. For efficiency, the work

could be performed concurrently with Work plan 3. Results of the field work will be used to develop the monitoring design.

Task 2. Development of Monitoring Design
The Contractor will provide a monitoring design that will delineate the locations, frequency, and types of streamflow monitoring needed to support alternative regulatory low flow calculations for the NPDES permit. The monitoring design will also include methods for data collection that are consistent with NMED requirements. The Contractor will present draft results of the monitoring design to the City and NMED for feedback. The Contractor will provide a final report that can be submitted to NMED.

Task 3. Technical Support with Modification of Water Quality Standards
The Contractor will work with the City, the City's engineering consultants, and NMED and provide technical support with permitting strategy for modification of existing water quality standards.

In summary, the Contractor shall submit brief work plan(s), expanding detail on the work plans listed above, describing its approach to satisfy the work plan objectives and subsequent tasks, along with a schedule to indicate how the work will be accomplished. These brief work plan(s) should be prepared such that it can be incorporated with only minor modifications. The Contractor will be expected to conduct monthly progress review meetings to go over progress of the work plan(s), in addition to those tasks needed to complete the professional services agreement scope of work.

Attachment 1: John Shomaker & Associates, Inc. Proposal for RFP #'17/26/P
Attachment 2: JSAI March 8, 2017 Meeting Notes for RFP #'17/26/P Proposal
Attachment 3: JSAI April 5, 2017 Revised Scope of Work & Budget for Task 4 of Santa Fe Monitoring & Reporting.

Budget for one-year project (FY 2017-18)

Work Plan 1: Santa Fe River Monitoring & Reporting	$ 40,354
Work Plan 2: Northwest Well & City Well Field NMOSE Permit Compliance Support	$ 35,074
Work Plan 3: Santa Fe River Monitoring and Reporting	$ 33,566
Addition of Task 4	$ 31,000
Work Plan 4: Return Flow / Discharge Credit Plan	$ 26,070
Work Plan 5: Depletion Management Strategy and Water Rights Acquisition Plan	$ 48,290
Work Plan 6: Potential Water Right Purchase Evaluations	$ 26,023
Work Plan 7: Stream Design Flows for Water Quality Standards	$ 33,347
TOTAL	$ 273,724
GRT Cost (8.3125%)	$ 22,753
GRAND TOTAL	$ 296,477

ITEM # 18-0751

CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM#17-0520

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 14, 2017 (the "Agreement"), between the City of Santa Fe (the "City") and John Shomaker & Associates, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

RECITALS

A. Under the terms of the City of Santa Fe Agreement #17-0520, Contractor has agreed to provide professional 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. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of two hundred seventy three seventy hundred twenty four dollars ($273,724) plus applicable gross receipts tax 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 forty seven thousand four hundred forty eight dollars ($547,448), plus gross receipts tax, in total for the term of this Agreement.

2. TERM.

Article 5 of the Agreement is amended to extend the term of the Agreement, so that Article 5 reads in its entirety as follows:

This Agreement shall terminate on June 30, 2019 unless terminated pursuant to Paragraph 6, infra.

3. AGREEMENT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No.1 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: 7/5/18

CONTRACTOR:

NAME & TITLE Steve Finch, V.P.

DATE: 7/12/18

CRS # 02-05826008
City of Santa Fe Business
Registration # 18-00129246

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
CC mtg. 6/27/18

APPROVED AS TO FORM:

5/7
CITY ATTORNEY

APPROVED:

7-3
FINANCE DIRECTOR

52300.510300
Business Unit/Line

ITEM # 19.0118

CITY OF SANTA FE
AMENDMENT No. 2 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM#17-0520

AMENDMENT No. 2 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 14, 2017 (the "Agreement"), between the City of Santa Fe (the "City") and John Shomaker & Associates, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

RECITALS

A. Under the terms of the City of Santa Fe Agreement #17-0520, Contractor has agreed to provide professional 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 is amended to include the tasks as outlined in Exhibit "B" attached hereto and incorporated herein.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of sixty five thousand eight hundred twenty five dollars ($65,825) plus applicable gross receipts tax 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 thirteen thousand two hundred seventy three dollars ($613,273), plus gross receipts tax, in total for the term of this Agreement.

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.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: 3/5/19

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
CC Mtg. 2/27/2019

APPROVED AS TO FORM:

1/16
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

CONTRACTOR:
John Shomaker & Associates, Inc

NAME & TITLE Steve Finch, V.P.

DATE: March 8, 2019
CRS # 02-058266008
City of Santa Fe Business
Registration # 19-00129246

52300.510300
business Unit/Line

ITEM # 19-0645

CITY OF SANTA FE
AMENDMENT No. 3 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM#17-0520; 18-0751

AMENDMENT No. 3 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 14, 2017 the "Agreement"), between the City of Santa Fe (the "City") and John Shomaker & Associates, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS

A. Under the terms of the Agreement #17-0520, Contractor has agreed to provide Professional 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. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total two hundred seventy one thousand and one dollar ($271,001) plus applicable gross receipts tax, 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 eighty four thousand two hundred seventy four dollars ($884,274.) plus applicable gross receipts taxes, in total for the term of the Agreement.

2. TERM.

Article 5 of the Agreement is amended to extend the term of the Agreement, so that Article 5 reads in its entirety as follows:

This Agreement shall terminate on June 30, 2020 unless terminated pursuant to Paragraph 6, infra.

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: 8/2/19

CONTRACTOR:
JSAI

NAME & TITLE Steve Finch, V.P.

Date: April 25, 2019
CRS #:02-058266008
Business Registration #:19-00129246

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
cc mtg. - 7-31-19

APPROVED AS TO FORM:

4/22
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

(for M. McCoy) 06.02.19
MARY MCCOY, FINANCE DIRECTOR

52300/ 510300
Business Unit/Line Item

CITY OF SANTA FE
AMENDMENT No. 4 TO
PROFESSIONAL SERVICES AGREEMENT
#17-0520; 18-0751, 19-0118, 19-0645

AMENDMENT No. 4 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 14, 2017 the "Agreement"), between the City of Santa Fe (the "City") and John Shomaker & Associates, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS

A. Under the terms of the Agreement #17-0520, Contractor has agreed to provide Professional 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

The Contractor shall provide professional services for the City as outlined in Exhibit "C" attached hereto.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total one hundred ninety seven thousand five hundred sixty dollars ($197,560) plus applicable gross receipts tax, as outlined in Exhibit "D" 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 one million eighty one thousand eight hundred thirty four dollars ($1,081,834) plus applicable gross receipts taxes, in total for the term of the Agreement.

2. TERM.

Article 5 of the Agreement is amended to extend the term of the Agreement, so that Article 5 reads in its entirety as follows:

This Agreement shall terminate on June 30, 2021 unless terminated pursuant to Paragraph 6, infra.

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: Aug 17, 2020

CONTRACTOR:
JSAI

Steve Finch, V.P.
NAME & TITLE

Date: August 5, 2020
CRS #:02-058266008
Business Registration #: 225084

ATTEST:
Yolanda Y. Vigil

YOLANDA Y. VIGIL, CITY CLERK

CC Mtg 07/29/2020

CITY ATTORNEY'S OFFICE GC
GC

Marcos Martinez
Marcos Martinez (Aug 26, 2020 13:33 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED:
Mary McCoy

MARY MCCOY, FINANCE DIRECTOR

5050381.510300
Business Unit/Line Item

Exhibit C FY2020-21

Scope of Work for John Shomaker and Associates, Inc.

Task 1: Buckman Well Field OSE Permit Compliance Support

The City of Santa Fe (City) is obligated to comply with monitoring and reporting requirements for operating water supply wells under the Buckman Well Field permits. *Buckman Well Field Water-Level Monitoring Program Response to Condition of Approval No. 5, Permit No. RG-20516-S-10 thru RG-20516-S-13, City of Santa Fe,* adopted by all parties and the District Court in 2007, this biennial report summarizes production and water-level data in the City of Santa Fe's Buckman Well Field, documents water-level data and trends for BMP wells, provides 10-year and 40-year drawdown projections for wells in the Buckman Well Field Monitoring Program area, and addresses Permit Conditions 6 and 7, which address whether wells of other ownership may go dry as a result of pumping Buckman Wells 10 through 13 (BW10-13) under permit RG-20516-S-10 through RG-20516-S-13.

SubTask A. Water Level Monitoring and Reporting
Contractor will provide an operation and maintenance plan for the Buckman Well Field. Continue with required data collection.

SubTask B. Buckman Well Field O&M plan
Develop pumping schedule that best fits project demand and results from water level monitoring program. Evaluate replacement well options for Buckman Wells 1 through 9.

SubTask C. Pumping Impacts and Analyses (Depletion Calculations)
Contractor will work with the New Mexico Office of the State Engineer (NMOSE) based upon the review comments of the last Buckman Well Field Monitoring Program biennial report.

Task 2: Northwest Well & City Well Field NMOSE Permit Compliance Support

The City will be obligated to comply with the monitoring and reporting requirements for operating water supply wells under the Northwest and City Well Field permit. Contractor will provide support for Northwest Well and City Well Field permit compliance through monitoring; developing databases; evaluating monitoring results; performing hydrogeologic analysis and interpretation of groundwater data and results; generating and interpreting groundwater-flow model results; preparing monitoring report(s) and communicating with NMOSE, on behalf of the City, as directed by the City.

SubTask A. Groundwater Monitoring and Reporting
The purpose of the monitoring plan and reporting in accordance with the Northwest Well Groundwater Monitoring Plan is to collect data to evaluate possible water-level declines in the area of the Northwest Well and the City Well Field. The data may also be used to help improve the simulation of groundwater flow and pumping in the area, and to simulate groundwater pumping in the area to evaluate the causes of possible

future water-level declines. Contractor will provide these services, as part of the monitoring plan and reporting.

Details of the monitoring plan and reporting are provided in Attachment 1: John Shomaker & Associates, Inc. Proposal in response to **RFP** #'17/26/P & Attachment 2: March 8, 2017 Meeting notes for Scope of Work and Budget for **RFP** #'17/26P.

SubTask B. Develop water-right permit compliance schedule

Also, emulating the Buckman Well Field Monitoring Program, the Contractor will develop a water right permit compliance schedule for the City Well Field and Northwest Well conditions of approval. The compliance schedule will help the Water Division streamline requirements for all groundwater permits while maintaining the compliance schedule.

SubTask C. Pumping Impacts Analyses (Depletion Calculations)

Also, emulating the Buckman Well Field Monitoring Program, the Contractor will provide annual evaluations of the hydrologic impacts caused by groundwater pumping on streamflows of the Rio Grande and key tributaries Rio Pojoaque- Nambe, Rio Tesuque, and La Cienega Springs shall be conducted. The analyses comprises the use of groundwater flow modeling using the OSE Administrative Model for the City of Santa Fe to predict the rate of streamflow depletions from each of the water supply wells (points of diversion) based on actual rates of pumping.

The Contractor evaluations will include a comparative analysis of the depletions for each river reach with the City's portfolio of surface water rights for the purpose of complying with permit requirements where the City needs to demonstrate that sufficient surface water rights are in place to offset pumping depletions.

Task 3: Santa Fe River Monitoring and Reporting

In 2016, the City initiated surface water monitoring on the Santa Fe River during the period of 'Living River' reservoir bypass flows in May, June, and July. The monitoring report was completed to comply with the requirements within the Administrative Procedures for the Santa Fe River Target Flow Ordinance and monitored streamflows at 7 stations. The monitoring further provided data to evaluate rates of targeted river flows during the annual bypass of flows below Nichols Reservoir, estimated river seepage to the underlying aquifer system, and quantified an overall water budget. The monitoring report concluded that additional monitoring was necessary to improve the understanding of groundwater and surface water interactions along the Santa Fe River as required by Ordinance 2012-10.

The Contractor will perform Santa Fe River monitoring and reporting in compliance with the requirements within the Administrative Procedures for the Santa Fe River Target Flow Ordinance and according to the recommendations of the 2018 Santa Fe River Monitoring Report.

SubTask A. Maintain surface water gaging stations

Maintain re-established automated measurement of streamflow at the existing staff gages below Nichols Reservoir and at St. Francis Drive. The streamflow measurement requirement within the Administrative Procedures for the Santa Fe

River Target Flow Ordinance will be fulfilled by maintaining pressure transducers at these staff gage locations and updating the rating curves as needed.

SubTask B. Monitoring of Living River bypass flows

The Contractor will conduct eight seepage runs during Living River bypass flows in 2020. These seepage runs would include measurement stations below Nichols Reservoir, at The Nature Conservancy's diversion gate, downstream of the return flow of Cerro Gordo, adjacent to Camino Pequeño upstream of Acequia Madre, below Acequia Madre (upstream of Patrick Smith Park), above St. Francis Drive (near the Boys & Girls Club), and at Ricardo Road, at a minimum, and would document the end-of-flow point. This will allow the City to update rating curves for the gages below Nichols Reservoir and at St. Francis Drive, update the seepage rate dataset, and update the relationship between flow below Nichols Reservoir and the end-of-flow point. These seepage run events should be accompanied by measurements of shallow water levels from the established monitoring network by the Contractor.

SubTask C. Install gaging station on Santa Fe River below Cerro Gordo Rd

The Contractor will install a newly-established gaging station below Cerro Gordo Road at the old Martinez Ditch headgate. Field reconnaissance will be performed by the Contractor, in coordination with City staff, to identify the new measurement station. The gaging station will include slight modification of the existing structure, installation of a stilling well with transducer, and development of rating curve.

SubTask D. Monthly transducer downloads

Contractor will download transducer data from the Living River monitoring network on a monthly basis, update the database and graphs, and provide summary of findings to Water Division.

SubTask E. Summary report for Living River year

Contractor will prepare a summary report of the Santa Fe River Monitoring results and will include recommendations for enhancements to the monitoring program including monitoring methodologies and frequencies and use of new monitoring technologies where appropriate. Included in the update shall be identification of Santa Fe River target flows, aka 'Living River' flows, versus Acequia irrigation delivery flows versus stormwater flows that have occurred in the Santa Fe River channel below Nichols Reservoir, especially during precipitation events in the spring and during the 'monsoon' season.

Task 4: Return Flow / Discharge Credit / Reuse Evaluation

The City is seeking to develop a return flow/discharge credit strategy for its ongoing discharges from the Paseo Real Wastewater Treatment Plant to the Santa Fe River. The City is interested in utilizing a portion of these return flows as a means to offset La Cienega depletions caused by the diversion of groundwater for municipal supply under Buckman Well Field Permits RG-20516- et al. The Return Flow Plan will be integrated with the City's conjunctive water management strategy which includes San Juan Chama and Santa Fe River surface water sources, Buckman and City Well Field groundwater sources, indirect potable

reuse, and conservation to maximize use of available water resources while providing operational flexibility and water supply reliability.

The Contractor will develop an updated work plan for providing a technical approach to utilize existing geohydrologic data and any supplemental field data collected as determined necessary to address data gaps and complete this plan which will include developing an integrated site conceptual model that describes the surface and groundwater interactions, seepage rates and recharge of underlying aquifer system from Santa Fe River releases, and an overall water budget of the hydrologic system including: diversions; seepage losses; evapotranspiration effects and other analyses necessary to satisfy OSE requirements, so that the return flows satisfy the City's groundwater pumping offset requirements. The plan should comply with OSE's Policy on discharge credits (Return Flow - #4-2009) and other relevant regulatory policy documents.

SubTask A. Assist with Evaluation of Lower Santa Fe River flows to determine Availability of Treated Effluent for Return Flow or Discharge Credits

The purpose of this task is to quantify the amount of treated effluent that can be committed for return flow or discharge credits. The Contractor will assist ongoing research quantifying and characterizing Lower Santa Fe River flows and water budgets. The results will be integrated with the City's water management strategy.

SubTask B. Technical assistance with feasibility analysis of return flow options

The Contractor will work with the Water Division with analysis of return flow options such as expanded reuse program, instream flows, water quality limitations of return flow uses, and depletion offset and exchange strategies.

SubTask C. Prepare Maps to Assist with Plan Development

The Contractor will assist with preparation of project maps that will be incorporated into a reuse plan.

SubTask D. Develop Return Flow Quantification Method

The Contractor will develop a water budget accounting and metering plan for discharge and return flow quantification. The Contractor will work with the Water Division with developing a data collection plan that would allow for development of the preferred return flow accounting method.

Task 5: Depletion Management Strategy and Water Rights Acquisition Plan

Offset Acquisition Targets - In order to comply with the City of Santa Fe's groundwater well permits from the New Mexico Office of the State Engineer (OSE), the City is required to provide "offsets" in the form of surface water rights from five different administrative basins: 1) Middle Rio Grande, 2) Upper Rio Grande, 3) La Cienega, 4) Nambe-Pojoaque, and 5) Tesuque, although the vast majority are located in the Middle Rio Grande. When the City pumps groundwater from any of the wells having offset requirements, the OSE utilizes an administrative groundwater model to determine the impacts of that pumping in each impacted administrative basin and determines the quantity and duration of the impacts from a given year's groundwater pumping. The acquisition of offsets is a difficult and expensive

process for the City and the purpose of this work plan will be to ease that burden by the Contractor determining offset acquisition targets based on projected pumping and acceptable rates of groundwater decline. These targets will be specific quantities of water rights for each administrative basin based on acceptable rates of pumping and groundwater decline from the Buckman Well Field, City Well Field, Northwest Well, and potential future alternate points of diversion for optimizing the City Well Field.

SubTask A. Evaluating the City's existing water rights portfolio

The Contractor will evaluate the City's existing water rights portfolio in the Water Bank database to understand all details for each existing water right permit. As part of this task, the Contractor will prepare a map showing the location of all permits in the Water Bank database.

SubTask B. Evaluation of Offset Requirements

The Contractor will work with the City to develop a series of model runs for the evaluation of offset requirements. The Contractor proposes a maximum of 20 model run scenarios, which will include serval iterations to evaluate the Northwest well settlement conditions of approval. The Contractor will perform the administrative model runs required to compare past, current and future (projected) pumping schedules to determine the optimal strategy for surface water right acquisitions to satisfy offset requirements. Results will be presented in a technical memorandum with graphs, maps, and summary tables.

SubTask C. Evaluation of Offset Potential

The offset potential varies, and depends if the water right is for diversion of surface water or groundwater, and the proof of beneficial use. Offsets from surface water rights may be limited by the consumptive use rather than the diversion quantity, and offsets from groundwater rights will be subject to proximity to the stream system and administrative model results. The Contractor will evaluate the offset potential for each water right considering the above factors.

SubTask D. Develop Recommended Strategy

The results from tasks 1 through 4 will be used to develop a recommended strategy for the City to implement strategic water rights purchases in the 5 stream systems. The strategy will also include results from Work plan 4 (discharge credit plan). The Contractor will present draft recommendations to obtain feedback from the City, and then prepare a summary report.

Task 6: Potential Water Right Purchase Evaluations

The Contractor will provide written evaluations of water rights under consideration originating either as City purchases or as privately owned water rights being transferred to the City of Santa Fe Water Bank. The scope and purpose of the evaluation is to determine the legitimacy of the right and the amount likely to be approved for transfer by the New Mexico Office of the State Engineer. Water rights under consideration as City purchases shall be paid directly by the City of Santa Fe and the bid should be identified as a per-unit estimate for each evaluation and a total cost based on providing five such assessments per year. In addition, evaluations will be required for privately owned water rights being proposed for

transfer into the City's Water Bank. The cost of these evaluations is borne by the applicant and will be paid directly from that entity. Evaluations by the Contractor of private water rights are not expected to occur more frequently than ten times per calendar year.

SubTask A. Evaluation methods

The purpose of the evaluation is to determine the legitimacy of the right and the amount likely to be approved for transfer by the NMOSE. The Contractor will complete a review of water rights documents to determine risks of transfer, such as permit status and potential proof of beneficial use; determine the value of the potential water right transfer to the City; and calculate potential use for the City as offsets or diversions.

SubTask B. Written Evaluation

The Contractor will provide written evaluations of water rights under consideration originating either as City purchases or as privately owned water rights being transferred to the City of Santa Fe Water Bank. The written evaluation will include a summary of the water right consider and the results of the evaluation. If appropriate, the Contractor will provide other innovative recommendations to consider, such as alternative use of water right, transfer conditions for privately owned water right such as use of proposed development open space for Aquifer Storage & Recovery.

Task 7: Wellhead Protection and Water Quality Issues

The City Well Field is surrounded by historical legacy groundwater contamination sites. The Contractor will assist the City with implementing the wellhead protection groundwater monitoring program and evaluation of groundwater contamination sites as information becomes available. The Contractor will work closely with the City, the City's engineering consultants, and NMED in achieving these work plan goals.

SubTask A. Analysis of Contamination Sites

The Contractor will perform analysis of monitoring and cleanup reports for contaminations sites within the City Limits. Results of the field work will be used to develop the monitoring design.

SubTask B. Implementation of Monitoring Design

The Contractor will provide an updated monitoring design that will delineate the locations, frequency, and types of monitoring needed to support wellhead protection. The Contractor will collect water level and water quality data, where accessible to assist with implementation of the wellhead protection program. The Contractor will provide a final report that can be submitted to NMED.

In summary, the Contractor shall submit brief work plan(s), expanding detail on the work plans listed above, describing its approach to satisfy the work plan objectives and subsequent tasks, along with a schedule to indicate how the work will be accomplished. These brief work plan(s) should be prepared such that it can be incorporated with only minor modifications. The Contractor will be expected to conduct monthly progress review meetings to go over progress of the work plan(s), in addition to those tasks needed to complete the professional services agreement scope of work.

Attachment 1: John Shomaker & Associates, Inc. Proposal for RFP #'17/26/P

Included below, Budget for one-year project (FY 2020-21):

City of Santa Fe, New Mexico

memo

Date: May 20, 2020

To: Public Utilities/Public Works Committee, Finance Committee and City Council

Via: Shannon Jones, Public Utilities Director SJ
Jesse Roach, Water Division Director JR

From: Bill Schneider, Water Resources Coordinator WHS

RE: Amendment No. 4 to Professional Services Agreement (PSA) with John Shomaker and Associates (JSAI) for $197,560 plus GRT to provide Hydrogeologic Services for Water Right Acquisitions, Permits, and Compliance

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ITEM AND ISSUE

The City of Santa Fe's (City) Water Division (WD). The WD is requesting to amend the PSA with JSAI to provide continued hydrogeologic technical services to support required water rights, permitting, compliance and planning activities.

BACKGROUND AND SUMMARY

The City's WD entered into a PSA with JSAI for hydro services via competively bid request for proposal (RFP) for hydro **services (RFP '17/26/P) that was awarded as PSA #17**-0520. The City has utilized this contract to comply with City Chapter 25 Ordinance and New Mexico Office of the State Engineer (OSE) permit compliance requirements. The legal and regulatory requirements this contract supports is provided as Attachment A.

The WD utilizes the contract to work on the following:

- City Well Field permit and compliance monitoring and reporting
- Buckman Well Field permit and compliance monitoring reporting
- Santa Fe River monitoring for Santa Fe River releases for Living River and Acequia deliveries
- Hydrogeologic monitoring and accounting to support aquifer recharge management
- Hydro technical services to support return flow credit strategies **for City's San Juan Chama Project and** native Rio Grande and tributary water rights
- Dashboard development for Buckman Direct Diversion accounting
- Water rights acquisition due diligence support
- Water quality monitoring and wellhead protection
- Water Bank
- Aquifer management and sustainability
- Groundwater sampling, analysis and contaminant tracking

Upcoming FY20/21 technical hydro services anticipated to be completed under this Amendment No. 4 include all a**spects of the WD permit compliance requirements necessary to protect the City's wa**ter rights portfolio and assets. **A summary of the City's water rights activities are presented at** https://www.santafenm.gov/water_rights

ACTION REQUESTED

Staff requests approval of Amendment No. 4 to PSA #17-0520 with JSAI for hydro technical services to ensure the WD will meet all obligations for its Water Right Acquisitions, Permits, and Compliance. The request for funding of $213,117.85 excluding gross receipts tax (GRT) was budgeted as part of the FY2021 Water Division CIP Request and will be available in Business Unit/Line Item 5050381.510300.

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 John Shomaker & Associates

3 Complete information requested ☑ Plus GRT ☐ Inclusive of GRT

Original Contract Amount: $296,477.00

Termination Date: June 30, 2018

☑ Approved by Council Date: June 14, 2017

☐ or by City Manager Date:

Contract is for: Hydrology

Amendment # 4 to the Original Contract# 17-0520

Increase/(Decrease) Amount $ $197,560.00

Extend Termination Date to: June 30, 2021

☑ Approved by Council Pending

☐ or by City Manager Date:

Amendment is for: Increase comp and Term for new FY

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

Amount $ 296,477.00 of original Contract# 17-0520 Termination Date: 6/30/2018
Reason: Original Contract

Amount $ 296,477.00 amendment 1 Termination Date: 6/30/2019
Reason: Extend term increase FY comp # 18-0751

Amount $ 65,825.00 amendment # 2 Termination Date: NA
Reason: Increase scope #19-0118

Amount $ 271,001.00 amendment # 3 Termination Date: 6/30/2020
Reason: Increase in compen for FY 1920 and extend term.

Amount $ 197,560.00 amendment # 4 Termination Date: 6/30/2020
Reason: Increase in compen for FY 20/21 and extend term.

Total of Original Contract plus all amendments: $ $1,127,340.00

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

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

RFP# 17/26/P Date: January 5, 2017

RFQ ☐ Date:

Sole Source ☐ Date:

Other

6 **Procurement History:** Year 4 of 4
example: (First year of 4 year contract)

Purchasing Officer Review

Comments or Exceptions:

7 **Funding Source:** Water CIP Fund **BU/Line Item:** 5050381.510300

Alexis Lotero
Alexis Lotero (Jun 29, 2023 14:08 MDT)

Budget Officer Approval

Comments or Exceptions:

8 **Any out-of-the ordinary or unusual issues or concerns:**
N/A
(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** Maya Martinez

Phone # 4271

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

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

To be recorded by City Clerk:

Contract #

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

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

Comments:

CITY OF SANTA FE RFP PROCUREMENT CHECKLIST

Contractor Name: John Shomaker and Associates

Procurement Title: Hydrology

Solicitation RFP#: 17/28/P

Department Requesting/Staff Member PUD - William Schneider

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☒	☐	Approved Procurement Checklist (by Purchasing)
☒	☐	Departments Recommendation of Award Memo addressed to Finance
☒	☐	Tabulation Evaluation score sheet
☐	☒	BAR
☐	☒	FIR
☒	☐	Contract, Agreement or Amendment
☒	☐	Current Business Registration and CRS numbers on contract or agreement
☒	☐	Summary of Contracts and Agreements form
☒	☐	Certificate of Insurance
☐	☐	Other: _____

William Schneider, Water Resources
Department Rep Printed Name and Title

WH Schneider
WH Schneider (May 27, 2020 18:43 MDT)

Department Rep Signature attesting that all information included

Fran Dunaway
Fran Dunaway (May 29, 2020 14:50 MDT)

Purchasing Officer attesting that all information is reviewed

REQUIRED DOCUMENTS FOR BID FILE*

YES	N/A	
☒	☐	Final RFP Document
☒	☐	Copy of legal solicitation published in the newspaper, website, etc.
☒	☐	All addendums
☐	☒	Plan holders list
☒	☐	Copies of all RFP submittals
☒	☐	Complete evaluation score sheets
☒	☐	Non-Responsive/Non-Responsibility Form and correspondence or letters from Department to vendor regarding disqualifications
☐	☒	Oral presentations (sign-in sheets, presentation materials, etc.)

*

☐	☒	Documentation sent to Proponents/Offerors and responses received regarding clarifications, decisions, negotiations, and/or best and final offers, etc.
☐	☒	Reference Reviews/Reference Check Questionnaires
☐	☒	Pricing evaluation
☐	☒	Final overall evaluation matrix or summary of evaluator scores
☐	☐	Other: _____

AWARD*

YES	N/A	
☒	☐	Fully executed Memo to Committees from the Department with recommendation of award
☒	☐	Winning proposal (this is a copy that has all confidential/proprietary information excluded)
☒	☐	Contract Award Notice
☒	☐	Email or notification sent to all Proponent(s)/Offerors that award was made
☐	☒	Waiver or "No Action Taken" from Procurement Office
☐	☒	If IFB and not awarded to lowest responsive, responsible bidder; written explanation
☐	☐	Other: _____

DISCLOSURES*

YES	N/A	
		Contractor Disclosures & Conflicts of Interest
☐	☒	Disclosures & Conflicts of Interest Form(s) (winning proponent(s)/offeror(s))
		Contractor –Conflicts of Interest
☐	☒	Purchasing Office Letter or e-mail to designated individual regarding potential conflict
☐	☒	Conflict of Interest Form signed by all parties
☐	☒	Letter from Procurement Office regarding the potential conflict
		Subcontractor Disclosures
☐	☒	Disclosures & Conflicts of Interest form of Subcontractor(s)
		Subcontractor –Conflicts of Interest
☐	☒	Purchasing Officer Letter or email to designated individual regarding potential conflict
☐	☒	Conflict of Interest form signed by all parties
☐	☒	Letter from Legal Office regarding the potential conflict
☐	☐	Other: _____

CONTRACT*

YES	N/A	
☒	☐	Copy of Executed Contract
☒	☐	Copy of all documentation presented to the Committees
☒	☐	Finalized Council Committee Minutes
☐	☐	Other: _____

MISCELLANEOUS FILE*

YES	N/A	
☐	☐	Local Preference Form
☐	☐	New Mexico Residence Form
☐	☐	Veterans Exemption
☐	☐	Other: _____

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

*

PROTEST (If applicable)*

YES	N/A	
☐	☒	Documentation from protester filed with the Purchasing Office
☐	☒	Letter from Department to Purchasing Office Providing response to protest
☐	☒	Letter from Purchasing Officer to protester and Department on final outcome
☐	☐	Other: _____

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

YES	N/A	
☒	☐	Original proposal (s) with no redactions

William Schneider, Water Resources

Department Rep Printed Name and Title

Wil Schneider

Wil Schneider (May 27, 2020 18:43 MDT)

Department Rep Signature attesting that all information included

*

City of Santa Fe
FY20 Fiscal Impact Analysis (Non-Personnel Expenditures)

General Information

Department Name:	public utilities	Department Name:	public utilities
Division Name:	water	Division Name:	water

Financial Information

Amount Requested:	$213,117.85	Munis Fund Number:	505
Vendor Name:	John Shomaker and Associates (JSAI)	Munis Org Number:	5050381
Approved by Director?	Yes Shannon Jones Shannon Jones (May 28, 2020 07:35 MDT)	Munis Object Code:	510300

Expenditure Information

1. Describe the purchase of goods/services. Is this one-time or recurring? Please explain why this is the lowest cost option for this expenditure.

The City's WD entered into a PSA with JSAI for hydro services via competively bid request for proposal (RFP) for hydro services (RFP '17/26/P) that was awarded as PSA #17-0520. The services are recurring and required to protect the City's water rights portfolio assets.

2. Please describe which legally required City service does this procurement support? Does this procurement provide support for compliance with City, State and Federal requirements? If yes, please explain.

The City has utilized this contract to comply with City Chapter 25 Ordinance and New Mexico Office of the State Engineer (OSE) permit compliance requirements. The legal and regulatory requirements this contract supports is provided as Attachment A.

3. Can these services be performed by City employees in your department or in other departments? If the answer is no, please explain.

The City staff support these hydro technical services efforts but the City does not own the monitoring equipment nor have the highly specialized expertise to self-perform these regulatory and legal requirement actions.

4. Would there be any adverse health, safety or economic implications if this expenditure was not approved? What impact will there be on the department and the City operations if this expenditure is not approved.

Yes. These services are necessary for the City to comply with its regulatory and legal requirements for its water rights portfolio permits. The City's water rights are assets worth several hundred million dollars and permit compliance must be achieved to protect these assets.

5. If this purchase is not approved with City funds, what are alternative funding sources for the proposed expenditure? Does this duplicate efforts being provided by other governmental, for profit or non-profit entities?

While the Water Division is seeking and utilizes several outside funding sources, the regulatory and legal obligations are funded through the water resources operating funds. Outside funding would not be permitted to be used towards these obligations.

[illegible] [illegible] (Jun 29, 2020 14:50 MDT)	Alexis Lotero Alexis Lotero (Jun 29, 2020 14:08 MDT)	
Procurement Office Signature	Budget Office Signature	Finance Director Signature

City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: JOHN SHOMAKER & ASSOCIATES, INC.
DBA: JOHN SHOMAKER & ASSOC, INC.

Business Location: SF COUNTY
SANTA FE, NM 87501

CRS Number: 02058266008

Owner: JOHN SHOMAKER

License Number: 225084

License Type: Business License - Renewable

Issued Date: February 07, 2020

Classification: Out of Jurisdiction Contractor - Specialty

Expiration Date: December 31, 2020

Fees Paid: $10.00

JOHN SHOMAKER & ASSOCIATES, INC.
2611 BROADBENT PKWY NE
ABLUQUERQUE, NM 87107

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

JOHNSHO-02 AFORAKER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/22/2020

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 License # 0757776 HUB International Insurance Services (NMX) 7770 Jefferson Street NE Suite 101 Albuquerque, NM 87109	CONTACT NAME: PHONE (A/C, No, Ext): (505) 828-4000 FAX (A/C, No): (866) 487-3972 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Continental Casualty Company	20443
INSURED John Shomaker & Associates Inc 2611 Broadbent Prkwy NE Albuquerque, NM 87107	INSURER B : The Continental Insurance Company	35289
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:	X		4034680389	8/1/2019	8/1/2020	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 $ $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			4034680425	8/1/2019	8/1/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			4034680473	8/1/2019	8/1/2020	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		6011635475	8/11/2019	8/11/2020	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
A	E&O / Pollution			EEH288341818	1/7/2020	1/7/2021	Occurrence/Aggregate	3,000,000

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

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

City of Santa Fe
PO Box 909
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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AGENCY CUSTOMER ID: JOHNSHO-02 AFORAKER

LOC #: 1

ACORD

ADDITIONAL REMARKS SCHEDULE

AGENCY	License # 0757776	NAMED INSURED
HUB International Insurance Services (NMX)		John Shomaker & Associates Inc 2611 Broadbent Prkwy NE Albuquerque, NM 87107
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1	SEE P 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
The policy includes a blanket additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

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BLANKET ADDITIONAL INSURED
AND
LIABILITY EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM
BUSINESSOWNERS COMMON POLICY CONDITIONS

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E. Personal and Advertising Injury – Discrimination or Humiliation
F. Personal and Advertising Injury – Broadened Eviction
G. Waiver of Subrogation - Blanket

I. BLANKET ADDITIONAL INSURED PROVISIONS

A. ADDITIONAL INSURED – BLANKET VENDORS

Who Is An Insured is amended to include as an additional insured any person or organization (referred to below as vendor) with whom you agreed under a "written contract" to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:
   a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
   b. Any express warranty unauthorized by you;
   c. Any physical or chemical change in the product made intentionally by the vendor;
   d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

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e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(1) The exceptions contained in Subparagraphs **d.** or **f.**; or

(2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

3. This provision **2.** does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Policy.

4. This provision **2.** does not apply if "bodily injury" or "property damage" included within the "products-completed operations hazard" is excluded either by the provisions of the Policy or by endorsement.

B. MISCELLANEOUS ADDITIONAL INSUREDS

1. **Who Is An Insured** is amended to include as an insured any person or organization (called additional insured) described in paragraphs **3.a.** through **3.j.** below whom you are required to add as an additional insured on this policy under a "written contract.":

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

a. A higher limit of insurance than required by such "written contract";

b. Coverage broader than required by such "written contract" and in no event greater than that described by the applicable paragraph a. through k. below; or

c. Coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard." But this paragraph **c.** does not apply to the extent coverage for such liability is provided by paragraph **3.j.** below.

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

3. Only the following persons or organizations can qualify as additional insureds under this endorsement:

a. **Controlling Interest**

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

(1) such person or organization's financial control of you; or

(2) Premises such person or organization owns, maintains or controls while you lease or occupy these premises;

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

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b. Co-owner of Insured Premises

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

c. Grantor of Franchise

Any person or organization that has granted a franchise to you, but only with respect to such person or organization's liability for "bodily injury", "property damage", or "personal and advertising injury" as grantor of a franchise to you.

d. Lessor of Equipment

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

e. Lessor of Land

Any person or organization from whom you lease land, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the ownership, maintenance or use of that specific part of the land leased to you, provided that the "occurrence" giving rise to such "bodily injury" or "property damage" or the offense giving rise to such "personal and advertising injury", takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

f. Lessor of Premises

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

g. Mortgagee, Assignee or Receiver

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

This insurance does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

h. State or Political Subdivisions

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

(1) The following hazards in connection with premises you own, rent, or control and to which this insurance applies:

(a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or

(b) The construction, erection, or removal of elevators; or

(c) The ownership, maintenance or use of any elevators covered by this insurance; or

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(2) The permitted or authorized operations performed by you or on your behalf. But the coverage granted by this paragraph does not apply to:

(a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or government agency or subdivision or political subdivision; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

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

i. **Trade Show Event Lessor**

With respect to your participation in a trade show event as an exhibitor, presenter or displayer, any person or organization .whom you are required to include as an additional insured, but only with respect to such person or organization's liability for "bodily injury", "property damage", or "personal and advertising injury" cause by:

a. Your acts or omissions; or

b. Acts or omissions of those acting on your behalf;

in the performance of your ongoing operations at the trade show premises during the trade show event.

j. **Other Person or Organization**

Any person or organization who is not an additional insured under paragraphs **a.** through **i.** above. Such additional insured is an insured solely for "bodily injury", "property damage" or "personal and advertising injury" for which such additional insured is liable because of your acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:

(1) For "bodily injury," "property damage," or "personal and advertising injury" arising out of the rendering or failure to render any professional services;

(2) For "bodily injury" or "property damage" included in the "products-completed operations hazard." But this provision (2) does not apply to such "bodily injury" or "property damage" if:

(a) It is entirely due to your negligence and specifically results from your work for the additional insured which is the subject to the "written contract"; and

(b) The "written contract" requires you to make the person or organization an additional insured for such "bodily injury" or "property damage"; or

(3) Who is afforded additional insured coverage under another endorsement attached to this policy.

C. ADDITIONAL PROVISIONS PERTINENT TO ADDITIONAL INSURED COVERAGE

With respect only to additional insured coverage provided under paragraphs A. and B. above:

1. The **BUSINESSOWNERS COMMON POLICY CONDITIONS** are amended to add the following to the Condition entitled **Other Insurance**:

This insurance is excess of all other insurance available to an additional insured whether primary, excess, contingent or on any other basis. However, if a "written contract" requires that this insurance be either primary or primary and noncontributing, then this insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.

2. Under **Liability and Medical Expense Definitions**, the following definition is added:

"Written contract" means a written contract or agreement that requires you to make a person or organization an additional insured on this policy, provided the contract or agreement:

a. Is currently in effect or becomes effective during the term of this policy; and

b. Was executed prior to:

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(1) The "bodily injury" or "property damage"; or

(2) The offense that caused the "personal and advertising injury";

for which the additional insured seeks coverage.

II. LIABILITY EXTENSION COVERAGES

It is understood and agreed that this endorsement amends the **Businessowners Liability Coverage Form.** If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement to such provision do not apply.

A. Bodily Injury – Expanded Definition

Under **Liability and Medical Expenses Definitions**, the definition of "Bodily injury" is deleted and replaced by the following:

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

B. Broad Knowledge of Occurrence

Under Businessowners Liability Conditions, the Condition entitled Duties In The Event of Occurrence, Offense, Claim or Suit is amended to add the following:

Paragraphs **a.** and **b.** above apply to you or to any additional insured only when such "occurrence," offense, claim or "suit" is known to:

(1) You or any additional insured that is an individual;

(2) Any partner, if you or an additional insured is a partnership;

(3) Any manager, if you or an additional insured is a limited liability company;

(4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;

(5) Any trustee, if you or an additional insured is a trust; or

(6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This paragraph applies separately to you and any additional insured.

C. Estates, Legal Representatives and Spouses

The estates, heirs, legal representatives and spouses of any natural person insured shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives and spouses only for claims arising solely out of their capacity as such and, in the case of a spouse, where such claim seeks damages from marital common property, jointly held property, or property transferred from such natural person insured to such spouse. No coverage is provided for any act, error or omission of an estate, heir, legal representative or spouse outside the scope of such person's capacity as such, provided however that the spouse of a natural person Named Insured and the spouses of members or partners of joint venture or partnership Named Insureds are insureds with respect to such spouses' acts, errors or omissions in the conduct of the Named Insured's business.

D. Legal Liability – Damage To Premises

1. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, Exclusion **k. Damage To Property**, is replaced by the following:

   k. Damage To Property

   "Property damage" to:

   1. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of

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such property for any reason, including prevention of injury to a person or damage to another's property;

2. Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

3. Property loaned to you;

4. Personal property in the care, custody or control of the insured;

5. That particular part of any real property on which you or any contractors or subcontractors working directly or indirectly in your behalf are performing operations, if the "property damage" arises out of those operations; or

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

Paragraph **2** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **1**, **3**, and **4**, of this exclusion do not apply to "property damage" (other than damage by fire or explosion) to premises:

(1) rented to you:

(2) temporarily occupied by you with the permission of the owner, or

(3) to the contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to Damage To Premises Rented To You as described in Section D – Liability and Medical Expenses Limits of Insurance.

Paragraphs **3**, **4**, **5**, and **6** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **6** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

2. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, the following paragraph is added, and replaces the similar paragraph, if any, beneath paragraph **(14)** of the exclusion entitled **Personal and Advertising Injury**:

Exclusions **c, d, e, f, g, h, i, k, l, m, n, and o**, do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner or to the contents of premises rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to this coverage as described in **Section D. Liability And Medical Expenses Limits Of Insurance.**

3. The first Paragraph under Item **5. Damage To Premises Rented To You Limit** of the section entitled **Liability And Medical Expenses Limits Of Insurance** is replaced by the following:

The most we will pay under Business Liability for damages because of "property damage" to any one premises, while rented to you or temporarily occupied by you with the permission of the owner, including contents of such premises rented to you for a period of 7 or fewer consecutive days, is the Damage to Premises Rented to You limit shown in the Declaration.

E. Personal and Advertising Injury – Discrimination or Humiliation

1. Under **Liability and Medical Expenses Definitions**, the definition of "personal and advertising injury" is amended to add the following:

h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

(1) Not done intentionally by or at the direction of:

(a) The Insured; or

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(b) Any "executive officer," director, stockholder, partner, member or manager (if you are a limited liability company) of the insured; and

(2) Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or person by any insured.

2. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, the exclusion entitled **Personal and Advertising injury** is amended to add the following additional exclusions:

(15) Discrimination Relating to Room, Dwelling or Premises

Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

(16) Employment Related Discrimination

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

(17) Fines or Penalties

Fines or penalties levied or imposed by a governmental entity because of discrimination.

3. This provision **(Personal and Advertising Injury – Discrimination or Humiliation)** does not apply if **Personal and Advertising Injury Liability** is excluded either by the provisions of the Policy or by endorsement.

F. Personal and Advertising Injury - Broadened Eviction

Under **Liability and Medical Expenses Definitions**, the definition of "Personal and advertising injury" is amended to delete Paragraph c. and replace it with the following:

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room dwelling or premises that a person or organization occupies committed by or on behalf of its owner, landlord or lessor.

G. Waiver of Subrogation – Blanket

We waive any right of recovery we may have against:

a. Any person or organization with whom you have a written contract that requires such a waiver.

All other terms and conditions of the Policy remain unchanged.

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IMPORTANT: THIS ENDORSEMENT CONTAINS DUTIES THAT APPLY TO THE ADDITIONAL INSURED IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT. SEE PARAGRAPH C., OF THIS ENDORSEMENT FOR THESE DUTIES.

BLANKET ADDITIONAL INSURED ENDORSEMENT WITH PRODUCTS-COMPLETED OPERATIONS COVERAGE & BLANKET WAIVER OF SUBROGATION

Architects, Engineers and Surveyors

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM
BUSINESSOWNERS COMMON POLICY CONDITIONS

A. Who Is An Insured is amended to include as an insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement; but the written contract or written agreement must be:

1. Currently in effect or becoming effective during the term of this policy; and
2. Executed prior to the:
   a. "Bodily injury" or "property damage"; or
   b. Offense that caused the "personal and advertising injury";

   for which the additional insured seeks coverage

B. The insurance provided to the additional insured is limited as follows:

1. The person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:
   a. Your acts or omissions; or
   b. The acts or omissions of those acting on your behalf,

   in the performance of your ongoing operations specified in the written contract or written agreement; or
   c. "Your work" that is specified in the written contract or written agreement, but only for "bodily injury" or "property damage" included in the "products-completed operations hazard", and only if:
      (1) The written contract or written agreement requires you to provide the additional insured such coverage; and
      (2) This Coverage Part provides such coverage.
2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
3. The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including:
   a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications by any architect, engineer or surveyor performing services on a project of which you serve as construction manager; or
   b. Inspection, supervision, quality control, engineering or architectural services done by you on a project of which you serve as construction manager.

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4. The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of construction or demolition work while you are acting as a construction or demolition contractor.

C. Under **Businessowners Liability Conditions**, the condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended to add the following:

An additional insured under this endorsement will as soon as practicable:

1. Give written notice of an occurrence or an offense to us which may result in a claim or "suit" under this insurance;
2. Tender the defense and indemnity of any claim or "suit" to us for a loss we cover under this Coverage Part;
3. Except as provided for in paragraph **D.2.** below:
   a. Tender the defense and indemnity of any claim or "suit" to any other insurer which also has insurance for a loss we cover under this Coverage Part; and
   b. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a claim or "suit" from the additional insured.

D. With respect only to the insurance provided by this endorsement, the condition entitled **Other Insurance** of the **BUSINESSOWNERS COMMON POLICY CONDITIONS** is amended to delete paragraphs **2.** and **3.** and replace them with the following:

2. This insurance is excess over any other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, But if required by the written contract or written agreement, this insurance will be primary and noncontributory relative to insurance on which the additional insured is a Named Insured.
3. When this insurance is excess, we will have no duty under **Business Liability** insurance to defend the additional insured against any "suit" if any other insurer has a duty to defend the additional insured against that "suit" If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured's rights against all those other insurers.

   When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

   (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

   (b) The total of all deductible and self-insured amounts under all that other insurance.

   We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

E. The condition entitled **Transfer of Rights of Recovery Against Others to Us** of the **BUSINESSOWNERS COMMON POLICY CONDITIONS** is amended to deleted paragraph **2.** and replace it with the following:

2. We waive any right of recovery we may have against any person or organization with whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included within the "products-completed operations hazard."

All other terms and conditions of the Policy remain unchanged.

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Signature:

Email: jdroach@santafenm.gov

Signature:

Email: mtmccoy@ci.santa-fe.nm.us

ITEM # 19-0645

CITY OF SANTA FE
AMENDMENT No. 3 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM#17-0520; 18-0751

AMENDMENT No. 3 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 14, 2017 the "Agreement"), between the City of Santa Fe (the "City") and John Shomaker & Associates, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS

A. Under the terms of the Agreement #17-0520, Contractor has agreed to provide Professional 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. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total two hundred seventy one thousand and one dollar ($271,001) plus applicable gross receipts tax, 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 eighty four thousand two hundred seventy four dollars ($884,274.) plus applicable gross receipts taxes, in total for the term of the Agreement.

2. TERM.

Article 5 of the Agreement is amended to extend the term of the Agreement, so that Article 5 reads in its entirety as follows:

This Agreement shall terminate on June 30, 2020 unless terminated pursuant to Paragraph 6, infra.

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: 8/2/19

CONTRACTOR:
JSAI

NAME & TITLE Steve Finch, V.P.

Date: April 25, 2019

CRS #:02-058266008
Business Registration #:19-00129246

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
cc mtg. - 7-31-19

APPROVED AS TO FORM:

4/22
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

(for M. McCoy) 06.02.19
MARY MCCOY, FINANCE DIRECTOR

52300/510300
Business Unit/Line Item

ITEM # 19.0118

CITY OF SANTA FE
AMENDMENT No. 2 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM#17-0520

AMENDMENT No. 2 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 14, 2017 (the "Agreement"), between the City of Santa Fe (the "City") and John Shomaker & Associates, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

RECITALS

A. Under the terms of the City of Santa Fe Agreement #17-0520, Contractor has agreed to provide professional 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 is amended to include the tasks as outlined in Exhibit "B" attached hereto and incorporated herein.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of sixty five thousand eight hundred twenty five dollars ($65,825) plus applicable gross receipts tax 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 thirteen thousand two hundred seventy three dollars ($613,273), plus gross receipts tax, in total for the term of this Agreement.

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.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: 3/5/19

CONTRACTOR:
John Shomaker & Associates, Inc

NAME & TITLE Steve Finch, V.P.

DATE: March 8, 2019
CRS # 02-058266008
City of Santa Fe Business
Registration # 19-00129246

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
CC mtg. 2/27/2019

APPROVED AS TO FORM:

1/16
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

52300.510300
business Unit/Line

ITEM # 18-0751

CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM#17-0520

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 14, 2017 (the "Agreement"), between the City of Santa Fe (the "City") and John Shomaker & Associates, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

RECITALS

A. Under the terms of the City of Santa Fe Agreement #17-0520, Contractor has agreed to provide professional 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. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of two hundred seventy three seventy hundred twenty four dollars ($273,724) plus applicable gross receipts tax 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 forty seven thousand four hundred forty eight dollars ($547,448), plus gross receipts tax, in total for the term of this Agreement.

2. TERM.

Article 5 of the Agreement is amended to extend the term of the Agreement, so that Article 5 reads in its entirety as follows:

This Agreement shall terminate on June 30, 2019 unless terminated pursuant to Paragraph 6, infra.

3. AGREEMENT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No.1 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: 7/5/18

CONTRACTOR:

NAME & TITLE Steve Finch, V.P.

DATE: 7/12/18

CRS # 02-05826600 8

City of Santa Fe Business Registration # 18-00129246

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

CC mtg. 6/27/18

APPROVED AS TO FORM:

5/7

CITY ATTORNEY

APPROVED:

7-3

FINANCE DIRECTOR

52300.510300
Business Unit/Line

ITEM # 17-0520

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 John Shomaker & Associates, Inc. (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 professional services for the City as outlined in Exhibit "A" attached hereto.

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that it possesses the 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 two hundred seventy three thousand seven hundred twenty four dollars ($273,724.00), plus applicable gross receipts taxes.

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 and approval 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 terminate on June 30, 2018, unless sooner pursuant to Article 6 below. . This Agreement may be extended for three (3) additional twelve (12) month periods, not to exceed four (4) years by the written agreement of the parties amending this Agreement.

6. TERMINATION

A. This Agreement may be terminated by the City upon 30 days written notice to the Contractor.

(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, 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, the 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 named as an additional insured and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

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 arising from Contractor's performance under this Agreement as well as the performance of Contractor's employees, agents, representatives and subcontractors.

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:
Water Division Director
801 W. San Mateo
Santa Fe, NM 87504

Contractor:
Steven T. Finch Jr.
John Shomaker & Associates, Inc.
2611 Broadbent Pkdwy NE
Albuquerque, NM 87107

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

CITY OF SANTA FE:

JAVIER M. GONZALES, MAYOR

DATE: 6/19/17

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
@C mtg 6/14/17

APPROVED AS TO FORM:

5/23
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

ADAM JOHNSON, FINANCE DIRECTOR

CONTRACTOR:

V.P.
NAME & TITLE Steven T. Finch Jr.

DATE: June 16, 2017

CRS #:02-058266008
Business Registration #:17-00129246

52300; 510300; 510310; 510340
Business Unit Line Item

Exhibit A

Scope of Work for John Shomaker and Associates, Inc.

Work Plan 1: Buckman Well Field OSE Permit Compliance Support

The City of Santa Fe (City) is obligated to comply with monitoring and reporting requirements for operating water supply wells under the Buckman Well Field permits. *Buckman Well Field Water-Level Monitoring Program Response to Condition of Approval No. 5, Permit No. RG-20516-S-10 thru RG-20516-S-13, City of Santa Fe,* adopted by all parties and the District Court in 2007, this biennial report summarizes production and water-level data in the City of Santa Fe's Buckman Well Field, documents water-level data and trends for BMP wells, provides 10-year and 40-year drawdown projections for wells in the Buckman Well Field Monitoring Program area, and addresses Permit Conditions 6 and 7, which address whether wells of other ownership may go dry as a result of pumping Buckman Wells 10 through 13 (BW10-13) under permit RG-20516-S-10 through RG-20516-S-13.

Task 1. Water Level Monitoring and Reporting
Contractor will provide an operation and maintenance plan for the Buckman Well Field. Continue with required data collection.

Task 2. Pumping Impacts and Analyses (Depletion Calculations)
Contractor will work with the New Mexico Office of the State Engineer (NMOSE) based upon the review comments of the last Buckman Well Field Monitoring Program biennial report.

Work Plan 2: Northwest Well & City Well Field NMOSE Permit Compliance Support

The City will be obligated to comply with the monitoring and reporting requirements for operating water supply wells under the Northwest and City Well Field permit. Contractor will provide support for Northwest Well and City Well Field permit compliance through monitoring; developing databases; evaluating monitoring results; performing hydrogeologic analysis and interpretation of groundwater data and results; generating and interpreting groundwater-flow model results; preparing monitoring report(s) and communicating with NMOSE, on behalf of the City, as directed by the City.

Task 1. Groundwater Monitoring and Reporting
The purpose of the monitoring plan and reporting in accordance with the Northwest Well Groundwater Monitoring Plan is to collect data to evaluate possible water-level declines in the area of the Northwest Well and the City Well Field. The data may also be used to help improve the simulation of groundwater flow and pumping in the area, and to simulate groundwater pumping in the area to evaluate the causes of possible future water-level declines. The City anticipates the data analysis and reporting for this monitoring plan will emulate the Buckman Well Field Monitoring Program. Contractor will provide these services, as part of the monitoring plan and reporting.

Details of the monitoring plan and reporting are provided in Attachment 1: John Shomaker & Associates, Inc. Proposal in response to RFP #'17/26/P & Attachment 2: March 8, 2017 Meeting notes for Scope of Work and Budget for RFP #'17/26P. The scope of work does not include pump contractor services required for installing sounding tubes in private wells; however, the Contractor will develop a work plan for pump contractor services.

Task 2. Pumping Impacts Analyses (Depletion Calculations)
Also, emulating the Buckman Well Field Monitoring Program, the Contractor will provide annual evaluations of the hydrologic impacts caused by groundwater pumping on streamflows of the Rio Grande and key tributaries Rio Pojoaque-Nambe, Rio Tesuque, and La Cienega Springs shall be conducted. The analyses comprises the use of groundwater flow modeling using the OSE Administrative Model for the City of Santa Fe to predict the rate of streamflow depletions from each of the water supply wells (points of diversion) based on actual rates of pumping.
The Contractor evaluations will include a comparative analysis of the depletions for each river reach with the City's portfolio of surface water rights for the purpose of complying with permit requirements where the City needs to demonstrate that sufficient surface water rights are in place to offset pumping depletions.

Work Plan 3: Santa Fe River Monitoring and Reporting

In 2016, the City initiated surface water monitoring on the Santa Fe River during the period of 'Living River' reservoir bypass flows in May, June, and July. The monitoring report was completed to comply with the requirements within the Administrative Procedures for the Santa Fe River Target Flow Ordinance and monitored streamflows at 7 stations. The monitoring further provided data to evaluate rates of targeted river flows during the annual bypass of flows below Nichols Reservoir, estimated river seepage to the underlying aquifer system, and quantified an overall water budget. The monitoring report concluded that additional monitoring was necessary to improve the understanding of groundwater and surface water interactions along the Santa Fe River as required by Ordinance 2012-10.

The Contractor will perform Santa Fe River monitoring and reporting in compliance with the requirements within the Administrative Procedures for the Santa Fe River Target Flow Ordinance and according to the recommendations of the 2016 Santa Fe River Monitoring Report.

Task 1. Automation of surface water gaging stations
Re-establish the automated measurement of streamflow at the existing staff gages below Nichols Reservoir and at St. Francis Drive at 15-minute intervals. The streamflow measurement requirement within the Administrative Procedures for the Santa Fe River Target Flow Ordinance will be fulfilled by installing pressure transducers at these staff gage locations and using the updated rating curves.

Task 2. Monitoring of Living River bypass flows
The Contractor will conduct five additional seepage runs during Living River bypass flows in 2017. These seepage runs would include measurement stations below Nichols Reservoir, at The Nature Conservancy's diversion gate, downstream of the return flow of Cerro Gordo, adjacent to Camino Pequeño upstream of Acequia Madre, below Acequia Madre (upstream of Patrick Smith Park), above St. Francis Drive (near the Boys & Girls Club), and at Ricardo Road, at a minimum, and would document the end-of-flow point. This will allow the City to update rating curves for the gages below Nichols Reservoir and at St. Francis Drive, update the seepage rate dataset, and update the relationship between flow below Nichols Reservoir and the end-of-flow point. These seepage run events should be accompanied by measurements of shallow water levels from monitoring wells MW-1, A, & B by the Contractor.

Task 3. Santa Fe River Seepage Loss Study
During the seepage runs, the Contractor will also measure streamflow at up to four newly-established stations between Nichols Reservoir and Cerro Gordo Road to study seepage losses and water budget in this reach, and compare seepage losses associated with flow through The Nature Conservancy's river restoration diversion route versus the 'bypass channel' of the Santa Fe River. In addition, the study needs to establish a seepage rate for losses from the 'bypass channel', which may contribute recharge to the lower elevation Two-mile pond. Field reconnaissance will be performed by the Contractor, in coordination with City staff, to identify the new measurement stations between Nichols Reservoir and Cerro Gordo Road and identify any seeps & springs along the reach of the...

Task 4. Monitoring of the diversions and an assessment along the upper Santa Fe River.
The Contractor will monitor the following points of interest, to include 1) Acequia Cerro Gordo, 2) Acequia Madre (upper), 3) Two-mile pond exit flume, and 4) The Nature Conservancy's diversion head gate. Each of these Santa Fe River diversions are currently not quantified; therefore, the goal for the Contractor will be to develop a method for monitoring diversions, instrument diversions, collect diversion data and assessing the data for year 2017. This task includes the purchase of data logger/transducers with supporting accessories and the necessary materials needed for installation, see Attachment 3: April 5, 2017 Meeting notes for Scope of Work and Budget the Upper Santa Fe River Diversion Monitoring & Assessment. Finally, the Contractor will prepare report of the findings, and provide recommendations for permanent diversion monitoring equipment.

Task 5. Santa Fe River Monitoring Report
Contractor will update the Santa Fe River Monitoring Report for 2017 and will include recommendations for enhancements to the monitoring program including monitoring methodologies and frequencies and use of new monitoring technologies where appropriate. Included in the update shall be identification of Santa Fe River target flows, aka 'Living River' flows, versus Acequia irrigation

delivery flows versus stormwater flows that have occurred in the Santa Fe River channel below Nichols Reservoir, especially during precipitation events in the spring and during the 'monsoon' season.

Task 6. Work Plan Schedule & Budget
The Contractor will provide a work plan, including a description of the field monitoring program, data analysis and reporting, along with a proposed schedule and budget.

Work Plan 4: Return Flow / Discharge Credit Plan

The City is seeking to develop a return flow/discharge credit strategy for its ongoing discharges from the Paseo Real Wastewater Treatment Plant to the Santa Fe River. The City is interested in utilizing a portion of these return flows as a means to offset La Cienega depletions caused by the diversion of groundwater for municipal supply under Buckman Well Field Permits RG-20516- et al. The Return Flow Plan will be integrated with the City's conjunctive water management strategy which includes San Juan Chama and Santa Fe River surface water sources, Buckman and City Well Field groundwater sources, indirect potable reuse, and conservation to maximize use of available water resources while providing operational flexibility and water supply reliability.

The Contractor will develop a work plan providing a technical approach to utilize existing geohydrologic data and any supplemental field data collected as determined necessary to address data gaps and complete this plan which will include developing an integrated site conceptual model that describes the surface and groundwater interactions, seepage rates and recharge of underlying aquifer system from Santa Fe River releases, and an overall water budget of the hydrologic system including: diversions; seepage losses; evapotranspiration effects and other analyses necessary to satisfy OSE requirements, so that the return flows satisfy the City's groundwater pumping offset requirements. The plan should comply with OSE's Policy on discharge credits (Return Flow - #4-2009) and other relevant regulatory policy documents.

Task 1. Confirm Availability of Treated Effluent For Return Flow or Discharge Credits
The purpose of this task is to quantify the amount of treated effluent that can be committed for return flow or discharge credits. The Contractor will prepare a draft technical memorandum detailing recommendations and present the results to City Staff for feedback. The proposed quantity of treated effluent allocated for the plan will be integrated with the City's water management strategy.

Task 2. Determine Annual Quantity of Discharge Credit Requested
The NMOSE recommends that the City prepare a conservative estimate of the maximum annual discharge credit requested based on full amount of pumping for 100 years. The Contractor will quantify the La Cienega offset requirements for the Buckman Well Field and other potential future pumping using the administrative model.

Task 3. Prepare Project Map
The NMOSE requires a project map detailing points of diversion requiring discharge credits, the reach where discharge credits will occur, monitoring points used for quantifying recharge, and reaches of the stream flor which offset is proposed. The Contractor will prepare a project map that will be incorporated into a plan to be submitted to NMOSE.

Task 4. Description of Discharge and Quantification Method
The Contractor will develop a metering plan for discharge quantification as required by the NMOSE. A sound approach may be to perform metering at a 15-minute interval for one year in order to refine the quantification of percent streamflow infiltrated and overall water balance. Discharge credits for subsequent years can then be based on the metered discharge multiplied by a conservative factor derived from the one-year "test" dataset.

Task 5. Hydrologic analysis to demonstrate that discharge water will offset stream depletions due to applicant's pumping Quantification of Discharge Credit Capacity
The Contractor will provide a hydrologic analysis report that will include an integrated site conceptual model describing the surface and groundwater interactions, seepage rates and recharge of underlying aquifer system from discharges, and an overall water budget to satisfy NMOSE requirements for demonstrating discharge credits.

Task 6. Notice of Intent to Discharge
NMOSE requires proof of a permit from the NMED for discharges to groundwater. This should already be covered under DP-289. However, the permit may need to be modified for discharges to stream segments other than the lower Santa Fe River. If discharge plan permit modification is required, the Contractor will provide recommendations for proposed modifications.

Task 7. Submit Plan to NMOSE
Results from Tasks 1 through 6 will be compiled into a draft plan for the City to review. The Contractor will present the results of the plan to the NMOSE Hydrology Bureau and Water Rights Division. Comments from the NMOSE will be addressed and the final plan will be submitted to the NMOSE for review and consideration.

Work Plan 5: Depletion Management Strategy and Water Rights Acquisition Plan

Offset Acquisition Targets – In order to comply with the City of Santa Fe's groundwater well permits from the New Mexico Office of the State Engineer (OSE), the City is required to provide "offsets" in the form of surface water rights from five different administrative basins: 1) Middle Rio Grande, 2) Upper Rio Grande, 3) La Cienega, 4) Nambe-Pojoaque, and 5) Tesuque, although the vast majority are located in the Middle Rio Grande. When the City pumps groundwater from any of the wells having offset requirements, the OSE utilizes an administrative groundwater model to determine the impacts of that pumping in each impacted administrative basin and determines the

quantity and duration of the impacts from a given year's groundwater pumping. The acquisition of offsets is a difficult and expensive process for the City and the purpose of this work plan will be to ease that burden by the Contractor determining offset acquisition targets based on projected pumping and acceptable rates of groundwater decline. These targets will be specific quantities of water rights for each administrative basin based on acceptable rates of pumping and groundwater decline from the Buckman Well Field, City Well Field, Northwest Well, and potential future alternate points of diversion for optimizing the City Well Field.

Task 1. Evaluating the City's existing water rights portfolio
The Contractor will evaluate the City's existing water rights portfolio in the Water Bank database to understand all details for each existing water right permit. As part of this task, the Contractor will prepare a map showing the location of all permits in the Water Bank database.

Task 2. Evaluation of Offset Requirements
The Contractor will work with the City to develop a series of model runs for the evaluation of offset requirements. The Contractor proposes a maximum of 20 model run scenarios, which will include serval iterations to evaluate the Northwest well settlement conditions of approval. The Contractor will perform the administrative model runs required to compare past, current and future (projected) pumping schedules to determine the optimal strategy for surface water right acquisitions to satisfy offset requirements. Results will be presented in a technical memorandum with graphs, maps, and summary tables.

Task 3. Evaluation of Offset Potential
The offset potential varies, and depends if the water right is for diversion of surface water or groundwater, and the proof of beneficial use. Offsets from surface water rights may be limited by the consumptive use rather than the diversion quantity, and offsets from groundwater rights will be subject to proximity to the stream system and administrative model results. The Contractor will evaluate the offset potential for each water right considering the above factors.

Task 4. Develop Recommended Strategy
The results from tasks 1 through 4 will be used to develop a recommended strategy for the City to implement strategic water rights purchases in the 5 stream systems. The strategy will also include results from Work plan 4 (discharge credit plan). The Contractor will present draft recommendations to obtain feedback from the City, and then prepare a summary report.

Work Plan 6: Potential Water Right Purchase Evaluations

The Contractor will provide written evaluations of water rights under consideration originating either as City purchases or as privately owned water rights being transferred to the City of Santa Fe Water Bank. The scope and purpose of the evaluation is to determine the legitimacy of the right and the amount likely to be approved for transfer by the New Mexico Office of the State Engineer. Water rights under consideration as City purchases shall be paid directly by the City of Santa Fe and the bid should be identified

as a per-unit estimate for each evaluation and a total cost based on providing five such assessments per year. In addition, evaluations will be required for privately owned water rights being proposed for transfer into the City's Water Bank. The cost of these evaluations is borne by the applicant and will be paid directly from that entity. Evaluations by the Contractor of private water rights are not expected to occur more frequently than ten times per calendar year.

Task 1. Evaluation methods
The purpose of the evaluation is to determine the legitimacy of the right and the amount likely to be approved for transfer by the NMOSE. The Contractor will complete a review of water rights documents to determine risks of transfer, such as permit status and potential proof of beneficial use; determine the value of the potential water right transfer to the City; and calculate potential use for the City as offsets or diversions.

Task 2. Written Evaluation
The Contractor will provide written evaluations of water rights under consideration originating either as City purchases or as privately owned water rights being transferred to the City of Santa Fe Water Bank. The written evaluation will include a summary of the water right consider and the results of the evaluation. If appropriate, the Contractor will provide other innovative recommendations to consider, such as alternative use of water right, transfer conditions for privately owned water right such as use of proposed development open space for Aquifer Storage & Recovery.

Work Plan 7: Stream Design Flows for Water Quality Standards

The New Mexico Environment Department (NMED) Surface Water Quality Bureau certifies permits for the National Pollutant Discharge Elimination System (NPDES), which is administered by the U.S. Environmental Protection Agency under the Clean Water Act of 1972. The NMED methodologies utilize streamflow data for NPDES permitting and establishment of TMDL's for both point and nonpoint pollutant sources. The Contractor will develop the low-flow frequency, streamflow estimates for the Santa Fe River in the vicinity of the wastewater treatment plant to support ongoing effort to determine the assimilation capacities of receiving water and to use as the minimum discharge at which the New Mexico water-quality standards are applied. These low flow stream flow data will be used to evaluate NMEDs standards based on the 4Q3 - Minimum flow over 4 consecutive days once in 3-years and 7-day, 10-year minimum flow (7Q10) conditions for establishing critical site-specific low flow development needed to evaluate total maximum daily loads (TDMLs). The Contractor will work closely with the City, the City's engineering consultants, and NMED in achieving these work plan goals.

Task 1. Initial Field Reconnaissance of Lower Santa Fe River
The Contractor will perform an initial field reconnaissance of the Santa Fe River for the reach(s) of concern. The purpose will be to identify access for monitoring locations and field condition of monitoring locations. For efficiency, the work

could be performed concurrently with Work plan 3. Results of the field work will be used to develop the monitoring design.

Task 2. Development of Monitoring Design
The Contractor will provide a monitoring design that will delineate the locations, frequency, and types of streamflow monitoring needed to support alternative regulatory low flow calculations for the NPDES permit. The monitoring design will also include methods for data collection that are consistent with NMED requirements. The Contractor will present draft results of the monitoring design to the City and NMED for feedback. The Contractor will provide a final report that can be submitted to NMED.

Task 3. Technical Support with Modification of Water Quality Standards
The Contractor will work with the City, the City's engineering consultants, and NMED and provide technical support with permitting strategy for modification of existing water quality standards.

In summary, the Contractor shall submit brief work plan(s), expanding detail on the work plans listed above, describing its approach to satisfy the work plan objectives and subsequent tasks, along with a schedule to indicate how the work will be accomplished. These brief work plan(s) should be prepared such that it can be incorporated with only minor modifications. The Contractor will be expected to conduct monthly progress review meetings to go over progress of the work plan(s), in addition to those tasks needed to complete the professional services agreement scope of work.

Attachment 1: John Shomaker & Associates, Inc. Proposal for RFP #'17/26/P
Attachment 2: JSAI March 8, 2017 Meeting Notes for RFP #'17/26/P Proposal
Attachment 3: JSAI April 5, 2017 Revised Scope of Work & Budget for Task 4 of Santa Fe Monitoring & Reporting.

Budget for one-year project (FY 2017-18)

Work Plan 1: Santa Fe River Monitoring & Reporting	$ 40,354
Work Plan 2: Northwest Well & City Well Field NMOSE Permit Compliance Support	$ 35,074
Work Plan 3: Santa Fe River Monitoring and Reporting	$ 33,566
Addition of Task 4	$ 31,000
Work Plan 4: Return Flow / Discharge Credit Plan	$ 26,070
Work Plan 5: Depletion Management Strategy and Water Rights Acquisition Plan	$ 48,290
Work Plan 6: Potential Water Right Purchase Evaluations	$ 26,023
Work Plan 7: Stream Design Flows for Water Quality Standards	$ 33,347
TOTAL	$ 273,724
GRT Cost (8.3125%)	$ 22,753
GRAND TOTAL	$ 296,477

Signature: Geralyn Cardenas
Geralyn Cardenas (Aug 17, 2020 08:29 MDT)

Email: gfcardenas@santafenm.gov

GB 20-0384 John Shomaker & Associates, Inc - not executed

Final Audit Report 2020-08-17

Created:	2020-08-14
By:	YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAtWDdMd62INxRhJRs51ELUo_0ynt9xE0g

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City of Santa Fe
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2020-08-17 - 4:26:38 PM GMT

City of Santa Fe, New Mexico

memo

Date: February 28, 2021

To: Public Utilities Committee
Finance Committee
City Council

Via: Shannon Jones, Public Utilities Department Director SJ
Jesse Roach, Water Division Director JR

From: Bill Schneider, P.G., Water Resources Coordinator WHS

RE: Amendment No. 5 to Professional Services Agreement (PSA) 19-0645 with John Shomaker and Associates Inc. (JAI) and Budget Adjustment Request (BAR)

ITEM AND ISSUE

Request for approval of Amendment #5 to with JSAI, Inc. for 2 Capital Improvement Projects (CIP):

1. Installation of an inclinometer sensor (SENSOR) to monitor the stability of the sloped earthen dam that form Nichols Reservoir. The permanently-installed SENSOR is a requirement for dam safety to ensure that no movement or instability occurs during the excavation and reconstruction of the Nichols outlet conduit.
2. Development of a Conceptual Work Plan (PLAN) and Feasibility of Aquifer Storage and Recovery (ASR) at Buckman Wells 10-13. The PLAN will comprise a technical evaluation of the hydrogeologic framework, water rights, permitting, water quality and utilization of existing infrastructure to maximize water supply, environmental benefit and water system resiliency.

BACKGROUND AND SUMMARY

PSA #19-0645 was competively bid via an RFP process for City of Santa Fe Water (CoSFW) to obtain specialized technical hydrogeologic services. First, Amendment #5 will enable CoSFW to address time-critical dam safety requirements to enable to Nichols Dam reconstruction efforts to remain on track and provide real-time monitoring of the stability of the earthen dam face during the outlet conduit repairs. Inclinometer installation work includes project management, OSE permitting, drilling through the dam embankment to bedrock, installing a casing, providing instrumentation and data logging with field calibration and testing of the SENSOR. The cost to complete this work is bid at $65,344.44 plus GRT. Second, Amendment #5 will provide CoSFW the ability to develop a PLAN for ASR at BWF 10-13 as part of its 40- and 80-year water planning efforts through the Santa Fe Water 2100 process and will be completed in accordance with Resolutions 2019-56 and Resolution #$_{2017\text{-}18}$(ASR Resolution #). The cost to complete the PLAN is $23,193.13 plus GRT.

ACTION REQUESTED

Staff requests approval of Amendment #5 to PSA with JSAI for specialized technical hydrogeological services to support dam safety requirements as part of the Nichols outlet conduit repair efforts and to

support an ASR evaluation at BWF 10-13 as part of Santa Fe Water 2100 planning efforts. Staff requests approval of the Budget Increase (BAR) to complete these 2 task order for a total of $88,536.57, plus GRT from the Water Enterprise Cash Balance to the CIP Engineering fund for FY 20/21. Funding will be available under Obj / Org 5050395.572960 with approval of attached BAR.

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

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

DEPARTMENT / DIVISION NAME	DATE
PUD/Water/	3/3/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Water CIP WIP Design	5050385	572960	WTR1950508	93,683	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 93,683	$ -

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

Budget Increase from Cash Balance in Water Enterprise Fund for contract amendment #5 with JSAI for 1. Installation of an inclinometer sensor (SENSOR) to monitor the stability of the sloped earthen dam that form Nichols Reservoir. Development of a Conceptual Work Plan (PLAN) and Feasibility of Aquifer Storage and Recovery (ASR) at Buckman Wells 10-13.

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
505	(93,683)
TOTAL:	**(93,683)**

Maya Martinez 3/3/2021
Prepared By *{print name}* Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

AJH
AJH (Mar 9, 2021 09:12 MST)
Budget Officer Date

Division Director Signature *{optional}* Date

Shannon Jones

Finance Director *{≤ $5,000}* Date

Department Director Signature Date

City Manager *{≤ $60,000}* Date

CITY OF SANTA FE
AMENDMENT No. 5 TO
PROFESSIONAL SERVICES AGREEMENT
#17-0520; 18-0751, 19-0118, 19-0645, 20-0384

AMENDMENT No. 5 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 14, 2017 the "Agreement"), between the City of Santa Fe (the "City") and John Shomaker & Associates, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS

A. Under the terms of the Agreement #17-0520, Contractor has agreed to provide Professional 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

The Contractor shall provide professional services for the City as outlined in Exhibit “E” attached hereto.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total eighty eight thousand five hundred thirty six dollars and fifty-seven cents ($88,536.57) plus applicable gross receipts tax, as outlined in Exhibit “E” 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 one million one hundred seventy thousand three hundred seventy dollars and fifty seven cents ($1,170,370.57) plus applicable gross receipts taxes, in total for the term of the Agreement.

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:_____

CONTRACTOR: JSAI

Steve T. Finch, Jr., CPG, PG
NAME & TITLE

Date: 3/4/2021

CRS #:02-058266008
Business Registration #: 225084

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC, CITY CLERK

APPROVED AS TO FORM:

Marcos Martinez
Marcos Martinez (Mar 4, 2021 08:00 MST)

_____
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY MCCOY, FINANCE DIRECTOR

5050395.510320 AL
Business Unit/Line Item AL

February 24, 2021

William H. Schneider
Santa Fe Water Division
City of Santa Fe
801 W. San Mateo Rd
Santa Fe, New Mexico 87505 whschneider@santafenm.gov

RE: Proposed FY2020 Hydrogeologic Services Contract Amendment, Contract # 19-0645, Munis Contract # 3200871, P.O. #22100907

Dear Bill:

As requested by the City of Santa Fe Water Division, John Shomaker & Associates, Inc. (JSAI) has prepared this proposed contract Amendment for the referenced hydrogeologic services contract for Fiscal Year 2020 (FY2020). FY2020 begins July 1, 2020 and ends June 30, 2021.

The JSAI Hydrogeological Services Contract is specifically for the following service:

- Hydrology
- Hydrogeology
- Permit compliance
- Management requirements

The proposed Amendment relates to additional items for the Water Division within the existing purview of Hydrogeologic Services Contract # 19-0645, Munis Contract # 3200871. The proposed Amendment includes the following items:

Task A – Subcontract Drilling Contractor and equipment provider for installation of inclinometer in Nichols Reservoir Dam. Work proposed for Amendment Task A includes subcontracting the drilling contractor and instrumentation provider, and management of subcontractor. The drilling contractor is to drill one 100 ft hole into Nichols Dam and install 1-inch diameter tube cemented in place. The equipment provider will install the inclinometer equipment. JSAI will develop a work plan and solicited drilling bids from qualified drilling contractors requesting unit pricing. A cost estimated has already been provided by the equipment provider BDI (see attached). Total cost to complete Task A is provided in the table below.

Item	cost
JSAI subcontract management	$2,680.00
Drilling subcontractor	$7,336.00
Instrumentation subcontractor	$45,812.58
Carrying Charge (10%)	$5,314.86
JSAI Field Services/reporting	$4,200.00
SUB-TOTAL	$65,343.44
NMGRT	$5,145.80
TOTAL	$70,489.24

JSAI will track the subcontractor unit costs, to ensure the City of Santa Fe will only be invoiced for subcontractor work performed.

Task B – Assist the Water Division with developing the Buckman Well 10-13 Aquifer Storage and Recovery concept. This task includes the following:

1. The BW10-13 ASR concept will include a brief summary of 1) the source(s) of water used for the project, 2) potential size of project (e.g. quantity of water), 3) proposed recharge method(s), 4) proposed recharge locations, and 5) primary recovery well(s). The concept will also outline land access and permitting requirements.
2. Perform groundwater flow model analysis of the ASR Concept. One dimension vadose zone model will be used for estimating recharge to groundwater. The NMOSE administrative model will be used to evaluate recharge and recovery effects.
3. Prepare a report that outlines the BW10-13 ASR Concept and feasibility

Work under Task B is proposed to be time and materials with a not to exceed of $23,193.13.

Cost Estimate

The total estimated cost for contract Amendment is **$93,682.37** (includes New Mexico Gross Receipts Tax. JSAI will provide monthly updates with invoiced time and materials incurred for this amendment.

Sincerely,

JOHN SHOMAKER & ASSOCIATES, INC.

Steven T. Finch, Jr., CPG, PG
V.P., Principal Hydrogeologist-Geochemist

STF:sf

ENVIRO-DRILL, INC. — AUTHORIZATION FOR DRILLING SERVICES

CLIENT NO. 14036
CLIENT JOHN SHOMAKER & ASSOCIATES
2611 BROADBENT PKWY, NE
ALBUQUERQUE, NM 87107

PROPOSAL / JOB NO. 2381PH086
CONTRACT REPRESENTATIVE STEVE FINCH
DATE & TIME TO BE ON SITE TBA
OSHA SAFETY LEVEL C

TELEPHONE 505-345-3407 EMAIL SFINCH@SHOMAKER.COM ESTIMATED WORK DAYS 1
PROJECT NICHOLS DAM
LOCATION SANTA FE, NM

SCOPE OF WORK
ENVIRO-DRILL, INC. (EDI) WILL FURNISH THE MATERIAL & LABOR NECESSARY TO PERFORM THE FOLLOWING SERVICES

☑ GEOTECHNICAL ☐ ENVIRONMENTAL ☑ TIME & MATERIALS ☑ PER FOOT RATES ☐ LUMP SUM ☐ LABOR

☑ VERTICAL ☐ ANGLE ☑ HOLLOW STEM ☐ ODEX ☐ ROTARY: AIR / MUD ☐ CORE ☐ OTHER:
☐ MONITOR WELL ☐ VAPOR ☐ PIEZOMETER ☐ EXPLORATION ☐ WELL ABANDON ☐ PUSH RIG ☑ RIG TYPE: CME 75

NO. HOLES: 1 DEPTHS: 100' INSTALL INCLINOMETER NO. HOLES: DEPTHS:
NO. HOLES: DEPTHS: NO. HOLES: DEPTHS:

SAMPLE: ☑ STANDARD SPLIT-SPOON ☑ RING ☐ MODIFIED CALIFORNIA ☐ CONTINUOUS ☐ BULLNOSE ☐ PERCOLATION / INFILTRATION ☐ HYDROPUNCH
SAMPLE INTERVAL: ☑ CLIENT DIRECTION **SLEEVES:** ☐ CLIENT ☐ EDI **SIZE:**

BACKFILL: ☐ CUTTINGS ☑ GROUT ☐ BENTONITE **CAP OFF WITH:** ☐ ASPHALT ☐ CEMENT **CUTTINGS:** ☑ GROUND ☐ DRUM

DECONTAMINATION SERVICES **BEFORE / AFTER PROJECT:** ☐ YES ☑ NO **DECONTAMINATE ON SITE:** ☐ YES ☐ NO **FLUIDS:** ☐ DRUM ☐ LEAVE ON GROUND

CLIENT AGREES TO PROVIDE:
• ALL UTILITY CLEARANCES, BOTH PUBLIC & PRIVATE, LISTING ENVIRO-DRILL, INC. AS EXCAVATOR. LOCATOR(S) SERVICE & REFERENCE NUMBER LISTED.

LOCATOR **ORDER NO.**
LOCATOR **ORDER NO.**
• HEALTH & SAFETY PLAN • ACCESS & EGRESS TO SITE(S) LOCATION & SITE(S) ACCESSIBLE TO CONVENTIONAL DRIVE, TRUCK-MOUNTED RIGS.

ADDITIONAL INFORMATION: PRICES GOOD FOR 90 DAYS AFTER WHICH A REVIEW WILL BE REQUIRED.

FEES & CHARGES
FEES FOR SERVICES WILL BE **(A)** LUMP SUM OF: **(B)** IN ACCORDANCE WITH FEE SCHEDULE BELOW WITH AN ESTIMATE OF: $7336
PAYMENT FOR SERVICES WILL BE PAID: ☐ IN ADVANCE ☐ UPON RECEIPT OF INVOICE ☑ AGREEMENT / TERMS

RENTALS & EXPENDABLES ARE INVOICED AT EDI COST PLUS 25%, F.O.B. JOB SITE. JOB SUPPLIES PURCHASED & NOT USED WILL BE RETURNED TO VENDOR & CLIENT WILL BE INVOICED FOR VENDOR'S RESTOCKING CHARGE PLUS 25%. ALL/ANY TAXES ARE THE RESPONSIBILITY OF THE CLIENT UNLESS OTHERWISE STATED.

PAY CODE	DESCRIPTION	QUANTITY	UNIT RATE	AMOUNT
	MOBE	1	750	750
	DRILLING OPERATIONS - PER FOOT	100	25	2500
	WELL SUPPLIES - PER FOOT	100	20	2000
	ANNULAR SEAL - PER FOOT	100	8	800
	DEMOBE	1	750	750
	STANDBY - PER HOUR	-	175	-

AGREEMENT

THE STANDARD TERMS AND CONDITIONS SET FORTH ON THE REVERSE OF THIS FORM ARE AN INTEGRAL PART OF THIS CONTRACTUAL AGREEMENT. THE STANDARD TERMS AND CONDITIONS LIMIT THE LIABILITY OF ENVIRO-DRILL, INC. (EDI) TO CLIENT. TOGETHER WITH THE FOREGOING SCOPE OF WORK AND THE RELATED FEES AND CHARGES, THE STANDARD TERMS AND CONDITIONS COMPRISE THE ENTIRE AGREEMENT (THE AGREEMENT) BETWEEN CLIENT AND EDI WITH RESPECT TO THE SCOPE OF WORK.

IN THE EVENT A WRITTEN MASTER AGREEMENT, SIGNED BY BOTH CLIENT AND EDI, IS PRESENTLY IN EFFECT THAT BY ITS TERMS IS INTENDED TO GOVERN THE SCOPE OF WORK DESCRIBED ABOVE, THEN THE TERMS AND CONDITIONS OF SUCH AGREEMENT SHALL CONTROL IF IN CONFLICT WITH THE STANDARD TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS FORM.

RODNEY HAMMER 02-24-21
ENVIRO-DRILL, INC. PROJECT MANAGER DATE

THE UNDERSIGNED, ACTING AS A DULY AUTHORIZED REPRESENTATIVE OF CLIENT, HAS REVIEWED THE ABOVE SCOPE OF WORK AND RELATED FEES AND CHARGES AND ALL OTHER PARTS OF THE AGREEMENT, AND HEREBY ACCEPTS THE AGREEMENT AND AUTHORIZES EDI TO PROCEED.

CLIENT

BY (SIGNATURE) DATE

PRINT NAME TITLE

CLIENT JOB NO. / PURCHASE ORDER NO. / WORK ORDER NO.

© 06/27/14 WTI,Inc.

STANDARD TERMS AND CONDITIONS

The Agreement between Enviro-Drill, Inc. ("EDI") and Client shall include and be subject to EDI's Proposal and these Standard Terms and Conditions. The terms of the Agreement shall prevail over any different or additional terms contained in any document to which EDI's work relates. EDI's commencement of work shall constitute Client's acceptance of the Agreement.

1. SERVICES

1.1 EDI agrees to render such services requested in writing by Client that are stated in the Scope of Services or similar written agreement. EDI shall have no responsibility to perform services beyond such requests, and none shall be imputed or implied.

1.2 The services rendered by EDI are for the benefit of Client alone and relate only to conditions observed at specified locations at the time EDI's work is performed. There are no intended third-party beneficiaries to this Agreement, and nothing herein shall create a contractual relationship with or claim or cause of action in favor of a third party against EDI.

2. PAYMENT

2.1 EDI will invoice Client monthly for services performed. Client shall pay such invoices upon receipt without deduction for retention or offset. **Failure to pay within 60 days of invoice shall operate to release EDI from any and all claims that Client may have; Client further shall have no right to use or rely on any report prepared by EDI, and shall return all such reporting to EDI.** Furthermore, EDI shall have the right to immediately terminate and cease performance of all services then being performed for Client on any contract and project until all amounts owed are received by EDI. Interest shall accrue on the unpaid balance of any invoice not paid in full within 30 days at the rate of 1.5% per month. Collection agency fees, attorneys' fees, and associated costs that are incurred by EDI to collect past-due invoices (including post-judgment fees and costs) shall be payable by Client.

2.2 Unless otherwise stated, estimates of fees are only estimates and shall not be regarded as "lump sum" or "fixed price" or "guaranteed maximum" compensation. Client remains obligated to pay EDI's invoices for actual work performed, whether or not the fee estimate is exceeded. For work requested by Client that is additional to or outside the written Scope of Services and/or written service request, Client shall sign such documentation requesting such work or services and process and pay EDI's invoices.

2.3 Delays resulting from factors beyond the reasonable control of EDI shall extend the completion time for the scope of work commensurately. Client shall pay EDI for services performed to the delay commencement time plus delay charges. Delay charges shall include personnel and equipment rescheduling and/or reassignment adjustments and all other related costs directly and/or indirectly attributable to such delays.

3. STANDARD OF CARE

The services referred to herein will be performed in accordance with the general standard of care practiced locally by providers of such services, and relate only to the conditions observed or samples tested at the time and place reported. EDI makes and intends no other warranty or representation, express or implied.

4. WATER IN BOREHOLES

EDI will make reasonable efforts to advance auger boreholes without putting water in the holes, but reserves the right to add water at the operator's discretion.

5. PERMITTING

EDI will not start any drilling operation on any project that requires permits unless a valid permit is in the possession of the drill operator.

6. SAFETY

Work will be performed only under safe conditions. Client shall be charged a reasonable fee for safety or security measures required by unsafe job conditions.

7. HAZARDOUS MATERIALS AND OTHER SITE CONDITIONS

EDI does not create, generate, arrange for or transport, dispose, own, or store hazardous materials or operate any such facility in the performance of its work. Client shall maintain possession of and be responsible for the removal and disposal of all hazardous materials including, but not limited to samples, drilling mud, fluids and cuttings, decontamination and well development fluids, and used protective gear and equipment. Client assumes full responsibility for compliance with the provisions of RCRA and any other federal or state statute or regulation governing the handling, treatment, or storage and disposal of hazardous wastes and pollutants. Client shall be solely responsible for notifying all appropriate agencies and prospective buyers of the existence of any hazardous or dangerous materials located on or in the project site, or discovered during the performance of the Agreement, as may be required or advised by such agencies and buyers.

8. INDEMNITY AND INSURANCE

Client agrees to indemnify, defend, and hold harmless EDI against, from, and regarding all liabilities, damages, injuries (to any person or property, including air or ground pollution or environmental impairment arising out of or in any way connected with or related to EDI's services), losses, fees (including experts' fees and attorneys' fees in defending such matters and in enforcing the terms of this paragraph), costs, and expenses, including but not limited to delay of the project, reduction of property value, fear of or actual exposure to or release of toxic or hazardous substances, and any consequential damages of any kind, arising out of, occasioned by, or in any way connected with the acts, inaction, conduct, fault, negligence and/or ownership of Client or any other person or entity. Client shall be adequately insured. Client and its insurers jointly and severally waive subrogation against EDI and its insurers.

9. ASSUMPTION OF RISK

Client acknowledges that, while necessary for investigations, commonly used exploration methods such as drilling borings or excavating trenches involve an inherent risk that the exploration method may cause cross-contamination to the aquifer or an uncontaminated aquifer. While backfilling with grout or other accepted practices are intended to provide a seal between aquifers, Client accepts that such a seal may be imperfect and that there is an inherent risk of contamination or cross-contamination that arises from drilling borings, excavating trenches or implementing other methods of exploration on a site where Hazardous Materials are known or suspected to exist. Client assumes all risks of the foregoing.

10. UTILITIES

When performing its work, EDI will take reasonable precautions to avoid damage or injury to subterranean structures or utilities. However, Client shall indemnify, hold EDI harmless and defend EDI for and against any damages to such structures and utilities which are not called to EDI's attention and correctly shown on the plans furnished to EDI in connection with its services. It is the obligation of Client to contact appropriate utility companies and/or private utility locators for information regarding buried utilities, mark such utilities and take other reasonable precautions to prevent damage or injury.

11. OWNERSHIP; DOCUMENTS AND DATA

All work papers (including reports, borehole logs, field notes, laboratory notes, laboratory test data, calculations and other documents prepared by EDI), copies of Client documents, electronic data files and other work product generated by or for EDI in connection with the Scope of Work are the property of EDI and are for the exclusive use of EDI and at EDI's sole and absolute discretion may be destroyed at any time during or after completion of the work. Client's right to use the information provided by EDI is expressly conditioned upon Client's prompt payment to EDI of all sums due under the Agreement. Because data stored on electronic media can deteriorate or be modified without EDI's knowledge or control, Client assumes all responsibility for the completeness, correctness, and/or readability of electronic data. Client will indemnify, defend, and hold EDI harmless of and from the use of and any reliance upon any part of said electronic data and/or anything generated from them. Notwithstanding the foregoing, the controlling document regarding any document prepared by EDI shall remain and always be the signed hard-copy paper document, and not any electronic form or format of such document. Client shall not assign this Agreement, any of EDI's reporting or work product, or any legal or equitable claim involving EDI, without the express written consent of EDI. Any purported assignment without the express written consent of EDI shall be null and void.

12. LIMITATIONS OF LIABILITY

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, EDI'S TOTAL AGGREGATE LIABILITY TO ANY PERSON OR ENTITY, INCLUDING CLIENT, ARISING OUT OF THE WORK DONE BY EDI UNDER THIS AGREEMENT SHALL BE STRICTLY LIMITED TO THE GREATER OF $50,000 OR THE FEE CHARGED FOR EDI'S SERVICES HEREUNDER. EDI shall not be liable for loss of profit, delay, or for any special, incidental, indirect, or consequential damages of any kind, nature or description, from any cause whatsoever. No action or claim of any kind whatsoever, whether in law or equity, may be brought against EDI regarding any work performed by EDI, more than two years after the cessation of EDI's work. No officer, director, principal, employee, or agent of EDI shall ever be personally sued, joined, liable, or responsible regarding any claim whatsoever in any manner arising from this Agreement. **ALL SUCH ACTIONS ARE ABSOLUTELY BARRED AND CLIENT ABSOLUTELY AND IRREVOCABLY RELEASES SUCH INDIVIDUALS FROM ALL ACTIONS, CLAIMS, LIABILITIES, AND RESPONSIBILITY.**

13. CONTAMINATED EQUIPMENT AND CONSUMABLES

Any of EDI's equipment that becomes contaminated by Hazardous Materials encountered at work must be decontaminated and contaminated consumables must be disposed of properly. Client agrees to pay EDI for its costs associated with decontamination of equipment and disposal and replacement of contaminated consumables. For purposes of this Agreement, any equipment that cannot be decontaminated shall be considered a consumable.

14. SECURITY INTEREST

Client hereby grants EDI a security interest in the materials and equipment furnished by EDI to secure payment of any and all monies due pursuant to this Agreement, and agrees that EDI has all remedies provided by law in the event of Client's default on payment. Client agrees that all materials, pumps and equipment used by EDI in completing the work shall remain the personal property of EDI and do not become fixtures until payment in full is received by EDI.

15. FEES AND COSTS

In the event of any claim or litigation arising out of the work, including the Agreement, the prevailing party shall be entitled to an award of its attorneys' fees, consultants' fees, and costs.

© 06/27/14 WTI, Inc.

February 4, 2021

Justin Stoeber, P.E.
Senior Dams Engineer
AECOM
7595 Technology Way, Suite 200
Denver, Colorado 80237
+1 (720) 453-0080

SUBJECT: Nichols Dam- Proposal for In-Place Inclinometer Installation and Commissioning

Mr. Stoeber,

BDI is pleased to work with AECOM and their Client for Geotechnical Instrumentation support on the Nichols Dam near Santa Fe, NM. This work will include the installation and commissioning of an inclinometer and automated data collection system for a remotely positioned installation. Data is expected to be transmitted to an existing data acquisition system. The Proposed budget and breakdown are presented on Page 4.

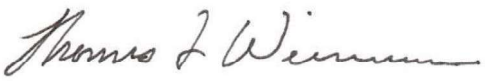
BDI is well suited for this support as we have extensive experience with specification design, instrument selection, instrumentation installation and commissioning for Geotechnical applications on Dams, Tunnels, Excavations and Mining. BDI has extensive experience with the design of self-powered data communication systems for stand-alone operation in both urban and rural environments. The power for the systems is designed around a solar powered system connected to a battery that provides constant power to remote systems. Communication will be made using a standard cell modem to transmit data to an existing data acquisition system, base station, or website. This system is anticipated to be a one-instrument automation, if additional instruments are on-site that require integration for automation, the system can be reconfigured to add these instruments. All system hardware, power and communication is included in the proposed budget cost.

Based on the requirements and importance of the structure, BDI would recommend the use of a Shape Accelerometer Array (SAA) string. This type of inclinometer provides deformation profiles at 2-ft elevation spacing (similar spacing as manual profile readings. These reading will be automated and can capture deformation profiles as frequently as every five minutes.

The undersigned, Mr. Weinmann who will lead this effort has over 40 years' experience is this area of expertise for both geotechnical and structural instrumentation/monitoring projects.

If you have any questions regarding this proposal, please call any time at 847.910.3785. I appreciate the opportunity to provide you with this bid and look forward to a positive response.

Sincerely,



Thomas Weinmann
VP – Testing, Monitoring & Engineering
M: 847.910.3785
tomw@bditest.com

Copy:

S. Aschermann

210201-CO

SCOPE OF WORK

PROCUREMENT AND INSTALLATION OF IN-PLACE INCLINOMETER

BDI will work with the Owner to finalize plans for procurement, installation, and commissioning of a vertical Shape Accelerometer Array (SAA) string on the crest of the Nichols Dam. The full site system installation will look similar to what is shown in Figure 1 below.

Figure 1 - Remote IPI Installation

Full system is shown in Figure 1:

- Solar panel for battery charging
- Antenna for cellular modem
- Nema enclosure for system components
  - Data logger
  - SAA interface
  - Modem
  - Battery
  - Solar controller
  - Surge/lightening protection
  - Steel pole
  - 3 x 3-ft concrete pad
  - 8" diameter flush mount road box in concrete pad (not shown)

This Scope of Work will include:

+ Develop and provide submittal for all hardware components and specifications for approval.
+ Develop and provide submittal for installation procedures and recommended grout mix for approval.
+ Procure all materials including;
  - All SAA components
  - Casing for SAA
  - Nema enclosure, logger, modem, antenna hardware for the SAA
  - Remote power (batteries and solar) for remotely placed SAA
+ Pre-field preparation for System Build-out and Factory Acceptance Testing
+ Schedule installation with Owner and Driller. Pre-ship all materials to Driller or Site.
+ Provide detailed installation instructions to Driller for review
+ After borehole has advanced to full-depth, BDI will be onsite for 1" casing installation (Day 1)
+ SAA installation and initial testing. Setting of mounting pole (Day 2)
+ Mount Nema enclosure and Solar panel and test for remote communication (Days 3 and 4)
+ (Off-site) Provide data support (40 hours) to setup data plots in an Excel spreadsheet format.

ASSUMPTIONS

BDI made the following assumptions in order to develop this proposal:

- Checking for Utilities before drilling will be responsibility of others.
- BDI will not be responsible for site delays from encounters with unexpected soil conditions or Drilling equipment malfunctions. Additional time on-site (beyond 4-days) will be invoiced at $2,000/day inclusive of expenses.
- Long-term data hosting on a password protected website is not included in this work scope but can be provided as an option at Owner's request.

REQUIRED FIELD SUPPORT

It will be assumed that the Owner, or a subcontractor hired directly by the Owner, will arrange for, or otherwise provide the following items for completing the field scope of work outlined above:

- Safe Access to installation site
- Driller and drilling materials.
- Assistance with moving SAA reel (4-ft x 4-ft x 1-ft, 50 lbs) from storage to installation area
- Two saw-horses or similar 3-ft high support for SAA reel
- 3 x 3-ft x 8" Concrete pad, 8" surface road box and 3" x 8-ft galvanized steel pole will be provided by others.

BDI SAFETY PROGRAM

BDI takes safety very seriously and develops a Job Hazard Analysis (JHA) for each field mobilization. This JHA is used as the basis of the safety overview that is held to discuss each structure individually before BDI's team mobilizes to the site. Any additional safety concerns are added during this meeting. Finally, a 'toolbox briefing' is held prior to beginning work each day. All of these documents can be provided for the specific project prior to mobilization upon request. In addition, BDI engages the services of a safety consultant to routinely review and update its safety program. This consultant is on 24-hour-on-call so that BDI field employees can discuss any unanticipated hazards and rectify an unsafe working environment.

BDI field personnel have the following safety training credentials:

- OSHA 10-Hour Hazard Awareness
- OSHA 30-Hour Construction Emphasis
- USACE 385-1 and BOR Regulations
- Fall Protection Awareness
- OSHA Scaffold Competent Person
- Hand & Power Tool Safety
- Aerial Work Platform Operator Safety Awareness
- Traffic Safety Awareness
- Confined Space Entry
- First Aid/CPR
- Breathing Apparatus Fit & Pulmonary Testing
- Various Railroad awareness and safety programs (exact programs can be provided upon request)
- Mechanical System Lockout/Tagout
- SPRAT Ropes Access Training

INSURANCE

BDI carries the following insurance:

- General Liability
- Professional Liability
- Worker's Compensation
- Automobile

BDI can issue an ACORD certificate specifying coverage levels upon request. Please allow five working days for response. If additional specialized insurance or bonds are required beyond the levels currently carried by BDI, any premiums and expenses associated with obtaining such coverage shall be added to final invoice.

BDI BUSINESS PRACTICES AND POLICIES

BDI is a small business per SBA guidelines and is also registered as a government contractor under our CAGE Code 1GYL8 (DUNS 557400785). BDI understands the importance of business systems with respect to their impact on project performance, therefore we have made efforts to ensure that they have been built and are maintained against the high standards of the federal government. We chose to model our accounting system against the rules and regulations of the Department of Defense as their standards are the most comprehensive. By having our accounting and timekeeping in compliance with DoD standards, we are also compliant with the FAR part 31 and AASHTO guidelines. Therefore, we can assure all our customers the confidence that BDI's procedures for accruing and allocating project expenses are of the highest standards.

In addition, BDI has placed great importance on implementing solid policies and procedures for other aspects of our organization and its business systems. In following the perspective we took with our accounting system, BDI has put into place policies and procedures that are compliant with federal regulations. Again, we can assure all our customers the confidence that BDI performs our projects with the highest technical and business integrity.

BUDGET

Below is a proposed budget breakdown for completing the scope of work described above. A full itemized equipment and software breakdown can be found after the budget notes. Please contact BDI to request further breakdowns or additional information.

Executive Summary

Description of Task	Fee
Project Submittals, Management, and Admin Fee	$2,340.19
Purchased Equipment Fee (Ref Quote: 210201TLW-1M.pdf)	$22,920.00
Pre-Field and Preparation Work	$2,495.09
Phase I- Installation Direct Travel & Mobilization Fee	$3,701.18
Phase I- Installation Instrumentation Fee	$360.00
Phase I- Installation Field Work Fee	$6,328.95
Phase I - 1st Year Data Support Fee	$7,435.96
Phase I Taxes on Directs	$231.21
Total Project Fee =	**$45,812.58**

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3200871**

Contractor: **John Shomaker and Associates**

Description: **Hydrology, Water Resources.**

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ◉

Term Start Date: **6/14/17** Term End Date: **6/30/18**

☑ Approved by Council Date: **6/14/17**

Contract / Lease: Hydrology Water Resources

Amendment # **5** to the Original Contract / Lease # **17-0520**

Increase/(Decrease) Amount $ **88536.57 plus nmgrt**

Extend Termination Date to: **N/A**

☑ Approved by Council Date: **pending**

Amendment is for: Increase comp and scope through

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

Contract #17-0520 $296,477
#1 #18-0751 $296,47
#2 #19-0118 $65,825
#3 # 19-0645 $272,001
#4 #20-0384 $197,560.

3. **Procurement History: 17/26/P 1/5/17**

Fran Dunaway (Mar 24, 2021 13:20 MDT)

Purchasing Officer Review: Mar 24, 2021 Date:

Comment & Exceptions: final year of PSA-6/30/21 FY 21- A #5 increase compensation/must be completed 6/30/21

4. **Funding Source: Water Enterprise Fund CIP** **Org / Object: 5050381.510300**

Alexis Lotero (Mar 24, 2021 12:23 MDT)

Budget Officer Approval: Mar 24, 2021 Date:

Comment & Exceptions:

Staff Contact who completed this form: Maya Martinez Phone # **4271**

Email: **mfmartinez@santafenm.gov**

To be recorded by City Clerk:

Clerk #

Date of Execution:

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: John Shomaker and Associates (JSAI)

Procurement Title: Amendment No. 5 to Professional Services Agreement (PSA) 19-0645 with JSAI

Procurement Method: State Price Agreement ☐ *Cooperative* ☐ *Sole Source* ☐ *Other*

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

Department Requesting PUD Staff Name Bill Schneider

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	
x	☐	Approved Procurement Checklist (by Purchasing)
x	☐	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
☐	☐	State Price Agreement
x	☐	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
x	☐	BAR
☐	☐	FIR
x	☐	Executed Contract, Agreement or Amendment
x	☐	Current Business Registration and CRS numbers on contract or agreement
☐	☐	Summary of Contracts and Agreements form
x	☐	Certificate of Insurance
☐	☐	All documentation presented to Committees
☐	☐	Other:

william H Schneider, P.G.
william H Schneider, P.G. (Mar 8, 2021 13:36 MST) William H Schneider P.G. Water Resources Coordinator 3.1.21

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

Fran Dunaway
Fran Dunaway (Mar 24, 2021 13:20 MDT)

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

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

*

JOHNSHO-02 DONISCHUK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/15/2021

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 License # 0757776 HUB International Insurance Services (SOW) 6565 Americas Parkway Suite 720 Albuquerque, NM 87110	CONTACT NAME: Andrew Foraker PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: andrew.foraker@hubinternational.com
INSURED John Shomaker & Associates Inc 2611 Broadbent Prkwy NE Albuquerque, NM 87107	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Continental Casualty Company — 20443 INSURER B : The Continental Insurance Company — 35289 INSURER C : INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	X		4034680389	8/1/2020	8/1/2021	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 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			4034680425	8/1/2020	8/1/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			4034680473	8/1/2020	8/1/2021	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		6011635475	8/11/2020	8/11/2021	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
A	E&O / Pollution			EEH288341818	1/7/2021	1/7/2022	Occurrence/Aggregate	3,000,000

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

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

City of Santa Fe
PO Box 909
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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AGENCY CUSTOMER ID: JOHNSHO-02 DONISCHUK

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY	License # 0757776	NAMED INSURED
HUB International Insurance Services (SOW)		John Shomaker & Associates Inc 2611 Broadbent Prkwy NE Albuquerque, NM 87107
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1	SEE P 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
The policy includes a blanket additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

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JSAI #5

Final Audit Report 2021-03-09

Created:	2021-03-04
By:	Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAENYCo7iWPq_Xa-eyl_MBcKtCZ6xXXsnc

"JSAI #5" History

Document created by Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
2021-03-04 - 6:23:23 PM GMT- IP address: 63.232.20.2

Document emailed to william H Schneider, P.G. (whschneider@santafenm.gov) for signature
2021-03-04 - 6:36:08 PM GMT

Email viewed by william H Schneider, P.G. (whschneider@santafenm.gov)
2021-03-08 - 8:32:59 PM GMT- IP address: 104.47.64.254

Document e-signed by william H Schneider, P.G. (whschneider@santafenm.gov)
Signature Date: 2021-03-08 - 8:36:10 PM GMT - Time Source: server- IP address: 205.170.183.242

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2021-03-08 - 8:36:14 PM GMT

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2021-03-08 - 8:39:27 PM GMT- IP address: 104.47.64.254

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Signature Date: 2021-03-08 - 11:57:03 PM GMT - Time Source: server- IP address: 63.232.20.2

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2021-03-08 - 11:57:07 PM GMT

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2021-03-09 - 0:12:21 AM GMT- IP address: 174.28.63.106

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Signature Date: 2021-03-09 - 0:13:13 AM GMT - Time Source: server- IP address: 174.28.63.106

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2021-03-09 - 0:13:16 AM GMT

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2021-03-09 - 4:11:49 PM GMT- IP address: 104.47.65.254

Document e-signed by AJH (ajhopkins@santafenm.gov)

Signature Date: 2021-03-09 - 4:12:33 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.

2021-03-09 - 4:12:33 PM GMT

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

BUSINESS REGISTRATION

Business Name: JOHN SHOMAKER & ASSOCIATES, INC.
DBA: JOHN SHOMAKER & ASSOC, INC.

Business Location: 2611 BROADBENT PKWY NE
ALBUQUERQUE, NM 87107

CRS Number: 02-058266-00-8

Owner: John Shomaker

License Number: 225084

License Type: Business License - Renewable

Issued Date: December 15, 2020

Classification: Out of Jurisdiction Contractor - Specialty

Expiration Date: December 15, 2021

Fees Paid: $10.00

JOHN SHOMAKER & ASSOCIATES, INC.
2611 BROADBENT NE
ABLUQUERQUE, NM 87107

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

ITEM # 17-0520

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 John Shomaker & Associates, Inc. (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 professional services for the City as outlined in Exhibit "A" attached hereto.

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that it possesses the 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 two hundred seventy three thousand seven hundred twenty four dollars ($273,724.00), plus applicable gross receipts taxes.

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 and approval 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 terminate on June 30, 2018, unless sooner pursuant to Article 6 below. . This Agreement may be extended for three (3) additional twelve (12) month periods, not to exceed four (4) years by the written agreement of the parties amending this Agreement.

6. TERMINATION

A. This Agreement may be terminated by the City upon 30 days written notice to the Contractor.

(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, 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, the 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 named as an additional insured and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

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 arising from Contractor's performance under this Agreement as well as the performance of Contractor's employees, agents, representatives and subcontractors.

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:
Water Division Director
801 W. San Mateo
Santa Fe, NM 87504

Contractor:
Steven T. Finch Jr.
John Shomaker & Associates, Inc.
2611 Broadbent Pkdwy NE
Albuquerque, NM 87107

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

CITY OF SANTA FE:

JAVIER M. GONZALES, MAYOR

DATE: 6/19/17

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
@ mtg 6/19/17

APPROVED AS TO FORM:

5/23
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

ADAM JOHNSON, FINANCE DIRECTOR

CONTRACTOR:

V.P.
NAME & TITLE Steven T. Finch Jr.

DATE: June 16, 2017

CRS #:02-058266008
Business Registration #:17-00129246

52300; 510300; 510310; 510340
Business Unit Line Item

Exhibit A

Scope of Work for John Shomaker and Associates, Inc.

Work Plan 1: Buckman Well Field OSE Permit Compliance Support

The City of Santa Fe (City) is obligated to comply with monitoring and reporting requirements for operating water supply wells under the Buckman Well Field permits. *Buckman Well Field Water-Level Monitoring Program Response to Condition of Approval No. 5, Permit No. RG-20516-S-10 thru RG-20516-S-13, City of Santa Fe,* adopted by all parties and the District Court in 2007, this biennial report summarizes production and water-level data in the City of Santa Fe's Buckman Well Field, documents water-level data and trends for BMP wells, provides 10-year and 40-year drawdown projections for wells in the Buckman Well Field Monitoring Program area, and addresses Permit Conditions 6 and 7, which address whether wells of other ownership may go dry as a result of pumping Buckman Wells 10 through 13 (BW10-13) under permit RG-20516-S-10 through RG-20516-S-13.

Task 1. Water Level Monitoring and Reporting
Contractor will provide an operation and maintenance plan for the Buckman Well Field. Continue with required data collection.

Task 2. Pumping Impacts and Analyses (Depletion Calculations)
Contractor will work with the New Mexico Office of the State Engineer (NMOSE) based upon the review comments of the last Buckman Well Field Monitoring Program biennial report.

Work Plan 2: Northwest Well & City Well Field NMOSE Permit Compliance Support

The City will be obligated to comply with the monitoring and reporting requirements for operating water supply wells under the Northwest and City Well Field permit. Contractor will provide support for Northwest Well and City Well Field permit compliance through monitoring; developing databases; evaluating monitoring results; performing hydrogeologic analysis and interpretation of groundwater data and results; generating and interpreting groundwater-flow model results; preparing monitoring report(s) and communicating with NMOSE, on behalf of the City, as directed by the City.

Task 1. Groundwater Monitoring and Reporting
The purpose of the monitoring plan and reporting in accordance with the Northwest Well Groundwater Monitoring Plan is to collect data to evaluate possible water-level declines in the area of the Northwest Well and the City Well Field. The data may also be used to help improve the simulation of groundwater flow and pumping in the area, and to simulate groundwater pumping in the area to evaluate the causes of possible future water-level declines. The City anticipates the data analysis and reporting for this monitoring plan will emulate the Buckman Well Field Monitoring Program. Contractor will provide these services, as part of the monitoring plan and reporting.

Details of the monitoring plan and reporting are provided in Attachment 1: John Shomaker & Associates, Inc. Proposal in response to RFP #'17/26/P & Attachment 2: March 8, 2017 Meeting notes for Scope of Work and Budget for RFP #'17/26P. The scope of work does not include pump contractor services required for installing sounding tubes in private wells; however, the Contractor will develop a work plan for pump contractor services.

Task 2. Pumping Impacts Analyses (Depletion Calculations)
Also, emulating the Buckman Well Field Monitoring Program, the Contractor will provide annual evaluations of the hydrologic impacts caused by groundwater pumping on streamflows of the Rio Grande and key tributaries Rio Pojoaque-Nambe, Rio Tesuque, and La Cienega Springs shall be conducted. The analyses comprises the use of groundwater flow modeling using the OSE Administrative Model for the City of Santa Fe to predict the rate of streamflow depletions from each of the water supply wells (points of diversion) based on actual rates of pumping.
The Contractor evaluations will include a comparative analysis of the depletions for each river reach with the City's portfolio of surface water rights for the purpose of complying with permit requirements where the City needs to demonstrate that sufficient surface water rights are in place to offset pumping depletions.

Work Plan 3: Santa Fe River Monitoring and Reporting

In 2016, the City initiated surface water monitoring on the Santa Fe River during the period of 'Living River' reservoir bypass flows in May, June, and July. The monitoring report was completed to comply with the requirements within the Administrative Procedures for the Santa Fe River Target Flow Ordinance and monitored streamflows at 7 stations. The monitoring further provided data to evaluate rates of targeted river flows during the annual bypass of flows below Nichols Reservoir, estimated river seepage to the underlying aquifer system, and quantified an overall water budget. The monitoring report concluded that additional monitoring was necessary to improve the understanding of groundwater and surface water interactions along the Santa Fe River as required by Ordinance 2012-10.

The Contractor will perform Santa Fe River monitoring and reporting in compliance with the requirements within the Administrative Procedures for the Santa Fe River Target Flow Ordinance and according to the recommendations of the 2016 Santa Fe River Monitoring Report.

Task 1. Automation of surface water gaging stations
Re-establish the automated measurement of streamflow at the existing staff gages below Nichols Reservoir and at St. Francis Drive at 15-minute intervals. The streamflow measurement requirement within the Administrative Procedures for the Santa Fe River Target Flow Ordinance will be fulfilled by installing pressure transducers at these staff gage locations and using the updated rating curves.

Task 2. Monitoring of Living River bypass flows

The Contractor will conduct five additional seepage runs during Living River bypass flows in 2017. These seepage runs would include measurement stations below Nichols Reservoir, at The Nature Conservancy's diversion gate, downstream of the return flow of Cerro Gordo, adjacent to Camino Pequeño upstream of Acequia Madre, below Acequia Madre (upstream of Patrick Smith Park), above St. Francis Drive (near the Boys & Girls Club), and at Ricardo Road, at a minimum, and would document the end-of-flow point. This will allow the City to update rating curves for the gages below Nichols Reservoir and at St. Francis Drive, update the seepage rate dataset, and update the relationship between flow below Nichols Reservoir and the end-of-flow point. These seepage run events should be accompanied by measurements of shallow water levels from monitoring wells MW-1, A, & B by the Contractor.

Task 3. Santa Fe River Seepage Loss Study

During the seepage runs, the Contractor will also measure streamflow at up to four newly-established stations between Nichols Reservoir and Cerro Gordo Road to study seepage losses and water budget in this reach, and compare seepage losses associated with flow through The Nature Conservancy's river restoration diversion route versus the 'bypass channel' of the Santa Fe River. In addition, the study needs to establish a seepage rate for losses from the 'bypass channel', which may contribute recharge to the lower elevation Two-mile pond. Field reconnaissance will be performed by the Contractor, in coordination with City staff, to identify the new measurement stations between Nichols Reservoir and Cerro Gordo Road and identify any seeps & springs along the reach of the…

Task 4. Monitoring of the diversions and an assessment along the upper Santa Fe River.

The Contractor will monitor the following points of interest, to include 1) Acequia Cerro Gordo, 2) Acequia Madre (upper), 3) Two-mile pond exit flume, and 4) The Nature Conservancy's diversion head gate. Each of these Santa Fe River diversions are currently not quantified; therefore, the goal for the Contractor will be to develop a method for monitoring diversions, instrument diversions, collect diversion data and assessing the data for year 2017. This task includes the purchase of data logger/transducers with supporting accessories and the necessary materials needed for installation, see Attachment 3: April 5, 2017 Meeting notes for Scope of Work and Budget the Upper Santa Fe River Diversion Monitoring & Assessment. Finally, the Contractor will prepare report of the findings, and provide recommendations for permanent diversion monitoring equipment.

Task 5. Santa Fe River Monitoring Report

Contractor will update the Santa Fe River Monitoring Report for 2017 and will include recommendations for enhancements to the monitoring program including monitoring methodologies and frequencies and use of new monitoring technologies where appropriate. Included in the update shall be identification of Santa Fe River target flows, aka 'Living River' flows, versus Acequia irrigation

delivery flows versus stormwater flows that have occurred in the Santa Fe River channel below Nichols Reservoir, especially during precipitation events in the spring and during the 'monsoon' season.

Task 6. Work Plan Schedule & Budget
The Contractor will provide a work plan, including a description of the field monitoring program, data analysis and reporting, along with a proposed schedule and budget.

Work Plan 4: Return Flow / Discharge Credit Plan

The City is seeking to develop a return flow/discharge credit strategy for its ongoing discharges from the Paseo Real Wastewater Treatment Plant to the Santa Fe River. The City is interested in utilizing a portion of these return flows as a means to offset La Cienega depletions caused by the diversion of groundwater for municipal supply under Buckman Well Field Permits RG-20516- et al. The Return Flow Plan will be integrated with the City's conjunctive water management strategy which includes San Juan Chama and Santa Fe River surface water sources, Buckman and City Well Field groundwater sources, indirect potable reuse, and conservation to maximize use of available water resources while providing operational flexibility and water supply reliability.

The Contractor will develop a work plan providing a technical approach to utilize existing geohydrologic data and any supplemental field data collected as determined necessary to address data gaps and complete this plan which will include developing an integrated site conceptual model that describes the surface and groundwater interactions, seepage rates and recharge of underlying aquifer system from Santa Fe River releases, and an overall water budget of the hydrologic system including: diversions; seepage losses; evapotranspiration effects and other analyses necessary to satisfy OSE requirements, so that the return flows satisfy the City's groundwater pumping offset requirements. The plan should comply with OSE's Policy on discharge credits (Return Flow - #4-2009) and other relevant regulatory policy documents.

Task 1. Confirm Availability of Treated Effluent For Return Flow or Discharge Credits
The purpose of this task is to quantify the amount of treated effluent that can be committed for return flow or discharge credits. The Contractor will prepare a draft technical memorandum detailing recommendations and present the results to City Staff for feedback. The proposed quantity of treated effluent allocated for the plan will be integrated with the City's water management strategy.

Task 2. Determine Annual Quantity of Discharge Credit Requested
The NMOSE recommends that the City prepare a conservative estimate of the maximum annual discharge credit requested based on full amount of pumping for 100 years. The Contractor will quantify the La Cienega offset requirements for the Buckman Well Field and other potential future pumping using the administrative model.

Task 3. Prepare Project Map
The NMOSE requires a project map detailing points of diversion requiring discharge credits, the reach where discharge credits will occur, monitoring points used for quantifying recharge, and reaches of the stream flor which offset is proposed. The Contractor will prepare a project map that will be incorporated into a plan to be submitted to NMOSE.

Task 4. Description of Discharge and Quantification Method
The Contractor will develop a metering plan for discharge quantification as required by the NMOSE. A sound approach may be to perform metering at a 15-minute interval for one year in order to refine the quantification of percent streamflow infiltrated and overall water balance. Discharge credits for subsequent years can then be based on the metered discharge multiplied by a conservative factor derived from the one-year "test" dataset.

Task 5. Hydrologic analysis to demonstrate that discharge water will offset stream depletions due to applicant's pumping Quantification of Discharge Credit Capacity
The Contractor will provide a hydrologic analysis report that will include an integrated site conceptual model describing the surface and groundwater interactions, seepage rates and recharge of underlying aquifer system from discharges, and an overall water budget to satisfy NMOSE requirements for demonstrating discharge credits.

Task 6. Notice of Intent to Discharge
NMOSE requires proof of a permit from the NMED for discharges to groundwater. This should already be covered under DP-289. However, the permit may need to be modified for discharges to stream segments other than the lower Santa Fe River. If discharge plan permit modification is required, the Contractor will provide recommendations for proposed modifications.

Task 7. Submit Plan to NMOSE
Results from Tasks 1 through 6 will be compiled into a draft plan for the City to review. The Contractor will present the results of the plan to the NMOSE Hydrology Bureau and Water Rights Division. Comments from the NMOSE will be addressed and the final plan will be submitted to the NMOSE for review and consideration.

Work Plan 5: Depletion Management Strategy and Water Rights Acquisition Plan

Offset Acquisition Targets – In order to comply with the City of Santa Fe's groundwater well permits from the New Mexico Office of the State Engineer (OSE), the City is required to provide "offsets" in the form of surface water rights from five different administrative basins: 1) Middle Rio Grande, 2) Upper Rio Grande, 3) La Cienega, 4) Nambe-Pojoaque, and 5) Tesuque, although the vast majority are located in the Middle Rio Grande. When the City pumps groundwater from any of the wells having offset requirements, the OSE utilizes an administrative groundwater model to determine the impacts of that pumping in each impacted administrative basin and determines the

quantity and duration of the impacts from a given year's groundwater pumping. The acquisition of offsets is a difficult and expensive process for the City and the purpose of this work plan will be to ease that burden by the Contractor determining offset acquisition targets based on projected pumping and acceptable rates of groundwater decline. These targets will be specific quantities of water rights for each administrative basin based on acceptable rates of pumping and groundwater decline from the Buckman Well Field, City Well Field, Northwest Well, and potential future alternate points of diversion for optimizing the City Well Field.

Task 1. Evaluating the City's existing water rights portfolio
The Contractor will evaluate the City's existing water rights portfolio in the Water Bank database to understand all details for each existing water right permit. As part of this task, the Contractor will prepare a map showing the location of all permits in the Water Bank database.

Task 2. Evaluation of Offset Requirements
The Contractor will work with the City to develop a series of model runs for the evaluation of offset requirements. The Contractor proposes a maximum of 20 model run scenarios, which will include serval iterations to evaluate the Northwest well settlement conditions of approval. The Contractor will perform the administrative model runs required to compare past, current and future (projected) pumping schedules to determine the optimal strategy for surface water right acquisitions to satisfy offset requirements. Results will be presented in a technical memorandum with graphs, maps, and summary tables.

Task 3. Evaluation of Offset Potential
The offset potential varies, and depends if the water right is for diversion of surface water or groundwater, and the proof of beneficial use. Offsets from surface water rights may be limited by the consumptive use rather than the diversion quantity, and offsets from groundwater rights will be subject to proximity to the stream system and administrative model results. The Contractor will evaluate the offset potential for each water right considering the above factors.

Task 4. Develop Recommended Strategy
The results from tasks 1 through 4 will be used to develop a recommended strategy for the City to implement strategic water rights purchases in the 5 stream systems. The strategy will also include results from Work plan 4 (discharge credit plan). The Contractor will present draft recommendations to obtain feedback from the City, and then prepare a summary report.

Work Plan 6: Potential Water Right Purchase Evaluations

The Contractor will provide written evaluations of water rights under consideration originating either as City purchases or as privately owned water rights being transferred to the City of Santa Fe Water Bank. The scope and purpose of the evaluation is to determine the legitimacy of the right and the amount likely to be approved for transfer by the New Mexico Office of the State Engineer. Water rights under consideration as City purchases shall be paid directly by the City of Santa Fe and the bid should be identified

as a per-unit estimate for each evaluation and a total cost based on providing five such assessments per year. In addition, evaluations will be required for privately owned water rights being proposed for transfer into the City's Water Bank. The cost of these evaluations is borne by the applicant and will be paid directly from that entity. Evaluations by the Contractor of private water rights are not expected to occur more frequently than ten times per calendar year.

Task 1. Evaluation methods
The purpose of the evaluation is to determine the legitimacy of the right and the amount likely to be approved for transfer by the NMOSE. The Contractor will complete a review of water rights documents to determine risks of transfer, such as permit status and potential proof of beneficial use; determine the value of the potential water right transfer to the City; and calculate potential use for the City as offsets or diversions.

Task 2. Written Evaluation
The Contractor will provide written evaluations of water rights under consideration originating either as City purchases or as privately owned water rights being transferred to the City of Santa Fe Water Bank. The written evaluation will include a summary of the water right consider and the results of the evaluation. If appropriate, the Contractor will provide other innovative recommendations to consider, such as alternative use of water right, transfer conditions for privately owned water right such as use of proposed development open space for Aquifer Storage & Recovery.

Work Plan 7: Stream Design Flows for Water Quality Standards

The New Mexico Environment Department (NMED) Surface Water Quality Bureau certifies permits for the National Pollutant Discharge Elimination System (NPDES), which is administered by the U.S. Environmental Protection Agency under the Clean Water Act of 1972. The NMED methodologies utilize streamflow data for NPDES permitting and establishment of TMDL's for both point and nonpoint pollutant sources. The Contractor will develop the low-flow frequency, streamflow estimates for the Santa Fe River in the vicinity of the wastewater treatment plant to support ongoing effort to determine the assimilation capacities of receiving water and to use as the minimum discharge at which the New Mexico water-quality standards are applied. These low flow stream flow data will be used to evaluate NMEDs standards based on the 4Q3 - Minimum flow over 4 consecutive days once in 3-years and 7-day, 10-year minimum flow (7Q10) conditions for establishing critical site-specific low flow development needed to evaluate total maximum daily loads (TDMLs). The Contractor will work closely with the City, the City's engineering consultants, and NMED in achieving these work plan goals.

Task 1. Initial Field Reconnaissance of Lower Santa Fe River
The Contractor will perform an initial field reconnaissance of the Santa Fe River for the reach(s) of concern. The purpose will be to identify access for monitoring locations and field condition of monitoring locations. For efficiency, the work

could be performed concurrently with Work plan 3. Results of the field work will be used to develop the monitoring design.

Task 2. Development of Monitoring Design
The Contractor will provide a monitoring design that will delineate the locations, frequency, and types of streamflow monitoring needed to support alternative regulatory low flow calculations for the NPDES permit. The monitoring design will also include methods for data collection that are consistent with NMED requirements. The Contractor will present draft results of the monitoring design to the City and NMED for feedback. The Contractor will provide a final report that can be submitted to NMED.

Task 3. Technical Support with Modification of Water Quality Standards
The Contractor will work with the City, the City's engineering consultants, and NMED and provide technical support with permitting strategy for modification of existing water quality standards.

In summary, the Contractor shall submit brief work plan(s), expanding detail on the work plans listed above, describing its approach to satisfy the work plan objectives and subsequent tasks, along with a schedule to indicate how the work will be accomplished. These brief work plan(s) should be prepared such that it can be incorporated with only minor modifications. The Contractor will be expected to conduct monthly progress review meetings to go over progress of the work plan(s), in addition to those tasks needed to complete the professional services agreement scope of work.

Attachment 1: John Shomaker & Associates, Inc. Proposal for RFP #'17/26/P
Attachment 2: JSAI March 8, 2017 Meeting Notes for RFP #'17/26/P Proposal
Attachment 3: JSAI April 5, 2017 Revised Scope of Work & Budget for Task 4 of Santa Fe Monitoring & Reporting.

Budget for one-year project (FY 2017-18)

Work Plan 1: Santa Fe River Monitoring & Reporting	$ 40,354
Work Plan 2: Northwest Well & City Well Field NMOSE Permit Compliance Support	$ 35,074
Work Plan 3: Santa Fe River Monitoring and Reporting	$ 33,566
Addition of Task 4	$ 31,000
Work Plan 4: Return Flow / Discharge Credit Plan	$ 26,070
Work Plan 5: Depletion Management Strategy and Water Rights Acquisition Plan	$ 48,290
Work Plan 6: Potential Water Right Purchase Evaluations	$ 26,023
Work Plan 7: Stream Design Flows for Water Quality Standards	$ 33,347
TOTAL	$ 273,724
GRT Cost (8.3125%)	$ 22,753
GRAND TOTAL	$ 296,477

ITEM # 18-0751

CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM#17-0520

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 14, 2017 (the "Agreement"), between the City of Santa Fe (the "City") and John Shomaker & Associates, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

RECITALS

A. Under the terms of the City of Santa Fe Agreement #17-0520, Contractor has agreed to provide professional 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. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of two hundred seventy three seventy hundred twenty four dollars ($273,724) plus applicable gross receipts tax 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 forty seven thousand four hundred forty eight dollars ($547,448), plus gross receipts tax, in total for the term of this Agreement.

2. TERM.

Article 5 of the Agreement is amended to extend the term of the Agreement, so that Article 5 reads in its entirety as follows:

This Agreement shall terminate on June 30, 2019 unless terminated pursuant to Paragraph 6, infra.

3. AGREEMENT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No.1 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: 7/5/18

CONTRACTOR:

NAME & TITLE Steve Finch, V.P.

DATE: 7/12/18

CRS # 02-05826008
City of Santa Fe Business
Registration # 18-00129246

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
CC mtg. 6/27/18

APPROVED AS TO FORM:

5/7
CITY ATTORNEY

APPROVED:

7-3
FINANCE DIRECTOR

52300.510300
Business Unit/Line

ITEM # 19.0118

CITY OF SANTA FE
AMENDMENT No. 2 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM#17-0520

AMENDMENT No. 2 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 14, 2017 (the "Agreement"), between the City of Santa Fe (the "City") and John Shomaker & Associates, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

RECITALS

A. Under the terms of the City of Santa Fe Agreement #17-0520, Contractor has agreed to provide professional 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 is amended to include the tasks as outlined in Exhibit "B" attached hereto and incorporated herein.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of sixty five thousand eight hundred twenty five dollars ($65,825) plus applicable gross receipts tax 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 thirteen thousand two hundred seventy three dollars ($613,273), plus gross receipts tax, in total for the term of this Agreement.

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.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: 3/5/19

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
CC Mtg. 2/27/2019

APPROVED AS TO FORM:

1/16
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

CONTRACTOR:
John Shomaker & Associates, Inc

NAME & TITLE Steve Finch, V.P.

DATE: March 8, 2019
CRS # 02-058266008
City of Santa Fe Business
Registration # 19-00129246

52300.510300
business Unit/Line

ITEM # 19-0645

CITY OF SANTA FE
AMENDMENT No. 3 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM#17-0520; 18-0751

AMENDMENT No. 3 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 14, 2017 the "Agreement"), between the City of Santa Fe (the "City") and John Shomaker & Associates, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS

A. Under the terms of the Agreement #17-0520, Contractor has agreed to provide Professional 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. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total two hundred seventy one thousand and one dollar ($271,001) plus applicable gross receipts tax, 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 eighty four thousand two hundred seventy four dollars ($884,274.) plus applicable gross receipts taxes, in total for the term of the Agreement.

2. TERM.

Article 5 of the Agreement is amended to extend the term of the Agreement, so that Article 5 reads in its entirety as follows:

This Agreement shall terminate on June 30, 2020 unless terminated pursuant to Paragraph 6, infra.

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: 8/2/19

CONTRACTOR:
JSAI

NAME & TITLE Steve Finch, V.P.

Date: April 25, 2019
CRS #:02-058266008
Business Registration #:19-00129246

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
cc mtg. - 7-31-19

APPROVED AS TO FORM:

4/22
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

(for M. McCoy) 06.02.19
MARY MCCOY, FINANCE DIRECTOR

52300/ 510300
Business Unit/Line Item

CITY OF SANTA FE
AMENDMENT No. 4 TO
PROFESSIONAL SERVICES AGREEMENT
#17-0520; 18-0751, 19-0118, 19-0645

AMENDMENT No. 4 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 14, 2017 the "Agreement"), between the City of Santa Fe (the "City") and John Shomaker & Associates, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS

A. Under the terms of the Agreement #17-0520, Contractor has agreed to provide Professional 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

The Contractor shall provide professional services for the City as outlined in Exhibit "C" attached hereto.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total one hundred ninety seven thousand five hundred sixty dollars ($197,560) plus applicable gross receipts tax, as outlined in Exhibit "D" 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 one million eighty one thousand eight hundred thirty four dollars ($1,081,834) plus applicable gross receipts taxes, in total for the term of the Agreement.

2. TERM.

Article 5 of the Agreement is amended to extend the term of the Agreement, so that Article 5 reads in its entirety as follows:

This Agreement shall terminate on June 30, 2021 unless terminated pursuant to Paragraph 6, infra.

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: Aug 17, 2020

CONTRACTOR:
JSAI

Steve Finch, V.P.
NAME & TITLE

Date: August 5, 2020
CRS #:02-058266008
Business Registration #: 225084

ATTEST:
Yolanda Y. Vigil

YOLANDA Y. VIGIL, CITY CLERK

CC Mtg 07/29/2020

CITY ATTORNEY'S OFFICE GC
GC

Marcos Martinez
Marcos Martinez (Aug 26, 2020 13:33 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED:
Mary McCoy

MARY MCCOY, FINANCE DIRECTOR

5050381.510300
Business Unit/Line Item

Exhibit C FY2020-21

Scope of Work for John Shomaker and Associates, Inc.

Task 1: Buckman Well Field OSE Permit Compliance Support

The City of Santa Fe (City) is obligated to comply with monitoring and reporting requirements for operating water supply wells under the Buckman Well Field permits. *Buckman Well Field Water-Level Monitoring Program Response to Condition of Approval No. 5, Permit No. RG-20516-S-10 thru RG-20516-S-13, City of Santa Fe,* adopted by all parties and the District Court in 2007, this biennial report summarizes production and water-level data in the City of Santa Fe's Buckman Well Field, documents water-level data and trends for BMP wells, provides 10-year and 40-year drawdown projections for wells in the Buckman Well Field Monitoring Program area, and addresses Permit Conditions 6 and 7, which address whether wells of other ownership may go dry as a result of pumping Buckman Wells 10 through 13 (BW10-13) under permit RG-20516-S-10 through RG-20516-S-13.

SubTask A. Water Level Monitoring and Reporting
Contractor will provide an operation and maintenance plan for the Buckman Well Field. Continue with required data collection.

SubTask B. Buckman Well Field O&M plan
Develop pumping schedule that best fits project demand and results from water level monitoring program. Evaluate replacement well options for Buckman Wells 1 through 9.

SubTask C. Pumping Impacts and Analyses (Depletion Calculations)
Contractor will work with the New Mexico Office of the State Engineer (NMOSE) based upon the review comments of the last Buckman Well Field Monitoring Program biennial report.

Task 2: Northwest Well & City Well Field NMOSE Permit Compliance Support

The City will be obligated to comply with the monitoring and reporting requirements for operating water supply wells under the Northwest and City Well Field permit. Contractor will provide support for Northwest Well and City Well Field permit compliance through monitoring; developing databases; evaluating monitoring results; performing hydrogeologic analysis and interpretation of groundwater data and results; generating and interpreting groundwater-flow model results; preparing monitoring report(s) and communicating with NMOSE, on behalf of the City, as directed by the City.

SubTask A. Groundwater Monitoring and Reporting
The purpose of the monitoring plan and reporting in accordance with the Northwest Well Groundwater Monitoring Plan is to collect data to evaluate possible water-level declines in the area of the Northwest Well and the City Well Field. The data may also be used to help improve the simulation of groundwater flow and pumping in the area, and to simulate groundwater pumping in the area to evaluate the causes of possible

future water-level declines. Contractor will provide these services, as part of the monitoring plan and reporting.

Details of the monitoring plan and reporting are provided in Attachment 1: John Shomaker & Associates, Inc. Proposal in response to **RFP** #'17/26/P & Attachment 2: March 8, 2017 Meeting notes for Scope of Work and Budget for **RFP** #'17/26P.

SubTask B. Develop water-right permit compliance schedule

Also, emulating the Buckman Well Field Monitoring Program, the Contractor will develop a water right permit compliance schedule for the City Well Field and Northwest Well conditions of approval. The compliance schedule will help the Water Division streamline requirements for all groundwater permits while maintaining the compliance schedule.

SubTask C. Pumping Impacts Analyses (Depletion Calculations)

Also, emulating the Buckman Well Field Monitoring Program, the Contractor will provide annual evaluations of the hydrologic impacts caused by groundwater pumping on streamflows of the Rio Grande and key tributaries Rio Pojoaque- Nambe, Rio Tesuque, and La Cienega Springs shall be conducted. The analyses comprises the use of groundwater flow modeling using the OSE Administrative Model for the City of Santa Fe to predict the rate of streamflow depletions from each of the water supply wells (points of diversion) based on actual rates of pumping.

The Contractor evaluations will include a comparative analysis of the depletions for each river reach with the City's portfolio of surface water rights for the purpose of complying with permit requirements where the City needs to demonstrate that sufficient surface water rights are in place to offset pumping depletions.

Task 3: Santa Fe River Monitoring and Reporting

In 2016, the City initiated surface water monitoring on the Santa Fe River during the period of 'Living River' reservoir bypass flows in May, June, and July. The monitoring report was completed to comply with the requirements within the Administrative Procedures for the Santa Fe River Target Flow Ordinance and monitored streamflows at 7 stations. The monitoring further provided data to evaluate rates of targeted river flows during the annual bypass of flows below Nichols Reservoir, estimated river seepage to the underlying aquifer system, and quantified an overall water budget. The monitoring report concluded that additional monitoring was necessary to improve the understanding of groundwater and surface water interactions along the Santa Fe River as required by Ordinance 2012-10.

The Contractor will perform Santa Fe River monitoring and reporting in compliance with the requirements within the Administrative Procedures for the Santa Fe River Target Flow Ordinance and according to the recommendations of the 2018 Santa Fe River Monitoring Report.

SubTask A. Maintain surface water gaging stations

Maintain re-established automated measurement of streamflow at the existing staff gages below Nichols Reservoir and at St. Francis Drive. The streamflow measurement requirement within the Administrative Procedures for the Santa Fe

River Target Flow Ordinance will be fulfilled by maintaining pressure transducers at these staff gage locations and updating the rating curves as needed.

SubTask B. Monitoring of Living River bypass flows

The Contractor will conduct eight seepage runs during Living River bypass flows in 2020. These seepage runs would include measurement stations below Nichols Reservoir, at The Nature Conservancy's diversion gate, downstream of the return flow of Cerro Gordo, adjacent to Camino Pequeño upstream of Acequia Madre, below Acequia Madre (upstream of Patrick Smith Park), above St. Francis Drive (near the Boys & Girls Club), and at Ricardo Road, at a minimum, and would document the end-of-flow point. This will allow the City to update rating curves for the gages below Nichols Reservoir and at St. Francis Drive, update the seepage rate dataset, and update the relationship between flow below Nichols Reservoir and the end-of-flow point. These seepage run events should be accompanied by measurements of shallow water levels from the established monitoring network by the Contractor.

SubTask C. Install gaging station on Santa Fe River below Cerro Gordo Rd

The Contractor will install a newly-established gaging station below Cerro Gordo Road at the old Martinez Ditch headgate. Field reconnaissance will be performed by the Contractor, in coordination with City staff, to identify the new measurement station. The gaging station will include slight modification of the existing structure, installation of a stilling well with transducer, and development of rating curve.

SubTask D. Monthly transducer downloads

Contractor will download transducer data from the Living River monitoring network on a monthly basis, update the database and graphs, and provide summary of findings to Water Division.

SubTask E. Summary report for Living River year

Contractor will prepare a summary report of the Santa Fe River Monitoring results and will include recommendations for enhancements to the monitoring program including monitoring methodologies and frequencies and use of new monitoring technologies where appropriate. Included in the update shall be identification of Santa Fe River target flows, aka 'Living River' flows, versus Acequia irrigation delivery flows versus stormwater flows that have occurred in the Santa Fe River channel below Nichols Reservoir, especially during precipitation events in the spring and during the 'monsoon' season.

Task 4: Return Flow / Discharge Credit / Reuse Evaluation

The City is seeking to develop a return flow/discharge credit strategy for its ongoing discharges from the Paseo Real Wastewater Treatment Plant to the Santa Fe River. The City is interested in utilizing a portion of these return flows as a means to offset La Cienega depletions caused by the diversion of groundwater for municipal supply under Buckman Well Field Permits RG-20516- et al. The Return Flow Plan will be integrated with the City's conjunctive water management strategy which includes San Juan Chama and Santa Fe River surface water sources, Buckman and City Well Field groundwater sources, indirect potable

reuse, and conservation to maximize use of available water resources while providing operational flexibility and water supply reliability.

The Contractor will develop an updated work plan for providing a technical approach to utilize existing geohydrologic data and any supplemental field data collected as determined necessary to address data gaps and complete this plan which will include developing an integrated site conceptual model that describes the surface and groundwater interactions, seepage rates and recharge of underlying aquifer system from Santa Fe River releases, and an overall water budget of the hydrologic system including: diversions; seepage losses; evapotranspiration effects and other analyses necessary to satisfy OSE requirements, so that the return flows satisfy the City's groundwater pumping offset requirements. The plan should comply with OSE's Policy on discharge credits (Return Flow - #4-2009) and other relevant regulatory policy documents.

SubTask A. Assist with Evaluation of Lower Santa Fe River flows to determine Availability of Treated Effluent for Return Flow or Discharge Credits

The purpose of this task is to quantify the amount of treated effluent that can be committed for return flow or discharge credits. The Contractor will assist ongoing research quantifying and characterizing Lower Santa Fe River flows and water budgets. The results will be integrated with the City's water management strategy.

SubTask B. Technical assistance with feasibility analysis of return flow options

The Contractor will work with the Water Division with analysis of return flow options such as expanded reuse program, instream flows, water quality limitations of return flow uses, and depletion offset and exchange strategies.

SubTask C. Prepare Maps to Assist with Plan Development

The Contractor will assist with preparation of project maps that will be incorporated into a reuse plan.

SubTask D. Develop Return Flow Quantification Method

The Contractor will develop a water budget accounting and metering plan for discharge and return flow quantification. The Contractor will work with the Water Division with developing a data collection plan that would allow for development of the preferred return flow accounting method.

Task 5: Depletion Management Strategy and Water Rights Acquisition Plan

Offset Acquisition Targets - In order to comply with the City of Santa Fe's groundwater well permits from the New Mexico Office of the State Engineer (OSE), the City is required to provide "offsets" in the form of surface water rights from five different administrative basins: 1) Middle Rio Grande, 2) Upper Rio Grande, 3) La Cienega, 4) Nambe-Pojoaque, and 5) Tesuque, although the vast majority are located in the Middle Rio Grande. When the City pumps groundwater from any of the wells having offset requirements, the OSE utilizes an administrative groundwater model to determine the impacts of that pumping in each impacted administrative basin and determines the quantity and duration of the impacts from a given year's groundwater pumping. The acquisition of offsets is a difficult and expensive

process for the City and the purpose of this work plan will be to ease that burden by the Contractor determining offset acquisition targets based on projected pumping and acceptable rates of groundwater decline. These targets will be specific quantities of water rights for each administrative basin based on acceptable rates of pumping and groundwater decline from the Buckman Well Field, City Well Field, Northwest Well, and potential future alternate points of diversion for optimizing the City Well Field.

SubTask A. Evaluating the City's existing water rights portfolio

The Contractor will evaluate the City's existing water rights portfolio in the Water Bank database to understand all details for each existing water right permit. As part of this task, the Contractor will prepare a map showing the location of all permits in the Water Bank database.

SubTask B. Evaluation of Offset Requirements

The Contractor will work with the City to develop a series of model runs for the evaluation of offset requirements. The Contractor proposes a maximum of 20 model run scenarios, which will include serval iterations to evaluate the Northwest well settlement conditions of approval. The Contractor will perform the administrative model runs required to compare past, current and future (projected) pumping schedules to determine the optimal strategy for surface water right acquisitions to satisfy offset requirements. Results will be presented in a technical memorandum with graphs, maps, and summary tables.

SubTask C. Evaluation of Offset Potential

The offset potential varies, and depends if the water right is for diversion of surface water or groundwater, and the proof of beneficial use. Offsets from surface water rights may be limited by the consumptive use rather than the diversion quantity, and offsets from groundwater rights will be subject to proximity to the stream system and administrative model results. The Contractor will evaluate the offset potential for each water right considering the above factors.

SubTask D. Develop Recommended Strategy

The results from tasks 1 through 4 will be used to develop a recommended strategy for the City to implement strategic water rights purchases in the 5 stream systems. The strategy will also include results from Work plan 4 (discharge credit plan). The Contractor will present draft recommendations to obtain feedback from the City, and then prepare a summary report.

Task 6: Potential Water Right Purchase Evaluations

The Contractor will provide written evaluations of water rights under consideration originating either as City purchases or as privately owned water rights being transferred to the City of Santa Fe Water Bank. The scope and purpose of the evaluation is to determine the legitimacy of the right and the amount likely to be approved for transfer by the New Mexico Office of the State Engineer. Water rights under consideration as City purchases shall be paid directly by the City of Santa Fe and the bid should be identified as a per-unit estimate for each evaluation and a total cost based on providing five such assessments per year. In addition, evaluations will be required for privately owned water rights being proposed for

transfer into the City's Water Bank. The cost of these evaluations is borne by the applicant and will be paid directly from that entity. Evaluations by the Contractor of private water rights are not expected to occur more frequently than ten times per calendar year.

SubTask A. Evaluation methods

The purpose of the evaluation is to determine the legitimacy of the right and the amount likely to be approved for transfer by the NMOSE. The Contractor will complete a review of water rights documents to determine risks of transfer, such as permit status and potential proof of beneficial use; determine the value of the potential water right transfer to the City; and calculate potential use for the City as offsets or diversions.

SubTask B. Written Evaluation

The Contractor will provide written evaluations of water rights under consideration originating either as City purchases or as privately owned water rights being transferred to the City of Santa Fe Water Bank. The written evaluation will include a summary of the water right consider and the results of the evaluation. If appropriate, the Contractor will provide other innovative recommendations to consider, such as alternative use of water right, transfer conditions for privately owned water right such as use of proposed development open space for Aquifer Storage & Recovery.

Task 7: Wellhead Protection and Water Quality Issues

The City Well Field is surrounded by historical legacy groundwater contamination sites. The Contractor will assist the City with implementing the wellhead protection groundwater monitoring program and evaluation of groundwater contamination sites as information becomes available. The Contractor will work closely with the City, the City's engineering consultants, and NMED in achieving these work plan goals.

SubTask A. Analysis of Contamination Sites

The Contractor will perform analysis of monitoring and cleanup reports for contaminations sites within the City Limits. Results of the field work will be used to develop the monitoring design.

SubTask B. Implementation of Monitoring Design

The Contractor will provide an updated monitoring design that will delineate the locations, frequency, and types of monitoring needed to support wellhead protection. The Contractor will collect water level and water quality data, where accessible to assist with implementation of the wellhead protection program. The Contractor will provide a final report that can be submitted to NMED.

In summary, the Contractor shall submit brief work plan(s), expanding detail on the work plans listed above, describing its approach to satisfy the work plan objectives and subsequent tasks, along with a schedule to indicate how the work will be accomplished. These brief work plan(s) should be prepared such that it can be incorporated with only minor modifications. The Contractor will be expected to conduct monthly progress review meetings to go over progress of the work plan(s), in addition to those tasks needed to complete the professional services agreement scope of work.

Attachment 1: John Shomaker & Associates, Inc. Proposal for RFP #'17/26/P

Included below, Budget for one-year project (FY 2020-21):

City of Santa Fe, New Mexico

memo

Date: May 20, 2020

To: Public Utilities/Public Works Committee, Finance Committee and City Council

Via: Shannon Jones, Public Utilities Director SJ
Jesse Roach, Water Division Director JR

From: Bill Schneider, Water Resources Coordinator WHS

RE: Amendment No. 4 to Professional Services Agreement (PSA) with John Shomaker and Associates (JSAI) for $197,560 plus GRT to provide Hydrogeologic Services for Water Right Acquisitions, Permits, and Compliance

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ITEM AND ISSUE

The City of Santa Fe's (City) Water Division (WD). The WD is requesting to amend the PSA with JSAI to provide continued hydrogeologic technical services to support required water rights, permitting, compliance and planning activities.

BACKGROUND AND SUMMARY

The City's WD entered into a PSA with JSAI for hydro services via competively bid request for proposal (RFP) for hydro **services (RFP '17/26/P) that was awarded as PSA #17**-0520. The City has utilized this contract to comply with City Chapter 25 Ordinance and New Mexico Office of the State Engineer (OSE) permit compliance requirements. The legal and regulatory requirements this contract supports is provided as Attachment A.

The WD utilizes the contract to work on the following:

- City Well Field permit and compliance monitoring and reporting
- Buckman Well Field permit and compliance monitoring reporting
- Santa Fe River monitoring for Santa Fe River releases for Living River and Acequia deliveries
- Hydrogeologic monitoring and accounting to support aquifer recharge management
- Hydro technical services to support return flow credit strategies **for City's San Juan Chama Project and** native Rio Grande and tributary water rights
- Dashboard development for Buckman Direct Diversion accounting
- Water rights acquisition due diligence support
- Water quality monitoring and wellhead protection
- Water Bank
- Aquifer management and sustainability
- Groundwater sampling, analysis and contaminant tracking

Upcoming FY20/21 technical hydro services anticipated to be completed under this Amendment No. 4 include all a**spects of the WD permit compliance requirements necessary to protect the City's wa**ter rights portfolio and assets. **A summary of the City's water rights activities are presented at** https://www.santafenm.gov/water_rights

ACTION REQUESTED

Staff requests approval of Amendment No. 4 to PSA #17-0520 with JSAI for hydro technical services to ensure the WD will meet all obligations for its Water Right Acquisitions, Permits, and Compliance. The request for funding of $213,117.85 excluding gross receipts tax (GRT) was budgeted as part of the FY2021 Water Division CIP Request and will be available in Business Unit/Line Item 5050381.510300.

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 John Shomaker & Associates

3 Complete information requested ☑ Plus GRT ☐ Inclusive of GRT

Original Contract Amount: $296,477.00

Termination Date: June 30, 2018

☑ Approved by Council Date: June 14, 2017

☐ or by City Manager Date:

Contract is for: Hydrology

Amendment # 4 to the Original Contract# 17-0520

Increase/(Decrease) Amount $ $197,560.00

Extend Termination Date to: June 30, 2021

☑ Approved by Council Pending

☐ or by City Manager Date:

Amendment is for: Increase comp and Term for new FY

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

Amount $ 296,477.00 of original Contract# 17-0520 Termination Date: 6/30/2018
Reason: Original Contract

Amount $ 296,477.00 amendment 1 Termination Date: 6/30/2019
Reason: Extend term increase FY comp # 18-0751

Amount $ 65,825.00 amendment # 2 Termination Date: NA
Reason: Increase scope #19-0118

Amount $ 271,001.00 amendment # 3 Termination Date: 6/30/2020
Reason: Increase in compen for FY 1920 and extend term.

Amount $ 197,560.00 amendment # 4 Termination Date: 6/30/2020
Reason: Increase in compen for FY 20/21 and extend term.

Total of Original Contract plus all amendments: $ $1,127,340.00

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

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

RFP# 17/26/P Date: January 5, 2017

RFQ ☐ Date:

Sole Source ☐ Date:

Other

6 **Procurement History:** Year 4 of 4
example: (First year of 4 year contract)

Purchasing Officer Review

Comments or Exceptions:

7 **Funding Source:** Water CIP Fund **BU/Line Item:** 5050381.510300

Alexis Lotero
Alexis Lotero (Jun 29, 2023 14:08 MDT)

Budget Officer Approval

Comments or Exceptions:

8 **Any out-of-the ordinary or unusual issues or concerns:**
N/A
(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** Maya Martinez

Phone # 4271

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

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

To be recorded by City Clerk:

Contract #

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

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

Comments:

CITY OF SANTA FE RFP PROCUREMENT CHECKLIST

Contractor Name: John Shomaker and Associates

Procurement Title: Hydrology

Solicitation RFP#: 17/28/P

Department Requesting/Staff Member PUD - William Schneider

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☒	☐	Approved Procurement Checklist (by Purchasing)
☒	☐	Departments Recommendation of Award Memo addressed to Finance
☒	☐	Tabulation Evaluation score sheet
☐	☒	BAR
☐	☒	FIR
☒	☐	Contract, Agreement or Amendment
☒	☐	Current Business Registration and CRS numbers on contract or agreement
☒	☐	Summary of Contracts and Agreements form
☒	☐	Certificate of Insurance
☐	☐	Other: _____

William Schneider, Water Resources
Department Rep Printed Name and Title

WH Schneider
WH Schneider (May 27, 2020 18:43 MDT)

Department Rep Signature attesting that all information included

Fran Dunaway
Fran Dunaway (May 29, 2020 14:50 MDT)

Purchasing Officer attesting that all information is reviewed

REQUIRED DOCUMENTS FOR BID FILE*

YES	N/A	
☒	☐	Final RFP Document
☒	☐	Copy of legal solicitation published in the newspaper, website, etc.
☒	☐	All addendums
☐	☒	Plan holders list
☒	☐	Copies of all RFP submittals
☒	☐	Complete evaluation score sheets
☒	☐	Non-Responsive/Non-Responsibility Form and correspondence or letters from Department to vendor regarding disqualifications
☐	☒	Oral presentations (sign-in sheets, presentation materials, etc.)

*

☐	☒	Documentation sent to Proponents/Offerors and responses received regarding clarifications, decisions, negotiations, and/or best and final offers, etc.
☐	☒	Reference Reviews/Reference Check Questionnaires
☐	☒	Pricing evaluation
☐	☒	Final overall evaluation matrix or summary of evaluator scores
☐	☐	Other: _____

AWARD*

YES	N/A	
☒	☐	Fully executed Memo to Committees from the Department with recommendation of award
☒	☐	Winning proposal (this is a copy that has all confidential/proprietary information excluded)
☒	☐	Contract Award Notice
☒	☐	Email or notification sent to all Proponent(s)/Offerors that award was made
☐	☒	Waiver or "No Action Taken" from Procurement Office
☐	☒	If IFB and not awarded to lowest responsive, responsible bidder; written explanation
☐	☐	Other: _____

DISCLOSURES*

YES	N/A	
		Contractor Disclosures & Conflicts of Interest
☐	☒	Disclosures & Conflicts of Interest Form(s) (winning proponent(s)/offeror(s))
		Contractor –Conflicts of Interest
☐	☒	Purchasing Office Letter or e-mail to designated individual regarding potential conflict
☐	☒	Conflict of Interest Form signed by all parties
☐	☒	Letter from Procurement Office regarding the potential conflict
		Subcontractor Disclosures
☐	☒	Disclosures & Conflicts of Interest form of Subcontractor(s)
		Subcontractor –Conflicts of Interest
☐	☒	Purchasing Officer Letter or email to designated individual regarding potential conflict
☐	☒	Conflict of Interest form signed by all parties
☐	☒	Letter from Legal Office regarding the potential conflict
☐	☐	Other: _____

CONTRACT*

YES	N/A	
☒	☐	Copy of Executed Contract
☒	☐	Copy of all documentation presented to the Committees
☒	☐	Finalized Council Committee Minutes
☐	☐	Other: _____

MISCELLANEOUS FILE*

YES	N/A	
☐	☐	Local Preference Form
☐	☐	New Mexico Residence Form
☐	☐	Veterans Exemption
☐	☐	Other: _____

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

*

PROTEST (If applicable)*

YES	N/A	
☐	☒	Documentation from protester filed with the Purchasing Office
☐	☒	Letter from Department to Purchasing Office Providing response to protest
☐	☒	Letter from Purchasing Officer to protester and Department on final outcome
☐	☐	Other: _____

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

YES	N/A	
☒	☐	Original proposal (s) with no redactions

William Schneider, Water Resources

Department Rep Printed Name and Title

Wil Schneider

Wil Schneider (May 27, 2020 18:43 MDT)

Department Rep Signature attesting that all information included

*

City of Santa Fe
FY20 Fiscal Impact Analysis (Non-Personnel Expenditures)

General Information

Department Name:	public utilities	Department Name:	public utilities
Division Name:	water	Division Name:	water

Financial Information

Amount Requested:	$213,117.85	Munis Fund Number:	505
Vendor Name:	John Shomaker and Associates (JSAI)	Munis Org Number:	5050381
Approved by Director?	Yes Shannon Jones Shannon Jones (May 28, 2020 07:35 MDT)	Munis Object Code:	510300

Expenditure Information

1. Describe the purchase of goods/services. Is this one-time or recurring? Please explain why this is the lowest cost option for this expenditure.

The City's WD entered into a PSA with JSAI for hydro services via competively bid request for proposal (RFP) for hydro services (RFP '17/26/P) that was awarded as PSA #17-0520. The services are recurring and required to protect the City's water rights portfolio assets.

2. Please describe which legally required City service does this procurement support? Does this procurement provide support for compliance with City, State and Federal requirements? If yes, please explain.

The City has utilized this contract to comply with City Chapter 25 Ordinance and New Mexico Office of the State Engineer (OSE) permit compliance requirements. The legal and regulatory requirements this contract supports is provided as Attachment A.

3. Can these services be performed by City employees in your department or in other departments? If the answer is no, please explain.

The City staff support these hydro technical services efforts but the City does not own the monitoring equipment nor have the highly specialized expertise to self-perform these regulatory and legal requirement actions.

4. Would there be any adverse health, safety or economic implications if this expenditure was not approved? What impact will there be on the department and the City operations if this expenditure is not approved.

Yes. These services are necessary for the City to comply with its regulatory and legal requirements for its water rights portfolio permits. The City's water rights are assets worth several hundred million dollars and permit compliance must be achieved to protect these assets.

5. If this purchase is not approved with City funds, what are alternative funding sources for the proposed expenditure? Does this duplicate efforts being provided by other governmental, for profit or non-profit entities?

While the Water Division is seeking and utilizes several outside funding sources, the regulatory and legal obligations are funded through the water resources operating funds. Outside funding would not be permitted to be used towards these obligations.

[illegible] [illegible] (Jun 29, 2020 14:50 MDT)	Alexis Lotero Alexis Lotero (Jun 29, 2020 14:08 MDT)	
Procurement Office Signature	Budget Office Signature	Finance Director Signature

City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: JOHN SHOMAKER & ASSOCIATES, INC.
DBA: JOHN SHOMAKER & ASSOC, INC.

Business Location: SF COUNTY
SANTA FE, NM 87501

CRS Number: 02058266008

Owner: JOHN SHOMAKER

License Number: 225084

License Type: Business License - Renewable

Issued Date: February 07, 2020

Classification: Out of Jurisdiction Contractor - Specialty

Expiration Date: December 31, 2020

Fees Paid: $10.00

JOHN SHOMAKER & ASSOCIATES, INC.
2611 BROADBENT PKWY NE
ABLUQUERQUE, NM 87107

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

JOHNSHO-02 AFORAKER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/22/2020

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 License # 0757776 HUB International Insurance Services (NMX) 7770 Jefferson Street NE Suite 101 Albuquerque, NM 87109	CONTACT NAME: PHONE (A/C, No, Ext): (505) 828-4000 FAX (A/C, No): (866) 487-3972 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Continental Casualty Company	20443
INSURED John Shomaker & Associates Inc 2611 Broadbent Prkwy NE Albuquerque, NM 87107	INSURER B : The Continental Insurance Company	35289
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:	X		4034680389	8/1/2019	8/1/2020	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 $ $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			4034680425	8/1/2019	8/1/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			4034680473	8/1/2019	8/1/2020	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		6011635475	8/11/2019	8/11/2020	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
A	E&O / Pollution			EEH288341818	1/7/2020	1/7/2021	Occurrence/Aggregate	3,000,000

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

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

City of Santa Fe
PO Box 909
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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AGENCY CUSTOMER ID: JOHNSHO-02 AFORAKER

LOC #: 1

ACORD

ADDITIONAL REMARKS SCHEDULE

AGENCY	License # 0757776	NAMED INSURED
HUB International Insurance Services (NMX)		John Shomaker & Associates Inc 2611 Broadbent Prkwy NE Albuquerque, NM 87107
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1	SEE P 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
The policy includes a blanket additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

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BLANKET ADDITIONAL INSURED
AND
LIABILITY EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM
BUSINESSOWNERS COMMON POLICY CONDITIONS

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I. BLANKET ADDITIONAL INSURED PROVISIONS

A. ADDITIONAL INSURED – BLANKET VENDORS

Who Is An Insured is amended to include as an additional insured any person or organization (referred to below as vendor) with whom you agreed under a "written contract" to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:
   a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
   b. Any express warranty unauthorized by you;
   c. Any physical or chemical change in the product made intentionally by the vendor;
   d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

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e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(1) The exceptions contained in Subparagraphs **d.** or **f.**; or

(2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

3. This provision **2.** does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Policy.

4. This provision **2.** does not apply if "bodily injury" or "property damage" included within the "products-completed operations hazard" is excluded either by the provisions of the Policy or by endorsement.

B. MISCELLANEOUS ADDITIONAL INSUREDS

1. **Who Is An Insured** is amended to include as an insured any person or organization (called additional insured) described in paragraphs **3.a.** through **3.j.** below whom you are required to add as an additional insured on this policy under a "written contract.":

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

a. A higher limit of insurance than required by such "written contract";

b. Coverage broader than required by such "written contract" and in no event greater than that described by the applicable paragraph a. through k. below; or

c. Coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard." But this paragraph **c.** does not apply to the extent coverage for such liability is provided by paragraph **3.j.** below.

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

3. Only the following persons or organizations can qualify as additional insureds under this endorsement:

a. **Controlling Interest**

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

(1) such person or organization's financial control of you; or

(2) Premises such person or organization owns, maintains or controls while you lease or occupy these premises;

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

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b. Co-owner of Insured Premises

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

c. Grantor of Franchise

Any person or organization that has granted a franchise to you, but only with respect to such person or organization's liability for "bodily injury", "property damage", or "personal and advertising injury" as grantor of a franchise to you.

d. Lessor of Equipment

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

e. Lessor of Land

Any person or organization from whom you lease land, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the ownership, maintenance or use of that specific part of the land leased to you, provided that the "occurrence" giving rise to such "bodily injury" or "property damage" or the offense giving rise to such "personal and advertising injury", takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

f. Lessor of Premises

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

g. Mortgagee, Assignee or Receiver

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

This insurance does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

h. State or Political Subdivisions

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

(1) The following hazards in connection with premises you own, rent, or control and to which this insurance applies:

(a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or

(b) The construction, erection, or removal of elevators; or

(c) The ownership, maintenance or use of any elevators covered by this insurance; or

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(2) The permitted or authorized operations performed by you or on your behalf. But the coverage granted by this paragraph does not apply to:

(a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or government agency or subdivision or political subdivision; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

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

i. **Trade Show Event Lessor**

With respect to your participation in a trade show event as an exhibitor, presenter or displayer, any person or organization .whom you are required to include as an additional insured, but only with respect to such person or organization's liability for "bodily injury", "property damage", or "personal and advertising injury" cause by:

a. Your acts or omissions; or

b. Acts or omissions of those acting on your behalf;

in the performance of your ongoing operations at the trade show premises during the trade show event.

j. **Other Person or Organization**

Any person or organization who is not an additional insured under paragraphs **a.** through **i.** above. Such additional insured is an insured solely for "bodily injury", "property damage" or "personal and advertising injury" for which such additional insured is liable because of your acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:

(1) For "bodily injury," "property damage," or "personal and advertising injury" arising out of the rendering or failure to render any professional services;

(2) For "bodily injury" or "property damage" included in the "products-completed operations hazard." But this provision (2) does not apply to such "bodily injury" or "property damage" if:

(a) It is entirely due to your negligence and specifically results from your work for the additional insured which is the subject to the "written contract"; and

(b) The "written contract" requires you to make the person or organization an additional insured for such "bodily injury" or "property damage"; or

(3) Who is afforded additional insured coverage under another endorsement attached to this policy.

C. ADDITIONAL PROVISIONS PERTINENT TO ADDITIONAL INSURED COVERAGE

With respect only to additional insured coverage provided under paragraphs A. and B. above:

1. The **BUSINESSOWNERS COMMON POLICY CONDITIONS** are amended to add the following to the Condition entitled **Other Insurance**:

This insurance is excess of all other insurance available to an additional insured whether primary, excess, contingent or on any other basis. However, if a "written contract" requires that this insurance be either primary or primary and noncontributing, then this insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.

2. Under **Liability and Medical Expense Definitions**, the following definition is added:

"Written contract" means a written contract or agreement that requires you to make a person or organization an additional insured on this policy, provided the contract or agreement:

a. Is currently in effect or becomes effective during the term of this policy; and

b. Was executed prior to:

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(1) The "bodily injury" or "property damage"; or

(2) The offense that caused the "personal and advertising injury";

for which the additional insured seeks coverage.

II. LIABILITY EXTENSION COVERAGES

It is understood and agreed that this endorsement amends the **Businessowners Liability Coverage Form.** If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement to such provision do not apply.

A. Bodily Injury – Expanded Definition

Under **Liability and Medical Expenses Definitions**, the definition of "Bodily injury" is deleted and replaced by the following:

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

B. Broad Knowledge of Occurrence

Under Businessowners Liability Conditions, the Condition entitled Duties In The Event of Occurrence, Offense, Claim or Suit is amended to add the following:

Paragraphs **a.** and **b.** above apply to you or to any additional insured only when such "occurrence," offense, claim or "suit" is known to:

(1) You or any additional insured that is an individual;

(2) Any partner, if you or an additional insured is a partnership;

(3) Any manager, if you or an additional insured is a limited liability company;

(4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;

(5) Any trustee, if you or an additional insured is a trust; or

(6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This paragraph applies separately to you and any additional insured.

C. Estates, Legal Representatives and Spouses

The estates, heirs, legal representatives and spouses of any natural person insured shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives and spouses only for claims arising solely out of their capacity as such and, in the case of a spouse, where such claim seeks damages from marital common property, jointly held property, or property transferred from such natural person insured to such spouse. No coverage is provided for any act, error or omission of an estate, heir, legal representative or spouse outside the scope of such person's capacity as such, provided however that the spouse of a natural person Named Insured and the spouses of members or partners of joint venture or partnership Named Insureds are insureds with respect to such spouses' acts, errors or omissions in the conduct of the Named Insured's business.

D. Legal Liability – Damage To Premises

1. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, Exclusion **k. Damage To Property**, is replaced by the following:

   k. Damage To Property

   "Property damage" to:

   1. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of

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such property for any reason, including prevention of injury to a person or damage to another's property;

2. Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

3. Property loaned to you;

4. Personal property in the care, custody or control of the insured;

5. That particular part of any real property on which you or any contractors or subcontractors working directly or indirectly in your behalf are performing operations, if the "property damage" arises out of those operations; or

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

Paragraph **2** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **1**, **3**, and **4**, of this exclusion do not apply to "property damage" (other than damage by fire or explosion) to premises:

(1) rented to you:

(2) temporarily occupied by you with the permission of the owner, or

(3) to the contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to Damage To Premises Rented To You as described in Section D – Liability and Medical Expenses Limits of Insurance.

Paragraphs **3**, **4**, **5**, and **6** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **6** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

2. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, the following paragraph is added, and replaces the similar paragraph, if any, beneath paragraph **(14)** of the exclusion entitled **Personal and Advertising Injury**:

Exclusions **c, d, e, f, g, h, i, k, l, m, n, and o**, do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner or to the contents of premises rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to this coverage as described in **Section D. Liability And Medical Expenses Limits Of Insurance.**

3. The first Paragraph under Item **5. Damage To Premises Rented To You Limit** of the section entitled **Liability And Medical Expenses Limits Of Insurance** is replaced by the following:

The most we will pay under Business Liability for damages because of "property damage" to any one premises, while rented to you or temporarily occupied by you with the permission of the owner, including contents of such premises rented to you for a period of 7 or fewer consecutive days, is the Damage to Premises Rented to You limit shown in the Declaration.

E. Personal and Advertising Injury – Discrimination or Humiliation

1. Under **Liability and Medical Expenses Definitions**, the definition of "personal and advertising injury" is amended to add the following:

h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

(1) Not done intentionally by or at the direction of:

(a) The Insured; or

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(b) Any "executive officer," director, stockholder, partner, member or manager (if you are a limited liability company) of the insured; and

(2) Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or person by any insured.

2. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, the exclusion entitled **Personal and Advertising injury** is amended to add the following additional exclusions:

(15) Discrimination Relating to Room, Dwelling or Premises

Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

(16) Employment Related Discrimination

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

(17) Fines or Penalties

Fines or penalties levied or imposed by a governmental entity because of discrimination.

3. This provision **(Personal and Advertising Injury – Discrimination or Humiliation)** does not apply if **Personal and Advertising Injury Liability** is excluded either by the provisions of the Policy or by endorsement.

F. Personal and Advertising Injury - Broadened Eviction

Under **Liability and Medical Expenses Definitions**, the definition of "Personal and advertising injury" is amended to delete Paragraph c. and replace it with the following:

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room dwelling or premises that a person or organization occupies committed by or on behalf of its owner, landlord or lessor.

G. Waiver of Subrogation – Blanket

We waive any right of recovery we may have against:

a. Any person or organization with whom you have a written contract that requires such a waiver.

All other terms and conditions of the Policy remain unchanged.

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IMPORTANT: THIS ENDORSEMENT CONTAINS DUTIES THAT APPLY TO THE ADDITIONAL INSURED IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT. SEE PARAGRAPH C., OF THIS ENDORSEMENT FOR THESE DUTIES.

BLANKET ADDITIONAL INSURED ENDORSEMENT WITH PRODUCTS-COMPLETED OPERATIONS COVERAGE & BLANKET WAIVER OF SUBROGATION

Architects, Engineers and Surveyors

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM
BUSINESSOWNERS COMMON POLICY CONDITIONS

A. Who Is An Insured is amended to include as an insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement; but the written contract or written agreement must be:

1. Currently in effect or becoming effective during the term of this policy; and
2. Executed prior to the:
   a. "Bodily injury" or "property damage"; or
   b. Offense that caused the "personal and advertising injury";

   for which the additional insured seeks coverage

B. The insurance provided to the additional insured is limited as follows:

1. The person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:
   a. Your acts or omissions; or
   b. The acts or omissions of those acting on your behalf,

   in the performance of your ongoing operations specified in the written contract or written agreement; or
   c. "Your work" that is specified in the written contract or written agreement, but only for "bodily injury" or "property damage" included in the "products-completed operations hazard", and only if:
      (1) The written contract or written agreement requires you to provide the additional insured such coverage; and
      (2) This Coverage Part provides such coverage.
2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
3. The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including:
   a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications by any architect, engineer or surveyor performing services on a project of which you serve as construction manager; or
   b. Inspection, supervision, quality control, engineering or architectural services done by you on a project of which you serve as construction manager.

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4. The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of construction or demolition work while you are acting as a construction or demolition contractor.

C. Under **Businessowners Liability Conditions**, the condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended to add the following:

An additional insured under this endorsement will as soon as practicable:

1. Give written notice of an occurrence or an offense to us which may result in a claim or "suit" under this insurance;
2. Tender the defense and indemnity of any claim or "suit" to us for a loss we cover under this Coverage Part;
3. Except as provided for in paragraph **D.2.** below:
   a. Tender the defense and indemnity of any claim or "suit" to any other insurer which also has insurance for a loss we cover under this Coverage Part; and
   b. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a claim or "suit" from the additional insured.

D. With respect only to the insurance provided by this endorsement, the condition entitled **Other Insurance** of the **BUSINESSOWNERS COMMON POLICY CONDITIONS** is amended to delete paragraphs **2.** and **3.** and replace them with the following:

2. This insurance is excess over any other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, But if required by the written contract or written agreement, this insurance will be primary and noncontributory relative to insurance on which the additional insured is a Named Insured.
3. When this insurance is excess, we will have no duty under **Business Liability** insurance to defend the additional insured against any "suit" if any other insurer has a duty to defend the additional insured against that "suit" If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured's rights against all those other insurers.

   When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

   (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

   (b) The total of all deductible and self-insured amounts under all that other insurance.

   We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

E. The condition entitled **Transfer of Rights of Recovery Against Others to Us** of the **BUSINESSOWNERS COMMON POLICY CONDITIONS** is amended to deleted paragraph **2.** and replace it with the following:

2. We waive any right of recovery we may have against any person or organization with whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included within the "products-completed operations hazard."

All other terms and conditions of the Policy remain unchanged.

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Signature:

Email: jdroach@santafenm.gov

Signature:

Email: mtmccoy@ci.santa-fe.nm.us

ITEM # 19-0645

CITY OF SANTA FE
AMENDMENT No. 3 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM#17-0520; 18-0751

AMENDMENT No. 3 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 14, 2017 the "Agreement"), between the City of Santa Fe (the "City") and John Shomaker & Associates, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS

A. Under the terms of the Agreement #17-0520, Contractor has agreed to provide Professional 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. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total two hundred seventy one thousand and one dollar ($271,001) plus applicable gross receipts tax, 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 eighty four thousand two hundred seventy four dollars ($884,274.) plus applicable gross receipts taxes, in total for the term of the Agreement.

2. TERM.

Article 5 of the Agreement is amended to extend the term of the Agreement, so that Article 5 reads in its entirety as follows:

This Agreement shall terminate on June 30, 2020 unless terminated pursuant to Paragraph 6, infra.

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: 8/2/19

CONTRACTOR:
JSAI

NAME & TITLE Steve Finch, V.P.

Date: April 25, 2019

CRS #:02-058266008
Business Registration #:19-00129246

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
cc mtg. - 7-31-19

APPROVED AS TO FORM:

4/22
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

(for M. McCoy) 06.02.19
MARY MCCOY, FINANCE DIRECTOR

52300/510300
Business Unit/Line Item

ITEM # 19.0118

CITY OF SANTA FE
AMENDMENT No. 2 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM#17-0520

AMENDMENT No. 2 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 14, 2017 (the "Agreement"), between the City of Santa Fe (the "City") and John Shomaker & Associates, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

RECITALS

A. Under the terms of the City of Santa Fe Agreement #17-0520, Contractor has agreed to provide professional 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 is amended to include the tasks as outlined in Exhibit "B" attached hereto and incorporated herein.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of sixty five thousand eight hundred twenty five dollars ($65,825) plus applicable gross receipts tax 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 thirteen thousand two hundred seventy three dollars ($613,273), plus gross receipts tax, in total for the term of this Agreement.

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.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: 3/5/19

CONTRACTOR:
John Shomaker & Associates, Inc

NAME & TITLE Steve Finch, V.P.

DATE: March 8, 2019
CRS # 02-058266008
City of Santa Fe Business
Registration # 19-00129246

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
CC mtg. 2/27/2019

APPROVED AS TO FORM:

1/16
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

52300.510300
business Unit/Line

ITEM # 18-0751

CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM#17-0520

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 14, 2017 (the "Agreement"), between the City of Santa Fe (the "City") and John Shomaker & Associates, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

RECITALS

A. Under the terms of the City of Santa Fe Agreement #17-0520, Contractor has agreed to provide professional 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. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of two hundred seventy three seventy hundred twenty four dollars ($273,724) plus applicable gross receipts tax 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 forty seven thousand four hundred forty eight dollars ($547,448), plus gross receipts tax, in total for the term of this Agreement.

2. TERM.

Article 5 of the Agreement is amended to extend the term of the Agreement, so that Article 5 reads in its entirety as follows:

This Agreement shall terminate on June 30, 2019 unless terminated pursuant to Paragraph 6, infra.

3. AGREEMENT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No.1 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: 7/5/18

CONTRACTOR:

NAME & TITLE Steve Finch, V.P.

DATE: 7/12/18

CRS # 02-05826600 8

City of Santa Fe Business Registration # 18-00129246

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

CC mtg. 6/27/18

APPROVED AS TO FORM:

5/7

CITY ATTORNEY

APPROVED:

7-3

FINANCE DIRECTOR

52300.510300
Business Unit/Line

ITEM # 17-0520

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 John Shomaker & Associates, Inc. (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 professional services for the City as outlined in Exhibit "A" attached hereto.

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that it possesses the 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 two hundred seventy three thousand seven hundred twenty four dollars ($273,724.00), plus applicable gross receipts taxes.

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 and approval 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 terminate on June 30, 2018, unless sooner pursuant to Article 6 below. . This Agreement may be extended for three (3) additional twelve (12) month periods, not to exceed four (4) years by the written agreement of the parties amending this Agreement.

6. TERMINATION

A. This Agreement may be terminated by the City upon 30 days written notice to the Contractor.

(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, 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, the 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 named as an additional insured and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

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 arising from Contractor's performance under this Agreement as well as the performance of Contractor's employees, agents, representatives and subcontractors.

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:
Water Division Director
801 W. San Mateo
Santa Fe, NM 87504

Contractor:
Steven T. Finch Jr.
John Shomaker & Associates, Inc.
2611 Broadbent Pkdwy NE
Albuquerque, NM 87107

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

CITY OF SANTA FE:

JAVIER M. GONZALES, MAYOR

DATE: 6/19/17

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
@C mtg 6/14/17

APPROVED AS TO FORM:

5/23
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

ADAM JOHNSON, FINANCE DIRECTOR

CONTRACTOR:

V.P.
NAME & TITLE Steven T. Finch Jr.

DATE: June 16, 2017

CRS #:02-058266008
Business Registration #:17-00129246

52300; 510300; 510310; 510340
Business Unit Line Item

Exhibit A

Scope of Work for John Shomaker and Associates, Inc.

Work Plan 1: Buckman Well Field OSE Permit Compliance Support

The City of Santa Fe (City) is obligated to comply with monitoring and reporting requirements for operating water supply wells under the Buckman Well Field permits. *Buckman Well Field Water-Level Monitoring Program Response to Condition of Approval No. 5, Permit No. RG-20516-S-10 thru RG-20516-S-13, City of Santa Fe,* adopted by all parties and the District Court in 2007, this biennial report summarizes production and water-level data in the City of Santa Fe's Buckman Well Field, documents water-level data and trends for BMP wells, provides 10-year and 40-year drawdown projections for wells in the Buckman Well Field Monitoring Program area, and addresses Permit Conditions 6 and 7, which address whether wells of other ownership may go dry as a result of pumping Buckman Wells 10 through 13 (BW10-13) under permit RG-20516-S-10 through RG-20516-S-13.

Task 1. Water Level Monitoring and Reporting
Contractor will provide an operation and maintenance plan for the Buckman Well Field. Continue with required data collection.

Task 2. Pumping Impacts and Analyses (Depletion Calculations)
Contractor will work with the New Mexico Office of the State Engineer (NMOSE) based upon the review comments of the last Buckman Well Field Monitoring Program biennial report.

Work Plan 2: Northwest Well & City Well Field NMOSE Permit Compliance Support

The City will be obligated to comply with the monitoring and reporting requirements for operating water supply wells under the Northwest and City Well Field permit. Contractor will provide support for Northwest Well and City Well Field permit compliance through monitoring; developing databases; evaluating monitoring results; performing hydrogeologic analysis and interpretation of groundwater data and results; generating and interpreting groundwater-flow model results; preparing monitoring report(s) and communicating with NMOSE, on behalf of the City, as directed by the City.

Task 1. Groundwater Monitoring and Reporting
The purpose of the monitoring plan and reporting in accordance with the Northwest Well Groundwater Monitoring Plan is to collect data to evaluate possible water-level declines in the area of the Northwest Well and the City Well Field. The data may also be used to help improve the simulation of groundwater flow and pumping in the area, and to simulate groundwater pumping in the area to evaluate the causes of possible future water-level declines. The City anticipates the data analysis and reporting for this monitoring plan will emulate the Buckman Well Field Monitoring Program. Contractor will provide these services, as part of the monitoring plan and reporting.

Details of the monitoring plan and reporting are provided in Attachment 1: John Shomaker & Associates, Inc. Proposal in response to RFP #'17/26/P & Attachment 2: March 8, 2017 Meeting notes for Scope of Work and Budget for RFP #'17/26P. The scope of work does not include pump contractor services required for installing sounding tubes in private wells; however, the Contractor will develop a work plan for pump contractor services.

Task 2. Pumping Impacts Analyses (Depletion Calculations)
Also, emulating the Buckman Well Field Monitoring Program, the Contractor will provide annual evaluations of the hydrologic impacts caused by groundwater pumping on streamflows of the Rio Grande and key tributaries Rio Pojoaque-Nambe, Rio Tesuque, and La Cienega Springs shall be conducted. The analyses comprises the use of groundwater flow modeling using the OSE Administrative Model for the City of Santa Fe to predict the rate of streamflow depletions from each of the water supply wells (points of diversion) based on actual rates of pumping.
The Contractor evaluations will include a comparative analysis of the depletions for each river reach with the City's portfolio of surface water rights for the purpose of complying with permit requirements where the City needs to demonstrate that sufficient surface water rights are in place to offset pumping depletions.

Work Plan 3: Santa Fe River Monitoring and Reporting

In 2016, the City initiated surface water monitoring on the Santa Fe River during the period of 'Living River' reservoir bypass flows in May, June, and July. The monitoring report was completed to comply with the requirements within the Administrative Procedures for the Santa Fe River Target Flow Ordinance and monitored streamflows at 7 stations. The monitoring further provided data to evaluate rates of targeted river flows during the annual bypass of flows below Nichols Reservoir, estimated river seepage to the underlying aquifer system, and quantified an overall water budget. The monitoring report concluded that additional monitoring was necessary to improve the understanding of groundwater and surface water interactions along the Santa Fe River as required by Ordinance 2012-10.

The Contractor will perform Santa Fe River monitoring and reporting in compliance with the requirements within the Administrative Procedures for the Santa Fe River Target Flow Ordinance and according to the recommendations of the 2016 Santa Fe River Monitoring Report.

Task 1. Automation of surface water gaging stations
Re-establish the automated measurement of streamflow at the existing staff gages below Nichols Reservoir and at St. Francis Drive at 15-minute intervals. The streamflow measurement requirement within the Administrative Procedures for the Santa Fe River Target Flow Ordinance will be fulfilled by installing pressure transducers at these staff gage locations and using the updated rating curves.

Task 2. Monitoring of Living River bypass flows
The Contractor will conduct five additional seepage runs during Living River bypass flows in 2017. These seepage runs would include measurement stations below Nichols Reservoir, at The Nature Conservancy's diversion gate, downstream of the return flow of Cerro Gordo, adjacent to Camino Pequeño upstream of Acequia Madre, below Acequia Madre (upstream of Patrick Smith Park), above St. Francis Drive (near the Boys & Girls Club), and at Ricardo Road, at a minimum, and would document the end-of-flow point. This will allow the City to update rating curves for the gages below Nichols Reservoir and at St. Francis Drive, update the seepage rate dataset, and update the relationship between flow below Nichols Reservoir and the end-of-flow point. These seepage run events should be accompanied by measurements of shallow water levels from monitoring wells MW-1, A, & B by the Contractor.

Task 3. Santa Fe River Seepage Loss Study
During the seepage runs, the Contractor will also measure streamflow at up to four newly-established stations between Nichols Reservoir and Cerro Gordo Road to study seepage losses and water budget in this reach, and compare seepage losses associated with flow through The Nature Conservancy's river restoration diversion route versus the 'bypass channel' of the Santa Fe River. In addition, the study needs to establish a seepage rate for losses from the 'bypass channel', which may contribute recharge to the lower elevation Two-mile pond. Field reconnaissance will be performed by the Contractor, in coordination with City staff, to identify the new measurement stations between Nichols Reservoir and Cerro Gordo Road and identify any seeps & springs along the reach of the...

Task 4. Monitoring of the diversions and an assessment along the upper Santa Fe River.
The Contractor will monitor the following points of interest, to include 1) Acequia Cerro Gordo, 2) Acequia Madre (upper), 3) Two-mile pond exit flume, and 4) The Nature Conservancy's diversion head gate. Each of these Santa Fe River diversions are currently not quantified; therefore, the goal for the Contractor will be to develop a method for monitoring diversions, instrument diversions, collect diversion data and assessing the data for year 2017. This task includes the purchase of data logger/transducers with supporting accessories and the necessary materials needed for installation, see Attachment 3: April 5, 2017 Meeting notes for Scope of Work and Budget the Upper Santa Fe River Diversion Monitoring & Assessment. Finally, the Contractor will prepare report of the findings, and provide recommendations for permanent diversion monitoring equipment.

Task 5. Santa Fe River Monitoring Report
Contractor will update the Santa Fe River Monitoring Report for 2017 and will include recommendations for enhancements to the monitoring program including monitoring methodologies and frequencies and use of new monitoring technologies where appropriate. Included in the update shall be identification of Santa Fe River target flows, aka 'Living River' flows, versus Acequia irrigation

delivery flows versus stormwater flows that have occurred in the Santa Fe River channel below Nichols Reservoir, especially during precipitation events in the spring and during the 'monsoon' season.

Task 6. Work Plan Schedule & Budget
The Contractor will provide a work plan, including a description of the field monitoring program, data analysis and reporting, along with a proposed schedule and budget.

Work Plan 4: Return Flow / Discharge Credit Plan

The City is seeking to develop a return flow/discharge credit strategy for its ongoing discharges from the Paseo Real Wastewater Treatment Plant to the Santa Fe River. The City is interested in utilizing a portion of these return flows as a means to offset La Cienega depletions caused by the diversion of groundwater for municipal supply under Buckman Well Field Permits RG-20516- et al. The Return Flow Plan will be integrated with the City's conjunctive water management strategy which includes San Juan Chama and Santa Fe River surface water sources, Buckman and City Well Field groundwater sources, indirect potable reuse, and conservation to maximize use of available water resources while providing operational flexibility and water supply reliability.

The Contractor will develop a work plan providing a technical approach to utilize existing geohydrologic data and any supplemental field data collected as determined necessary to address data gaps and complete this plan which will include developing an integrated site conceptual model that describes the surface and groundwater interactions, seepage rates and recharge of underlying aquifer system from Santa Fe River releases, and an overall water budget of the hydrologic system including: diversions; seepage losses; evapotranspiration effects and other analyses necessary to satisfy OSE requirements, so that the return flows satisfy the City's groundwater pumping offset requirements. The plan should comply with OSE's Policy on discharge credits (Return Flow - #4-2009) and other relevant regulatory policy documents.

Task 1. Confirm Availability of Treated Effluent For Return Flow or Discharge Credits
The purpose of this task is to quantify the amount of treated effluent that can be committed for return flow or discharge credits. The Contractor will prepare a draft technical memorandum detailing recommendations and present the results to City Staff for feedback. The proposed quantity of treated effluent allocated for the plan will be integrated with the City's water management strategy.

Task 2. Determine Annual Quantity of Discharge Credit Requested
The NMOSE recommends that the City prepare a conservative estimate of the maximum annual discharge credit requested based on full amount of pumping for 100 years. The Contractor will quantify the La Cienega offset requirements for the Buckman Well Field and other potential future pumping using the administrative model.

Task 3. Prepare Project Map
The NMOSE requires a project map detailing points of diversion requiring discharge credits, the reach where discharge credits will occur, monitoring points used for quantifying recharge, and reaches of the stream flor which offset is proposed. The Contractor will prepare a project map that will be incorporated into a plan to be submitted to NMOSE.

Task 4. Description of Discharge and Quantification Method
The Contractor will develop a metering plan for discharge quantification as required by the NMOSE. A sound approach may be to perform metering at a 15-minute interval for one year in order to refine the quantification of percent streamflow infiltrated and overall water balance. Discharge credits for subsequent years can then be based on the metered discharge multiplied by a conservative factor derived from the one-year "test" dataset.

Task 5. Hydrologic analysis to demonstrate that discharge water will offset stream depletions due to applicant's pumping Quantification of Discharge Credit Capacity
The Contractor will provide a hydrologic analysis report that will include an integrated site conceptual model describing the surface and groundwater interactions, seepage rates and recharge of underlying aquifer system from discharges, and an overall water budget to satisfy NMOSE requirements for demonstrating discharge credits.

Task 6. Notice of Intent to Discharge
NMOSE requires proof of a permit from the NMED for discharges to groundwater. This should already be covered under DP-289. However, the permit may need to be modified for discharges to stream segments other than the lower Santa Fe River. If discharge plan permit modification is required, the Contractor will provide recommendations for proposed modifications.

Task 7. Submit Plan to NMOSE
Results from Tasks 1 through 6 will be compiled into a draft plan for the City to review. The Contractor will present the results of the plan to the NMOSE Hydrology Bureau and Water Rights Division. Comments from the NMOSE will be addressed and the final plan will be submitted to the NMOSE for review and consideration.

Work Plan 5: Depletion Management Strategy and Water Rights Acquisition Plan

Offset Acquisition Targets – In order to comply with the City of Santa Fe's groundwater well permits from the New Mexico Office of the State Engineer (OSE), the City is required to provide "offsets" in the form of surface water rights from five different administrative basins: 1) Middle Rio Grande, 2) Upper Rio Grande, 3) La Cienega, 4) Nambe-Pojoaque, and 5) Tesuque, although the vast majority are located in the Middle Rio Grande. When the City pumps groundwater from any of the wells having offset requirements, the OSE utilizes an administrative groundwater model to determine the impacts of that pumping in each impacted administrative basin and determines the

quantity and duration of the impacts from a given year's groundwater pumping. The acquisition of offsets is a difficult and expensive process for the City and the purpose of this work plan will be to ease that burden by the Contractor determining offset acquisition targets based on projected pumping and acceptable rates of groundwater decline. These targets will be specific quantities of water rights for each administrative basin based on acceptable rates of pumping and groundwater decline from the Buckman Well Field, City Well Field, Northwest Well, and potential future alternate points of diversion for optimizing the City Well Field.

Task 1. Evaluating the City's existing water rights portfolio
The Contractor will evaluate the City's existing water rights portfolio in the Water Bank database to understand all details for each existing water right permit. As part of this task, the Contractor will prepare a map showing the location of all permits in the Water Bank database.

Task 2. Evaluation of Offset Requirements
The Contractor will work with the City to develop a series of model runs for the evaluation of offset requirements. The Contractor proposes a maximum of 20 model run scenarios, which will include serval iterations to evaluate the Northwest well settlement conditions of approval. The Contractor will perform the administrative model runs required to compare past, current and future (projected) pumping schedules to determine the optimal strategy for surface water right acquisitions to satisfy offset requirements. Results will be presented in a technical memorandum with graphs, maps, and summary tables.

Task 3. Evaluation of Offset Potential
The offset potential varies, and depends if the water right is for diversion of surface water or groundwater, and the proof of beneficial use. Offsets from surface water rights may be limited by the consumptive use rather than the diversion quantity, and offsets from groundwater rights will be subject to proximity to the stream system and administrative model results. The Contractor will evaluate the offset potential for each water right considering the above factors.

Task 4. Develop Recommended Strategy
The results from tasks 1 through 4 will be used to develop a recommended strategy for the City to implement strategic water rights purchases in the 5 stream systems. The strategy will also include results from Work plan 4 (discharge credit plan). The Contractor will present draft recommendations to obtain feedback from the City, and then prepare a summary report.

Work Plan 6: Potential Water Right Purchase Evaluations

The Contractor will provide written evaluations of water rights under consideration originating either as City purchases or as privately owned water rights being transferred to the City of Santa Fe Water Bank. The scope and purpose of the evaluation is to determine the legitimacy of the right and the amount likely to be approved for transfer by the New Mexico Office of the State Engineer. Water rights under consideration as City purchases shall be paid directly by the City of Santa Fe and the bid should be identified

as a per-unit estimate for each evaluation and a total cost based on providing five such assessments per year. In addition, evaluations will be required for privately owned water rights being proposed for transfer into the City's Water Bank. The cost of these evaluations is borne by the applicant and will be paid directly from that entity. Evaluations by the Contractor of private water rights are not expected to occur more frequently than ten times per calendar year.

Task 1. Evaluation methods
The purpose of the evaluation is to determine the legitimacy of the right and the amount likely to be approved for transfer by the NMOSE. The Contractor will complete a review of water rights documents to determine risks of transfer, such as permit status and potential proof of beneficial use; determine the value of the potential water right transfer to the City; and calculate potential use for the City as offsets or diversions.

Task 2. Written Evaluation
The Contractor will provide written evaluations of water rights under consideration originating either as City purchases or as privately owned water rights being transferred to the City of Santa Fe Water Bank. The written evaluation will include a summary of the water right consider and the results of the evaluation. If appropriate, the Contractor will provide other innovative recommendations to consider, such as alternative use of water right, transfer conditions for privately owned water right such as use of proposed development open space for Aquifer Storage & Recovery.

Work Plan 7: Stream Design Flows for Water Quality Standards

The New Mexico Environment Department (NMED) Surface Water Quality Bureau certifies permits for the National Pollutant Discharge Elimination System (NPDES), which is administered by the U.S. Environmental Protection Agency under the Clean Water Act of 1972. The NMED methodologies utilize streamflow data for NPDES permitting and establishment of TMDL's for both point and nonpoint pollutant sources. The Contractor will develop the low-flow frequency, streamflow estimates for the Santa Fe River in the vicinity of the wastewater treatment plant to support ongoing effort to determine the assimilation capacities of receiving water and to use as the minimum discharge at which the New Mexico water-quality standards are applied. These low flow stream flow data will be used to evaluate NMEDs standards based on the 4Q3 - Minimum flow over 4 consecutive days once in 3-years and 7-day, 10-year minimum flow (7Q10) conditions for establishing critical site-specific low flow development needed to evaluate total maximum daily loads (TDMLs). The Contractor will work closely with the City, the City's engineering consultants, and NMED in achieving these work plan goals.

Task 1. Initial Field Reconnaissance of Lower Santa Fe River
The Contractor will perform an initial field reconnaissance of the Santa Fe River for the reach(s) of concern. The purpose will be to identify access for monitoring locations and field condition of monitoring locations. For efficiency, the work

could be performed concurrently with Work plan 3. Results of the field work will be used to develop the monitoring design.

Task 2. Development of Monitoring Design
The Contractor will provide a monitoring design that will delineate the locations, frequency, and types of streamflow monitoring needed to support alternative regulatory low flow calculations for the NPDES permit. The monitoring design will also include methods for data collection that are consistent with NMED requirements. The Contractor will present draft results of the monitoring design to the City and NMED for feedback. The Contractor will provide a final report that can be submitted to NMED.

Task 3. Technical Support with Modification of Water Quality Standards
The Contractor will work with the City, the City's engineering consultants, and NMED and provide technical support with permitting strategy for modification of existing water quality standards.

In summary, the Contractor shall submit brief work plan(s), expanding detail on the work plans listed above, describing its approach to satisfy the work plan objectives and subsequent tasks, along with a schedule to indicate how the work will be accomplished. These brief work plan(s) should be prepared such that it can be incorporated with only minor modifications. The Contractor will be expected to conduct monthly progress review meetings to go over progress of the work plan(s), in addition to those tasks needed to complete the professional services agreement scope of work.

Attachment 1: John Shomaker & Associates, Inc. Proposal for RFP #'17/26/P
Attachment 2: JSAI March 8, 2017 Meeting Notes for RFP #'17/26/P Proposal
Attachment 3: JSAI April 5, 2017 Revised Scope of Work & Budget for Task 4 of Santa Fe Monitoring & Reporting.

Budget for one-year project (FY 2017-18)

Work Plan 1: Santa Fe River Monitoring & Reporting	$ 40,354
Work Plan 2: Northwest Well & City Well Field NMOSE Permit Compliance Support	$ 35,074
Work Plan 3: Santa Fe River Monitoring and Reporting	$ 33,566
Addition of Task 4	$ 31,000
Work Plan 4: Return Flow / Discharge Credit Plan	$ 26,070
Work Plan 5: Depletion Management Strategy and Water Rights Acquisition Plan	$ 48,290
Work Plan 6: Potential Water Right Purchase Evaluations	$ 26,023
Work Plan 7: Stream Design Flows for Water Quality Standards	$ 33,347
TOTAL	$ 273,724
GRT Cost (8.3125%)	$ 22,753
GRAND TOTAL	$ 296,477

Signature: Geralyn Cardenas
Geralyn Cardenas (Aug 17, 2020 08:29 MDT)

Email: gfcardenas@santafenm.gov

GB 20-0384 John Shomaker & Associates, Inc - not executed

Final Audit Report 2020-08-17

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City of Santa Fe
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City of Santa Fe New Mexico
Memorandum

Date: March 19, 2021

To: Public Works/Utilities Committee: March 29, 2021
Finance Committee: April 5, 2021
Governing Body Meeting: April 14, 2021

From: Janice Krish, Economic Development Specialist

CC: Rich Brown, Director - Community and Economic Development Department

RE: Santa Fe Public Schools MOA for 'Internet Café' Tutoring Program

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ITEM AND ISSUE:

This Memorandum of Agreement (MOA) creates a partnership between Santa Fe Public Schools (SFPS) and the City's Economic Development Department (EDD). The City will hire temporary staff, 'Community Development Specialists', to assist the SFPS in their Internet Café program within the District's K-12 schools. This program requires supervision of students who have returned to school and are without teachers in the classroom. The Community Development Specialists will proctor the students with their online learning, supervise them during breaks and provide guidance and support. With a reduced number of available teachers in the schools and students opting to return to school, the SFPS is in need of supervisors for these students until the end of the school year. The EDD is providing new jobs and training through temporary staff secured by the Earth Care Organization and others to help fill this need.

BACKGROUND AND SUMMARY:

With CARES Act funding that was ultimately transferred to the general fund, the EDD has established temporary Community Development Specialist positions, with the mission to assist students, parents and grandparents in underserved areas, with remote learning challenges and provide community resources to survive the pandemic. The positions are primarily bilingual, community-based and fill a grassroots role to work with families individually and provide much needed support for academic success. In partnership with Earth Care, the City has hired individuals who are filling these roles. Additionally, these positions can extend into the SFPS where more jobs are available for individuals to take on these school-based positions.

Responsibilities will include assisting students with remote learning (helping students login for classes, helping students complete projects and assignments), maintaining a safe environment conducive to students being able to participate in remote learning and doing their work and providing active supervision during breaks, lunch, recess. These job responsibilities align with the Community Development Specialist positions already created and funded.

ACTION REQUESTED:
EDD recommends moving forward with this Santa Fe Public Schools MOA, since it will create new jobs and fill a need within the SFPS to support students as they transition back to in-person classroom learning.

ATTACHMENTS:
Memorandum of Agreement

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3202592**

Contractor: **Board of Education of the Santa Fe Public Schools**

Description: **MOA - Internet Cafe Tutoring Program. City will pay for salary of temp employees & backgrounds**

Contract ☐ Agreement ☑ Lease / Rent ☐ Amendment ☐

Term Start Date: **03/01/2021** Term End Date: **06/30/2021**

☐ Approved by Council Date: _____

Contract / Lease:

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

Amendment is for:

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

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

Purchasing Officer Review: Date:

Comment & Exceptions: _____

4. **Funding Source:** **Salaries** **Org / Object:** **2122800.500750**

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: _____ Phone # _____

Email: _____

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Board of Education of the Santa Fe Public Schools

Procurement Title: MOA

Procurement Method: State Price Agreement ☐ *Cooperative* ☐ *Sole Source* ☐ *Other* ☐ _____

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

Department Requesting Community & Economic Development Staff Name Janice Krish

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: _____

Jessica Sandoval | Administrative Mgr | 03/17/21
Department Rep Printed Name (attesting that all information included) | Title | Date

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

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

*

SANTA FE PUBLIC SCHOOLS
MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("Agreement") is made by and between the Board of Education of the Santa Fe Public Schools, hereinafter called the "District," by and through the Superintendent of the District, and the City of Santa Fe, a home-rule municipality organized under the laws of New Mexico also known as "Partner" working through the City's Economic Development Division ("EDD").

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

I. TERM.

A. This Agreement is effective on March 1, 2021 and will terminate on June 30, 2021.

B. In the event that this term exceeds twelve (12) months, the Parties agree that, starting on the first day of the thirteenth month, the District or the City, in their sole discretion, may determine if there are insufficient appropriations to continue this MOA. If either party determines that there is insufficient appropriations, the party may terminate this Agreement with thirty (30) days' written notice to the Partner, who shall accept the other party's determination.

C. No automatic-renewal is permissible under this Agreement.

II. PARTIES' SCOPE OF WORK AND RESPONSIBILITIES

A. The District shall:

1. Designate a "Volunteer Coordinator" to serve as liaison for the project, who will provide overall support to Community Development Specialists and specifically with processing background checks, monitoring hours worked and initial training and report to EDD about progress of Community Development Specialists and overall support.
2. Provide supervision of Community Development Specialists while on site and the District will address any concerns that arise.
3. Provide Community Development Specialists with assignments that utilize their skills and training.
4. Assist Partner in the coordination of Community Development Specialist assignments, orientation, in-service instruction and other project related activities.

5. Have the right to request the Partner to reassign the Community Development Specialist.
6. Provide for adequate health and safety protection of Community Development Specialists.
7. Collect and validate appropriate/available Community Development Specialist reports for submission to the Partner.
8. Make investigations and reports regarding Accidents, injuries and incidents involving Community Development Specialists in consultation with the Partner.
9. Meet the standards set by the Americans with Disabilities Act (ADA), which prohibits discrimination against people with disabilities in employment, transportation, public accommodation, communications, and governmental activities. The ADA also establishes requirements for telecommunications relay services, meaning that all electronic and information technology must be accessible to people with disabilities.
11. Not discriminate against Community Development Specialists or in the operation of the EDD program on the basis of race, color, national origin, sexual orientation, real or perceived gender, age, political affiliation, religion, veteran status or disability, if the participant is a qualified individual with a disability.
12. Not consider religious instruction part of Tutoring.
13. Engage Community Development Specialists with internet café supervision for District students who are returning to school. Children will range in age from 5 to 18 years old. Responsibilities will include assisting students with remote learning (helping students log in for classes, helping students complete projects and assignments, etc.), maintaining a safe environment conducive to students being able to participate in remote learning and doing their work, providing active supervision during breaks, lunch, recess, etc.
14. Community Development Specialists will need to enforce current guidelines from the Governor's office and the Department of Health to ensure safe and healthy practices for students and staff including but not limited to District surveillance testing.

A. The Partner shall:

1. The Partner shall provide paid temporary staff 'Community Development Specialists' for the District's internet café initiative to supervise SFPS students who are returning to school. Children will range in age from 5 to 18 years old. Responsibilities will include assisting students with remote learning (helping students log in for classes, helping students complete projects and assignments), maintaining a safe environment conducive to students being able to participate in remote learning and doing their work, providing active supervision during breaks, lunch, recess.
2. Not provide direct academic instruction or execute any disciplinary measures.
3. Follow current public health and executive orders to ensure safe and healthy practices for students and staff, including, but not limited to District surveillance

testing.

4. Pay for Community Development Specialists to fulfill the FBI fingerprint check at $44.00 per Community Development Specialists, not to exceed a total of $500.00. Community Development Specialists will only be placed for service if all background checks have been completed and they are cleared to be on campus.
5. Recruit, interview, enroll and refer Community Development Specialists to the project.
6. Refer Community Development Specialists to the District for individual assistance with any issues or concerns that may arise regarding students, staff or administration.
7. Furnish adequate accident and liability insurance coverage as required.
8. Retain full responsibility for fiscal control of the project and work with the District for management of the Community Development Specialists.
9. Ensure that the Community Development Specialists comply with all District procedures and policies as guided by federal and state laws and regulations.

III. PARTNER SERVICES AND CONDUCT.

A. Standard of Performance. Partner has the resources to perform the Partner's obligations under this Agreement, and agrees to perform such obligations in a professional manner, consistent with prevailing industry standards and practices.

B. Licenses and Permits; Compliance with Law. Partner is a local government agency and agrees to comply with all applicable laws, regulations, codes, ordinances, and Board policies.

C. District-Partner Relationship. Nothing in this Agreement, nor any performance hereunder, is intended or shall be construed to create a business partnership, joint venture or relationship of agency or employment between the Partner and the District. The Partner and its directors, officers, agents, and employees are not employees of the District and shall not accrue leave, retirement, insurance, use of District vehicles, bonding, or any other benefits as a result of this Agreement.

D. Confidentiality. Each Party will comply with all laws, regulations, and Board policies that apply to the use, transmission, storage, disclosure, or destruction of confidential information and educational records.

IV. COSTS.

A. District's Costs.

1) Zero dollars and zero cents ($0.00)

2) The District's performance of the terms of this Agreement are contingent on sufficient appropriations and authorization being made by the Legislature of New Mexico, the New Mexico State Department of Education, Santa Fe Public Schools Board of Education, and the Federal Government for the performance of this Agreement. If, for any reason, sufficient appropriations and authorizations are not made, the Agreement shall terminate upon written notice being given by the District. Such termination shall not result in any claim for damages by the Partner. The District's decision as to whether sufficient appropriations are available shall be accepted by the Partner and shall be final.

B. City Costs.

3) Pay for Community Development Specialists to fulfill the FBI fingerprint check at $44.00 per Community Development Specialists, not to exceed a total of $500.00.

4) Per each Community Development Specialist, payment of $20 per hour for up to 20 hours worked per week for total number of 12 weeks worked. Total compensation for Community Development Specialists during this period not to exceed a total of $52,800.

V. LIABILITY; INDEMNIFICATION.

A. No party to this agreement shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this agreement. Any liability incurred in connection with this agreement is subject to the immunities and limitation of the New Mexico Tort Claims Act. Each party shall be solely responsible for fiscal or other sanctions, penalties or fines occasioned as a result of its own violation or alleged violation of requirements applicable to performance of this Agreement. Each party shall be liable for its acts or failure to act in accordance with this Agreement, subject to immunities and limitations of the New Mexico Tort Claims Act.

VI. MISCELLANEOUS TERMS.

A. **Entire Agreement.** This Agreement represents the entire understanding between the parties and supersedes any prior agreements or understandings with respect to the subject matter of this Agreement.

B. **Records and Audit.** Both parties will maintain records for three years from the expiration or termination of this Agreement. The records shall indicate the date, length of time, and nature of services rendered. These records shall be subject to inspection and audit by the Superintendent of the District or designee, the State Department of Education, the Department of Finance and Administration, and the State Auditor.

C. **Modifications.** No changes, amendments or alterations to this Agreement will be effective unless in writing and signed by both parties.

D. **Non-Assignability.** This Agreement will not be assigned by either party, nor will the duties imposed upon either party by this Agreement be delegated, subcontracted, or transferred by either party, in whole or in part, without the prior written consent of the other party.

E. **Governing Law.** This Agreement will be construed, interpreted, governed, and endorsed in accordance with the statutes, judicial decisions, and other laws of the State of New Mexico.

F. **Severability.** The invalidity or unenforceability of any term or provision of this Agreement will in no way affect the validity or enforceability of any other term or provision to the extent permitted by law.

G. **Marketing Materials.** Neither the District nor the Partner will use the other's name in any publicity or advertising material without prior written consent of the other parity.

H. **Headings.** Headings and captions used in this Agreement are for convenience and ease of reference only and will not be used to construe, interpret, expand or limit the terms, conditions, or other provisions of this Agreement.

I. **Cooperation and Dispute Resolution**. The parties will meet as necessary to discuss and evaluate the progress of the program involved in this Agreement. The parties agree that, to the extent compatible with the separate and independent management of each, they will maintain effective liaison and close cooperation. If a dispute arises related to the obligations or performance of either party under this Agreement, representatives of the parties will meet in good faith to resolve the dispute.

J. **Third parties.** Nothing in this Agreement, expressed or implied, is intended to confer any rights, remedies, claims or interest upon a person not a party to this Agreement.

K. **Employee status.** The Partner and its directors, officers, agents, and employees are not employees of the District and shall not accrue leave, retirement, insurance, us of state vehicles, bonding, or any other benefits afforded to employees of the District as a result of this Agreement.

L. **Nondiscrimination.** Neither party will discriminate against program participants or employees on the basis of because of race, color, ancestry, ethnicity, national origin, immigration status, religion, sex, gender identity, sexual orientation, age, disability, or serious medical condition.

M. **Confidentiality.** The parties in accordance with applicable federal and state laws and regulations regarding confidentiality of records of students will maintain the confidentiality of any records.

N. **Conflict of Interest.** That the parties warrant that they have 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.

O. **Appropriations.** That the terms of this Agreement are contingent on sufficient appropriations and authorization being made by the Legislature of New Mexico, the New Mexico State Department of Education, Santa Fe Public Schools Board of Education, the Federal Government, and the Governing Body for the performance of this Agreement. If, for any reason, sufficient appropriations and authorizations are not made, the Agreement shall terminate upon written notice being given by the District or the City. Such termination shall not result in any claim for damages by the Partner. The District or the City's decision as to whether sufficient appropriations are available shall be accepted by the other party and shall be final.

P. **Binding Effect.** This Agreement is binding upon, and inures to the benefit of, the parties to this Agreement and their respective successors and assigns.

Q. **Notices.** Any notice required to be given pursuant to the terms and provisions of this Agreement will be in writing and will be sent by certified mail, return receipt requested, postage prepaid, as follows:

To the District at:
Santa Fe Public Schools
610 Alta Vista
Santa Fe, NM 87505

To the Partner at:
City of Santa Fe
Office of Economic Development
500 Market Street Station
Santa Fe, NM 87501

VII. CRIMINAL BACKGROUND CHECK.

For any individual providing services pursuant to the Partner's explicit or implicit direction or permission, the Partner shall make one of the following warranties, in compliance with Megan's law and §22-10A-5 NMSA 1978 of the School Personnel Act.

A. By this signature _____, SHALL WARRANT that such individuals will not have unsupervised access to students; OR

B. By this signature _____, SHALL WARRANT that the individual who will have unsupervised access to

students has no felony convictions and is not a registered sex offender, as verified by the Partner's:

a. Performance of an internet search on the individual; and
b. Completion of a federally recognized fingerprint and background check on the individual no more than five (5) years prior to, and no later than the first business day of, commencement of services under this Agreement.

VIII. CONFLICT OF INTEREST; PROCUREMENT CODE.

A. Conflict of Interest. That the parties warrant that they have 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.

B. Procurement Code. The Partner acknowledges that the Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation, and other laws impose felony penalties for illegal bribe, gratuities, and kickbacks.

C. Campaign Contribution Disclosure Form. In compliance with the Procurement Code, Section 13-1-191.1 NMSA 1978, the Partner shall complete the following Campaign Contribution Disclosure Form:

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Partner, by and through the undersigned representative, hereby discloses that the following contributions in excess of two hundred fifty dollars ($250.00) were made to a Board of Education member, by any officer, employee, agent or other representative of the Partner, or a family member, within the last two (2) years.

Contribution(s) Made
By:_____On_____

List the Name(s) of any and all Board Member(s) Receiving Contributions:

_____

Amount, Nature and Purpose of each Contribution to each Board Member:

_____

By:_____Date:_____
JAREL LAPAN-HILL, CITY MANAGER

-OR-

Alternatively, the Partner, by and through the undersigned representative, hereby states that no contributions in excess of two hundred fifty dollars ($250.00) were made to a Board of

Education member, by any officer, employee, agent or other representative of the Partner, or a family member, within the last two (2) years.

By:

_____Date:_____

JAREL LAPAN-HILL, CITY MANAGER

SIGNATURE PAGE

FOR SFPS BUSINESS SERVICES:

AMOUNT: Zero (**$0**)
ACCOUNT CODE NO._NONE_____
FUNDING SOURCE:____NONE_____

APPROVED BY SFPS:

SABRA ROMERO, DIVERSITY, EQUITY, & ENGAGEMENT	DATE
DR. JAMES LUJAN, CHIEF DIVERSITY, EQUITY, & ENGAGEMENT OFFICER	DATE
HILARIO CHAVEZ, ASSOCIATE SUPERINTENDENT ATHLETICS AND SCHOOL SUPPORT	DATE
JOSHUA R. GRANATA, GENERAL COUNSEL	DATE
ROBERT MARTINEZ, INTERIM CHIEF FINANCIAL OFFICER	DATE
VERONICA C. GARCIA, Ed.D., SUPERINTENDENT OF SCHOOLS	DATE

AGREED UPON BY PARTNER:

I CERTIFY THAT NO SUSPENSION / DEBARMENT / EXCLUSION ON THE STATE / FEDERAL GOVERNMENT LEVEL IS APPLICABLE TO THE PARTNER AT TIME OF MY SIGNATURE BELOW.

ALAN WEBBER, MAYOR	DATE
KRISTINE BUSTOS MIHELCIC, CITY CLERK	DATE

Marcos Martinez
Marcos Martinez (Mar 8, 2021 16:57 MST)

SENIOR ASSISTANT CITY ATTORNEY — DATE: Mar 8, 2021

MARY MCCOY, FINANCE DIRECTOR — DATE

CRS # OR SS #

PARTNER'S SIGNATURE DOES NOT CONSTITUTE AUTHORITY TO INITIATE SERVICES.
RECEIPT OF A PURCHASE ORDER IS THE ONLY AUTHORIZATION TO START SERVICES.

PROOF OF INSURANCE ATTACHED HERETO AS ATTACHMENT #1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/23/2021

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 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	CONTACT NAME: Risk Services	
Poms & Associates Insurance Brokers CA License #0814733 5700 Canoga Avenue Woodland Hills, CA 91367	PHONE (A/C, No, Ext): (800) 578-8802	FAX (A/C, No): (818)449-9449
	E-MAIL ADDRESS: rservices@pomsassoc.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : New Mexico Public Schools Insurance Authority	N/A
INSURER B : Safety National	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
New Mexico Public Schools Insurance Authority
Member: Santa Fe Public Schools
4110 Old Taos Highway
Santa Fe, NM 87501

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [ ] OCCUR [X] [X] Owners Contractors Protective Liability GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC			MOC NO L0023	07/01/2020	07/01/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Maximum Liability	$ Tort Limit $ Tort Limit $ Tort Limit $ Tort Limit $ Tort Limit $ Tort Limit $ 1,050,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Maximum Liability	
	UMBRELLA LIAB [ ] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	
							Each Occurrence Maximum Liability	

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

See attached New Mexico Tort Claims Act Section 41-4-19: Maximum Liability Summary. General Liability Retention=$750K.
EVIDENCE OF INSURANCE

CERTIFICATE HOLDER

City of Santa Fe, Office of Economic Development
500 Market Street Station
Santa Fe, NM 87501

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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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Poms & Associates Insurance Brokers		New Mexico Public Schools Insurance Authority
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ **FORM TITLE:** **: Notes**

Summary of New Mexico Tort Claims Act Section 41-4-19:
Maximum Liability Governmental entities and agencies, including public schools, public charter schools and community colleges and universities are granted immunity from liability.
Commercial General Liability Products and Completed Operations
Professional Liability
Contractual Liability
Imposed by New Mexico Tort Claims Act [NMSA 1975 §41-4-1 through 41-4-29]
$400,000 Bodily Injury Per Person
$200,000 Property Damage Per Property Address
$300,000 Medical
$750,000 Per Occurrence
$1,050,000 Combined Limit/Maximum Liability

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ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 03/22/21
FOR CITY COUNCIL MEETING OF 03/31/21

a) Request for Approval of a Budget Amendment Resolution (BAR) in the Amount of $1,800,000 for FY21 to fund current year allocations from the Affordable Housing Trust Fund to the recommended floor of $3 million per year. (Mayor Alan Webber, amwebber@santafenm.gov, 955-6702; Mary McCoy, Finance Director, mtmccoy@santafenm.gov, 955-6171; Alexandra Ladd, Office of Affordable Housing Director, agladd@santafenm.gov, 505.955.6346)

Committee Review:
Finance Committee: 03//22/2021
Public Works/PUC: 3/29/2021
Governing Body: 3/31/2021

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		

MEMORANDUM

TO: City Council

FROM: Alan Webber, Mayor

RE: Affordable Housing Trust Fund Allocation

DATE: March 18, 2021

Item and Action:
Request for Approval of the Budget Amendment Resolution (BAR) in the amount of $1,800,000 to fund current year allocations from the Affordable Housing Trust Fund to the recommended floor of $3 million per year. The BAR allocates $1,500,000 million into the Affordable Housing Trust Fund from additional GRT revenue anticipated to come in above budget estimates in the current fiscal year due to the improving economic outlook. The BAR also allocates an additional $300 thousand from the Affordable Housing Trust Fund balances in the current year. The City's Affordable Housing staff has already allocated $1,200,000 million from the Affordable Housing Trust Fund in the current fiscal year.

Background:

In Santa Fe, housing, in general, and affordable housing, in particular, have long been serious concerns and at the top of the City's priorities. The cost and availability of housing involve a number of complicated components, including the overall condition of the national economy, the cost and availability of capital, the cost and availability of building materials and building crews, the cost and availability of land and infrastructure, as well as the City's planning, zoning and land use regulations, to name only a few of the many factors.

While the issue goes beyond the economics of supply and demand, there is no doubt that the lack of housing options across the housing spectrum is one important way to understand the affordable housing crisis in Santa Fe. Until recently, the problem largely went unaddressed. For example, in the wake of the Great Recession of 2007-2008, the Land Use Department of the City of Santa Fe issued permits for the following number of dwelling units, year by year:

2009: 187
2010: 250
2011: 147
2012: 431
2013: 175
2014: 219
2015: 106
2016: 198

Then starting in 2017, the number of permits began to increase substantially:

2017: 400
2018: 681
2019: 886
2020: 980

Current estimates from the Land Use Department indicate that there between 3,000 and 4,000 new

housing units in the approval, permitting and construction pipeline.

Additionally, recognizing the need to add additional resources to the Affordable Housing Trust Fund, the Governing Body last year approved a major revision to the Inclusionary Zoning Ordinance. A significant increase was made to the fee-in-lieu-of provision in that ordinance, with year-over-year step increases as part of the new measure. As a consequence of that revision, this past year the Affordable Housing Trust Fund received an infusion of approximately $1.4 million, the largest single increase since the creation of the fund in 2007.

In addition to significantly improving the Inclusionary Zoning Ordinance, over the last three years the Governing Body has taken a number of steps to implement a housing and livable neighborhood agenda. Measures have included adopting a more flexible Accessory Dwelling Unit ordinance; passing a stronger regulatory and licensing procedure for Short Term Rentals; identifying City-owned property that could be sold for the development of housing; aggressively supporting the Siler Road housing project; joining the Built for Zero initiative to end homelessness in Santa Fe; participating in the purchase of the Santa Fe Suites property and its conversion into affordable housing and housing for previously homeless individuals, among other measures.

At this time, with the crisis of COVID, the desire of young people to work and live in Santa Fe as the economy diversifies, the desire of long-time residents to have affordable housing options for themselves and their families, as well as an influx of people seeking to move to Santa Fe from other parts of the country, we are seeing a whole range of causes and concerns that combine to made affordable housing an urgent and critical need.

In the medium- and long-term, the City is working toward a stable, predictable, fair and equitable funding source to put revenue into the Affordable Housing Trust Fund. A number of options have been identified by members of the Governing Body as well as housing advocates in the community. Some may be adopted in relatively short order; others may take more time, including the possibility of the development of a bond issue to take to the voters of Santa Fe.

At the moment, direct, swift and immediate action is necessary, particularly as we come out of COVID. To provide time for the development of a more detailed and comprehensive solution to implementing a sustainable revenue source for the Affordable Housing Trust Fund, as well as to link housing with social services and growth management considerations including public health, environmental impacts, and neighborhood livability, it makes sense to allocate additional funding in the current fiscal year. The intention would be to do the same next year, to bring the Affordable Housing Trust Fund up to the recommended floor of $3 million per year.

Based on these considerations, it is recommended that the City moves $1.5 million into the Affordable Housing Trust Fund immediately from improved revenues in the current fiscal year due to the improving economic outlook. The City's Affordable Housing staff has already allocated $1.2 million from the Affordable Housing Trust Fund in the current fiscal year and are proposing to allocate an additional $300 thousand from the Affordable Housing Trust Fund with this budget adjustment. This allocation will allow for immediate action as we face serious post-COVID issues, such as evictions and increased homelessness. It will also provide City staff with an opportunity to build internal capacity in deploying a larger amount of money than has been available at any time in the past. Recommendations from Affordable Housing Director Alexandra Ladd for the use of this money include eviction prevention and mortgage foreclosure prevention measures as well as the possibility for capital investment to address the needs of those currently without stable housing.

Funding Source:
Fund Name/Number: General Fund (100) and Affordable Housing Trust Fund (240)
Munis Org Name/Number: Affordable Housing Trust Fund/2400223
Munis Object Name/Number: Subsidy Payments/510500

Action Requested:
Approval of the Budget Amendment Resolution (BAR) in the amount of $1,800,000 to fund current year allocations from the Affordable Housing Trust Fund to the recommended floor of $3 million per year.

Log # *{Finance use only}*:	
Journal # *{Finance use only}*:	

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

DEPARTMENT / DIVISION NAME	DATE
Affordable Housing	3/19/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Affordable Housing Trust / Subsidy Payments	2400223	510500		1,800,000	
Transfer to Affordable Housing Trust from General Fund	1002750	750240		1,500,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
Transfer to Affordable Housing Trust from General Fund	2400223	650100		(1,500,000)	
General Fund GRT Revenue (State-Shared)	1000001	412100		(1,500,000)	
				$ 300,000	$ -

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

One-time allocation of additional General Fund GRT revenue anticipated to come in above budget estimates in order to support housing subsidies in the Affordable Housing Trust Fund - see attached memo.

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
240	(300,000)
TOTAL:	**(300,000)**

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins — 3/19/2021
Prepared By *{print name}* — Date

Division Director Signature *{optional}* — Date

Alexandra Ladd
Alexandra Ladd (Mar 19, 2021 13:13 MDT)
Department Director Signature — Date

Alexis Lotero
Alexis Lotero (Mar 19, 2021 13:27 MDT)
Budget Officer — Date

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

N/A
City Manager *{≤ $60,000}* — Date

BAR-GF transfer to Affordable Housing Trust

Final Audit Report 2021-03-19

Created:	2021-03-19
By:	Andy Hopkins (ajhopkins@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAhRPMstGRCP_PtoRrRGueQ_QYI9vU-ypT

"BAR-GF transfer to Affordable Housing Trust" History

Document created by Andy Hopkins (ajhopkins@ci.santa-fe.nm.us)
2021-03-19 - 6:52:00 PM GMT- IP address: 63.232.20.2

Document emailed to Alexandra Ladd (agladd@santafenm.gov) for signature
2021-03-19 - 6:53:24 PM GMT

Email viewed by Alexandra Ladd (agladd@santafenm.gov)
2021-03-19 - 7:13:23 PM GMT- IP address: 104.47.65.254

Document e-signed by Alexandra Ladd (agladd@santafenm.gov)
Signature Date: 2021-03-19 - 7:13:42 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Alexis Lotero (aclotero@santafenm.gov) for signature
2021-03-19 - 7:13:43 PM GMT

Email viewed by Alexis Lotero (aclotero@santafenm.gov)
2021-03-19 - 7:26:41 PM GMT- IP address: 104.47.65.254

Document e-signed by Alexis Lotero (aclotero@santafenm.gov)
Signature Date: 2021-03-19 - 7:27:00 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2021-03-19 - 7:27:00 PM GMT

City of Santa Fe, New Mexico
Memorandum

DATE: **March 12, 2021**

TO: **Governing Body**
Finance Committee
Public Works/Public Utilities Committee

VIA: **Shannon Jones, Public Utilities Department Director** SJ

FROM: **Michael Dozier, Wastewater Management Division Director** MD

ITEM AND ISSUE:

Recommend the approval of Change Order #5 with Bradbury Stamm Construction Inc. Requesting no increase to funding with an increase for the duration adding 653 days

BACKGROUND AND SUMMARY:

In July 2018, the City contracted with Bradbury Stamm Construction, Inc. for construction of the Anaerobic Digester Project, CIP 950 and the Award of Bid No. '18/19/B.' Details are included on the attached Summary.

Design – The Anaerobic Digester Project was designed by HDR and includes replacement of the Paseo Real Wastewater Treatment Facility anaerobic digesters, addition of a SCADA system, provision of a cogeneration system to generate electric power and recovery heat from the combustion of digester biogas, and addition of two belt filter presses for sludge dewatering.

Construction Funding - City of Santa Fe Purchase Order 18191219-000-OP was issued to Bradbury Stamm Construction in the amount of $13,869,156.25 (inclusive of NMGRT) on August 22, 2018. Construction began on August 27, 2018.

Analysis – As detailed below, there have been four change orders on this project so far.

		Project Contract		Contingency
Deduction	**Date Approved**	**Change**	**Running Total**	**Running Total**
Initial Contract	7/25/2018	--	$ 13,869,156.25	$ 1,386,915.63
BSC CO#1	3/25/2019	$ (28,040.78)	$ 13,841,115.47	$ 1,414,956.41
BSC CO#2	5/29/2019	$ 536,585.85	$ 14,377,701.32	$ 878,370.56
BSC CO#3	7/31/2019	$ 165,593.80	$ 14,543,295.12	$ 712,776.76
BSC CO#4	7/31/2019	$ 288,280.59	$ 14,831,575.71	$ 424,496.17

Change Order #1 included a decrease in project budget (which increased the Contingency by an equal amount) and was used to account for miscellaneous credits during shop drawing review and initial construction.

Change Order #2 provided a second, replacement belt filter press (the initial contract scope included only the addition of one press).

Change Order #3 addressed changes to project scope and cost, and addressed changes to the project as the result of shop drawing submittal and review.

Change Order #4 (attached) includes a number of credits and debits that have occurred during the last 9 months of construction.

Change Order #5 includes multiple credits and debits for completed work during the pandemic closures, credits for allowances no longer required for completed project requirements, and debits for site improvements not previously scoped for the digester area included new asphalt access around the digesters. Pandemic closures created issues delaying construction causing added time to complete the project. Retroactive addition of days to compensate for minimal ability to work onsite since March 2020 and an addition of time to finalize and complete the project totaling 653 days is included in this change order.

PROCUREMENT METHOD:

Procurement method: Construction Bid

FUNDING SOURCE:

Munis Org Name/Number: WW Engineering/5000375
Munis Object Name/Number: WIP Construction/572970

ACTION REQUESTED:

Approval of the Construction Agreement with Bradbury Stamm Construction of Albuquerque, for CIP #950 – Anaerobic Digested Replacement Project. Amendment #5 for a zero dollar increase. Contract duration to be increased by 653 days. Total modified Project Budget will remain $14,831,575.71 inclusive of NMGRT and the contract duration will be 1227 days.

City of Santa Fe, New Mexico
Memorandum

City of Santa Fe
Wastewater Treatment Plant – Anaerobic
Digesters Change Order No. 5 Summary

MCR No.	Description	Change in Price (Excluding NMGRT)	Change in Price (Including NMGRT)	Change in Time (Calendar Days)
30	Credit for Deletion of Flow Meter Manhole at Belt Filter Press Dewatering Building	($11,120.40)	($12,058.68)	0
34	Digester Level Sensors	$11,380.96	$12,341.23	0
42	Site Surface Changes	$57,487.70	$62,338.22	0
46	Programming of Electronic Valves	$4,295.24	$4,657.65	0
48	Additional I/O for Belt Filter Presses	$12,726.85	$13.800.68	0
50	Shore Power for Cogeneration	$15,873.47	$17,212.79	0
51	Support for Digester Hose	$12,779.42	$13,857.68	0
52	Additional Costs for EIFS	$25,154.37	$27,276.77	0
53	Programming Timers on Chopper Pumps	$ 1,373.62	$ 1,489.52	0
54	VFDs at Chopper Pumps	$21,804.29	$23,644.02	0
56	Pressure Gauges	$10,073.33	$10,923.26	0
	TOTAL MCR	$161,828.85	$175,483.14	
	Allowance - Testing	($29,356.90)	($31,833.89)	0
	Allowance - Utility Relocation	($4,981.27)	($5,401.56)	0
	Allowance - Holding Tank 2 and Pipe Cleaning	($97,111.25)	($105,305.01)	0
	Allowance - Cogeneration	($30,379.43)	($32,942.68)	0
	TOTAL ALLOWANCE	($161,828.85)	($175,483.14)	
	Total Change Order No. 05	**($0.00)**	**($0.00)**	**0**

EJCDC

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Change Order No. 05

Date of Issuance:	February 23, 2021	Effective Date:	February 23, 2021
Owner:	City of Santa Fe, NM	Owner's Contract No.:	CIP #950
Cont ractor :	Bradbury Stamm Construction	Contractor's Project No.:	1808
Engin eer:	HDR En gineering, Inc.	Engineer's Project No.:	10029382
Project:	Paseo Real Wastewater Treatment Plant -Anaerobic Digesters	Contract Name:	Paseo Real Wastewater Treatment Plant -Anaerobic Digesters

The Contract is modified as follows upon execution of this Change Order:

Description : Change order includes the following: MCR #30 - Credit for deletion of flow meter manhole at belt filter press dewatering building; MCR #34 - Digester level sensors; MCR #42 - Site surface changes; MCR #46 Programming of Electronic Valves ; MCR #48 -Additional 1/0 for Belt Filter Presses ; MCR #50 - Shore power for cogenerat ion ; MCR #51 - Support for digester hoses; MCR #52 -Additional costs for EIFS; MCR #53 - Programming timers on chopper pumps; MCR #54 VFDs at chopper pumps; MCR #56 - Pressure Gauges on Pum ps.

Attachments: *Change Order No. 5 Summary with BSC Pricing Attachments .*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price:	Original Contract Times:
$ 13,869,156.25 (Inclusive of NMGRT)	300 Calendar Days
Increase from previously approved Change Orders No. 01 to No. 04.	Increase from previously approved Change Orders No. 01 to No. 04.
$ 962,419.46 (Inclusive of NMGRT)	274 Calendar Days
Contract Price prior to this Change Order :	Contract Times prior to this Change Order:
$ 14,831,575.71 (Inclusive of NMGRT)	574 Calendar Days
Increase of this Change Order :	Increase of this Change Order:
$ 0.00 (Inclusive of NMGRT)	Retroactively from 3/23/20-12/31/21 add **653** calendar days
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
$ 14,831,575.71 (Inclusive of NMGRT)	1227 Calendar Days

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____	By: _____	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: _____	Title _____	Title Project Manager
Date: _____	_____	3/17/21

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE:_____

CONTRACTOR:
Bradbury Stamm Construction, Inc.

DOUG HARNED Project Manager
NAME & TITLE

DATE: 3/11/21

CRS # 01-107415-00-09
Business Registration #

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Mar 10, 2021 14:50 MST)

_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY MCCOY, FINANCE DIRECTOR

Business Unit Line Item
5000375.572970 AL
AL

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3200883**

Contractor: **Bradbury Stamm Construction Inc**

Description: **Anaerobic Digesters**
PL# WWM195000A

Contract ☐ Agreement ☉ Lease / Rent ☐ Amendment ☐

Term Start Date: **7/25/18** Term End Date: **3/23/20**

☐ Approved by Council Date: **7/25/18**

Contract / Lease: **Conctract**

Amendment # **Change Order #5** to the Original Contract / Lease # **18-0835**

Increase/(Decrease) Amount $ **0**

Extend Termination Date to: **Retroactive extend term from 3/23/21 through 12/31/21**

☑ Approved by Council Date: **Pending**

Amendment is for: **term extension**

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

Original Contract #18-0835 $13,869,156.25 300 NTP CC approved 7/25/18
Change Order #1 #19-0228 ($28,040.77) CC approved 5/27/19
Change Order #2 #19-0389 $536,585.85 plus 200 days CC approved 5/27/19
Change Order #3 #19-0642 $165,593.80 CC approved 7/31/19
Change Order #4 #20-0322 $288,280.59 plus 74 days CC approved 7/8/20

3. **Procurement History:** **18/19/B January 1, 2108**

Fran Delaney (Mar 24, 2021 16:00 MDT) Mar 24, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: Extend term. Construction

4. **Funding Source:** **WWMD CIP Enterprise Fund** **Org / Object:** **5000375.572970**

Alexis Lotero (Mar 24, 2021 14:38 MDT) Mar 24, 2021

Budget Officer Approval: Date:

Comment & Exceptions:

Staff Contact who completed this form: **Maya Martinez** Phone # **4271**

Email: **mfmartinez@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Bradbury Stamm Construction

Procurement Title: Anaerobic Digester Construction Project 18/19/B

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 Utilities Staff Name Michael Do ier

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:

Michael Dozier (Mar 12, 2021 11:53 MST)

3/12/2021

Mike Dozier WWMD Director

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

Fran Dunaway (Mar 24, 2021 16:00 MDT)

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

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

Signature: Shannon Jones

Email: swjones@santafenm.gov

BSC #5

Final Audit Report 2021-03-12

Created:	2021-03-12
By:	Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAT7RoIw_U3hbctAZ5b2I3C1jhnPMO7q1Z

"BSC #5" History

Document created by Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
2021-03-12 - 6:45:37 PM GMT- IP address: 63.232.20.2

Document emailed to Michael Dozier (mldozier@santafenm.gov) for signature
2021-03-12 - 6:46:46 PM GMT

Email viewed by Michael Dozier (mldozier@santafenm.gov)
2021-03-12 - 6:51:23 PM GMT- IP address: 174.28.125.27

Document e-signed by Michael Dozier (mldozier@santafenm.gov)
Signature Date: 2021-03-12 - 6:53:00 PM GMT - Time Source: server- IP address: 174.28.125.27

Document emailed to Shannon Jones (swjones@santafenm.gov) for signature
2021-03-12 - 6:53:03 PM GMT

Email viewed by Shannon Jones (swjones@santafenm.gov)
2021-03-12 - 7:00:34 PM GMT- IP address: 174.28.83.57

Document e-signed by Shannon Jones (swjones@santafenm.gov)
Signature Date: 2021-03-12 - 7:00:56 PM GMT - Time Source: server- IP address: 174.28.83.57

Agreement completed.
2021-03-12 - 7:00:56 PM GMT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/13/2020

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 IMA, Inc. - Colorado Division 1705 17th Street, Suite 100 Denver CO 80202	**CONTACT NAME:** IMA Denver Team **PHONE (A/C, No, Ext):** 303-534-4567 **FAX (A/C, No):** **E-MAIL ADDRESS:** DenAccountTechs@imacorp.com
INSURED BRADSTA1 Bradbury Stamm Construction, Inc. 7110 2nd Street NW Albuquerque, NM 87107	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** INSURER A : Liberty Mutual Fire Insurance Company 23035 INSURER B : Cincinnati Insurance Company 10677 INSURER C : Employers Insurance Company of Wausau 21458 INSURER D : Ohio Casualty Insurance Company 24074 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1683176781 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR X PD Ded: $5,000 X CL, XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:			TB2Z91466584030	5/1/2020	5/1/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 4,000,000 $ 4,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			AS2Z91466584020	5/1/2020	5/1/2021	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			EUP0576336	5/1/2020	5/1/2021	EACH OCCURRENCE AGGREGATE $	$ 10,000,000 $ 10,000,000 $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] N / A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below			WCCZ91466584010	5/1/2020	5/1/2021	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
D	Excess Second Layer Coverage			ECO2157442687	5/1/2020	5/1/2021	Each Occurrence Aggregate	$10,000,000 $10,000,000

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

Automobile Physical Damage Coverage: Policy #AS2Z91466584020
Effective Dates: 05/01/20-05/01/21 Insurer A: See Above
Deductibles: $2,500 Comprehensive; $2,500 Collision

See Attached...

CERTIFICATE HOLDER

City of Santa Fe
200 Lincoln Avenue
P.O. Box 909
Santa Fe NM 87504-0909
USA

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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AGENCY CUSTOMER ID: BRADSTA1

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
IMA, Inc. - Colorado Division	Bradbury Stamm Construction, Inc. 7110 2nd Street NW Albuquerque, NM 87107
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Builders Risk Coverage: Policy #QT6608F330853TIL20
Effective Dates: 05/01/20-05/01/21 Insurer: Travelers Property Casualty Co of Amer
$5,000,000 Frame; $5,000,000 Joisted Masonry; $60,000,000 Non-Combustible
$60,000,000 Masonry Non-Combustible, Modified Fire Resistive, or fire Resistive
$15,000,000 Roadwork, Utility Work, Site Work; $5,000,000 Solar Installation; $1,000,000 Temporary Storage; $1,000,000 Property in Transit
$5,000 Deductible

Installation Floater Coverage: Policy#QT6306J780972TIL20
Effective Dates: 05/01/20-05/01/21 Insurer: Travelers Property Casualty Co of Amer
$1,000,000 Any One Location Limit; $250,000 Transit Limit; $250,000 Temporary Location Limit; SPC Form
$1,000,000 Flood (Excluded in Zones A, D, V, XFUT);
$1,000,000 Earth Movement (Excluded in High Hazard Zones);
Deductible:
$5,000 Per Occurrence - All Other Causes of Loss
$25,000 Per Occurrence - Flood & Earth Movement

Professional/Pollution Liability Coverage: Policy #CEO744690604
Effective Dates: 05/01/20-05/01/21 Insurer: Indian Harbor Insurance Company
$1,000,000 Professional Limit; $50,000 Deductible
$3,000,000 Pollution Limit; $50,000 Deductible
$1,000,000 Protective Loss Limit; $50,000 Deductible

Leased and Rented Equipment: Policy #QT6306J780972TIL20
Effective Dates: 05/01/20-05/01/21 Insurer: Travelers Property Casualty Co of Amer
$1,000,000 Limit; $1,000 Deductible; Replacement Cost

Crime Coverage: Policy #105606701
Effective Dates: 05/01/20-05/01/21 Insurer: Travelers Casualty and Surety Co of Amer
$1,000,000 Limit; $25,000 Deductible

RE: Paseo Real Wastewater Treatment Plant Anaerobic Digester Project; Project job #1808.
The Umbrella Policy is excess of the General Liability, Automobile Liability, and Employers Liability Policies.

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City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: BRADBURY STAMM CONSTRUCTION CO
DBA: BRADBURY STASMM CONSTRUCTION CO

Business Location: 7110 2ND ST
ALBUQUERQUE, NM 87107

Owner: JAMES KING

License Number: 227459

Issued Date: March 09, 2021

Expiration Date: March 09, 2022

License Type: Business License - Renewable

Classification: Out of Jurisdiction Contractor - General

Fees Paid: $10.00

BRADBURY STAMM CONSTRUCTION CO
7110 2ND ST NW
ALBUQUERQUE, NM 87107

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

ITEM # 18-0835

AGREEMENT BETWEEN
THE CITY AND CONTRACTOR

WASTEWATER TREATMENT PLANT
ANAEROBIC DIGESTERS CONTRACT CIP #950

THIS AGREEMENT dated July 25, 2018 is made and entered into by and between the CITY OF SANTA FE, a New Mexico municipal corporation, hereinafter called the "City", and Bradbury Stamm Construction, Inc. hereinafter called the "Contractor". The date of this Agreement shall be the date when it is executed by the City and the Contractor whichever occurs last.

The City and the Contractor agree as follows:

1. **THE CONTRACT DOCUMENTS:** The Contract Documents shall mean the Advertisement for Bids, Information to Bidders, Minimum Wage Rates, Addenda, Bid Bond, Bid Form, Subcontractor Listing, this Construction Contract, Performance Bond, Labor and Material Bond, Notice of Award, Notice to Proceed, General Conditions, Special Conditions, any Supplemental Conditions, Specifications, Plans and Drawings and everything else bound in these documents and are incorporated and made a part of this Construction Contract.

2. **SCOPE OF WORK:** The work under this Contract is located at the City of Santa Fe's Wastewater Treatment Plant at 73 Paseo Real, Santa Fe, NM. The work consists of furnishing all equipment, labor, and materials for construction of the **Paseo Real Wastewater Treatment Plant Anaerobic Digesters C.I.P # 950** in accordance with the Contract Documents. The work consists of the construction of 2 new anaerobic digesters, associated equipment building, power cogeneration equipment including biogas conditioning system, and the installation of a new belt filter press for biosolids dewatering. Project includes reinforced structural concrete, steel digester covers, masonry, precast concrete roof, miscellaneous metals, process equipment, plumbing, HVAC, electrical, instrumentation and controls, painting, demolition of existing concrete structures, excavation, backfill, yard piping, sidewalks and asphalt as specified and/or shown within the Contract documents.

3. **STANDARD OF PERFORMANCE – LICENSES:**

A. The Contractor represents that it possesses the 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, contractor and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

4. **CONTRACT PRICE:**

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed thirteen million eight hundred sixty nine thousand one hundred fifty six dollars and twenty five cents ($13,869,156.25), inclusive of applicable New Mexico Gross Receipts Tax.

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.

5. **TERM AND EFFECTIVE DATE:** This Agreement shall be effective when signed by the City and shall terminate three hundred (300) calendar days from the start date specified in the Notice to Proceed to Substantial Completion, unless sooner pursuant to Article 6 below.

6. **TERMINATION:**

A. This Agreement may be terminated by the City upon 10 days written notice to the Contractor.

(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, 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, then Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

7. **PAYMENT & PROGRESS PAYMENTS**: Based upon Application for Payment submitted to the City by the Contractor in accordance with the approved Schedule of Values, and Certificates for Payment issued by the City, the City shall make progress payments on account of the Contract sum to the Contractor as provided in Section 4 of the Special Conditions for the period ending the last day of the month.

8. **SCHEDULE:** The Contractor shall, after receiving the Notice of Award, prepare and submit a schedule for preparation of shop drawings, submittals for City review and construction tasks and sequences. This Schedule shall be submitted to the City and/or Owner's Representative ten (10) working days before the date of the Pre-Construction Meeting.

9. **LIQUIDATED DAMAGES:** The Contract time for completion of the Work in connection with the Project is of essence to the Construction Contract. Should the Contractor neglect, refuse or fail to complete the Work within the time herein agreed upon, after giving effect to extensions of time agreed to by the City in writing, the Contractor agrees to pay the City, as Liquidated Damages, the amounts listed in the Schedule of Liquidated Damages in Section 15 of the General Conditions.

10. **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 the City does not make sufficient appropriations and authorization, 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.

11. **INSURANCE REQUIREMENTS:** See Appendix A for Insurance Requirements.

12. **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 contract.

13. **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.

14. **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.

15. **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 arising from Contractor's performance under this Agreement as well as the performance of Contractor's employees, agents, representatives and subcontractors.

16. **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.

17. **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.

18. **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.

19. **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.

20. **AMENDMENT:** This Agreement shall not be altered, changed or modified except by a Contract Change Order executed by the parties hereto.

21. **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.

22. **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.

23. **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.

24. **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.

25. **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.

26. **NOTICES:** Any and all notices provided for hereunder shall be in writing and shall be served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

CITY	City of Santa Fe Wastewater Management Division 73 Paseo Real Santa Fe, New Mexico 87507	CONTRACTOR Bradbury Stamm Construction, Inc. 7110 2nd Street NW Albuquerque, NM 87107

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

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: 8/1/18

CONTRACTOR:
Bradbury Stamm Construction, Inc

NAME & TITLE
Cynthia Schultz, CEO

DATE: 8/3/2018

NM Taxation & Revenue
CRS # 01-107415-00-09
City of Santa Fe Business
Registration # 18-00110079

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
cc mtg. 7/25/18

APPROVED AS TO FORM:

6/25
CITY ATTORNEY

APPROVED AS TO FORM:

07/31/18
FINANCE DIRECTOR

BUSINESS UNIT/LINE ITEM 52468.572960

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

ITEM # 19-0228

Change Order No. 01

Date of Issuance:	February 5, 2019	Effective Date:	February 5, 2019
Owner:	City of Santa Fe, NM	Owner's Contract No.:	CIP #950
Contractor:	Bradbury Stamm Construction	Contractor's Project No.:	1808
Engineer:	HDR Engineering, Inc.	Engineer's Project No.:	10029382
Project:	Paseo Real Wastewater Treatment Plant – Anaerobic Digesters	Contract Name:	Paseo Real Wastewater Treatment Plant – Anaerobic Digesters

The Contract is modified as follows upon execution of this Change Order:

Description: Change order includes the following: MCR #1 - resize heat exchangers; MCR #2 - increase size of digester manways; MCR #3 - time extension for unforeseen site conditions during demolition; MCR #4 - change valve motor actuators from Auma to Rotork; MCR #6 - change materials for drain lines; MCR #7 - change drives on sludge pumps and grinders; MCR #9 - change materials for buried gas lines; MCR #11 - credit for smaller flame arrestors and deletion of exhaust fan VFDs; MCR #12 - change flow meter manufacturer from ABB to Rosemount; MCR #16 - add additional valves on sludge feed lines; and MCR #17 - changes to digester mixing piping per mixing manufacturer's recommendations.

Attachments: *Change Order No. 1 Summary with BSC Pricing Attachments*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price:	Original Contract Times:
$ 13,869,156.25 (Inclusive of NMGRT)	300 Calendar Days
[Increase] [Decrease] from previously approved Change Orders – No Previous Change Orders	[Increase] [Decrease] from previously approved Change Orders – No Previous Change Orders
$ 0.00	0 Calendar Days
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
$ 13,869,156.25 (Inclusive of NMGRT)	300 Calendar Days
Decrease of this Change Order:	Increase of this Change Order:
$ ($28,040.78) (Inclusive of NMGRT)	10 Calendar Days
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
$ 13,841,115.47 (Inclusive of NMGRT)	310 Calendar Days

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By:	By:	By:
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: Municipal Principal	Title Mayor	Title Project Manager
Date: 4/11/19	Date 4/1/19	Date 4/5/19

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: 4/1/19

CONTRACTOR:
Bradbury Stamm Construction, Inc.

Project Manager
NAME & TITLE

DATE: 4/5/19

CRS # 01-107415-009
Business Registration # 17-00110079 (S.F. boss licence)
BRC-2002-275162 (COA business registration)

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
cc mtg. 3/27/2019

APPROVED AS TO FORM:

2/26
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

Business Unit Line Item
~~523468.572960~~
523468.572970

ITEM # 19-0389

Change Order No. 02

Date:	March 22,2019	Effective Date:	Upon approval by City Council
Owner:	City of Santa Fe, NM	Owner's Contract No.:	CIP #950
Contractor:	Bradbury Stamm Construction	Contractor's Project No.:	1808
Engineer:	HDR Engineering, Inc.	Engineer's Project No.:	10029382
Project:	Paseo Real Wastewater Treatment Plant – Anaerobic Digesters	Contract Name:	Paseo Real Wastewater Treatment Plant – Anaerobic Digesters

The Contract Item#18-0835 is modified as follows upon execution of this Change Order:

Change order includes the following: Replace existing belt filter press (BFP-02) along with ancillary equipment within the existing sludge dewatering facility. The contract term will be increased by 190 days.

Attachments: *Change Order No. 2 Summary with BSC Pricing Attachments*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price:	Original Contract Times:
$ 13,869,156.25 (inclusive of NMGRT)	300 Calendar Days
Increase [Decrease] from previously approved Change Orders – No Previous Change Orders	Increase [Decrease] from previously approved Change Orders – No Previous Change Orders
$ ($28,040.77) (inclusive NMGRT)	10 Calendar Days
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
$ 13,841,115.48 (inclusive of NMGRT)	310 Calendar Days
Increase of this Change Order:	Increase of this Change Order:
$ 536,585.85 (inclusive NMGRT)	190 Calendar Days
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
$ $14,377,701.33 (inclusive NMGRT)	500 Calendar Days

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____	By: _____	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: _____	Title Mayor	Title CEO
Date: _____	Date 5/31/19	Date 6/7/19

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: 5/31/19

CONTRACTOR:
Bradbury Stamm Construction, Inc.

NAME & TITLE

DATE: 6/7/19

CRS # 01-107415-00-09
Business Registration # 19-00110079

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
CC mtg. 5/29/2019

APPROVED AS TO FORM:

4/24
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

Business Unit Line Item
52468.572970

ITEM # 19-0642

Change Order No. 03

Date of Issuance:	June 11, 2019	Effective Date:	June 11, 2019
Owner:	City of Santa Fe, NM	Owner's Contract No.:	CIP #950
Contractor:	Bradbury Stamm Construction	Contractor's Project No.:	1808
Engineer:	HDR Engineering, Inc.	Engineer's Project No.:	10029382
Project:	Paseo Real Wastewater Treatment Plant – Anaerobic Digesters	Contract Name:	Paseo Real Wastewater Treatment Plant – Anaerobic Digesters

The Contract is modified as follows upon execution of this Change Order:

Description: Change order includes the following: MCR #5 - Flow meters for belt filter presses; MCR #8 - delete local control panels for hot water pumps; MCR #10 - SCADA connection for digester cover lid position indicator; MCR #13 - change workstations HP to Dell; MCR #18 - insulation for buried hot water return and hot water supply piping; MCR #19 - additional administration building modifications above the allowance included in the bid; MCR #22 - delete FRP panels and seal CMU inside the equipment building; MCR #24 - coat existing belt filter press dewatering room; and MCR #27 - change FIT 203/204 to electronic flow meters.

Attachments: *Change Order No. 3 Summary with BSC Pricing Attachments.*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price:	Original Contract Times:
$ 13,869,156.25 (Inclusive of NMGRT)	300 Calendar Days
Increase from previously approved Change Orders – No Previous Change Orders	Increase from previously approved Change Orders – No Previous Change Orders
$ 508,545.07 (Inclusive of NMGRT)	200 Calendar Days
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
$ 14,377,701.32 (Inclusive of NMGRT)	500 Calendar Days
Increase of this Change Order:	Increase of this Change Order:
$ 165,593.80 (Inclusive of NMGRT)	0 Calendar Days
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
$ 14,543,295.12 (Inclusive of NMGRT)	500 Calendar Days

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By:	By:	By:
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: Manager Principal	Title	Title Project Manager
Date: 7/10/19	Date	Date 7/8/19

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: 8/2/19

CONTRACTOR:
Bradbury Stamm Construction, Inc.

Project Manager
NAME & TITLE

DATE: 7/8/19

CRS # 01-107415-00-09
Business Registration # 19-00110079

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
CC Mtg. 7-31-19

APPROVED AS TO FORM:

6/14/19
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

for M. McCoy 26.02.19
MARY MCCOY, FINANCE DIRECTOR

Business Unit Line Item
52468.572970

ITEM # 20-0322

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Change Order No. 04

Date of Issuance:	May 14, 2020	Effective Date:	May 14, 2020
Owner:	City of Santa Fe, NM	Owner's Contract No.:	CIP #950
Contractor:	Bradbury Stamm Construction	Contractor's Project No.:	1808
Engineer:	HDR Engineering, Inc.	Engineer's Project No.:	10029382
Project:	Paseo Real Wastewater Treatment Plant – Anaerobic Digesters	Contract Name:	Paseo Real Wastewater Treatment Plant – Anaerobic Digesters

The Contract is modified as follows upon execution of this Change Order:

Description: Change order includes the following: MCR #20 – Connection of Foam Separator to SCADA/power; MCR #25 – Additional Power Conduits at Gas Cleaning; MCR #26 – RFI #57 Additional Valves on Yard Piping; MCR #28 – Credit for Digester Ramp Deletion; MCR #29 – RFI #46 Additional Plug Valves; MCR #31 – Working with HEI on Fiber Optic; MCR #32 – RFI #8 Credit for Digester Lid Coatings; MCR #33 – Owner Directed Changes to Server Room; MCR #35 – RFIs #91-93 Modifications to MCC; MCR #37 – Additional I/O for LCP-201; MCR #38 – Hot tap for the 12" OF line; MCR #40 – Installation of Air Release on Sludge and HW Piping; MCR #41 – Start-up Costs through 3-31-20; MCR #43 – Load Banks for Generator Start-up; MCR #44 – Spare Parts for Existing Belt Press; MCR #45 PW for Flush Water at Chopper Pumps; MCR #47 – Finalize Bypass Line and MCR #49 – Retaining Wall.

Attachments: *Change Order No. 4 Summary with BSC Pricing Attachments.*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price:	Original Contract Times:
$ 13,869,156.25 (Inclusive of NMGRT)	300 Calendar Days
Increase from previously approved Change Orders No. 01 to No. 03.	Increase from previously approved Change Orders No. 01 to No. 03.
$ 674,138.87 (Inclusive of NMGRT)	200 Calendar Days
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
$ 14,543,295.12 (Inclusive of NMGRT)	500 Calendar Days
Increase of this Change Order:	Increase of this Change Order:
$ 288,280.59 (Inclusive of NMGRT)	74 Calendar Days
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
$ 14,831,575.71 (Inclusive of NMGRT)	574 Calendar Days

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____	By: _____	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: _____	Title _____	Title Project Manager
Date: _____	Date _____	Date 5/18/20

City of Santa Fe
Wastewater Treatment Plant – Anaerobic Digesters
Change Order No. 4 Summary

MCR No.	Description	Change in Price (Excluding NMGRT)	Change in Price (Including NMGRT)	Change in Time (Calendar Days)
20	Connection of Foam Separator to SCADA/power	$25,426.30	$27,571.64	9
25	Additional Power Conduits at Gas Cleaning	$63,897.32	$69,288.66	38
26	RFI #57 Additional Valves on Yard Piping	$14,668.10	$15,905.72	0
28	Credit for Digester Ramp Deletion	($17,694.44)	($19,187.41)	0
29	RFI #46 Additional Plug Valves	$9,480.42	$10,280.33	0
31	Working with HEI on Fiber Optic	($11,071.34)	($12,005.48)	0
32	RFI #8 Credit for Digester Lid Coatings	($3,232.40)	($3,505.13)	0
33	Owner Directed Changes to Server Room	$6,622.74	$7,181.53	0
35	RFIs #91-93 Modifications to MCC	$5,103.30	$5,533.89	2
37	Additional I/O for LCP-201	$9,592.76	$10,402.15	2
38	Hot tap for the 12" OF Line	$7,002.63	$7,593.48	0
40	Installation of Air Release on Sludge and HW Piping	$5,679.90	$6,159.14	0
41	Start-up Costs through 3-31-20	$52.369.95	$56,788.66	7
43	Load Banks for Generator Start-up	$42,204.67	$45,765.69	0
44	Spare Parts for Existing Belt Press	$20,660.43	$22,403.65	0
45	PW for Flush water at Chopper Pumps	$1,017.40	$1,103.24	0
47	Finalize Bypass Line	$7,931.03	$8,600.21	0
49	Retaining Wall	$26,190.77	$28,400.62	16
	Total Change Order No. 04	**$265,849.54**	**$288,280.59**	**74**

Bradbury Stamm Construction Pricing Attachments:

- Modification / Change Request (MCR) #20 Dated 10/14/19
- Modification / Change Request (MCR) #25 Dated 4/7/20
- Modification / Change Request (MCR) #26 Dated 1/13/20
- Modification / Change Request (MCR) #28 Dated 8/12/19
- Modification / Change Request (MCR) #29 Dated 8/12/19
- Modification / Change Request (MCR) #31 Dated 3/9/20
- Modification / Change Request (MCR) #32 Dated 8/12/19
- Modification / Change Request (MCR) #33 Dated 8/27/19
- Modification / Change Request (MCR) #35 Dated 10/15/19
- Modification / Change Request (MCR) #37 Dated 10/16/19
- Modification / Change Request (MCR) #38 Dated 10/22/19
- Modification / Change Request (MCR) #40 Dated 1/13/20
- Modification / Change Request (MCR) #41 Dated 5/4/20
- Modification / Change Request (MCR) #43 Dated 4/1/20
- Modification / Change Request (MCR) #44 Dated 4/2/20
- Modification / Change Request (MCR) #45 Dated 5/4/20
- Modification / Change Request (MCR) #47 Dated 5/4/20
- Modification / Change Request (MCR) #49 Dated 5/4/20

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: 5/31/19

CONTRACTOR:
Bradbury Stamm Construction, Inc.

NAME & TITLE

DATE: 6/7/19

CRS # 01-107415-00-09
Business Registration # 19-00110079

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
CC mtg. 5/29/2019

APPROVED AS TO FORM:

4/24
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

Business Unit Line Item
52468.572970

City of Santa Fe, New Mexico

memo

DATE: March 25, 2021

TO: Public Works and Utilities Committee

VIA: Regina Wheeler (Mar 25, 2021 11:25 MDT)
Regina Wheeler, Public Works Department Director

FROM: David A. Chapman Grant Administrator DAC

ISSUE: Request approval of State of New Mexico issued Severance Tax Bond (STB) Fund Grant Agreements for the following three projects:

20-E2735, $750,000.00 Appropriation Revision Date: 30-JUN-2024
Laws of 2020, Chapter 81, Section 35, Para. 391, Seven Hundred Fifty Thousand Dollars ($750,000.00) to purchase and equip electric vehicles and to plan, design, construct and improve charging infrastructure in Santa Fe in Santa Fe County. We expect to purchase (23) electric vehicles and a sufficient number of charging stations with this funding. The City's Fleet Management Division is working with the Sustainability Planner to purchase electric vehicles and install charging infrastructure to best meet City needs and leverage the funding. The vehicles and charging stations will be placed on City owned property.

20-E2740, $363,700.00 Appropriation Reversion Date: 30-JUN-24
Laws of 2020, Chapter 81, Section 35, Para. 396, Three Hundred Sixty Three Thousand Seven Hundred Dollars ($363,700.00) to plan, design, construct, furnish and equip renovations, including air conditioning and roof repairs, to the municipal court in Santa Fe, In Santa Fe County. After Arts in Public Places (AIPP) deduction of 1% ($3,637.00), the net grant amount is **$360,700.00.** The bulk of this appropriation will be spent on roofing and HVAC. In 2019, the State Legislature awarded the City $117,000 to install bulletproof windows in the municipal at the customer service windows in the lobby. The grant number was 19-D3204.

20-E2744, $3,910,000.00 Appropriation Reversion Date: 30-JUN-2024
Laws of 2020, Chapter 81, Section 35, Para. 400, Three Million Nine Hundred Ten Thousand Dollars ($3,910,000.00) to plan, design, construct, purchase, furnish and equip a new Southside Teen and Resource Center in Santa Fe in Santa Fe County. After an AIPP deduction of 1% ($39,100.00), the net grant amount is **$3,870,900.00.** This will go towards construction. In 2019, the State Legislature awarded the City $1,089,000 for this project. That grant number was 19-D3210.

SUMMARY The State of New Mexico issued these Severance Tax Bond Agreements to the City of Santa Fe in February 2021. The grants do not require matching funds and funds are provided on a reimbursement basis. In addition to acting as fiscal agent, city staff will act as project managers for these projects.

ACTION: Please recommend to the Finance Committee approval of these State of New Mexico Severance Tax Bond Agreements.

Enclosures: State Severance Tax Bond Agreements: 20-E2735, 20-E2740 and 20-E2744
BARS

Log # *(Finance use only)*:	
Journal # *(Finance use only)*:	

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

DEPARTMENT / DIVISION NAME					DATE
Finance Department					3/25/2021
ITEM DESCRIPTION	**ORG**	**OBJECT**	**PROJECT**	**INCREASE**	**DECREASE**
EXPENDITURES				*(enter as positive #)*	*(enter as negative #)*
Vehicles < 1.6	3459881	570950	Project Id. FA345B Grant Id: s2116	659,068	
Equipment & Machinery	3459881	570500	Project Id. FA345B Grant Id: s2116	91,932	
REVENUES				*(enter as negative #)*	*(enter as positive #)*
NM Dept. of Finance & Admin.	3459881	460210		(750,000)	
JUSTIFICATION: *(use additional page if needed)* *–Attach supporting documentation/memo*				$ -	$ -

This funding is from a State of NM Severance Tax Bond (STB) Appropriation Project Electric Vehicles 20-E2735.

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

David A. Chapman
David A. Chapman (Mar 25, 2021 10:51 MDT)
Prepared By *(print name)* — Date: Mar 25, 2021

Division Director Signature *(optional)* — Date

Regina A. Wheeler
Department Director Signature — Date: Mar 25, 2021

(Use this form for Finance Committee/ City Council agenda items ONLY)

CITY COUNCIL APPROVAL

City Council Approval Date:

Agenda Item #:

AJH
A.J. (Mar 25, 2021 16:39 MDT)
Alexis C. Lotero
Budget Officer — Date

Finance Director *(≤ $5,000)* — Date

City Manager *(≤ $60,000)* — Date

Log # *(Finance use only)*:	
Journal # *(Finance use only)*:	

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

DEPARTMENT / DIVISION NAME	DATE
Finance Department	

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*(enter as positive $)*	*(enter as negative $)*
WIP Construction	3209980	572970	Project Id: FA320C Grant Id: S2119	380,083	
REVENUES				*(enter as negative $)*	*(enter as positive $)*
NM Dept. of Finance & Admin.	3209980	480210		(380,083)	
				$ -	$ -

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

This funding is from a State of NM Severance Tax Bond (STB) Appropriation project Municipal Court Roofing & Renovations 20-E2740.

The actual grant amount was $383,700.00 but $3,637.00 was automatically deducted by the state for Arts in Public Places (AIPP).

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

David A. Chapman
David A. Chapman (Mar 25, 2021 10:53 MDT)
Prepared By *(print name)* Mar 25, 2021 — Date

Division Director Signature *(optional)* — Date

Regina Wheeler (Mar 25, 2021 16:22 MDT)
Regina A. Wheeler
Department Director Signature Mar 25, 2021 — Date

(Use this form for Finance Committee/ City Council agenda items ONLY)

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

AJH
AJH (Mar 25, 2021 16:36 MDT)
Alexis C. Lotero
Budget Officer Mar 25, 2021 — Date

Finance Director *(≤ $5,000)* — Date

City Manager *(≤ $50,000)* — Date

Log # *(Finance use only)*:	
Journal # *(Finance use only)*:	

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

DEPARTMENT / DIVISION NAME	DATE
Finance Department	

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*(enter as positive #)*	*(enter as negative #)*
WIP Construction	3209880	572970	Project Id: FA183200T Grant Id: S2120	3,870,900	
REVENUES				*(enter as negative #)*	*(enter as positive #)*
NM Dept. of Finance & Admin.	3209880	460210		(3,870,900)	
				$ -	$ -

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

This funding is from a State of NM Severance Tax Bond (STB) Appropriation project Southside Teen and Resource Center 20-E2744.
The actual grant amount was $3,910,000.00 but $39,100.00 was automatically deducted by the state for Arts in Public Places (AIPP).

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

David A. Chapman
David A. Chapman (Mar 25, 2021 10:53 MDT)
David A. Chapman
Prepared By *(print name)* Mar 25, 2021 — Date

Division Director Signature *(optional)* — Date

Regina Wheeler (Mar 25, 2021 16:22 MDT)
Regina A Wheeler
Department Director Signature — Date
Mar 25, 2021

(Use this form for Finance Committee/ City Council agenda items ONLY)

CITY COUNCIL APPROVAL

City Council Approval Date:

Agenda Item #:

Alexis C. Lotero
Budget Officer — Date
Mar 25, 2021

Finance Director *(≤ $5,000)* — Date

City Manager *(≤ $50,000)* — Date

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
FUND 89200 CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into as of this____day of_____, 20___, by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Room 202, Santa Fe, New Mexico, 87501, hereinafter called the "Department" or abbreviation such as "DFA/LGD", and the **City of Santa Fe**, hereinafter called the "Grantee." This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of 2020, Chapter 81, Section 35, Para. 391, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

20-E2735 $750,000.00 Appropriation Reversion Date: 30-JUN-24
Laws of 2020, Chapter 81, Section 35, Para. 391, Seven Hundred Fifty Thousand Dollars ($750,000.00) to purchase and equip electric vehicles and to plan, design, construct and improve charging infrastructure in Santa Fe in Santa Fe county.

The Grantee's total reimbursements shall not exceed Seven Hundred Fifty Thousand Dollars ($750,000.00) (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")[1], if applicable, Zero Dollars ($0.00), which equals Seven Hundred Fifty Thousand Dollars ($750,000.00) (the "Adjusted Appropriation Amount").

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I (A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I (A) is referred to collectively throughout the remainder of this Agreement as the "Project Description". The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse[2] Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

(i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and

(ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and

(iii) The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and

(iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and

(v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:

a. must be approved by the applicable oversight entity (if any) in accordance with law; or

b. if no oversight entity is required to approve of the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with New Mexico State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

[1] The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars ($200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars ($100,000)." Section 13-4A-4 NMSA 1978.

[2] "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

(vi) The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**
b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.
c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.
d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.
C. Project funds shall not be used for purposes other than those specified in the Project Description.
D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee designates the person(s) listed below, or their successor as their official representative(s) concerning all matters related to this Agreement.

Grantee	City of Santa Fe
Name	David A. Chapman
Title	Grant Administrator - Writer
Address	P. O. Box 909, Santa Fe, NM 87504-0909
Email	dachapman@santafenm.gov
Telephone	505-955-2010

The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement.

Grantee	City of Santa Fe
Name	David A. Chapman
Title	Grant Administrator - Writer
Address	P. O. Box 909, Santa Fe, NM 87504-0909
Email	dachapman@santafenm.gov
Telephone	505-955-2010

The Department designates the persons listed below, or their successors, as Points of Contact for matters related to this Agreement.

Department	DFA/Local Government Division
Name	Maria Urban
Title	Project Manager
Address	Bataan Memorial Bldg. Rm 202, Santa Fe, NM 87501
Email	maria.urban@state.nm.us
Telephone	505-827-8061

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by email, or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

A. As referenced in Article I (A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **June 30, 2024**, the Reversion Date, unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are ***not*** expended and an expenditure has ***not*** occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

(i) Termination due to completion of the Project before the Reversion Date; or

(ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or

(iii)Termination for violation of the terms of this Agreement; or

(iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V (A).

B. Early Termination Before Reversion Date Due to Non-Appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V (B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

(i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and

(ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and

(iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI (D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI (A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

ARTICLE VIII. REPORTS

A. **Database reporting**

The Grantee shall report monthly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (http://cpms.dfa.state.nm.us). Additionally, the Grantee shall certify on the Request for Payment form (exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give the Grantee with a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Monthly reports shall be due on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of the final request for reimbursement for the Project.

B. **Requests for Additional Information/Project Inspection**

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

(i) request such additional information regarding the Project as it deems necessary; and

(ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project. Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 1. Payment requests are subject to the following procedures:

(i) The Grantee must submit a Request for Payment; and

(ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or the liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.

(iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of the acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. Deadlines

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

(i) Immediately as they are received by the Grantee but at a minimum of thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or

(ii) July 15 of each year for all unreimbursed incurred during the previous fiscal year; or

(iii) Twenty (20) days from the date of Early Termination; or

(iv) Twenty (20) days from the reversion date.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Project:

(i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).

(ii) The project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars ($60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.

(iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, "Anti-Donation Clause."

(iv) The Grantee shall not for a period of 10 years, from the date of this agreement convert any property acquired, built, renovated, required, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance written approval, which may include requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.

(v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

(i) The Grantee has the legal authority to receive and expend the Project's funds.

(ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.

(iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.

(iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.

(v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.

(vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

(vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of five (5) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges, warrants, and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the **City of Santa Fe** may immediately terminate this Agreement by giving Contractor written notice of such termination. The **City of Santa Fe's** decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the **City of Santa Fe**, the Department of Finance and Administration, Local Government Division (DFA/LGD), or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the **City of Santa Fe** or the Department."

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges, warrants, and agrees that Grantee shall include the following or a termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

"This contract is funded in whole or in part by funds made available under DFA/LGD Grant Agreement. Should DFA/LGD early terminate the grant agreement, the **City of Santa Fe** may early terminate this

contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the **City of Santa Fe's** only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

A. Throughout the term of this Agreement, Grantee shall:

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V (A) of this Agreement.

ARTICLE XVIII. SEVERANCE TAX BOND PROJECT AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this agreement is subject to the SBOF's Bond Project Disbursements

rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.]

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed Agreement as of the date of execution by the Department.

GRANTEE

_____
Entity Name

By:_____
(Type or Print Name)

Its:_____
(Type or Print Title)

_____
Signature of Official with Authority to Bind Grantee

_____
Date

DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION

Its: Division Director

_____
Signature

_____
Date

CITY OF SANTA FE

_____
ALAN WEBBER, MAYOR

DATE: _____

ATTEST:

_____
KRISTINE BUSTOS-MIHELCIC,
CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Feb 19, 2021 08:09 MST)

_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY McCOY, FINANCE DIRECTOR

3459981.570950 ✓

Electric Vehicles STB 20-1:2735 dac

STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
Request for Payment Form
Exhibit 1

I. Grantee Information

(Make sure information is complete & accurate)

A. Grantee: _____

B. Address: _____

(Complete Mailing, including Suite, if applicable)

_____

City, State, Zip

C. Phone No: _____

D. Grant No: _____

E. Project Title: _____

F. Grant Expiration Date: _____

II. Payment Computation

A. Payment Request No. _____

B. Grant Amount: _____

C. AIPP Amount *(If Applicable)*: _____

D. Funds Requested to Date: _____

E. Amount Requested this Payment: _____

F. Reversion Amount (*If Applicable*): _____

G. Grant Balance: _____

H. ☐ GF ☐ GOB ☐ STB (*attach wire if first draw*)

I. ☐ Final Request for Payment (*if Applicable*)

III. Fiscal Year: _____

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. ☑ Reporting Certification:

I hereby certify to the best of my knowledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with Article VIII of the Capital Outlay Grant Agreement.

V. ☑ Compliance Certification:

Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

_____
Grantee Fiscal Officer
or **Fiscal Agent** (*if applicable*)

_____
Grantee Representative

_____
Printed Name

_____
Printed Name

Date: _____

Date: _____

(State Agency Use Only)

Vendor Code: _____ **Fund No.:** _____ **Loc No.:** _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

_____
Division Fiscal Officer Date

_____
Division Project Manager Date

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, _____

FROM: Grantee Entity: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: $ 0.00

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: _____

Title: _____

Signature: _____

Date: _____

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

MICHELLE LUJAN GRISHAM
GOVERNOR

DONNIE J. QUINTANA
DIRECTOR

DEBORAH K. ROMERO
ACTING CABINET SECRETARY

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION
Bataan Memorial Building ♦ 407 Galisteo St. ♦ Suite 202 ♦ Santa Fe, NM 87501
PHONE (505) 827-4950 ♦ FAX (505) 827-4948

October 22, 2020

Alan Webber
Mayor, City of Santa Fe
200 Lincoln Ave
Santa Fe, NM 87501

Re: Special Conditions for City of Santa Fe Capital Outlay Projects, per E.O. 13-006

Dear Mayor Webber:

Our many thanks to you and the other City of Santa Fe representatives for a very productive meeting on Monday, October 19th, concerning certification of the City of Santa Fe for purposes of the Executive Order 2013-006 and New Mexico Capital Outlay projects. As discussed, in accordance with E.O. 2013-006, the following uniform funding criteria must be met for a Local Government grantee to be eligible to receive a grant of a State Capital Outlay appropriation:

a. for the most recently concluded fiscal year, a grantee must have timely submitted to the federal government all forms and federal single audit documentation required under the federal Single Audit Act of 1984, as amended, and Office of Management and Budget Circular No. A-133, if the due date for the report under federal law has passed. A federal single audit report is timely submitted for purposes of this criterion if submitted by any extended due date granted by the grantee's federal cognizant agency;
b. in the case of a grantee whose most recent federal single audit raises concerns about the grantee's ability to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired with grant funds:
    1. the grantee must have remedied the inadequacies in its accounting methods and procedures to the satisfaction of the State agency making the grant;
    2. **the State agency making the grant must have determined that it can impose and has the resources to implement special grant conditions that adequately address the inadequacies in the grantee's accounting methods and procedures; or**
    3. the State agency making the grant must have determined that another appropriate entity is able and willing to act as fiscal agent for the grant.

The Department of Finance and Administration (herein referred to as "Department") agrees that certification of the City of Santa Fe in accordance with the established uniform funding criteria would be possible provided that the following Special Conditions are implemented:

Special Conditions for All 2020 Appropriations

1. The City will participate in quarterly reconciliation meetings with the Department and provide status reports regarding the Audit Corrective Action Plan; and
2. The City's Grants Management Division or its Finance Director shall verify and approve that all documents related to encumbrance (Notice of Obligation) are eligible activities and consistent with the project(s) appropriation language per NMAC 2.61.6., prior to being submitted to the Department; and
3. The City's Grants Management Division or its Finance Director shall approve and verify that all documents related to reimbursement are encumbered (Department-approved Notice of Obligation), accurate, reported in the Department's database (http://cpms.dfa.state.nm.us) and submitted in a timely manner.
4. The City will use fund ***30300 State Legislative Appropriation Project*** and revenue line item ***47300 State Legislative Appropriations*** to budget all state capital outlay project grant awards on the Local Government Budget Management System (LGBMS) to allow for better tracking of quarterly financial activity related to these projects; and
5. The City will provide annually an audited detailed listing of all assets acquired with State Capital Outlay grant funds that identifies the Department administering such projects. In doing so, the City will provide to the Department a copy of the policies and procedures used to inventory capital and infrastructure assets; and

These Special Conditions will be included in the Inter-Governmental Agreement (IGA) for each City of Santa Fe project. The Special Conditions will remain in place for the duration of the project unless and until the Department is satisfied that the E.O. 13-006 uniform funding criteria has been met such that certain Special Conditions may be eliminated, in which case the Department will notify the City of Santa Fe in writing.

We welcome your comments and suggestions as to how to make these conditions effective. Please respond by close of business on Friday, November 6, 2020. If you should have any questions, you may call me at 505-470-7935.

Sincerely,

Eric Chenier
Chief Financial Officer
Department of Finance and Administration

Cc: Deborah K. Romero, Acting Cabinet Secretary, Department of Finance and Administration
Donnie Quintana, LGD Director, Department of Finance and Administration
Jarel Lapan Hill, City Manager, City of Santa Fe
Mary McCoy, Finance Director, City of Santa Fe

Santa Fe, NM 87501
Office: (505) 827-8061
Fax: (505) 827-4948
maria.urban@state.nm.us

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
FUND 89200 CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into as of this____day of_____, 20___, by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Room 202, Santa Fe, New Mexico, 87501, hereinafter called the "Department" or abbreviation such as "DFA/LGD", and the **City of Santa Fe**, hereinafter called the "Grantee." This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of 2020, Chapter 81, Section 35, Para. 396, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

20-E2740 $363,700.00 Appropriation Reversion Date: 30-JUN-24
Laws of 2020, Chapter 81, Section 35, Para. 396, Three Hundred Sixty Three Thousand Seven Hundred Dollars ($363,700.00) to plan, design, construct, furnish and equip renovations, including air conditioning and roof repairs, to the municipal court in Santa Fe in Santa Fe county.

The Grantee's total reimbursements shall not exceed Three Hundred Sixty Three Thousand Seven Hundred Dollars ($363,700.00) (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")[1], if applicable, Three Thousand Six Hundred Thirty Seven Dollars ($3,637.00), which equals Three Hundred Sixty Thousand Sixty Three Dollars ($360,063.00) (the "Adjusted Appropriation Amount").

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I (A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I (A) is referred to collectively throughout the remainder of this Agreement as the "Project Description". The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse[2] Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

(i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and

(ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and

(iii) The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and

(iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and

(v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:

   a. must be approved by the applicable oversight entity (if any) in accordance with law; or

   b. if no oversight entity is required to approve of the transaction, the Department must approve the transaction as complying with law.

   Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with New Mexico State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

[1] The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars ($200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars ($100,000)." Section 13-4A-4 NMSA 1978.

[2] "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

(vi) The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**
b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.
c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.
d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.
C. Project funds shall not be used for purposes other than those specified in the Project Description.
D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee designates the person(s) listed below, or their successor as their official representative(s) concerning all matters related to this Agreement.

Grantee	City of Santa Fe
Name	David A. Chapman
Title	Grant Administrator - Writer
Address	P. O. Box 909, Santa Fe, NM 87504-0909
Email	dachapman@santafenm.gov
Telephone	505-955-2010

The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement.

Grantee	City of Santa Fe
Name	David A. Chapman
Title	Grant Administrator - Writer
Address	P. O. Box 909, Santa Fe, NM 87504-0909
Email	dachapman@santafenm.gov
Telephone	505-955-2010

The Department designates the persons listed below, or their successors, as Points of Contact for matters related to this Agreement.

Department	DFA/Local Government Division
Name	Maria Urban
Title	Project Manager
Address	Bataan Memorial Bldg. Rm 202, Santa Fe, NM 87501
Email	maria.urban@state.nm.us
Telephone	505-827-8061

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by email, or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

A. As referenced in Article I (A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **June 30, 2024**, the Reversion Date, unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are ***not*** expended and an expenditure has ***not*** occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

(i) Termination due to completion of the Project before the Reversion Date; or

(ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or

(iii)Termination for violation of the terms of this Agreement; or

(iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V (A).

B. Early Termination Before Reversion Date Due to Non-Appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V (B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

(i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and

(ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and

(iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI (D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI (A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

ARTICLE VIII. REPORTS

A. **Database reporting**

The Grantee shall report monthly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (http://cpms.dfa.state.nm.us). Additionally, the Grantee shall certify on the Request for Payment form (exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give the Grantee with a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Monthly reports shall be due on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of the final request for reimbursement for the Project.

B. **Requests for Additional Information/Project Inspection**

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

(i) request such additional information regarding the Project as it deems necessary; and

(ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project. Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 1. Payment requests are subject to the following procedures:

(i) The Grantee must submit a Request for Payment; and

(ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or the liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.

(iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of the acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. Deadlines

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

(i) Immediately as they are received by the Grantee but at a minimum of thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or

(ii) July 15 of each year for all unreimbursed incurred during the previous fiscal year; or

(iii) Twenty (20) days from the date of Early Termination; or

(iv) Twenty (20) days from the reversion date.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Project:

(i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).

(ii) The project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars ($60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.

(iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, "Anti-Donation Clause."

(iv) The Grantee shall not for a period of 10 years, from the date of this agreement convert any property acquired, built, renovated, required, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance written approval, which may include requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.

(v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

(i) The Grantee has the legal authority to receive and expend the Project's funds.

(ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.

(iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.

(iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.

(v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.

(vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

(vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of five (5) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges, warrants, and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the **City of Santa Fe** may immediately terminate this Agreement by giving Contractor written notice of such termination. The **City of Santa Fe's** decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the **City of Santa Fe**, the Department of Finance and Administration, Local Government Division (DFA/LGD), or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the **City of Santa Fe** or the Department."

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges, warrants, and agrees that Grantee shall include the following or a termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

"This contract is funded in whole or in part by funds made available under DFA/LGD Grant Agreement. Should DFA/LGD early terminate the grant agreement, the **City of Santa Fe** may early terminate this

contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the **City of Santa Fe's** only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

A. Throughout the term of this Agreement, Grantee shall:

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V (A) of this Agreement.

ARTICLE XVIII. SEVERANCE TAX BOND PROJECT AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this agreement is subject to the SBOF's Bond Project Disbursements

rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.]

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed Agreement as of the date of execution by the Department.

GRANTEE

_____
Entity Name

By:_____
(Type or Print Name)

Its:_____
(Type or Print Title)

_____
Signature of Official with Authority to Bind Grantee

_____
Date

DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION

Its: Division Director

_____
Signature

_____
Date

CITY OF SANTA FE

_____

ALAN WEBBER, MAYOR

DATE: _____

ATTEST:

_____

KRISTINE BUSTOS-MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (Feb 18, 2021 10:20 MST)

_____

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____

MARY McCOY, FINANCE DIRECTOR

3209980.572970 ✓

Municipal Court STIB 20-E2740 dac

STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
Request for Payment Form
Exhibit 1

I. Grantee Information

(Make sure information is complete & accurate)

A. Grantee: _____

B. Address: _____

(Complete Mailing, including Suite, if applicable)

_____

City, State, Zip

C. Phone No: _____

D. Grant No: _____

E. Project Title: _____

F. Grant Expiration Date: _____

II. Payment Computation

A. Payment Request No. _____

B. Grant Amount: _____

C. AIPP Amount *(If Applicable)*: _____

D. Funds Requested to Date: _____

E. Amount Requested this Payment: _____

F. Reversion Amount (If *Applicable*): _____

G. Grant Balance: _____

H. ☐ GF ☐ GOB ☐ STB (*attach wire if first draw*)

I. ☐ Final Request for Payment (*if Applicable*)

III. Fiscal Year : _____

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. ☑ Reporting Certification:

I hereby certify to the best of my knowledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with Article VIII of the Capital Outlay Grant Agreement.

V. ☑ Compliance Certification:

Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

Grantee Fiscal Officer
or Fiscal Agent (*if applicable*)

Grantee Representative

Printed Name

Printed Name

Date: _____

Date: _____

(State Agency Use Only)

Vendor Code: _____ **Fund No.:** _____ **Loc No.:** _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

Division Fiscal Officer Date

Division Project Manager Date

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, _____

FROM: Grantee Entity: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: $ 0.00

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: _____

Title: _____

Signature: _____

Date: _____

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

MICHELLE LUJAN GRISHAM
GOVERNOR

DONNIE J. QUINTANA
DIRECTOR

DEBORAH K. ROMERO
ACTING CABINET SECRETARY

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION
Bataan Memorial Building ♦ 407 Galisteo St. ♦ Suite 202 ♦ Santa Fe, NM 87501
PHONE (505) 827-4950 ♦ FAX (505) 827-4948

October 22, 2020

Alan Webber
Mayor, City of Santa Fe
200 Lincoln Ave
Santa Fe, NM 87501

Re: Special Conditions for City of Santa Fe Capital Outlay Projects, per E.O. 13-006

Dear Mayor Webber:

Our many thanks to you and the other City of Santa Fe representatives for a very productive meeting on Monday, October 19th, concerning certification of the City of Santa Fe for purposes of the Executive Order 2013-006 and New Mexico Capital Outlay projects. As discussed, in accordance with E.O. 2013-006, the following uniform funding criteria must be met for a Local Government grantee to be eligible to receive a grant of a State Capital Outlay appropriation:

a. for the most recently concluded fiscal year, a grantee must have timely submitted to the federal government all forms and federal single audit documentation required under the federal Single Audit Act of 1984, as amended, and Office of Management and Budget Circular No. A-133, if the due date for the report under federal law has passed. A federal single audit report is timely submitted for purposes of this criterion if submitted by any extended due date granted by the grantee's federal cognizant agency;
b. in the case of a grantee whose most recent federal single audit raises concerns about the grantee's ability to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired with grant funds:
    1. the grantee must have remedied the inadequacies in its accounting methods and procedures to the satisfaction of the State agency making the grant;
    2. **the State agency making the grant must have determined that it can impose and has the resources to implement special grant conditions that adequately address the inadequacies in the grantee's accounting methods and procedures; or**
    3. the State agency making the grant must have determined that another appropriate entity is able and willing to act as fiscal agent for the grant.

The Department of Finance and Administration (herein referred to as "Department") agrees that certification of the City of Santa Fe in accordance with the established uniform funding criteria would be possible provided that the following Special Conditions are implemented:

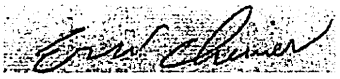
Special Conditions for All 2020 Appropriations

1. The City will participate in quarterly reconciliation meetings with the Department and provide status reports regarding the Audit Corrective Action Plan; and
2. The City's Grants Management Division or its Finance Director shall verify and approve that all documents related to encumbrance (Notice of Obligation) are eligible activities and consistent with the project(s) appropriation language per NMAC 2.61.6., prior to being submitted to the Department; and
3. The City's Grants Management Division or its Finance Director shall approve and verify that all documents related to reimbursement are encumbered (Department-approved Notice of Obligation), accurate, reported in the Department's database (http://cpms.dfa.state.nm.us) and submitted in a timely manner.
4. The City will use fund ***30300 State Legislative Appropriation Project*** and revenue line item ***47300 State Legislative Appropriations*** to budget all state capital outlay project grant awards on the Local Government Budget Management System (LGBMS) to allow for better tracking of quarterly financial activity related to these projects; and
5. The City will provide annually an audited detailed listing of all assets acquired with State Capital Outlay grant funds that identifies the Department administering such projects. In doing so, the City will provide to the Department a copy of the policies and procedures used to inventory capital and infrastructure assets; and

These Special Conditions will be included in the Inter-Governmental Agreement (IGA) for each City of Santa Fe project. The Special Conditions will remain in place for the duration of the project unless and until the Department is satisfied that the E.O. 13-006 uniform funding criteria has been met such that certain Special Conditions may be eliminated, in which case the Department will notify the City of Santa Fe in writing.

We welcome your comments and suggestions as to how to make these conditions effective. Please respond by close of business on Friday, November 6, 2020. If you should have any questions, you may call me at 505-470-7935.

Sincerely,



Eric Chenier
Chief Financial Officer
Department of Finance and Administration

Cc: Deborah K. Romero, Acting Cabinet Secretary, Department of Finance and Administration
Donnie Quintana, LGD Director, Department of Finance and Administration
Jarel Lapan Hill, City Manager, City of Santa Fe
Mary McCoy, Finance Director, City of Santa Fe

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marla.urban@state.nm.us

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
FUND 89200 CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into as of this____day of_____, 20___, by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Room 202, Santa Fe, New Mexico, 87501, hereinafter called the "Department" or abbreviation such as "DFA/LGD", and the **City of Santa Fe**, hereinafter called the "Grantee." This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of 2020, Chapter 81, Section 35, Para. 400, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

20-E2744 $3,910,000.00 Appropriation Reversion Date: 30-JUN-24
Laws of 2020, Chapter 81, Section 35, Para. 400, Three Million Nine Hundred Ten Thousand Dollars ($3,910,000.00) to plan, design, construct, purchase, furnish and equip a new southside teen and resource center in Santa Fe in Santa Fe county.

The Grantee's total reimbursements shall not exceed Three Million Nine Hundred Ten Thousand Dollars ($3,910,000.00) (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount") [1], if applicable, Thirty Nine Thousand One Hundred Dollars ($39,100.00), which equals Three Million Eight Hundred Seventy Thousand Nine Hundred Dollars ($3,870,900.00) (the "Adjusted Appropriation Amount").

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I (A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I (A) is referred to collectively throughout the remainder of this Agreement as the "Project Description". The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse [2] Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

(i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and

(ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and

(iii) The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and

(iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and

(v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:

   a. must be approved by the applicable oversight entity (if any) in accordance with law; or

   b. if no oversight entity is required to approve of the transaction, the Department must approve the transaction as complying with law.

   Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with New Mexico State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

[1] The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars ($200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars ($100,000)." Section 13-4A-4 NMSA 1978.

[2] "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

(vi) The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**
b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.
c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.
d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.
C. Project funds shall not be used for purposes other than those specified in the Project Description.
D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee designates the person(s) listed below, or their successor as their official representative(s) concerning all matters related to this Agreement.

Grantee	City of Santa Fe
Name	David A. Chapman
Title	Grant Administrator - Writer
Address	P. O. Box 909, Santa Fe, NM 87504-0909
Email	dachapman@santafenm.gov
Telephone	505-955-2010

The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement.

Grantee	City of Santa Fe
Name	David A. Chapman
Title	Grant Administrator - Writer
Address	P. O. Box 909, Santa Fe, NM 87504-0909
Email	dachapman@santafenm.gov
Telephone	505-955-2010

The Department designates the persons listed below, or their successors, as Points of Contact for matters related to this Agreement.

Department	DFA/Local Government Division
Name	Maria Urban
Title	Project Manager
Address	Bataan Memorial Bldg. Rm 202, Santa Fe, NM 87501
Email	maria.urban@state.nm.us
Telephone	505-827-8061

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by email, or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

A. As referenced in Article I (A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **June 30, 2024**, the Reversion Date, unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are ***not*** expended and an expenditure has ***not*** occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

(i) Termination due to completion of the Project before the Reversion Date; or

(ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or

(iii)Termination for violation of the terms of this Agreement; or

(iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V (A).

B. Early Termination Before Reversion Date Due to Non-Appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V (B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

(i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and

(ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and

(iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI (D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI (A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

ARTICLE VIII. REPORTS

A. Database reporting

The Grantee shall report monthly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (http://cpms.dfa.state.nm.us). Additionally, the Grantee shall certify on the Request for Payment form (exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give the Grantee with a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Monthly reports shall be due on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of the final request for reimbursement for the Project.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

(i) request such additional information regarding the Project as it deems necessary; and

(ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project. Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 1. Payment requests are subject to the following procedures:

(i) The Grantee must submit a Request for Payment; and

(ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or the liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.

(iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of the acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. Deadlines

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

(i) Immediately as they are received by the Grantee but at a minimum of thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or

(ii) July 15 of each year for all unreimbursed incurred during the previous fiscal year; or

(iii) Twenty (20) days from the date of Early Termination; or

(iv) Twenty (20) days from the reversion date.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Project:

(i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).

(ii) The project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars ($60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.

(iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, "Anti-Donation Clause."

(iv) The Grantee shall not for a period of 10 years, from the date of this agreement convert any property acquired, built, renovated, required, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance written approval, which may include requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.

(v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

(i) The Grantee has the legal authority to receive and expend the Project's funds.

(ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.

(iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.

(iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.

(v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.

(vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

(vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of five (5) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges, warrants, and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the **City of Santa Fe** may immediately terminate this Agreement by giving Contractor written notice of such termination. The **City of Santa Fe's** decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the **City of Santa Fe**, the Department of Finance and Administration, Local Government Division (DFA/LGD), or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the **City of Santa Fe** or the Department."

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges, warrants, and agrees that Grantee shall include the following or a termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

"This contract is funded in whole or in part by funds made available under DFA/LGD Grant Agreement. Should DFA/LGD early terminate the grant agreement, the **City of Santa Fe** may early terminate this

contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the **City of Santa Fe's** only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

A. Throughout the term of this Agreement, Grantee shall:

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V (A) of this Agreement.

ARTICLE XVIII. SEVERANCE TAX BOND PROJECT AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this agreement is subject to the SBOF's Bond Project Disbursements

rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.]

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed Agreement as of the date of execution by the Department.

GRANTEE

_____
Entity Name

By:_____
(Type or Print Name)

Its:_____
(Type or Print Title)

_____
Signature of Official with Authority to Bind Grantee

_____
Date

DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION

Its: Division Director

_____
Signature

_____
Date

CITY OF SANTA FE

_____
ALAN WEBBER, MAYOR

DATE: _____

ATTEST:

_____
KRISTINE BUSTOS-MIHELCIC,
CITY CLERK

APPROVED AS TO FORM:

Marcos Martinez
Marcos Martinez (Feb 25, 2021 09:04 MST)

_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED:

_____
MARY McCOY, FINANCE DIRECTOR

3209980.572970

Southside Teen Center STB 20-F2744 dne

STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
Request for Payment Form
Exhibit 1

I. Grantee Information

(Make sure information is complete & accurate)

A. Grantee: _____

B. Address: _____

(Complete Mailing, including Suite, if applicable)

_____

City, State, Zip

C. Phone No: _____

D. Grant No: _____

E. Project Title: _____

F. Grant Expiration Date: _____

II. Payment Computation

A. Payment Request No. _____

B. Grant Amount: _____

C. AIPP Amount *(If Applicable)*: _____

D. Funds Requested to Date: _____

E. Amount Requested this Payment: _____

F. Reversion Amount (If *Applicable*): _____

G. Grant Balance: _____

H. ☐ GF ☐ GOB ☐ STB (*attach wire if first draw*)

I. ☐ Final Request for Payment (*if Applicable*)

III. Fiscal Year: _____

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. ☑ Reporting Certification:

I hereby certify to the best of my knowledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with Article VIII of the Capital Outlay Grant Agreement.

V. ☑ Compliance Certification:

Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

_____
Grantee Fiscal Officer
or **Fiscal Agent** (*if applicable*)

_____
Grantee Representative

_____
Printed Name

Date: _____

_____
Printed Name

Date: _____

(State Agency Use Only)

Vendor Code: _____ **Fund No.:** _____ **Loc No.:** _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

_____
Division Fiscal Officer Date

_____
Division Project Manager Date

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, _____

FROM: Grantee Entity: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: $ 0.00

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: _____

Title: _____

Signature: _____

Date: _____

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

MICHELLE LUJAN GRISHAM
GOVERNOR

DONNIE J. QUINTANA
DIRECTOR

DEBORAH K. ROMERO
ACTING CABINET SECRETARY

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION
Bataan Memorial Building ♦ 407 Galisteo St. ♦ Suite 202 ♦ Santa Fe, NM 87501
PHONE (505) 827-4950 ♦ FAX (505) 827-4948

October 22, 2020

Alan Webber
Mayor, City of Santa Fe
200 Lincoln Ave
Santa Fe, NM 87501

Re: Special Conditions for City of Santa Fe Capital Outlay Projects, per E.O. 13-006

Dear Mayor Webber:

Our many thanks to you and the other City of Santa Fe representatives for a very productive meeting on Monday, October 19th, concerning certification of the City of Santa Fe for purposes of the Executive Order 2013-006 and New Mexico Capital Outlay projects. As discussed, in accordance with E.O. 2013-006, the following uniform funding criteria must be met for a Local Government grantee to be eligible to receive a grant of a State Capital Outlay appropriation:

a. for the most recently concluded fiscal year, a grantee must have timely submitted to the federal government all forms and federal single audit documentation required under the federal Single Audit Act of 1984, as amended, and Office of Management and Budget Circular No. A-133, if the due date for the report under federal law has passed. A federal single audit report is timely submitted for purposes of this criterion if submitted by any extended due date granted by the grantee's federal cognizant agency;
b. in the case of a grantee whose most recent federal single audit raises concerns about the grantee's ability to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired with grant funds:
   1. the grantee must have remedied the inadequacies in its accounting methods and procedures to the satisfaction of the State agency making the grant;
   2. **the State agency making the grant must have determined that it can impose and has the resources to implement special grant conditions that adequately address the inadequacies in the grantee's accounting methods and procedures; or**
   3. the State agency making the grant must have determined that another appropriate entity is able and willing to act as fiscal agent for the grant.

The Department of Finance and Administration (herein referred to as "Department") agrees that certification of the City of Santa Fe in accordance with the established uniform funding criteria would be possible provided that the following Special Conditions are implemented:

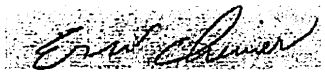
Special Conditions for All 2020 Appropriations

1. The City will participate in quarterly reconciliation meetings with the Department and provide status reports regarding the Audit Corrective Action Plan; and
2. The City's Grants Management Division or its Finance Director shall verify and approve that all documents related to encumbrance (Notice of Obligation) are eligible activities and consistent with the project(s) appropriation language per NMAC 2.61.6., prior to being submitted to the Department; and
3. The City's Grants Management Division or its Finance Director shall approve and verify that all documents related to reimbursement are encumbered (Department-approved Notice of Obligation), accurate, reported in the Department's database (http://cpms.dfa.state.nm.us) and submitted in a timely manner.
4. The City will use fund ***30300 State Legislative Appropriation Project*** and revenue line item ***47300 State Legislative Appropriations*** to budget all state capital outlay project grant awards on the Local Government Budget Management System (LGBMS) to allow for better tracking of quarterly financial activity related to these projects; and
5. The City will provide annually an audited detailed listing of all assets acquired with State Capital Outlay grant funds that identifies the Department administering such projects. In doing so, the City will provide to the Department a copy of the policies and procedures used to inventory capital and infrastructure assets; and

These Special Conditions will be included in the Inter-Governmental Agreement (IGA) for each City of Santa Fe project. The Special Conditions will remain in place for the duration of the project unless and until the Department is satisfied that the E.O. 13-006 uniform funding criteria has been met such that certain Special Conditions may be eliminated, in which case the Department will notify the City of Santa Fe in writing.

We welcome your comments and suggestions as to how to make these conditions effective. Please respond by close of business on Friday, November 6, 2020. If you should have any questions, you may call me at 505-470-7935.

Sincerely,



Eric Chenier
Chief Financial Officer
Department of Finance and Administration

Cc: Deborah K. Romero, Acting Cabinet Secretary, Department of Finance and Administration
Donnie Quintana, LGD Director, Department of Finance and Administration
Jarel Lapan Hill, City Manager, City of Santa Fe
Mary McCoy, Finance Director, City of Santa Fe

Office: (505) 827-8061
Fax: (505) 827-4948
maria.urban@state.nm.us

City of Santa Fe, New Mexico

memo

DATE: March 25, 2021

TO: Public Works and Utilities Committee

VIA: Regina Wheeler (Mar 25, 2021 11:25 MDT)
Regina Wheeler, Public Works Department Director

FROM: David A. Chapman Grant Administrator DAC

ISSUE: Request approval of State of New Mexico issued Severance Tax Bond (STB) Fund Grant Agreements for the following three projects:

20-E2735, $750,000.00 Appropriation Revision Date: 30-JUN-2024
Laws of 2020, Chapter 81, Section 35, Para. 391, Seven Hundred Fifty Thousand Dollars ($750,000.00) to purchase and equip electric vehicles and to plan, design, construct and improve charging infrastructure in Santa Fe in Santa Fe County. We expect to purchase (23) electric vehicles and a sufficient number of charging stations with this funding. The City's Fleet Management Division is working with the Sustainability Planner to purchase electric vehicles and install charging infrastructure to best meet City needs and leverage the funding. The vehicles and charging stations will be placed on City owned property.

20-E2740, $363,700.00 Appropriation Reversion Date: 30-JUN-24
Laws of 2020, Chapter 81, Section 35, Para. 396, Three Hundred Sixty Three Thousand Seven Hundred Dollars ($363,700.00) to plan, design, construct, furnish and equip renovations, including air conditioning and roof repairs, to the municipal court in Santa Fe, In Santa Fe County. After Arts in Public Places (AIPP) deduction of 1% ($3,637.00), the net grant amount is **$360,700.00.** The bulk of this appropriation will be spent on roofing and HVAC. In 2019, the State Legislature awarded the City $117,000 to install bulletproof windows in the municipal at the customer service windows in the lobby. The grant number was 19-D3204.

20-E2744, $3,910,000.00 Appropriation Reversion Date: 30-JUN-2024
Laws of 2020, Chapter 81, Section 35, Para. 400, Three Million Nine Hundred Ten Thousand Dollars ($3,910,000.00) to plan, design, construct, purchase, furnish and equip a new Southside Teen and Resource Center in Santa Fe in Santa Fe County. After an AIPP deduction of 1% ($39,100.00), the net grant amount is **$3,870,900.00.** This will go towards construction. In 2019, the State Legislature awarded the City $1,089,000 for this project. That grant number was 19-D3210.

SUMMARY The State of New Mexico issued these Severance Tax Bond Agreements to the City of Santa Fe in February 2021. The grants do not require matching funds and funds are provided on a reimbursement basis. In addition to acting as fiscal agent, city staff will act as project managers for these projects.

ACTION: Please recommend to the Finance Committee approval of these State of New Mexico Severance Tax Bond Agreements.

Enclosures: State Severance Tax Bond Agreements: 20-E2735, 20-E2740 and 20-E2744
BARS

Log # *(Finance use only)*:	
Journal # *(Finance use only)*:	

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

DEPARTMENT / DIVISION NAME					DATE
Finance Department					3/25/2021
ITEM DESCRIPTION	**ORG**	**OBJECT**	**PROJECT**	**INCREASE**	**DECREASE**
EXPENDITURES				*(enter as positive #)*	*(enter as negative #)*
Vehicles < 1.6	3459881	570950	Project Id. FA345B Grant Id: s2116	659,068	
Equipment & Machinery	3459881	570500	Project Id. FA345B Grant Id: s2116	91,932	
REVENUES				*(enter as negative #)*	*(enter as positive #)*
NM Dept. of Finance & Admin.	3459881	460210		(750,000)	
JUSTIFICATION: *(use additional page if needed)* *–Attach supporting documentation/memo*				$ -	$ -

This funding is from a State of NM Severance Tax Bond (STB) Appropriation Project Electric Vehicles 20-E2735.

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

David A. Chapman
David A. Chapman (Mar 25, 2021 10:51 MDT)
Prepared By *(print name)* — Date: Mar 25, 2021

Division Director Signature *(optional)* — Date

Regina A. Wheeler
Department Director Signature — Date: Mar 25, 2021

(Use this form for Finance Committee/ City Council agenda items ONLY)

CITY COUNCIL APPROVAL

City Council Approval Date:

Agenda Item #:

AJH
A.J. (Mar 25, 2021 16:39 MDT)
Alexis C. Lotero
Budget Officer — Date

Finance Director *(≤ $5,000)* — Date

City Manager *(≤ $60,000)* — Date

Log # *(Finance use only)*:	
Journal # *(Finance use only)*:	

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

DEPARTMENT / DIVISION NAME	DATE
Finance Department	

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*(enter as positive $)*	*(enter as negative $)*
WIP Construction	3209980	572970	Project Id: FA320C Grant Id: S2119	380,083	
REVENUES				*(enter as negative $)*	*(enter as positive $)*
NM Dept. of Finance & Admin.	3209980	480210		(380,083)	
				$ -	$ -

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

This funding is from a State of NM Severance Tax Bond (STB) Appropriation project Municipal Court Roofing & Renovations 20-E2740.

The actual grant amount was $383,700.00 but $3,637.00 was automatically deducted by the state for Arts in Public Places (AIPP).

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

David A. Chapman
David A. Chapman (Mar 25, 2021 10:53 MDT)
Prepared By *(print name)* Mar 25, 2021 — Date

Division Director Signature *(optional)* — Date

Regina Wheeler (Mar 25, 2021 16:22 MDT)
Regina A. Wheeler
Department Director Signature Mar 25, 2021 — Date

(Use this form for Finance Committee/ City Council agenda items ONLY)

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

AJH
AJH (Mar 25, 2021 16:36 MDT)
Alexis C. Lotero
Budget Officer Mar 25, 2021 — Date

Finance Director *(≤ $5,000)* — Date

City Manager *(≤ $50,000)* — Date

Log # *(Finance use only)*:	
Journal # *(Finance use only)*:	

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

DEPARTMENT / DIVISION NAME	DATE
Finance Department	

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*(enter as positive #)*	*(enter as negative #)*
WIP Construction	3209880	572970	Project Id: FA183200T Grant Id: S2120	3,870,900	
REVENUES				*(enter as negative #)*	*(enter as positive #)*
NM Dept. of Finance & Admin.	3209880	460210		(3,870,900)	
				$ -	$ -

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

This funding is from a State of NM Severance Tax Bond (STB) Appropriation project Southside Teen and Resource Center 20-E2744.
The actual grant amount was $3,910,000.00 but $39,100.00 was automatically deducted by the state for Arts in Public Places (AIPP).

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

David A. Chapman
David A. Chapman (Mar 25, 2021 10:53 MDT)
David A. Chapman
Prepared By *(print name)* Mar 25, 2021 — Date

Division Director Signature *(optional)* — Date

Regina Wheeler (Mar 25, 2021 16:22 MDT)
Regina A Wheeler
Department Director Signature — Date
Mar 25, 2021

(Use this form for Finance Committee/ City Council agenda items ONLY)

CITY COUNCIL APPROVAL

City Council Approval Date:

Agenda Item #:

Alexis C. Lotero
Budget Officer — Date
Mar 25, 2021

Finance Director *(≤ $5,000)* — Date

City Manager *(≤ $50,000)* — Date

City of Santa Fe, New Mexico

memo

DATE: March 25, 2021

TO: Public Works and Utilities Committee

VIA: Regina Wheeler (Mar 25, 2021 11:25 MDT)
Regina Wheeler, Public Works Department Director

FROM: David A. Chapman Grant Administrator DAC

ISSUE: Request approval of State of New Mexico issued Severance Tax Bond (STB) Fund Grant Agreements for the following three projects:

20-E2735, $750,000.00 Appropriation Revision Date: 30-JUN-2024
Laws of 2020, Chapter 81, Section 35, Para. 391, Seven Hundred Fifty Thousand Dollars ($750,000.00) to purchase and equip electric vehicles and to plan, design, construct and improve charging infrastructure in Santa Fe in Santa Fe County. We expect to purchase (23) electric vehicles and a sufficient number of charging stations with this funding. The City's Fleet Management Division is working with the Sustainability Planner to purchase electric vehicles and install charging infrastructure to best meet City needs and leverage the funding. The vehicles and charging stations will be placed on City owned property.

20-E2740, $363,700.00 Appropriation Reversion Date: 30-JUN-24
Laws of 2020, Chapter 81, Section 35, Para. 396, Three Hundred Sixty Three Thousand Seven Hundred Dollars ($363,700.00) to plan, design, construct, furnish and equip renovations, including air conditioning and roof repairs, to the municipal court in Santa Fe, In Santa Fe County. After Arts in Public Places (AIPP) deduction of 1% ($3,637.00), the net grant amount is **$360,700.00.** The bulk of this appropriation will be spent on roofing and HVAC. In 2019, the State Legislature awarded the City $117,000 to install bulletproof windows in the municipal at the customer service windows in the lobby. The grant number was 19-D3204.

20-E2744, $3,910,000.00 Appropriation Reversion Date: 30-JUN-2024
Laws of 2020, Chapter 81, Section 35, Para. 400, Three Million Nine Hundred Ten Thousand Dollars ($3,910,000.00) to plan, design, construct, purchase, furnish and equip a new Southside Teen and Resource Center in Santa Fe in Santa Fe County. After an AIPP deduction of 1% ($39,100.00), the net grant amount is **$3,870,900.00.** This will go towards construction. In 2019, the State Legislature awarded the City $1,089,000 for this project. That grant number was 19-D3210.

SUMMARY The State of New Mexico issued these Severance Tax Bond Agreements to the City of Santa Fe in February 2021. The grants do not require matching funds and funds are provided on a reimbursement basis. In addition to acting as fiscal agent, city staff will act as project managers for these projects.

ACTION: Please recommend to the Finance Committee approval of these State of New Mexico Severance Tax Bond Agreements.

Enclosures: State Severance Tax Bond Agreements: 20-E2735, 20-E2740 and 20-E2744
BARS

Log # *(Finance use only)*:	
Journal # *(Finance use only)*:	

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

DEPARTMENT / DIVISION NAME					DATE
Finance Department					3/25/2021
ITEM DESCRIPTION	**ORG**	**OBJECT**	**PROJECT**	**INCREASE**	**DECREASE**
EXPENDITURES				*(enter as positive #)*	*(enter as negative #)*
Vehicles < 1.6	3459881	570950	Project Id. FA345B Grant Id: s2116	659,068	
Equipment & Machinery	3459881	570500	Project Id. FA345B Grant Id: s2116	91,932	
REVENUES				*(enter as negative #)*	*(enter as positive #)*
NM Dept. of Finance & Admin.	3459881	460210		(750,000)	
JUSTIFICATION: *(use additional page if needed)* *–Attach supporting documentation/memo*				$ -	$ -

This funding is from a State of NM Severance Tax Bond (STB) Appropriation Project Electric Vehicles 20-E2735.

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

David A. Chapman
David A. Chapman (Mar 25, 2021 10:51 MDT)
Prepared By *(print name)* — Date: Mar 25, 2021

Division Director Signature *(optional)* — Date

Regina A. Wheeler
Department Director Signature — Date: Mar 25, 2021

(Use this form for Finance Committee/ City Council agenda items ONLY)

CITY COUNCIL APPROVAL

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Budget Officer — Date

Finance Director *(≤ $5,000)* — Date

City Manager *(≤ $60,000)* — Date

Log # *(Finance use only)*:	
Journal # *(Finance use only)*:	

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

DEPARTMENT / DIVISION NAME	DATE
Finance Department	

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*(enter as positive $)*	*(enter as negative $)*
WIP Construction	3209980	572970	Project Id: FA320C Grant Id: S2119	380,083	
REVENUES				*(enter as negative $)*	*(enter as positive $)*
NM Dept. of Finance & Admin.	3209980	480210		(380,083)	
				$ -	$ -

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

This funding is from a State of NM Severance Tax Bond (STB) Appropriation project Municipal Court Roofing & Renovations 20-E2740.

The actual grant amount was $383,700.00 but $3,637.00 was automatically deducted by the state for Arts in Public Places (AIPP).

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

David A. Chapman
David A. Chapman (Mar 25, 2021 10:53 MDT)
Prepared By *(print name)* Mar 25, 2021 — Date

Division Director Signature *(optional)* — Date

Regina Wheeler (Mar 25, 2021 16:22 MDT)
Regina A. Wheeler
Department Director Signature Mar 25, 2021 — Date

(Use this form for Finance Committee/ City Council agenda items ONLY)

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

AJH
AJH (Mar 25, 2021 16:36 MDT)
Alexis C. Lotero
Budget Officer Mar 25, 2021 — Date

Finance Director *(≤ $5,000)* — Date

City Manager *(≤ $50,000)* — Date

Log # *(Finance use only)*:	
Journal # *(Finance use only)*:	

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

DEPARTMENT / DIVISION NAME	DATE
Finance Department	

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*(enter as positive #)*	*(enter as negative #)*
WIP Construction	3209880	572970	Project Id: FA183200T Grant Id: S2120	3,870,900	
REVENUES				*(enter as negative #)*	*(enter as positive #)*
NM Dept. of Finance & Admin.	3209880	460210		(3,870,900)	
				$ -	$ -

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

This funding is from a State of NM Severance Tax Bond (STB) Appropriation project Southside Teen and Resource Center 20-E2744.
The actual grant amount was $3,910,000.00 but $39,100.00 was automatically deducted by the state for Arts in Public Places (AIPP).

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

David A. Chapman
David A. Chapman (Mar 25, 2021 10:53 MDT)
David A. Chapman
Prepared By *(print name)* Mar 25, 2021 — Date

Division Director Signature *(optional)* — Date

Regina Wheeler (Mar 25, 2021 16:22 MDT)
Regina A Wheeler
Department Director Signature — Date
Mar 25, 2021

(Use this form for Finance Committee/ City Council agenda items ONLY)

CITY COUNCIL APPROVAL

City Council Approval Date:

Agenda Item #:

Alexis C. Lotero
Budget Officer — Date
Mar 25, 2021

Finance Director *(≤ $5,000)* — Date

City Manager *(≤ $50,000)* — Date

City of Santa Fe New Mexico
Memorandum

Date: March 25, 2021

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

From: Alexandra Ladd, Office of Affordable Housing Director AGL

RE: Housing Working Plan

EXECUTIVE SUMMARY:

The proposed Resolution lays out a work plan to address the various components related to addressing affordable housing and additional, recurring, and sufficient funding for the Affordable Housing Trust Fund.

BACKGROUND:

Housing continues to be the paramount issue facing the City of Santa Fe. The immediate, urgent matter before the Governing Body concerns options for producing a revenue source for the Affordable Housing Trust Fund that is ample, predictable, sustainable, equitable and consistent. There are a number of recommendations and suggestions that have come from City staff, from members of the Governing Body and from community organizations and housing advocates. At the same time, because housing touches on so many other elements of a city, its residents, its neighborhoods, its quality of life and its future, it is incumbent upon the Governing Body to place housing—and the funding of the Affordable Housing Trust Fund—into a larger context.

With that in mind, the purpose of this Resolution is to propose a work plan for a structured, methodical, inclusive, transparent and orderly consideration of these elements. The components are independent and interdependent: a funding strategy, a housing strategy, a social policy, and a growth management planning process.

The matter is of the utmost importance. At the same time, it is complicated and therefore requires a work plan—a road map—to take advantage of the City Council Standing Committees as a way to parse out the work that needs to be done. The Committees offer a way for all members of the Governing Body to participate in the process of shaping legislation and policy, developing and utilizing subject matter expertise of Councilors and staff at the Committee level. At the same time, the Committees can make sure that there is ample opportunity for education on the different options for funding the Affordable Housing Trust Fund and evaluate of the pros and cons of each recommendation. The public can provide comments as necessary on any of the ideas under consideration at Governing Body meetings during Petitions from the Floor, among other venues.

In all cases there are trade-offs, strengths, and weaknesses that need to be considered, weighed, and measured. Doing the work of evaluation in the Committees will make sure that there is transparency, expertise, and input, while not overburdening any one Committee or sub-group of the Governing Body. At the culmination of the Committee work, there is to be a work session of the Governing Body. At that time, it should be possible to look at all of the pieces of the funding puzzle and see how they fit together, which are the most immediately viable, which would require more study, which do not seem worth pursuing, and which have the greatest support.

At the same time that the proposed Resolution lays out a road map for considering funding options in a thoughtful way, it also recognizes the need for informed decision-making and timely action in this critical moment. Coming out of COVID, there will be a need for a variety of forms of assistance that depend on a more fully funded Affordable Housing Trust Fund. With that in mind, the Resolution expressly calls for existing initiatives to add revenue to the Affordable Housing Trust Fund to continue to move forward through the existing process. These initiatives include a one-time, immediate allocation of $1.7 million to be used this Fiscal Year; a commensurate line-item in next year's budget; a measure to re-allocate a proportion of funds received from the sale or lease of City property to the Affordable Housing Trust Fund; a measure to dedicate a portion of Lodger's Tax to the Affordable Housing Trust Fund. In the short term, these measures will provide a strong base of support for and demonstrate the City's commitment to the Affordable Housing Trust Fund while the Governing Body deliberates options for the future.

In addition, the Resolution calls for two other components. The first is to have the Quality of Life Committee look into funding options for social policies and wrap-around services that need to accompany additional affordable housing. As an example, and as has been noted by City staff, the purchase of the Santa Fe Suites property represents the largest acquisition and perhaps largest increment of affordable housing in a single deal. This project would not succeed were it not for the supportive social services for the tenants that are part of the overall package. With that in mind, the Quality of Life Committee will explore measures to fund social services that would be a companion approach to increased funding for the Affordable Housing Trust Fund.

Finally, the Resolution nests the work to find a satisfactory funding source for the Affordable Housing Trust Fund within a larger body of work: a growth management process to be proposed by the Land Use department. This last component of the Resolution recognizes that the underlying assumption of the Affordable Housing Trust Fund—as well as the ongoing housing agenda that has been implement over the last three years and the permitting currently under way for housing units across the city—is that Santa Fe will grow its housing and its population in the coming years. In other words, there will be change. The question to be addressed by the growth management process is whether the Santa Fe will choose the course of the change that is coming, or simply surrender to whatever path the change chooses.

With more housing will come a host of other questions, concerns, opportunities, and challenges including: impacts on existing neighborhoods—positive and negative; demands on infrastructure (utilities, sewer, water, roads, parks), schools, and basic City services; impacts on the economy and social systems; the need to preserve and strengthen art and culture, history, and traditions; and

the need for greater environmental sustainability in the face of changing demographics. The time has come for the City to engage in a growth management process that will express the City's shared values, lay out choices and trade-offs, provide ample opportunity for community engagement and input, and generate a community-wide conversation about Santa Fe's future and the quality of life we want.

ACTION REQUESTED:

Adoption of the Resolution as presented.

ATTACHMENTS:

Resolution
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-__

INTRODUCED BY:

Mayor Alan Webber

Councilor Carol Romero-Wirth	Councilor Roman "Tiger" Abeyta
Councilor Michael J. Garcia	Councilor JoAnne Vigil Coppler
Councilor Signe I. Lindell	Councilor Jamie Cassutt-Sanchez

A RESOLUTION

ESTABLISHING A WORK PLAN FOR IMPROVING ACCESS TO AFFORDABLE HOUSING OPPORTUNITIES FOR RESIDENTS OF THE CITY OF SANTA FE.

WHEREAS, there is an immediate need to increase the supply of housing across the housing spectrum and an even more urgent need for affordable housing throughout the City of Santa Fe; and

WHEREAS, City of Santa Fe's ("City") staff and outside organizations have worked tirelessly to provide the means for housing development to increase and meet market demand for housing and the needs of all Santa Fe residents; and

WHEREAS, housing development in the City has increased dramatically since 2016 when the City amended its inclusionary zoning ordinance to allow certain market rate developers to pay a fee in lieu of providing on-site units; and

WHEREAS, as a result of the City's actions and the demand for housing, 5,365 units are either complete or in some stage of the process as of the end of 2020:

1. 760 units completed

2. 1,762 units under construction
3. 657 units approved and under review
4. 1,542 units approved by the Planning Commission
5. 644 units pending approval; and

WHEREAS, according to the City's most recent housing needs analysis (2018), there is an inventory gap of at least 2,600 rental homes for Santa Fe renters in the City who earn $25,000 and below; and

WHEREAS, 86% of renter households in Santa Fe County earning less than $50,000 are cost-burdened, meaning that they pay more than 30% of their monthly income toward their housing costs, a percentage that rose 13% between 2016 and 2018; and

WHEREAS, the 2019 median sales price for a home in Santa Fe County was $527,000, requiring an income of at least $120,000 to qualify for a mortgage, while the median income for a renter household is between $40,000 and $50,000; and

WHEREAS, the COVID-19 pandemic and the subsequent economic shut down amplified affordability issues as cost-burdened renters lost jobs or experienced loss of income and now owe several months' worth of rent, making them vulnerable to eviction when the federal, state, and local moratoria on evictions are lifted; and

WHEREAS, the City established the Affordable Housing Trust Fund ("AHTF") in 2007 via Ordinance No. 2007-23 as a way "to provide or pay all or a portion of the costs of acquisition, development, construction, renovation or conversion, financing, operation or owning affordable housing or infrastructure to support affordable housing which meets agreed upon community housing goals and objectives"; and

WHEREAS, the uses of the AHTF are determined by the New Mexico Affordable Housing Act (the state statute that implements an exemption to the Anti-Donation Clause of the New Mexico Constitution) and include donations of cash, infrastructure, land, or buildings to

support affordable housing and to direct financial assistance (used for rent, down payment, or home repair) to income-eligible individuals; and

WHEREAS, the AHTF receives funding from a variety of sources including land sales, payoffs of City-held liens, fees paid by developers, and fees paid in-lieu-of onsite units as required for compliance with the Santa Fe Homes Program (SFCC 1987, Section 26-1); and

WHEREAS, City staff have identified other potential sources of funds for the AHTF that require legislative actions is required; and

WHEREAS, AHTF expenditures are restricted to the construction, preservation, and rehabilitation of affordable housing units or supportive housing facilities and cannot be used for program administration or necessary support services; and

WHREAS, residents who are transitioning out of homelessness or have other high needs are unlikely to sustain their housing situations if they lack necessary support; and

WHEREAS, the City is implementing the "property management plus" housing model where the provision of units (either through new construction, rehabilitation or direct subsidy) is supported with services such as case management, medical care, job training, etc.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the three City Council Standing Committees shall take on the work of reviewing, evaluating, and assessing a broad set of proposals and recommendations for revenue sources that would achieve long-term, sustainable, predictable, equitable, and consistent funding for the Affordable Housing Trust Fund with the goal of expanding access to housing opportunities for all residents, regardless of income or type of housing needed.

BE IT FURTHER RESOLVED that the proposals and recommendations considered for analyses shall include ideas from staff, members of the Governing Body, and reports from community organizations, housing advocates, and relevant City committees.

BE IT FURTHER RESOLVED that the individual recommendations will be vetted by

the appropriate City Council Standing Committee based on the respective Committees' purview and staff's subject matter expertise.

BE IT FURTHER RESOLVED that presentations by staff regarding the various proposals at the Committees shall include analyses of the costs and benefits of the various proposals and recommendations and that a compilation of these analyses shall be provided to the Governing Body in a study session to develop a comprehensive understanding of the options available for short-, medium-, and long-term solutions to fund the Affordable Housing Trust Fund on a going-forward basis.

BE IT FURTHER RESOLVED that immediate opportunities for funding the Affordable Housing Trust fund are not precluded by the analyses required by this Resolution and shall be included in determining the mix of funding sources to provide consistent, reliable, and sustainable funding for the Affordable Housing Trust Fund.

BE IT FURTHER RESOLVED that the Quality of Life Committee shall explore benefits of and options for developing regular and consistent funding for wrap-around services for at-risk residents as a social service component of an ongoing affordable housing program.

BE IT FURTHER RESOLVED that the City Manager work with staff to develop a blueprint for a growth management planning process as a larger overall framework for the City's future development, considering the housing recommendations adopted as a result of this Resolution, and adding other essential components of livability, equity and sustainability including infrastructure investment, utilities, social, environmental, economic, and other quality of life factors.

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/Housing Plan

FIR No. 3318

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): Housing Funding Plan

Sponsor(s): Mayor Webber, Councilors Romero-Wirth, Abeyta, Garcia, Vigil Coppler, and Lindell

Reviewing Department(s): Office of Affordable Housing

Staff Completing FIR: Alexandra Ladd Date: 3/22/21 Phone: 955-6346

Reviewed by City Attorney: _____ Date: Mar 25, 2021

Reviewed by Finance Director: _____ Date: Mar 25, 2021

Summary:
The proposed Resolution lays out a work plan for the expansion and ongoing viability of funding sources for the Affordable Housing Trust Fund (AHTF), identifying coordinated sources for necessary social services to accompany at-risk residents, and developing a framework for future growth planning.

Departments Affected:
The Community Development Department (Office of Affordable Housing and Land Use), the Finance Department, and Constituent Services.

Consequences of Not Enacting Legislation:
If the proposed legislation is not enacted, the City will miss an opportunity to respond to one of Santa Fe's most critical issues – that many of residents, especially those with low incomes can't afford to pay for housing in our community.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
The proposed resolution is consistent with recent efforts to diversify funding sources for the AHTF, as well as work being led by community advocacy groups and housing services providers to ensure the viability of housing funds particularly in terms of increasing equitable access to opportunity.

Performance and Administrative Implications:
The enactment of this resolution will require staff expertise across at least three departments – Office of Affordable Housing, Land Use and the Finance Department. Additionally, staff from Constituent Services will need to provide assistance with scheduling the work with public input, messaging, and meetings.

Fiscal Implications:
The fiscal implications at this planning stage is limited to staff time. Until specific funding sources are identified, there is no additional funding impact.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 20-21	FYE __	FYE __	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$ 25,000	$	$	N	NR	Gen Fund	
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$ 25,000	$	$				$ 25,000

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

Expenditure Narrative:

The staff expenses incurred to ensure that the directives of this Resolution are met assume that each affected Department will contribute 1/3 of a FTE for 3 months. The estimate assumes an average salary of $30/hour plus benefits X 4 staff spending 30% of their time fulfilling the directive, April – June.

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:

At this point in the process, the directives of the Resolution will not result in any revenue.

Signature:

Email: agladd@santafenm.gov

City of Santa Fe, New Mexico

memo

DATE: March 25, 2021

TO: Public Works and Utilities Committee

VIA: Regina Wheeler (Mar 25, 2021 11:25 MDT)
Regina Wheeler, Public Works Department Director

FROM: David A. Chapman Grant Administrator DAC

ISSUE: Request approval of State of New Mexico issued Severance Tax Bond (STB) Fund Grant Agreements for the following three projects:

20-E2735, $750,000.00 Appropriation Revision Date: 30-JUN-2024
Laws of 2020, Chapter 81, Section 35, Para. 391, Seven Hundred Fifty Thousand Dollars ($750,000.00) to purchase and equip electric vehicles and to plan, design, construct and improve charging infrastructure in Santa Fe in Santa Fe County. We expect to purchase (23) electric vehicles and a sufficient number of charging stations with this funding. The City's Fleet Management Division is working with the Sustainability Planner to purchase electric vehicles and install charging infrastructure to best meet City needs and leverage the funding. The vehicles and charging stations will be placed on City owned property.

20-E2740, $363,700.00 Appropriation Reversion Date: 30-JUN-24
Laws of 2020, Chapter 81, Section 35, Para. 396, Three Hundred Sixty Three Thousand Seven Hundred Dollars ($363,700.00) to plan, design, construct, furnish and equip renovations, including air conditioning and roof repairs, to the municipal court in Santa Fe, In Santa Fe County. After Arts in Public Places (AIPP) deduction of 1% ($3,637.00), the net grant amount is **$360,700.00.** The bulk of this appropriation will be spent on roofing and HVAC. In 2019, the State Legislature awarded the City $117,000 to install bulletproof windows in the municipal at the customer service windows in the lobby. The grant number was 19-D3204.

20-E2744, $3,910,000.00 Appropriation Reversion Date: 30-JUN-2024
Laws of 2020, Chapter 81, Section 35, Para. 400, Three Million Nine Hundred Ten Thousand Dollars ($3,910,000.00) to plan, design, construct, purchase, furnish and equip a new Southside Teen and Resource Center in Santa Fe in Santa Fe County. After an AIPP deduction of 1% ($39,100.00), the net grant amount is **$3,870,900.00.** This will go towards construction. In 2019, the State Legislature awarded the City $1,089,000 for this project. That grant number was 19-D3210.

SUMMARY The State of New Mexico issued these Severance Tax Bond Agreements to the City of Santa Fe in February 2021. The grants do not require matching funds and funds are provided on a reimbursement basis. In addition to acting as fiscal agent, city staff will act as project managers for these projects.

ACTION: Please recommend to the Finance Committee approval of these State of New Mexico Severance Tax Bond Agreements.

Enclosures: State Severance Tax Bond Agreements: 20-E2735, 20-E2740 and 20-E2744
BARS

Log # *(Finance use only)*:	
Journal # *(Finance use only)*:	

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

DEPARTMENT / DIVISION NAME					DATE
Finance Department					3/25/2021
ITEM DESCRIPTION	**ORG**	**OBJECT**	**PROJECT**	**INCREASE**	**DECREASE**
EXPENDITURES				*(enter as positive #)*	*(enter as negative #)*
Vehicles < 1.6	3459881	570950	Project Id. FA345B Grant Id: s2116	659,068	
Equipment & Machinery	3459881	570500	Project Id. FA345B Grant Id: s2116	91,932	
REVENUES				*(enter as negative #)*	*(enter as positive #)*
NM Dept. of Finance & Admin.	3459881	460210		(750,000)	
JUSTIFICATION: *(use additional page if needed)* *–Attach supporting documentation/memo*				$ -	$ -

This funding is from a State of NM Severance Tax Bond (STB) Appropriation Project Electric Vehicles 20-E2735.

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

David A. Chapman
David A. Chapman (Mar 25, 2021 10:51 MDT)
Prepared By *(print name)* — Date: Mar 25, 2021

Division Director Signature *(optional)* — Date

Regina A. Wheeler
Department Director Signature — Date: Mar 25, 2021

(Use this form for Finance Committee/ City Council agenda items ONLY)

CITY COUNCIL APPROVAL

City Council Approval Date:

Agenda Item #:

AJH
A.J. (Mar 25, 2021 16:39 MDT)
Alexis C. Lotero
Budget Officer — Date

Finance Director *(≤ $5,000)* — Date

City Manager *(≤ $60,000)* — Date

Log # *(Finance use only)*:	
Journal # *(Finance use only)*:	

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

DEPARTMENT / DIVISION NAME	DATE
Finance Department	

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*(enter as positive $)*	*(enter as negative $)*
WIP Construction	3209980	572970	Project Id: FA320C Grant Id: S2119	380,083	
REVENUES				*(enter as negative $)*	*(enter as positive $)*
NM Dept. of Finance & Admin.	3209980	480210		(380,083)	
				$ -	$ -

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

This funding is from a State of NM Severance Tax Bond (STB) Appropriation project Municipal Court Roofing & Renovations 20-E2740.

The actual grant amount was $383,700.00 but $3,637.00 was automatically deducted by the state for Arts in Public Places (AIPP).

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

David A. Chapman
David A. Chapman (Mar 25, 2021 10:53 MDT)
Prepared By *(print name)* Mar 25, 2021 — Date

Division Director Signature *(optional)* — Date

Regina Wheeler (Mar 25, 2021 16:22 MDT)
Regina A. Wheeler
Department Director Signature Mar 25, 2021 — Date

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CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

AJH
AJH (Mar 25, 2021 16:36 MDT)
Alexis C. Lotero
Budget Officer Mar 25, 2021 — Date

Finance Director *(≤ $5,000)* — Date

City Manager *(≤ $50,000)* — Date

Log # *(Finance use only)*:	
Journal # *(Finance use only)*:	

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

DEPARTMENT / DIVISION NAME	DATE
Finance Department	

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*(enter as positive #)*	*(enter as negative #)*
WIP Construction	3209880	572970	Project Id: FA183200T Grant Id: S2120	3,870,900	
REVENUES				*(enter as negative #)*	*(enter as positive #)*
NM Dept. of Finance & Admin.	3209880	460210		(3,870,900)	
				$ -	$ -

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

This funding is from a State of NM Severance Tax Bond (STB) Appropriation project Southside Teen and Resource Center 20-E2744.
The actual grant amount was $3,910,000.00 but $39,100.00 was automatically deducted by the state for Arts in Public Places (AIPP).

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

David A. Chapman
David A. Chapman (Mar 25, 2021 10:53 MDT)
David A. Chapman
Prepared By *(print name)* Mar 25, 2021 — Date

Division Director Signature *(optional)* — Date

Regina Wheeler (Mar 25, 2021 16:22 MDT)
Regina A Wheeler
Department Director Signature — Date
Mar 25, 2021

(Use this form for Finance Committee/ City Council agenda items ONLY)

CITY COUNCIL APPROVAL

City Council Approval Date:

Agenda Item #:

Alexis C. Lotero
Budget Officer — Date
Mar 25, 2021

Finance Director *(≤ $5,000)* — Date

City Manager *(≤ $50,000)* — Date

City of Santa Fe New Mexico
Memorandum

Date: March 24, 2021

To: Quality of Life Committee, Finance Committee, and Governing Body

Via: Rich Brown, Director, Community Development Department

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

RE: Dedication of Funds into the Affordable Housing Trust Fund

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ACTION REQUESTED:
Please consider for discussion and approval the attached Bill that dedicates a portion of revenue from the sales and lease of City-owned land into the Affordable Housing Trust Fund (AHTF). This amount is estimated to be approximately $150,000 on an annual basis.

BACKGROUND AND SUMMARY:
The lack of affordably-priced housing in Santa Fe has been an issue for decades. When the New Mexico Affordable Housing Act was enacted, which implemented an exemption to the state's Anti-Donation Clause for affordable housing, the City acted swiftly to set up an affordable housing trust fund, codified in SFCC 26-3. This section of code allows public resources to be used for the preservation, operation, rehabilitation, and construction of affordable housing units and emergency shelter facilities. Financial assistance can also be provided to income-qualified individuals in the form of rental, mortgage, and down payment assistance.

ITEM AND ISSUE:
The current sources of revenue for the trust fund are limited. Historically, development fees, the pay-off of City-held affordability and fee waiver liens, and land sales in Tierra Contenta have provided the bulk of revenue for the fund. Because these sources are dependent on activity in the real estate and development market, they are uneven and unpredictable, hampering the City's ability to commit longstanding support to affordable housing. To remedy this, several proposals are currently being considered to make more consistent the revenue sources for the trust fund.

The attached bill proposes to divert 50% of the land sales and lease revenue that is not currently restricted for other uses into the trust fund. As per the attached FIR, this amount of increased revenue is estimated to be about $150,000 based on prior year trends. Making this dedication will create some certainty for revenue into the AHTF but it will also result in a corresponding reduction of revenue into the Economic Development fund.

ATTACHMENTS:
Bill
Fiscal Impact Report (FIR)

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2021-__

INTRODUCED BY:

Councilor Signe I. Lindell

Councilor Roman "Tiger" Abeyta

Councilor Carol Romero-Wirth

Mayor Alan Webber

Councilor Jamie Cassutt-Sanchez

AN ORDINANCE

AMENDING SECTION 11-14.5 SFCC 1987 TO DEDICATE HALF THE SALES FROM ANY SALE OR LEASE OF CITY-OWNED LAND AND BUILDINGS TO THE AFFORDABLE HOUSING TRUST FUND; AND AMENDING SECTION 26-3.6 TO ADD THE DEDICATION TO THE AFFORDABLE HOUSING TRUST FUND.

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

Section 1. Section 11-14.5 of SFCC 1987 (being Ord. No. 2000-16, § 5, as amended) is amended to read:

11-14.5 Dedication.

A. An amount of the general fund equal to a minimum of one-quarter of one percent (0.25%) of the city's share of the state gross receipts tax shall be allocated annually to the economic development fund beginning in the fiscal year 2000/01 budget. This allocation shall be increased by one-quarter of one percent (0.25%) each subsequent year until an allocation of one percent (1%) is attained in FY 2003/04. Thereafter, the allocation shall be maintained at one percent (1%) unless increased by other annual allocations the governing body approves contingent upon sufficient

underscored material = new [~~bracketed material~~] = delete

appropriations and authorization by the governing body.

B. [~~All~~] Half the net proceeds from any sale or lease of city-owned land and buildings on or after January 1, 2021 shall be deposited into the economic development fund and half shall be deposited in the Affordable Housing Trust Fund, as set forth in Section 26-3 SFCC 1987, subject to the following provisions:

(1) *Railyard* property. Proceeds from the sale or lease of property on the railyard property are exempted from the provisions of this section and shall not be deposited in the economic development fund.

(2) *Santa Fe Estates*. Proceeds from the sale or the lease of the Santa Fe Estates are exempted from the provisions of this section and are subject to appropriation by the governing body.

(3) *Tierra Contenta*. Only the share of revenues from the sale of property in Tierra Contenta which had been designated to reimburse CIP funds used for the original purchase of Tierra Contenta shall be deposited in to the economic development fund (less funds already allocated for a new southside library in the amount of five hundred thousand dollars ($500,000.00). These funds shall be reserved for capital projects and their related expenses for projects authorized in subsection 11-14.5A SFCC 1987.

(4) *Existing agreements.* Agreements, ordinances and resolutions in force at the time of adoption of this section which stipulate other uses for the proceeds of specific transactions will exempt those transactions from the provisions of this section.

(5) *Enterprise funds.* Proceeds from the sale or lease of property belonging to or associated with enterprise funds are exempt from the provisions of this section.

(6) *Airport Industrial Park.* Net proceeds from the sale or ease of property in the Airport Industrial Park or other airport property, after all costs to build out all phases of the park have been recovered, shall go to the support of the Santa Fe regional

airport.

(7) *Other*. Agreements for the sale or lease of city property which may be subject to other restrictions as to revenue designations or uses are not subject to the provisions of this section. Any such agreement must cite this subsection of this section in the agreement in order to qualify for this exemption.

Section 2. Section 26-3.6 of SFCC 1987 (being Ord. No. 2007-23, § 9, as amended) is amended to read:

26-3.6 Dedication.

The following shall be dedicated to the affordable housing trust fund.

A. Tierra Contenta:

(1) All payments received from the sale of property in Tierra Contenta that has been reserved for affordable housing as of the date of the passage of this ordinance;

(2) Thirty-five percent (35%) of all payments received from the sale of property in Tierra Contenta received after the date of the passage of this section; and

(3) All interest earned from the above.

B. All proceeds of loans that have been recorded against various affordable housing units through the capital improvements program funds—infrastructure loan funds.

C. Principal and interest payments made by the borrowers to the city for outstanding AHTF loans.

D. Proceeds from shared equity loans which are realized when a housing opportunity program home or Santa Fe homes program unit is sold on the open market.

E. All in-lieu-of contributions or fractional payments received from developers as an option to meet the Santa Fe Homes requirements.

F. All in-lieu-of contributions received from developers of qualifying residential projects within the Midtown LINC overlay district, as defined in Section 14-5.5(D) SFCC 1987,

[~~shall be applied~~] but only applied within the following locations:

(1) The Midtown LINC overlay district;

(2) Qualified [~~C~~]census tracts (as defined by the United States [~~D~~]department of [~~H~~]housing and [~~U~~]urban [~~D~~]development) adjacent to the boundaries of the Midtown LINC overlay district; or

(3) Existing residential developments adjacent to the boundaries of the Midtown LINC overlay district.

G. Proceeds from the occupancy tax that are collected based on the thirty-first (31st) and subsequent days a vendee rents lodgings in taxable premises shall be dedicated to the affordable housing trust fund pursuant to Subsection 18-11.17(A)(6) SFCC 1987.

[~~G~~] H. Other funds that may be identified from time to time [~~which~~] that are suitable and appropriate for allocation to the AHTF. These may include on-going, dedicated funding sources as well as one-time funding that is specifically approved by the governing body.

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

FIR No. 3314

FISCAL IMPACT REPORT

General Information:

(Check) Bill: X **Resolution:** _____

Short Title(s): Affordable Housing Dedication

Sponsor(s): Councilor Lindell, Mayor Webber, and Councilors Abeyta, Romero-Wirth, and Cassutt-Sanchez

Reviewing Department(s): Community Development

Staff Completing FIR: Alexandra Ladd Date: February 9, 2021 Phone: 505-955-6346

Reviewed by City Attorney: _____ Date: Mar 24, 2021

Reviewed by Finance Director: _____ Date: Mar 25, 2021

Summary:

The Bill under consideration proposes to amend the Economic Development (ED) Fund ordinance (Section 11-14 SFCC 1987) originally adopted in 2000 by Ordinance No. 2000-16 and amended in 2018 by Ordinance No. 2018-4. The current ordinance dedicates 100% of the net proceeds of City-owned land sales and City-leased land to the ED Fund to be used for economic development projects, after certain uses are exempted. This proposal would direct fifty percent (50%) of the net proceeds of City-owned land and City-leased land to the Affordable Housing Trust Fund (AHTF), with fifty percent (50%) remaining in the ED Fund. Currently, proceeds generated from the following City-owned land are restricted or exempted from deposit into the ED fund: Railyard Property, Santa Fe Estates, Tierra Contenta, any existing agreements from 2000 and earlier, other Enterprise Funds, and the Airport Industrial Park.

Departments Affected:

The Community Development Department, which includes the Office of Affordable Housing and the Office of Economic Development, and the Finance Department.

Consequences of Not Enacting Legislation:

The consequences of not enacting this Bill will be that the City does not to diversify sources of revenue for the Affordable Housing Trust Fund (AHTF). However, the benefits of increasing revenue to the AHT should be weighed against reducing revenue to the Office of Economic Development's budget.

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

Adoption of this Bill also requires an amendment of the section of City Code that dedicates sources of revenue to the Affordable Housing Trust Fund (Section 26-3, SFCC 1987). This amendment is included in the Bill.

Performance and Administrative Implications:

Analysis of recent revenue into the ED funds shows that diverting 50% of the revenue into the AHTF will reduce the OED budget by approximately $150,000, or 15% annually. The impact of this reduction would require funding reductions for professional service contracts and impact programs (such as SCORE, SFBI, YouthWorks. etc.). Conversely, the AHTF would receive an increase of revenue by the same amount (approx. $150,000), which would marginally increase the amount of funding available for eligible uses of the trust fund – underwriting affordable housing projects or direct financial assistance (rental/down payment

assistance or home repair loans/grants) to income-qualified individuals. This loss/gain assumption is based on revenues from land/facility leases alone, given that land sales have not benefited the fund in the last four years. If non-exempt land sales occur, then both programs will receive additional funds to draw upon for the expansion of programs and projects.

Fiscal Implications:

If the Bill is adopted, the net proceeds from recurring land and lease revenues for the ED Fund and the AHTF would be approximately $148,941 per year. This amounts to a 15% reduction in revenue for the ED Fund and an increase of $148.941 (or approx. 20 – 40%) for the AHTF. This loss/gain assumption is based on an analysis of the last four years of revenue into the ED Fund (less the NMEDD LEDA funds): $1,015,832.12 (FY 2017-2018), $1,112,463.59 (FY 2018-2019), $752,171.21 (FY 2019-2020) and $1,027,730 (FY 2020-2021). The average annual revenues (the majority of which comes from a percentage of the GRT) over four years is **$977,049.23**. Of this amount, the proceeds in the ED Fund and OED budget for City-owned facility and land rentals is $314,535.97 (FY 2017-2108), 401,649.46 (FY 2018-2019), 254.841.16 (FY 2019-2020) and 220,500 (FY 2020-2021). The average for City-owned lease and facility rentals is **$297,881.65** and comprises approximately one third of the ED Fund.

Since 2007, the revenue from land sales into the ED Fund has only been $253,000 (with the majority of revenues from land sales going to other dedicated uses as per the ED Ordinance). The only upcoming possibilities of public offerings for sale of city-owned land are the former Boys and Girls Club located at 730 Alto Street and a parcel of 375 acres in the Northwest Quadrant. Currently, the Alto Street property is appraised at $400,000 and the Northwest Quadrant is appraised at $3.2 million. These land sales would generate $1.8m for each fund which could fund the ED Fund for 1.84 years (at an average annual budget of $977,049) or for 11 years to make up the $148,941 annual loss in recurring land and lease revenues. The same increase into the AHTF represents about three and a half years' worth of funding (approx. $500,000/annually).

As this analysis demonstrates, City-owned land sales that are not exempted as funding source for the ED Fund are infrequent at best and are not a stable source of recurring funding. The land sales are better suited for one-time capital expenses such as investments for LEDA projects or other special priority projects. In fact, language in the ED Ordinance allows for one-time revenues to be directed at specific projects at the time of closing (11-14.5: *Other. Agreements for the sale or lease of city property, which may be subject to other restrictions as to revenue designations or uses are not subject to the provisions of this section. Any such agreement must cite this subsection of this section in the agreement in order to qualify for this exemption*.). This may be a more applicable approach to funding the AHTF through the dedication of revenues from specific transactions rather than relying on land sales that may or may not happen.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2022	FYE 2023	FYE 2024-2030	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	10-Year Total Cost
Personnel and Benefits*							
ED Fund	($148,941)	($148,941)	($148,941)	N	R	ED	($ 1,489,410)
AHTF	$148,941	$148,941	$ 148,941	N	R	AHTF	$ 1,489,410
Total:	$0	$0	$0				$0

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

Expenditure Narrative:
Diverting 50% of the revenues from general land sales and City-held leases will impact the ED fund by reducing it by 15%, or approximately $150,000. The AHTF will be increased by a corresponding amount. This amount will be much larger in the event of an unrestricted future land sale that has yet to be identified. The impact of this ordinance results in a net $0 fiscal impact.

Revenues

Revenue Type	FYE 2022	FYE 2023	FYE 2024-2030	Recurring (R) or Non-recurring (NR)	10-Year Total Cost
General Fund	$	$	$		
ED Fund	($148,941)	($148,941)	($148,941)	R	($ 1,489,410)
AHTF	$148,941	$148,941	$ 148,941	R	$ 1,489,410
Total	$0	$0	$0		$0

Revenue Narrative:

The revenue is based on an average of 50% of the proceeds from city facility and land revenues from FY 2017-2018 thru FY 2020-2021. This increase to the AHTF is possible by a corresponding decrease in the ED fund, as shown above. This amount will be much larger in the event of an unrestricted future land sale that has yet to be identified. The impact of this ordinance results in a net $0 fiscal impact.

Signature: Richard Brown
Email: rdbrown@santafenm.gov

Signature:
Email: agladd@santafenm.gov

City of Santa Fe New Mexico
Memorandum

Date: March 26, 2021

To: Community Development Commission, Quality of Life Committee, Finance Committee, and Governing Body

From: Randy Randall, TOURISM Santa Fe Director RR
Brad Fluetsch, Planning and Investment Officer BF

RE: Dedication of Certain Lodgers' Tax Revenues to the Affordable Housing Trust Fund

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EXECUTIVE SUMMARY:

The proposed Bill amends Section 18-11.8 to strike a provision that exempted properties with less than three rooms for rent from charging and submitting lodgers' tax. The proposed Bill also amends Section 18-11.17 SFCC 1987 to collect lodgers' tax revenue on the thirty-first and subsequent days for non-residential rentals and dedicate the revenue to the Affordable Housing Trust Fund.

BACKGROUND:

In the past two state legislative cycles, there have been two significant changes to the enabling legislation for lodgers' tax.

The first change was to eliminate the exemption for a rental with less than three rooms. This exemption was designed in the 1970s to exempt tiny Bed and Breakfast operations. With the advent of Short Term Rentals, the exemption provided a loop hole that too many short-term rental owners could claim, providing an unfair pricing advantage to the lodging establishments that do have to charge lodgers' tax.

The second change is to allow lodgers' tax to be charged on all rentals that are not for permanent or primary residential use, regardless of length of stay. Without that change, rentals of more than 30 days in length are exempt from lodgers' tax. The tax on the period of time over 30 days does not have the use restrictions on other lodgers' tax collected and can be used in any way the municipality wishes, provided it is specified in the local lodgers' tax ordinance.

The changes recommended to the lodgers' tax ordinance, in addition to some language cleanup, will bring Santa Fe's ordinance into uniformity with the revised state enabling legislation by eliminating the small rental exemption. The changes also provide for the City to collect lodgers' tax on all rentals that are not for primary residential use, by specifying the Affordable Housing Trust Fund as the recipient for lodgers' taxes collected from the 31st day of occupancy on.

ACTION REQUESTED:

Adopt the Bill as presented.

ATTACHMENTS:

Bill
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2021-__

INTRODUCED BY:

Mayor Alan Webber

AN ORDINANCE

AMENDING SECTION 18-11.3 SFCC 1987 TO DEFINE "TAXABLE PREMISES" CONSISTENTLY WITH STATE STATUTE AND TO ADD A DEFINITION FOR "PERMANENT RESIDENT"; AMENDING SECTION 18-11.8 TO MAKE IT CONSISTENT WITH STATE STATUTE; AMENDING SECTION 18-11.17 TO DIFFERENTIATE BETWEEN THE OCCUPANCY TAX AND THE CONVENTION CENTER FEE, AND TO DEDICATE THE OCCUPANCY TAX COLLECTED ON THE THIRTY-FIRST DAY AND SUBSEQUENT DAYS TO THE AFFORDABLE HOUSING TRUST FUND; AMENDING SECTION 26-3.6 TO ADD THE DEDICATION TO THE EXISTING LIST OF DEDICATIONS TO THE AFFORDABLE HOUSING TRUST FUND; AND MAKING SUCH OTHER CHANGES AS ARE NECESSARY.

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

Section 1. Section 18-11.3 of SFCC 1987 (being Ord. No. 1992-27, § 4, as amended) is amended to read:

18-11.3 - Definitions.

underscored material = new [~~bracketed material~~] = delete

[~~As used in this section.~~]

[~~Accounts receivable unit~~ means the office, within the city of Santa Fe finance department, that is responsible for issuing business registrations.~~]

Board means the lodgers' occupancy tax advisory board established herein to make recommendations for advertising, publicizing, and promoting tourist-related attractions, facilities, and events to the governing body[~~,~~]; keep minutes of its proceedings; and submit its recommendations, correspondence, and other pertinent documents to the governing body.

Business licensing and registration office means the office within the city of Santa Fe that is responsible for issuing business registrations.

City means the city of Santa Fe.

City cashier's office means the office, within the city of Santa Fe finance department, where all monies owed the city are collected and deposited. All lodgers' tax remittance will be collected and deposited in the cashier's office.

City clerk means the city clerk of Santa Fe, New Mexico.

City treasurer means the finance department director.

Convention center fee means the two percent (2%) increment imposed by the city under the Civic and Convention Center Funding Act, Sections 5-14-1 to 5-14-15 NMSA 1978.

Gross taxable rent means the total amount of rent paid for lodging, not including the state gross receipts tax or local sales taxes.

Increment means a specified unit of the total percent of occupancy tax or convention center fee imposed where the unit is derived by dividing the percent tax imposed into separate parts of one percent (1%) or portions of one percent (1%).

Lodgers' tax [~~shall be used to collectively refer to~~] means the occupancy tax and convention center fee, collectively.

Lodging means the transaction of furnishing rooms or other accommodations by a vendor

to a vendee who for a rent uses, possesses, or has the right to use or possess any room or rooms or other units of accommodations in or at a taxable premises.

Lodgings means the rooms or other accommodations furnished by a vendor to a vendee by a taxable service of lodgings.

Occupancy tax means tax on lodging authorized by the Lodgers' Tax Act, Sections 3-38-13 to 3-38-24 NMSA 1978.

Permanent Resident means a person who resides, lies, and pays taxes in a particular location that the person identifies as the person's "primary residence" for tax purposes.

Person means a corporation, firm, other body corporate, partnership, association or individual, includes a property management company, includes an executor, administrator, trustee, receiver or other representative appointed according to law and acting in a representative capacity, but does not include the United States of America, the state of New Mexico, any corporation, department, instrumentality or agency of the federal government or the state government, or any political subdivision of the state.

Rent means the consideration received by a vendor in money, credits, property or other consideration valued in money for lodgings subject to a lodgers' tax authorized in the Lodgers' Tax Act and/or the Civic and Convention Center Funding Act.

Taxable premises means a hotel, [~~apartment, apartment hotel, apartment house, condominium, town home, casita, time-share and fractional-share lodge, lodging house, rooming house, motor hotel, bed and breakfast, guest house, guest ranch, ranch resort, guest resort, mobile home, motor court, auto court, auto camp, trailer court, trailer camp, trailer park, tourist camp, cabin, short-term rental unit~~] motel, or other premises for lodging that is not the vendee's household or primary residence.

Tourist means a person who travels for the purpose of business, pleasure or culture to the city of Santa Fe.

Tourist-related events means events that are planned for, promoted to and attended by tourists.

Tourist-related facilities and attractions means facilities and attractions that are intended to be used by or visited by tourists.

Tourist-related transportation systems means transportation systems that provide transportation for tourists to and from tourist-related facilities, attractions and events.

Vendee means a natural person to whom lodgings are furnished in the exercise of the taxable service of lodging.

Vendor means a person furnishing lodgings in the exercise of the taxable service of lodging.

Section 2. Section 18-11.6 of SFCC 1987 (being Ord. No. 1992-27, § 6, as amended) is amended to read:

18-11.6 - Registration.

A. No vendor shall engage in the business of providing lodging in the city of Santa Fe who has first not obtained a business registration as provided in this subsection[~~;~~].

B. Applicants for a vendor's business registration shall submit an application to the [~~accounts receivable unit~~] business licensing and registration office stating the following information:

(1) The name of the vendor, including identification of any person, as defined in this section, who owns or operates or both owns and operates a place of lodging and the name or trade names under which the vendor proposes to do business and the post office address thereof;

(2) A description of the facilities, including the physical address(es), the number of rooms, and the usual schedule of rates;

(3) A description of other facilities provided by the vendor or others to users

of the lodgings, such as restaurant, bar, cleaning, laundry, courtesy car, stenographer, tailor or others, and a statement identifying the license/registration issued, to whom issued, the authority issuing, and the period for which issued. If applicable, the description shall also include the identification number provided by the taxation and revenue department of the state of New Mexico;

(4) The nature of the business practices of the vendor and to what extent, if any, [~~his~~] the business is exempt from the lodgers' tax;

(5) State of New Mexico gross receipts tax number (C.R.S. ID #); and

(6) Other information reasonably necessary to effect a determination of eligibility for such license[~~;~~].

C. The [~~accounts receivable unit~~] business licensing and registration office shall review applications for registration within ten (10) days of receipt thereof, and grant the registration in due course if the applicant is doing business subject to the lodgers' tax[~~;~~].

D. An applicant who is dissatisfied with the decision of the [~~accounts receivable unit~~] business licensing and registration office may appeal the decision to the city manager by written notice to the city clerk of such appeal to be made within fifteen (15) days of the date of the decision of the [~~accounts receivable unit~~] business licensing and registration office on the application. The matter shall be referred to the city manager for hearing in the usual course of business. The decision of the city manager shall be expressed in writing and be communicated in the same manner as the decision of the [~~accounts receivable unit~~] business licensing and registration office is transmitted. The action of the city manager shall be deemed final[~~;~~].

E. If the city manager finds for the applicant, the [~~accounts receivable unit~~] business licensing and registration office shall issue the registration or other notice conforming to the decision made by the city manager.

Section 3. Section 18-11.8 of SFCC 1987 (being Ord. No. 1992-27, § 7, as

amended) is amended to read:

18-11.8 Exemptions.

Neither [~~T~~]the occupancy tax nor the convention center fee shall [~~not~~] apply to any portion of the gross taxable rent under the following circumstances:

A. If a vendee:

(1) Has been a permanent resident of the taxable premises for a period of at least thirty (30) consecutive days [~~as evidenced by a lease or other long-term lodging documentation~~]; or

(2) Enters into or has entered into a written agreement for lodgings at the taxable premises for a period of at least thirty (30) consecutive days;

B. If the rent paid by the vendee is less than two dollars ($2.00) a day;

C. To lodging accommodations at institutions of the federal government, the state, or any political subdivision thereof;

D. To lodging accommodations at religious, charitable, educational, or philanthropic institutions, including [~~without limitation such~~] accommodations at summer camps operated by such institutions;

E. To clinics, hospitals, or other medical facilities; or

F. To privately-owned and operated convalescent homes, or homes for the aged, infirm, indigent, or chronically ill[~~;~~].

[~~G. If the vendor does not offer at least three (3) rooms within or attached to a taxable premises for lodging, or at least three (3) other premises providing lodging facilities regardless of the number of rooms available at each taxable premises or a combination of these within the city.~~]

Section 4. Section 18-11.17 of SFCC 1987 (being Ord. No. 1992-27, § 16, as amended) is amended to read:

18-11.17 Use of lodger[']s' tax monies.

A. The proceeds of the occupancy tax [~~and convention center fee~~] shall be used to defray costs as follows:

[~~A.~~]1. Not less than one-half (½) of the proceeds derived from the first three percent (3%) increments and not less than one-fourth (¼) of the proceeds of the tax in excess of three percent (3%) increments shall be used for the purpose of advertising, publicizing and promoting tourist-related attractions, facilities and events;

[~~B.~~]2. Proceeds of the fourth one percent (1%) increment of the tax not otherwise allocated by subsection 18-11.17A SFCC 1987 shall be used by the city for advertising, publicizing, promoting of tourist-related attractions, facilities and events, specifically as they relate to nonprofit art activities, and nonprofit performing arts in Santa Fe less administration costs. The funds shall be administered by the arts commission as created in Section 6-1 SFCC 1987, or its successor.

[~~C.~~]3. After July 1, 1996, funds collected for use under paragraph A, herein, and at least one-fourth (¼) of funds collected for use under paragraph B, herein, must be spent within two (2) years of the close of the fiscal year collected.

[~~D.~~]4. The proceeds in excess of the amount required by paragraph A, herein, or allocated by the city, pursuant to paragraph B, herein, to be used for advertising, publicizing and promoting tourist-related attractions, facilities and events may be used for:

[~~(1)~~]a. Collecting and administering the tax;

[~~(2)~~]b. Audits;

[~~(3)~~]c. Establishing, operating, purchasing, constructing, otherwise acquiring, reconstructing, extending, improving, equipping, furnishing or acquiring real property or any interest in real property for the site or grounds for tourist-related facilities or attractions or transportation systems of the

municipality or the county in which the municipality is located;

[~~(4)~~]d. Advertising, publicizing and promoting tourist-related attractions, facilities and events of the municipality or county and tourist facilities or attractions within the area;

[~~(5)~~]e. Providing police and fire protection and sanitation service for tourist-related events, facilities and attractions located in the respective municipality or county;

[~~(6)~~]f. Principal and interest of revenue bonds issued as authorized by Section 3-38-23 or 3-38-24 NMSA 1978; or

[~~(7)~~]g. Any combination of the foregoing purposes or transactions stated in this section, but for no other municipal or county purpose.

[~~E.~~]5. Proceeds of the fifth one percent (1%) increment of the tax shall be used by the city for establishing, operating, purchasing, constructing, otherwise acquiring, reconstructing, extending, improving, equipping, furnishing or acquiring real property or any interest in real property for the site or grounds for a new convention center, major reconstruction or addition to the current convention center, or adjoining parking facilities. These funds may be used for construction of other tourism related facilities as limited by state law. Authorized uses may also be the payment of principal and interest in connection with and any other charges pertaining to revenue bonds issued for any of the above purposes. At the end of each four (4) years from the date of the enactment of this fifth one percent (1%) increment, the occupancy tax advisory board (OTAB) shall review and assess this section, determine the status of the authorized uses as stated in this subparagraph [~~F~~]5, and make a recommendation to the governing body if the tax shall continue to be accrued for these purposes or if the tax and accumulated proceeds shall be applied to any other use as authorized in other subsections of this

section for lodgers' tax. The governing body shall make the final determination through an amended ordinance if the use is to be changed. If no action is taken, the ordinance for the fifth one percent (1%) increment shall continue as stated.

6. Proceeds from the occupancy tax that are collected based on the thirty-first (31st) and subsequent days during which a vendee rents lodgings in taxable premises shall be dedicated to the affordable housing trust fund.

[~~F.~~]B. The [~~P~~]proceeds of the [~~sixth one percent (1%) and the seventh one percent (1%) increments of the tax (also referred to as a~~] convention center fee[~~)~~] may be used by the city for the following:

1. The design, construction, equipping, furnishing, landscaping, and other costs associated with the development of a civic and convention center and adjoining parking garage located within the city;

2. Payments of principal, interest, or prior redemption premiums due in connection with and any other charges pertaining to revenue bonds authorized by the Civic and Convention Center Fund Act, Sections 5-14-1 to 5-14-15 NMSA 1978, including payments into sinking fund or reserve fund required by the revenue bond ordinance;

3. Costs of collecting and otherwise administering the tax, provided that administration costs shall not be paid if there are current payments due pursuant to paragraph [~~F~~]B(2) of this subsection and that no more than ten percent (10%) of the revenue collected in any fiscal year shall be used to pay administration costs;

4. Operation costs of the civic and convention center and adjoining parking garage, provided that no such costs shall be paid if there are current payments due pursuant to paragraph [~~F~~]B(2) of this subsection; and

5. Payments into a capital reserve fund established for the future payment

for capital maintenance and improvements and equipment replacement costs of the civic and convention center and adjoining parking garage provided that:

a. No payments shall be made pursuant to this paragraph if there are current payments due pursuant to paragraph [~~F~~]B(2) of this subsection; and

b. At least once every five (5) years, the governing body shall compare the amount of money in the fund with the expected future expenditures from the fund and decide if the convention center fees may be reduced pursuant to paragraph [~~H~~]D of this section.

[~~G.~~]C. The [~~sixth one-percent (1%) and the seventh one-percent (1%) increments of the lodgers' tax (also referred to as a~~] convention center fee[~~)~~] shall be imposed only for the period necessary for payment of principal and interest on revenue bonds issued to accomplish the purpose for which the revenue is dedicated, but the period shall not exceed thirty (30) years from the date of the ordinance imposing the fee.

[~~H.~~]D. The governing body may decrease the rate of the convention center fee if the following are met:

(1) All required payments have been made pursuant to paragraph [~~F~~]B of this subsection and the required levels of and estimated payments from any reserve fund, sinking fund, or capital reserve fund can be sustained at a decreased rate;

(2) The decreased fee will not otherwise directly or indirectly impair outstanding revenue bonds issued under Section 5-14-13 NMSA 1978; and

(3) The local government division of the department of finance and administration of the state of New Mexico finds that the requirements of paragraphs [~~H~~]D(1) and (2) of this subsection have been satisfied and otherwise approves the fee decrease.

Section 5. Section 26-3.6 of SFCC 1987 (being Ord. No. 2007-23, § 9, as amended) is

amended to read:

26-3.6 Dedication.

The following shall be dedicated to the affordable housing trust fund.

A. Tierra Contenta:

(1) All payments received from the sale of property in Tierra Contenta that has been reserved for affordable housing as of the date of the passage of this ordinance;

(2) Thirty-five percent (35%) of all payments received from the sale of property in Tierra Contenta received after the date of the passage of this section; and

(3) All interest earned from the above.

B. All proceeds of loans that have been recorded against various affordable housing units through the capital improvements program funds—infrastructure loan funds.

C. Principal and interest payments made by the borrowers to the city for outstanding AHTF loans.

D. Proceeds from shared equity loans which are realized when a housing opportunity program home or Santa Fe homes program unit is sold on the open market.

E. All in-lieu-of contributions or fractional payments received from developers as an option to meet the Santa Fe Homes requirements.

F. All in-lieu-of contributions received from developers of qualifying residential projects within the Midtown LINC overlay district, as defined in Section 14-5.5(D) SFCC 1987, [~~shall be applied~~] but only applied within the following locations:

(1) The Midtown LINC overlay district;

(2) Qualified [~~C~~]census tracts (as defined by the United States [~~D~~]department of [~~H~~]housing and [~~U~~]urban [~~D~~]development) adjacent to the boundaries of the Midtown LINC overlay district; or

(3) Existing residential developments adjacent to the boundaries of the

Midtown LINC overlay district.

G. Proceeds from the occupancy tax that are collected based on the thirty-first (31st) and subsequent days a vendee rents lodgings in taxable premises shall be dedicated to the affordable housing trust fund pursuant to Subsection 18-11.17(A)(6) SFCC 1987.

[~~G~~] H. Other funds that may be identified from time to time [~~which~~] that are suitable and appropriate for allocation to the AHTF. These may include on-going, dedicated funding sources as well as one-time funding that is specifically approved by the governing body.

Section 6. Editor's Note: SFCC 1987 is hereby amended to strike all references to "lodger's tax" and "lodgers tax" and insert in lieu thereof "lodgers' tax".

Section 7. Effective Date. This ordinance shall take effect on the first day of the first month following adoption by the governing body.

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

City of Santa Fe New Mexico
Memorandum

Date: March 25, 2021

To: Public Works/Public Utilities Committee, Finance Committee, and Governing Body

From: Erin K. McSherry, City Attorney EM

RE: Independent Salary Commission Amendments

EXECUTIVE SUMMARY:
The proposed bill realigns the Independent Salary Commission's (Commission's) work schedule with the City's new election cycle; establishes an allowable salary range; corrects a cross reference; establishes an application process for appointees to the Commission; and allows the chamber of commerce representative on the Commission to be from any local chamber of commerce.

BACKGROUND:
The History
In 2014, the City's voters adopted amendments to the City Charter to establish the Mayor as the full-time, chief executive officer of the City. The Charter amendments also required the Governing Body to adopt an Ordinance establishing an Independent Salary Commission to set the Mayor's salary. The Governing Body adopted the ordinance establishing the Commission in 2016, and the Commission set the Mayor's salary for the first time in the spring of 2017.

In 2018, the City adopted the Local Election Act, which moved the next mayoral election from March of 2022 to November of 2021. It also adjusted the next mayor's first date of office from seven days after the March election to the January 1st following the November 2021 election.

The Timing Issue
The Commission ordinance currently requires that the Commission adopt a salary before the end of April, with time to incorporate it into the following year's budget. When the ordinance was adopted, that timeline resulted in adoption of a salary almost a year before the next election. That schedule allowed for a non-personal decision. Now, if the Commission were to meet this year, it is the same year as the election and during the same time period that candidates are known and/or contemplated by the public.

The Commission ordinance also currently specifies that the Commission-adopted salary goes into effect *the Monday after the election*. When the ordinance was adopted, the Monday after the election was the first day of office for the new mayor. Under the City's new election cycle, the Monday after the election falls during the current mayor's term.

The proposed bill realigns the schedule, so that the Commission would meet more than a year before the election (rather than the same year), and so that the new salary would go into effect on the first

day of the new next mayoral term (rather than almost two months before the end of the current mayoral term).

Additional Proposed Amendments

The proposed bill also includes the following amendments to the Commission ordinance:

- Requires a public announcement regarding the opportunity to serve on the Commission and applications from interested registered voters. The current ordinance does not require a particular process for selecting Commission members.
- Corrects a citation to the City's Charter.
- Allows the appointment of a member of one of the other local chambers of commerce, rather than limiting that category of appointment to the Santa Fe Chamber of Commerce.

ACTION REQUESTED:

Approval of the proposed bill.

ATTACHMENTS:

Bill
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2021-__

INTRODUCED BY:

Councilor Chris Rivera

Councilor Carol Romero-Wirth

Councilor Signe I. Lindell

AN ORDINANCE

REGARDING THE INDEPENDENT SALARY COMMISSION; AMENDING SECTION 6-19.1 SFCC 1987 TO MAKE CLARIFICATIONS; AMENDING SECTION 6-19.2 SFCC 1987 TO CHANGE THE EFFECTIVE DATE OF THE SALARY TO ALIGN WITH THE TERM FOR MAYOR SET FORTH IN THE SANTA FE ELECTION CODE, SECTION 9-1 SFCC 1987; AMENDING SECTION 6-19.3 SFCC 1987 TO ESTABLISH AN APPLICATION PROCESS AND MODIFY LENGTH OF THE COMMISSIONERS' TERMS; AND AMENDING SECTION 6-19.4 SFCC 1987 TO SET THE FUTURE SCHEDULE FOR THE INDEPENDENT SALARY COMMISSION.

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

Section 1. Section 6-19.1 of SFCC 1987 (being Ord. No. 2016-43, § 2, as amended) is amended to read:

6-19.1 Name; creation; purpose.

A. There is hereby created the independent salary commission ("commission") as [~~approved~~] required by the Santa Fe Municipal Charter amendments approved by voters of the

underscored material = new [~~bracketed material~~] = delete

city of Santa Fe on March 4, 2014.

B. The sole purpose of the commission shall be to review and set the mayor's salary, pursuant to Article 6.02([~~C~~]D) of the Santa Fe Municipal Charter.

C. The commission shall [~~be~~] act independently from the office of the mayor and the governing body so as to remove all conflicts of interest.

Section 2. Section 6-19.2 of SFCC 1987 (being Ord. No. 2016-43, § 2, as amended) is amended to read:

6-19.2 Powers and duties.

A. The commission shall have the sole power to review and set the mayor's salary [~~no less than once every four (4) years~~].

B. The commission shall set the salary of the mayor by comparing the salaries of other public executives within the county of Santa Fe, including the Santa Fe county manager, superintendent of Santa Fe public schools, and the city of Santa Fe city manager, as well as the mayor's salary in cities of comparable size, cost of living, and diversity within the region.

C. The salary set by the commission shall go into effect [~~the Monday immediately~~] January 1 following the regular election [~~at which a~~] for mayor[~~ is elected or reelected~~].

Section 3. Section 6-19.3 of SFCC 1987 (being Ord. No. 2016-43, § 2, as amended) is amended to read:

6-19.3 Membership; terms; vacancies.

A. *Membership.* The commission shall be comprised of seven (7) members, all of whom must reside within the municipal boundaries of the city of Santa Fe. The mayor shall appoint, with the advice and consent of the governing body, the members of the commission. The commission shall consist of one (1) member from each of the following categories:

(1) One (1) shall be a member of [~~the Santa Fe~~] a local chamber of commerce.

(2) One (1) shall be a representative of a neighborhood association.

(3) One (1) shall be a representative of a community organization.

(4) One (1) shall be a current or retired attorney or judge.

(5) One (1) shall be a representative of the human resources industry, or an employment consultant.

(6) One (1) shall be a current or retired chief executive officer.

(7) One (1) member shall be appointed at-large.

B. *Application.* To be eligible for appointment, interested parties shall submit a letter of interest and resume to the city clerk in response to a public request for letters of interest. The letter of interest shall indicate the category the applicant seeks to fill, which shall not preclude the applicant's appointment to an alternative category, if applicable.

C. *Independence*. Nominees to the commission shall [~~have the ability to~~] exercise sound and practical judgement in the implementation of their powers and duties as members of the commission. The mayor shall appoint a chairperson prior to the first meeting of the commission. The chairperson shall then appoint a vice-chairperson at the first regular meeting.

[~~B~~]D. *Terms.* Members of the commission shall be appointed in January the year prior to a mayoral election and serve [~~four (4) year terms~~] until the end of the calendar year. A member shall serve for no more than two (2) terms. After two (2) consecutive unexcused absences, a commission member shall be automatically removed from the commission, and a new member shall be appointed consistent with the provisions of paragraph A.

[~~C~~]E. *Vacancies.* Vacancies on the commission shall be filled consistent with the provisions of paragraph A.

Section 4. Section 6-19.4 of SFCC 1987 (being Ord. No. 2016-43, § 2, as amended) is amended to read:

6-19.4 Meetings; staff.

A. *Meetings.* Beginning in 2024, t[~~T~~]he commission shall meet [~~no less than once~~] and set the salary for the office of mayor every four (4) years, no later than April 30 [~~of the year prior to the election in which a~~], to be budgeted for the next mayoral term, whether the mayor in office in the next term is in a first or subsequent term[~~shall be elected or reelected so that the new salary may be included in the budget for the following fiscal year~~].

B. *Staff.* The human resources director, or the[~~ir~~] human resources director's designee, shall serve as staff liaison for the commission at all meetings.

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

FIR No. 3319

FISCAL IMPACT REPORT

General Information:

(Check) Bill: X Resolution: _____

Short Title(s): Salary Commission Amendments

Sponsor(s): Councilors Romero-Wirth and Rivera

Reviewing Department(s): City Attorney's Office

Staff Completing FIR: Erin K. McSherry Date: 3/25/21 Phone: 955-6961

Reviewed by City Attorney: _____ Date: Mar 25, 2021

Reviewed by Finance Director: _____ Date: Mar 25, 2021

Summary:
The proposed bill realigns the Independent Salary Commission's (Commission's) work schedule with the City's new election cycle; establishes an allowable salary range; corrects a cross reference; establishes an application process for appointees to the Commission; and allows the chamber of commerce representative on the Commission to be from any local chamber of commerce.

Departments Affected:
Mayor (appointment timing); Governing Body (advice and consent), Human Resources (Commission Liaison); and City Clerk (proposed to receive applications)

Consequences of Not Enacting Legislation:
Without the proposed changes, the Commission is required to determine a new salary by the end of April, and the salary would go into effect in November on the Monday following the election. Applications would not be required for appointees to the Commission, the Chamber of Commerce member on the Commission would be required to be from the Santa Fe Chamber of Commerce and could not be from the Hispanic Chamber or Green Chamber.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
The creation of the Commission was required by 2014 Charter amendments. The election cycle changes were also adopted by a Charter amendment and through adoption of the election cycle established in the Local Election Act.

Performance and Administrative Implications:
Once every four years, the requirement for an application process will increase administrative duties for the City Clerk's Office. Responsibility for Commission support remains with the Human Resources Director.

Fiscal Implications:
The changes would result in a somewhat increased administrative workload for the City Clerk, once every four years.

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: