City of Santa Fe

AGENDA

REGULAR MEETING OF
THE GOVERNING BODY
MARCH 31, 2021
4:00 PM
ATTEND VIRTUALLY

SPECIAL PROCEDURES FOR GOVERNING BODY MEETING

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

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

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

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

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

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

Public Comment: To provide live public comment during *Petitions from the Floor* or *Public Hearings*, 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/97052231490?pwd=Ulk1L3k3ZW1BK3diV2lFamFpTnVpZz09. **Passcode: 822837**

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Attendees should use the "Raise Hand" function to be recognized by the Mayor to speak at the appropriate time.
Phone: To join the Zoom meeting using a phone, use the following phone numbers and Webinar ID: **US: 1 (346) 248-7799 - Webinar ID: 970 5223 1490 - Passcode: 822837**
Phone attendees should press *9 to use the "Raise Hand" function to be recognized by the Mayor to speak at the appropriate time.
AFTERNOON SESSION - 4:00 P.M.

1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

Councilor Lindell

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

Councilor Romero-Wirth

4. **INVOCATION**

Councilor Abeyta

5. **ROLL CALL**

6. **APPROVAL OF AGENDA**

7. **APPROVAL OF CONSENT CALENDAR**

8. **APPROVAL OF MINUTES**

   a. Regular Governing Body Meeting – March 10, 2021

9. **PRESENTATIONS**

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

Ermergency Management Director, bgwilliams@santafenm.gov, 955-6537)
INFORMATION ONLY

b. Economic Development Department Overview of the Midtown Bi-Weekly Development Update Report. Presentation Topic: RFEI / Solicitation Next Steps. (Rich Brown, Director, Community & Economic Development Department, rdbrown@santafenm.gov, Andrea Salazar, Assistant City Attorney, asalazar@santafenm.gov, Daniel Hernandez, Project Director at Proyecto LLC) **INFORMATION ONLY**

10. **CONSENT CALENDAR**

a. Request for Approval of Collective Bargaining Agreement (Union Contract) Between the Santa Fe Police Officer's Association and the City of Santa Fe. Agreement Contains Agreed Upon Amendments to Year Two of a Three Year Agreement. (Ben Valdez, Deputy Chief of Police, bpvaldez@santafenm.gov, 955-5040)

COMMITTEE REVIEW:
Quality of Life Committee: 03/17/21
Finance Committee: 03/22/21
Governing Body: 03/31/21

b. CONSIDERATION OF RESOLUTION NO. 2021-____. (Councilor Romero-Wirth, Councilor Cassutt-Sanchez, Councilor Lindell, Councilor Rivera, and Councilor Villarreal)
A Resolution Supporting the Creation and Management of TreeSmart Santa Fe, a Comprehensive Tree Canopy Project in the City of Santa Fe. (Melissa McDonald, Acting Parks Division Director, mamcdonald@santafenm.gov, 955-6840 and Jennifer Faubion, Council Liaison, jrbaubion@santafenm.gov, 955-6033)

COMMITTEE REVIEW:
Quality of Life Committee: 03/17/21
Finance Committee: 03/22/21
Governing Body: 03/31/21

c. 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

d. 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

e. Request for Approval of Sole Source Purchase of Explosive Ordinance Disposal Robot from Northrop Grumman, Remotec, Inc. $305,001 of Funds 100% Reimbursable from the 2019 State Homeland Security Grant Program; New Mexico Department of Homeland Security and Emergency Management. (Brian Williams, Interim Emergency Management Director, bgwilliams@santafenm.gov, 955-6537)

COMMITTEE REVIEW:
Public Safety Committee: 03/xx/2021
Quality of Life Committee: 03/17/2021
Finance Committee: 03/22/2021
Governing Body: 03/31/2021

f. 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

g. Request Approval of the Streetlight Conversion Contract with Public Service Company of New Mexico (PNM) to Convert PNM Owned Street Lights in City Limits to LEDs not to exceed $421,185 inclusive of New Mexico Gross Receipt Tax (NMGRT). (Regina Wheeler, Public Works Director, rawheeler@santafenm.gov, 955-6622)
COMMITTEE REVIEW:
Public Works & Utilities Committee: 03/8/21
Finance Committee: 03/22/21
Governing Body: 03/31/21

h. Request Approval of a Cooperative Funding Agreement (CFA) with the United States 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)
1. Request for Approval of Budget Amendment Resolution (BAR).

COMMITTEE REVIEW:
Public Works & Utilities Committee: 03/08/2021
Finance Committee: 03/22/2021
Governing Body: 03/31/2021

i. Request for the Approval of a Budget Adjustment Resolution (BAR) in the Total Amount of $569,885 for the Budget Transfer of Community Service Division Youth Staff Positions and Operating Budget to the Recreation Division. (Kyra Ochoa, Community Health and Safety Director, krochoa@santafenm.gov, 955-6603) **COMMITTEE REVIEW:**
Quality of Life Committee: 03/17/2021
Finance Committee: 03/22/2021
Governing Body: 03/31/2021

j. Request for Approval of Amendment No. 2 to Professional Service Agreement (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)

1. Request for Approval of Budget Amendment Resolution (BAR).

COMMITTEE REVIEW:
Public Works & Utilities Committee: 03/08/2021
Finance Committee: 03/22/2021
Governing Body: 03/31/2021

k. 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 New Mexico Gross Receipt Tax (NMGRT). (Nancy Jimenez, Utility Billing Division Director, nljimenez@santafenm.gov, 955-4364)

COMMITTEE REVIEW:
Public Works & Utilities Committee: 03/08/2021
Finance Committee: 03/22/2021
Governing Body: 03/31/2021

l. 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 & Utilities Committee: 03/08/2021
Finance Committee: 03/22/2021
Governing Body: 03/31/2021

m. 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

11. **DISCUSSION/ACTION ITEMS**

a. Request for the Approval of a Restated and Amended Joint Powers Agreement (JPA) Establishing the Regional Coalition of Los Alamos National Laboratories (LANL) Communities by and Among the Incorporated County of Los Alamos, the City of Santa Fe, Santa Fe County, the City of Espanola, Rio Arriba County, the Town of Taos, Taos County, and the Sovereign Governments of the Pueblo of Ohkay Owingeh and the Pueblo of Jemez. (Kyle Mason, Emergency Management Director, kamason@santafenm.gov, 955-6704)

COMMITTEE REVIEW:
Quality of Life Committee: 07/1/20
Finance Committee: 03/1/21
Quality of Life Committee: 03/17/2021
Governing Body: 03/31/2021

b. **Request to Publish Notice of Public Hearing on April 28, 2021.**
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 McSherry, City Attorney, ekmcsherry@santafenm.gov, 955-6512)

COMMITTEE REVIEW:
Public Works & Utilities Committee: 03/29/21
Governing Body (Request to Publish): 03/31/2021
Finance Committee: 04/5/21
Governing Body (Public Hearing): 4/28/21

c. 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

d. **Request to Publish Notice of Public Hearing on April 28, 2021.**
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 & 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

e. **Request to Publish Notice of Public Hearing on April 28, 2021.**
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 & 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

f. CONSIDERATION OF RESOLUTION NO. 2021____. (Mayor Webber)
A Resolution Extending the State of Emergency as Proclaimed by the Mayor on March, 29, 2021 by Fifty-Four (54) Days, Expiring at Noon on May 24, 2021, Pursuant to Section 20-1.3(C) SFCC 1987. (Erin K. McSherry, City Attorney, ekmcsherry@santafenm.gov, 955-6512)

12. **MATTERS FROM THE CITY MANAGER**

13. **MATTERS FROM THE CITY ATTORNEY**

EXECUTIVE SESSION

In Accordance with the New Mexico Open Meetings Act, Specifically NMSA 1978, Section 10-15-1, Part (H)(8), Discussion of the Acquisition and Disposition of Property, Specifically the Land Known as “Santa Fe Estates”, Including Las Estrellas at Santa Fe Estates. (Erin McSherry, City Attorney, ekmcsherry@santafenm.gov, 955-6512)

14. **MATTERS FROM THE CITY CLERK**

15. **COMMUNICATIONS FROM THE GOVERNING BODY**

EVENING SESSION - 6:00 P.M.

16. **ROLL CALL**

17. PETITIONS FROM THE FLOOR

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

Written Comments: The public may submit written comments on any of the legislative items to be considered on the *Consent Agenda*, *Discussion Agenda*, *Public Hearings* or *Petitions From the Floor* through 1:00 p.m. the day of the meeting, via the virtual comment "button" at https://santafe.primegov.com/public/portal. If you submit a written comment it will be distributed to the Governing Body and you do not need to attend the live public comment.
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18. APPOINTMENTS

a. Capital Improvements Advisory Committee
- Gayla Bechtol – Appointment – Term Ending 12/2022
- Janet Clow – Appointment – Term Ending 12/2022
- Miles Conway – Appointment – Term Ending 12/2022
- Oralynn Guerrerortiz – Appointment – Term Ending 12/2022
- Ruth Hamilton – Appointment – Term Ending12/2022
- Brian Lewis – Reappointment – Term Ending 12/2022
- Matthew O'Reilly – Appointment – Term Ending 12/2022
- Isaac "Ike" Pino – Reappointment – Term Ending 12/2022
- John Michael Salazar – Appointment – Term Ending 12/2022

b. Mayor's Committee on Disability
- J. Eli Fresquez III – Appointment – Term Ending 1/2025
- Kendra Garcia – Reappointment – Term Ending 1/2025
- Kathlyne Gish – Reappointment – Term Ending 1/2025
- Aurore Bleck – Reappointment – Term Ending 1/2025

c. Veteran's Advisory Board
- Richard Christensen – Recruiting Services - Reappointment – Term Ending 5/2022
- Kenneth Dettelbach – Housing Service – Reappointment – Term Ending 5/2022
- Dorothy M. Seaton – Financial Services – Reappointment – Term Ending 5/2022

19. **PUBLIC HEARINGS**

20. **ADJOURN**

21. **UPCOMING PUBLIC HEARINGS**

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

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

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

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

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

SUMMARY INDEX
Governing Body
March 10, 2021

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5. Roll Call	Quorum Present	1-2
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Regular Meeting on February 24, 2021	Approved as presented	3-4
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15. Communications from Governing Body	Communicated	16-17
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20. Adjournment	Adjourned at 9:02 pm	43

Minutes of the
Regular Meeting of the Governing Body
Wednesday, March 10, 2021
Virtual Meeting

1. CALL TO ORDER

A regular meeting of the Governing Body of the City of Santa Fe, New Mexico, was called to order by Mayor Alan Webber, on Wednesday, March 10, 2021, at approximately 4:02 p.m., at the Council Chambers at City Hall, 200 Lincoln Avenue, Santa Fe, New Mexico as a virtual meeting.

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Councilor Lindell.

3. SALUTE TO THE NEW MEXICO FLAG

The Salute to the New Mexico Flag was led by Councilor Romero-Wirth.

4. INVOCATION

The Invocation was led by Councilor Abeyta, who shared Psalm 23.

Councilor Vigil Coppler remembered Tom Trowbridge died Monday in his sleep. He was the KSFR News Director and covered the Legislature. He submitted his last report on Monday, the day he died. He won several awards and one of the most famous was his award for the KSFR Wake Up Call. He had a great sense of humor and was a professional. Condolences to his family and friends.

Councilor Villarreal recognized the life of a school mate Phil Garcia, who passed away unexpectedly. He had so much life and love to give. She remembered his family at this time.

Mayor Webber lost a friend of 50 years, Phyllis Ray, “PJ”, who was a dedicated public servant. She had a great sense of humor and a lot of zest for life. She loved a good time with her friends but more than that, she loved to help people. She died of a heart attack and left many behind who benefited from her and gave them great memories.

He noted that tomorrow is the anniversary of the pandemic which has taken many friends and loved ones.

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

5. ROLL CALL

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

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

Members Excused

Other Participants Attending Remotely
Jarel LaPan Hill, City Manager
Erin McSherry, City Attorney
Kristine Bustos-Mihelcic, City Clerk
Mary McCoy, Finance Department Director
Kyra Ochoa, Community Services Director
Alexandra Ladd, Affordable Housing Director
Rich Brown, Economic and Community Development Director
Andrea Salazar, Assistant City Attorney
Jennifer Faubion, Council Liaison
Jason Kluck, Assistant Planning and Land Use Director
Regina Wheeler, Public Works Director
Carl Boaz, Council Stenographer

6. APPROVAL OF AGENDA

Mayor Webber withdrew 18A because of a need to make changes to the appointments and to the process to move it forward.

MOTION: Councilor Vigil Coppler moved, seconded by Councilor Lindell, to approve the agenda as amended, removing 18 A.

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

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

Against: None.

7. APPROVAL OF CONSENT CALENDAR

Councilor Vigil Coppler pulled item 10(b) for discussion.

Councilor Romero-Wirth pulled item 10(g) for discussion.

Councilor Villarreal asked to be listed as a cosponsor for item 10(a) – the Resolution designating Santa Fe as a Bee City USA

MOTION: Councilor Cassutt-Sanchez moved, seconded by Councilor Vigil Coppler, to approve the Consent Calendar as amended with items 10(b) and 10(g) removed for discussion.

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

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

Against: None.

8. APPROVAL OF MINUTES

a. Regular Governing Body Meeting – February 24, 2021

MOTION: Councilor Lindell moved, seconded by Councilor Vigil Coppler, to approve the minutes of February 24, 2021 as presented.

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

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

Against: None.

9. PRESENTATIONS

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

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

Manager LaPan Hill began the presentation with good news that Santa Fe County is officially green now. She stated the statistics which indicated we were close last week and going the right direction. We want to keep it that way. Four counties went back from green to yellow. There will be another report on the 24th. And we could get to turquoise. The whole year has been a wild ride. As of Friday, the City went 14 days without a single employee infected. We are doing all the right things. Vigilance is exhausting but worth it.

The Governing Body has the draft policy for employee testing now with comments due back Friday. Beginning in April is implementation, and it is more than ongoing maintenance.

The City intends to open the ice rink on March 13th with some significant changes.

Ms. McSherry explained that if we stay with these same rates or rates permitted, we will become turquoise on March 24th. It is very likely, if we keep up the good processes. She described the reduced restrictions for turquoise. Recreation facilities and the Convention Center can open. For other City facilities, the limit is 20 for the remainder of this level. The customer questionnaire is lifted but masks and social distancing remain. If any practice affects for higher per person rate, we will reduce the rate, so they are not impacted financially.

Director Ochoa recalled that a year ago, we saw three cases every few days and shut everything down and now at six per day are reopening everything. Santa Fe is at a good place for vaccines at 22.4% with one dose and 14.4% fully vaccinated. About 58% are registered so we need more registered onsite.

The County, DOH, and other providers report vaccinations are increasing and more vaccines coming in. 4,000 teachers and school staff are prioritized with 1,500 already vaccinated. They are part of the 1-B group. We plan for a vaccine event and registration event with City/County at the County Fairgrounds on March 14. People can come there from 9-2 and get help registering on-site and special vaccinations for seniors toward the

end of March on the south side. The City is working closely with the County and more information will be forthcoming as it becomes available.

Councilor Cassutt-Sanchez asked if our vaccine is Johnson & Johnson.

Director Ochoa said it is all the above. Johnson & Johnson is particularly good for rural areas, so it is prioritized for rural areas. Up to now, there has been no differentiation. Johnson & Johnson is being given to teachers so the District can be ready to get kids back to school.

Councilor Rivera observed the distribution list from Safety Department doesn't add up. He advised Staff should double check those numbers to determine if they are correct.

Director Ochoa said it is duly noted.

b. Economic Development Department Overview of the Midtown Bi-Weekly Development Update Report. (Rich Brown, Director, Community & Economic Development Department, rdbrown@santafenm.gov, 955-6625 and Daniel Hernandez, Project Director at Proyecto LLC, Andrea Salazar, Assistant City Attorney, asalazar@santafenm.gov, 955-6303) Public Engagement Michaele Pride, UNM Design Planning Assistance Center, Director Alexandra Ladd, Office of Affordable Housing Director
INFORMATION ONLY

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

Daniel Hernandez introduced the partners and shared the major goals and the drivers for the Midtown site. He described the focus on sustainable development with four areas: equity economy, culture, and environment. To determine what is viable, they will set priorities and learn how we and the public can work together on public engagement.

He listed topics in the sustainable development slide. There will be a final report at the end of the process on who was involved and what happened along the way in considering programs people want to see at Midtown. Then, they will establish priorities that will end up in a document for presentation to the Governing Body.

Director Ladd described the public planning process. It is a shared commitment between City and DPAC on this process and getting the community to engage with us. She read the values aloud. There has been shared frustration with the property. Today, they had conversation with the DPAC Team about all we have learned and realized we were not talking values at the beginning but is what we learned is needed to drive it forward.

Midtown engagement partners have an application process from groups proposing work at the Midtown site and get a small stipend for the work. She appreciated that it is an extractive process – give us your information and come to our meeting and that puts them in driver's seat to tell the team what is important.

A community of Learning – we are really committed as a partner of DPAC – really a learning process in the work. What comes out will be an activities calendar open to the public so general public can participate in the process and events. Gathering is only one way to do that.

Step 1: listening and learning. This has largely concluded with a plan moving forward and many steps are overlapping.

Step 2: co-creating and organizing – stipends and activities calendar have started.

Step 3: implementing and supporting the activities. Starting to look at community goals.

Step 4: synthesizing and policy making that at the end will have a set of outcomes added for ways of public involvement.

Step 5: reflecting and evaluating what worked and what data we have. More quantitative data with summary reports.

Michaela Pride, on the faculty of UNM, said the team has been engaged to continue into the next phase. She introduced the other members of the team.

She gave an overview, noting they had informal conversations with current engagement leaders and is ongoing. The Community Engagement Survey was done in December and January. The Charette with City Staff was in February. They engaged in promising practices and got feedback on past engagements and were able to talk with many community members on what it means to be cocreating and designing the process.

It was iterative - learning from the survey with more qualitative responses than quantitative. They had trusted relationships with community members, especially those less represented than by geography. For the question about how much community input in the process, there was a gap in communications among Spanish speakers and people nearby the campus.

In the survey, they asked what was most important. Housing was #1 overall. The survey questions included – what is most interesting to you.

The Midtown Activities Program (MAP) was for groups they were already working with – trusted organizations as community leaders. As potential grantees are brought on, they ask how to help each other. Phase 1 will be in April with activities into the summer.

Councilor Lindell asked how many grantees they anticipated.

Ms. Pride anticipated 4-5 grantees in the first round. Then they would determine the amounts and numbers.

Mr. Hernandez reminded that as part of public engagement, they will return to the Governing Body. The next is April 14 and in July 14 to hear from partners. He showed the three website locations.

Councilor Lindell went back to her previous request and asked if they contacted the others who responded to the RFEI.

Director Brown said he sent them an email.

Councilor Lindell asked when the Governing Body would get that information and how they would tie in to this 9-month process.

Director Brown said that could be discussed in executive session.

Councilor Lindell had not heard about the public engagement project. She asked who guided it and whether Council would have input into it.

Director Brown said the Council approved the funding and there would be another round of public engagement. This has been part of the process informing Council and others.

Councilor Lindell was really frustrated with the timing. She recalled we went through public engagement before. There is always someone pleased, and someone not pleased. But this is another 9-month process and there is urgency around this campus, but she didn't sense any urgency from others. The City pays $8-10,000 per day for this campus. It seems like these processes take too long and people have no sense of urgency she was frustrated about it and said it every time. She didn't remember approving this process. She didn't feel she was signing on to another 9-month public engagement process. We are not being responsible.

Councilor Vigil Coppler said recalled the 3-pronged decision tree from months ago. They were clearly outlined, and she thought the Governing Body was going to decide on which one we would choose.

Councilor Vigil Coppler liked what was presented today. Maybe we could whittle it down a little, but she thought the steps were – one, to start over, second, to go back to the others who responded to the RFEI. The third she didn't remember now.

She assumed this verbal presentation was part of the monthly report and asked to get copies at least the day it was being presented. It would help her focus to follow it more closely. She understood they are online but that is after the fact. She would appreciate being able to digest what was just presented.

Part of this in the past was feedback to engage the neighborhood right around the campus. Even in those neighborhoods, some people don't have access. She asked how we can have people without internet to know what our plans are. And with COVID, we don't move around as much.

Councilor Cassutt-Sanchez wanted to clarify the WE had a report out prior to terminating with Developer.

Director Brown agreed. And he met with Ms. Pride yesterday to deal with how to engage others. He was excited to be working on this and bringing in the community groups. We need to look at it as a business project. What is the community investment here? He was eager to gather from the process planning and deciding and prioritizing, what the community investment is here and what it means to our City.

He thanked the Governing Body for trying out this model. It is very different and can be scary at times but there are exciting developments here and we have experts on it.

Councilor Villarreal thanked the team for the presentation and glad to see familiar faces. She was committed to work with the team in whatever capacity. We got off the track with this contract with an out-of-town developer. We lost ground but now are back on. Community investment and development go hand in hand. Hopefully, there will be things running in parallel whether with a master developer or not. The presentation hit the high points and said the right words. "Let me know how I can help with the process. We need to be efficient because time is money."

Mayor Webber echoed Councilor Villarreal and Councilor Cassutt-Sanchez. What the team is building is not only social capital but brilliant in design. It will be groundbreaking as we continue to learn how to do community engagement better. Your work is outstanding. Thanks for the presentation – very well done.

Ms. Pride thanked them. This feedback is a testament to our team.

10. **CONSENT CALENDAR**

a. CONSIDERATION OF RESOLUTION 2021-16. (Councilor Romero-Wirth, Councilor Jamie Cassutt-Sanchez, Councilor JoAnne Vigil Coppler, Councilor Signe Lindell and Councilor Villarreal)
A Resolution Designating the City of Santa Fe, New Mexico as a Bee City USA Affiliate. (Christine Chavez, Water Conservation Manager, cychavez@santafenm.gov, 955-4219)
COMMITTEE REVIEW:
Quality of Life Committee: 03/3/21
Public Works and Utilities Committee: 03/8/21
Water Conservation Committee: 03/9/21
Governing Body: 03/10/21

b. This item was pulled for discussion by Councilor Vigil Coppler.

c. Request for Approval of Amendment #12 with Allied Security that Will Add $60,000 to the Existing Contingency and Allow for Greater Flexibility in Adjusting Service Locations, Times, and Officer Levels. (Sam Burnett, Public Works Property Maintenance Manager, jsburnett@santafenm.gov, 955-5933)
COMMITTEE REVIEW:
Public Works and Utilities Committee: 02/22/2021
Finance Committee: 03/01/2021
Governing Body: 03/10/2021

d. Request for Approval of a Budget Amendment Resolution (BAR) for FAA Grants #3-35-0037-052-2020 and #3-35-0037-053-2020, in the Amount of $2,630,925 Securing Funds for Construction of Taxiway Golf. (Mark Baca, Airport Manager, mdbaca@santafenm.gov, 955-2901)
COMMITTEE REVIEW:
Finance Committee: 03/01/2021
Public Works and Utilities Committee: 03/08/2021
Governing Body: 03/10/2021

e. Request for the Approval of Amendment 1 to IT Agreement 19-0828 to Assign the Remaining After Sales and Warranty Portion of the Parking Access and Revenue Control System (PARCS) Agreement to a New Vendor, Associated Time Instruments, Inc. (ATI). ATI's Compensation Will Not Exceed the $114,920.06 Remaining Balance of the Original Agreement. (Noel Correia, Parking Division Director, npcorreia@santafenm.gov,
955-6611)
COMMITTEE REVIEW:
Finance Committee: 03/01/2021

Public Works and Utilities Committee: 03/08/2021
Governing Body: 03/10/2021

f. Request for Approval of a Budget Adjustment Resolution (BAR) in the Amount of $190,471 for FY21 to Fund the Purchase of Radios. (Manuel Gonzales, Interim ITT Director, mmgonzales@santafenm.gov, 955-5531, Paul Babcock, Fire Chief, prbabcock@santafenm.gov, 955-3112 and Andrew Padilla, Police Chief, aapadilla@santafenm.gov, 955-5102)
COMMITTEE REVIEW:
Finance Committee: 03/01/2021
Public Works and Utilities: 03/08/2021
Governing Body: 03/10/2021

g. This item was pulled for discussion by Councilor Romero-Worth.

CONSENT CALENDAR DISCUSSION

b. CONSIDERATION OF RESOLUTION NO. 2021-17. (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

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

Councilor Vigil Coppler wanted to pull this to thank her colleagues Councilor Garcia, Councilor Villarreal, Councilor Romero-Wirth, and Councilor Lindell for batting it around back and forth and the work on a substitute resolution. Everyone compromised a bit. The substitute resolution was number six on the attachment.

MOTION: Councilor Vigil Coppler moved, seconded by Councilor Romero-Wirth, to approve the substitute resolution requiring Governing Body approval prior to announcing availability of City-owned land, buildings, or other real property for sale.

Ms. McSherry said the Governing Body needs to move the item on the agenda first and then move the substitute.

Councilor Vigil Coppler withdrew her motion and Councilor Romero-Wirth withdrew her second.

MOTION: Councilor Vigil Coppler moved, seconded by Councilor Garcia, to approve Resolution No. 2021-17 as presented on the agenda.

MOTION: Councilor Vigil Coppler moved, seconded by Councilor Romero-Wirth to replace the original Resolution with the Substitute Resolution in the packet.

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

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

Against: None.

MOTION: Councilor Vigil Coppler moved, seconded by Councilor Romero-Wirth, to approve the Substitute Resolution as presented.

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

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

Against: None.

g. CONSIDERATION OF RESOLUTION NO. 2021-18. (Councilor Rivera and Councilor Villarreal)
A Resolution Updating the Terms of Resolution 2020-29 to Extend the Duration of the Community Health and Safety Task Force Through the End of Calendar Year 2021, Allow Additional Task Force Members, Change the Task Force Composition, Exempt the Task Force From Certain Open Meetings Act Requirements, and Other Changes, as Necessary. (Jennifer Faubion, Council Liaison, jrfaubion@santafenm.gov, 955-6033)
COMMITTEE REVIEW:
Finance Committee: 03/1/21

Quality of Life Committee: 03/3/21
Governing Body: 03/10/21

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

Councilor Villarreal commented this went through all three committee so we can respond to other questions. At the PWUC, it was unclear what this is changing and if it is in violation of the Open Meetings Act. She understood this would exempt members of the Task Force from our rules. She and Councilor Garcia talked about the potential change since the beginning before selection of members for a way the Task Force could talk about sensitive topics. So it has been challenging. After three meetings, we waited to get approval for a facilitator. The challenges are not just to be under the microscope but also what is comfortable to share with the group.

Mayor Webber asked for a motion before further discussion.

MOTION: Councilor Villarreal moved, seconded by Councilor Rivera, to approve the Resolution as presented, approving changes for the Community Health and Safety Task Force.

Discussion on the Motion:

Councilor Villarreal yielded the floor to Councilor Romero-Wirth.

Amendment to the Motion:

MOTION: Councilor Romero-Wirth moved, seconded by Councilor Lindell, to amend the motion by approving her amendment which is in the packet, for discussion.

Discussion on the Amendment:

Councilor Romero-Wirth said Councilor Villarreal is correct. We discussed this quite a bit.

The amendment does not waive the Open Meetings Act but that the Task Force doesn't have to follow Robert's Rules of Order. They do need a safe space with trauma involved. The Task Force did ask for changes in the way it operates but she hoped they realize we also have filters and lenses. She could not support closing the Task Force meetings when the Chair might be other than an elected official and no parameters about when they can be closed or open. She did discuss it with Councilor Garcia, and she didn't know how to structure when a meeting can be closed.

Councilor Lindell asked Councilor Villarreal and Councilor Garcia why they felt this amendment of Councilor Romero-Wirth's can't work for the Task Force. This is a very hard decision for her. She understood why people don't want to tell their story in public and see it memorialized on Youtube. She has had the experience of not having much fun with these situations. But she was also concerned about going behind closed doors and not having much parameter about doing that. We need to come up with something that allows some safety but also in principle operates in a transparent manner. Or perhaps there is something that falls in the middle.

Councilor Garcia was opposed to the amendment Councilor Romero-Wirth put forward. We've already lost two members in trying to make the environment a safe place to be. As Councilor Villarreal said, we are not violating the Open Meetings Act but following every rule of every City Committee, following the same rules.

We may bring recommendations to the Governing Body and may discuss them 2-3 times in advance. That is a long time for opinions to be out on Youtube while it is still a hot topic in our nation.

The ability to speak freely on a topic was never discussed in the City before. It is very different than anything else we have taken on. He and Councilor Villarreal are very committed to have safety for sharing their stories.

Ms. McSherry clarified that a recording is not required by the AG. And Youtube is not used for all our committees. Youtube is not required but public access is. The requirements for committees are to be subject to the Open Meetings Act.

Councilor Lindell said the mandate that Councilor Romero-Wirth brought forward mimics the Drug Task Force. She said she just had a problem not seeing why this could not function similarly. She appreciated Councilor Garcia's answer. She didn't' know if Councilor Villarreal wanted to take a stab at it.

Councilor Lindell asked why Councilor Romero-Wirth's amendment doesn't provide safety and security for the Task Force.

Councilor Villarreal acknowledged that part of the amendment does make sense and was already discussed in the Task Force. They also felt and had conversations that safety is top on the list. Robert's Rules of Order really needs to go away. With topics they would get into in the working sessions and which the membership did not feel they could talk openly

and truthfully about. People don't feel safe in talking about them to take on with the Task Force. The Task Force is very diverse, and a majority of color and women. They need to skillfully help so people can share and not have it taken out of context. Even in the memo, we are in a different world now. The fact that white supremacy is right in our face also brings a level of fear. After the attack at the capitol and have fencing around it now, she wouldn't compare it with the drug task force.

We keep talking about focus. There is a strong desire in the Task Force to have public meetings. But we are at a point to get organized and feel we are being listened to and have an important role to play.

Councilor Lindell would feel more comfortable having Councilors as the chairs. Why was that put into the resolution?

Councilor Garcia observed that it is so engrained in the furniture at City Hall and very formal and following Robert's Rules of Order. It is still difficult to work his way back into this on what they need to talk about. It will take time for him to be freer in it. He didn't want to make people feel uncomfortable with it.

Councilor Lindell asked how their work will be memorialized so that when you come out, everybody knows and agrees what happened.

Jennifer Faubion noted that in facilitator contracts, there is a report-out on the process midway and at the end. And through the recommendations that come out of this Task Force, they will put their names on it at the end, and that will be the memorialization of the work of the Task Force.

Councilor Villarreal pointed out that there is no stenographer, so the only record is who was there in attendance and then the minutes are not really minutes. So it doesn't memorialize anything. "We could meet and say they were closed meetings and then have it memorialized and documented as well as a public meeting."

Ms. McSherry clarified that the Open Meetings Act has various levels and the only required things – who was there, what time the meeting convened, what was decided, and who voted which way, which is why we take roll call votes, what time the meeting adjourned. Those are the minimum requirements and what we make sure is documented.

Councilor Lindell was trying to find a middle ground with this that allows people to function with safety on the Task Force and meet what she thought we all subscribe to. She realized it was not a requirement of the

Open Meetings Act. “Typically, we try in some way to have the meetings open with transparency. This is extremely hard for me.”

Councilor Garcia appreciated the questions and answers. He asked Ms. McSherry to confirm that this committee was not required to adhere to the Open Meetings Act.

Ms. McSherry said, under the existing rules, it would be subject to the Open Meetings Act. In approving a Resolution that says they are not; it would create an exception for this committee.

Councilor Garcia thought an exception would fall within the law.

Ms. McSherry agreed. It is not a violation of State Open Meetings Act.

Councilor Garcia added that the amendment does not take away the Open Meetings Act, which is different from the original resolution. There will be documentation on the record of who voted on what, but it provides space for individuals to talk with safety in private and then come back to public to vote. So they would publicly vote on any recommendations.

Councilor Villarreal agreed; that is what we would want.

Councilor Garcia reasoned that all actions would be done publicly. The main difference is that the amendment on the floor keeps everything open and, in essence, defeats the original purpose of the resolution.

Councilor Vigil Coppler said the reason this Task Force was created was to identify how traditional methods of public safety are not ready to be improved and action taken on changes. In order to do that, and because the resolution speaks to public safety, public health, quality of life, and injustice that leads to violence, and inequities in communities of color, there is a whole body of evidence within those parameters that members could come to discuss. It could be a wide range of things that happened to them. If she went to the Task Force to let them know what happened to her, let’s say hypothetically that if it was domestic violence and the way a Law Enforcement Officer handled it, or maybe she wasn’t treated like everyone else because she was related to someone in the department, or it may not be topnotch police work to get it to court. And she was to bring it to the Task Force. She would not feel comfortable having her story broadcast on Youtube. She would not be comfortable telling her story again without the confines of confidentiality in front of a task force and all who attended. So if we don’t do something that will help people feel comfortable so they do have privacy and how to get to recommendations for change, they are only going to get safe stories that may not get to the root of the issues.

If we cannot give the testifier the opportunity to be heard in safety, then the Task Force won't come up with the best resolution how to solve the issue.

Without that, we might as well disband the Task Force. She agreed with Ms. McSherry – we need to do the best we can to protect the people who are willing to come forward. Creating space doesn't solve the issue. There could be a million more reasons for people to come forward if they were sure of their safety. Otherwise, it won't get to what it was created for.

Mayor Webber announced for the public that the meeting scheduled to start at 6 pm won't start at 6 pm. He suggested the Governing Body will probably put the executive session at the end of the agenda. There are about 30 people in the attendee room.

Councilor Cassutt-Sanchez said we also have a need to balance this to take on really challenging topics. She asked about another task force in the past.

Ms. McSherry said she did not research that.

Councilor Rivera said in his experience since 1987, there has been no request like this one.

Councilor Cassutt-Sanchez concluded there is no precedent for this. It is important for the Task Force to have the challenging conversations and consider how to move forward. They need to be in the right setting. She recalled in a Social Epidemiology class in Public Health and a small class of six. The growth she had from it was incredible. And the others were not giving her pushback. This is a different standard. She supported the resolution as sponsors recommended. These are extraordinary times.

Councilor Abeyta asked if the Task Force still ends on December 31, 2021 and would not change by either amendment.

Ms. Faubion said it is extended by Councilor Villarreal and Councilor Garcia resolution, but nothing else changes it.

Councilor Romero-Wirth said this has been good discussion. She agreed with Councilor Vigil Coppler that we need to create a safe space and her amendment does that, keeping the meetings open. It helps develop a public understanding on why they are recommending what they are recommending, and they don't have to share personal stories with the recommendations.

She understood some people would ask why on their recommendations. She didn't know how that would work. The resolution does not provide that actions will be taken in public. We also don't know if Councilor Villarreal will remain as Chair to make sure it is voted in an open meeting. Right now, Prime.Gov will take you right to the conversation in Youtube. So to say our minutes are inadequate in not so. You can go right to the video to see the conversation by clicking on the agenda item.

Her amendment is based on the Municipal Drug Task Force. And she did not assume this Task Force is the same as that one. She didn't know why it could not work here. The facilitator's report in the contract said the facilitator will do a report. It doesn't talk about votes or other details. She guessed "we would just close the doors and trust that the right outcome comes forward."

Lastly, the justification for why her amendment isn't sufficient was the idea that talking in public is still difficult and that we have these threats like we have a chained fence around the Capitol, but that was result of a direct threat. She believed her amendment allowed safety. It is a tough issue.

Councilor Garcia said we can all agree this is tough and he was trying to put himself in the place of a Task Force member. He would not want to talk about his racist encounters in public. We need to ensure there is no ramification. As an individual campaigning for this seat, he experienced racism. It is critical to set these spaces. He understood Councilor Romero-Wirth was trying to create the spaces. But the Task Force has said they would have those spaces anyway to force the panel to share them, defeats the purpose of the Task Force. It is evidenced in those who applied to be on the Task Force. We must remember we live in a small community. Even in closed meetings, those stories would be shared. And we need to ensure what has impacted their lives, we can grow from.

Councilor Garcia wanted the Councilors to put themselves in the shoes of the Task Force to talk about a private story in a public forum. It takes lots of courage.

Councilor Cassutt-Sanchez asked regarding the money if we have identified the money to support the work of the Task Force and community conversations. Regardless of if this passes, it is needed. She asked the City Manager if we have money available for the Task Force.

Manager LaPan Hill agreed we would need to identify the money for it. And that would come back to the Governing Body for approval.

Councilor Villarreal said funding would be great to have. We had to fight for the $10,000 for a facilitator that is already in place. She was trying to

find other sources and would not want the Task Force set up for failure. We cannot have our facilitator take on more work at the rate she gets So we don't know if we have more funding yet. So she was not sure that community conversations with facilitation would be possible yet.

She knew there were pieces in the amendment of Councilor Romero-Wirth that were good. And she would want to consider them to be in the resolution. But the way the amendment is written now, it counters what Task Force members wanted. All that we put in has come from the Task Force members.

Mayor Webber commented that what we heard is incredibly powerful and he liked Councilor Garcia's comments. He has also been subjected to discrimination with anti-Semitism and know it is powerful and painful and harmful. If we cannot have a conversation on what describes our lives in Santa Fe, we won't be better. Many of us are torn on this. We've had lots of conversations on needs for transparency and on the other hand, we want voices in a secure place. he thought about how to get the best of both worlds. What he learned from the CHART effort is that if you ask the question in the wrong way, you will get the wrong answer.

The same should apply to this Task Force. Our nation was having these conversations and we now hear what we have won't provide those conversations for people who have had traumatic experiences - not as a public record. The time for a conversation is fundamentally intertwined with feelings of safety. He was worried about an exception to transparency process to provide safety for people with powerful stories to tell. We might end up with less of either world.

The issues of CHART are not that different. We've tried for a way to have grassroots conversation and would favor a private way that didn't go through the rules of the City. They can only work when suited to the task at hand. It is in some ways an unsolvable problem. He didn't like either choice that is here tonight. We don't have the right remedy.

Motion to Postpone:

A motion was first made to postpone indefinitely and after a brief discussion, that motion was withdrawn.

After further discussion on another postponing motion, Councilor Romero-Wirth moved to postpone this matter to the next regular Council meeting. The motion died for lack of a second.

VOTE: The amendment motion made by Councilor Romero-Wirth failed on the following Roll Call vote:

For: Mayor Webber, Councilor Lindell, and Councilor Romero-Wirth.

Against: Councilor Abeyta, Councilor Cassutt-Sanchez, Councilor Garcia, Councilor Rivera, Councilor Vigil Coppler, and Councilor Villarreal.

Further Discussion on the Main Motion:

Councilor Cassutt-Sanchez pointed out that there were parts of Councilor Romero-Wirth's amendment that many of Councilors were in favor of, particularly items 7, 8, and 9.

Ms. McSherry suggested it would be appropriate as a motion distinct from the main motion.

Motion to Amend:

MOTION: Councilor Cassutt-Sanchez moved, seconded by Councilor Lindell, to amend the Resolution by adding items 7, 8, and 9 from Councilor Romero-Wirth's amendment.

Discussion on the Amendment:

Councilor Villarreal asked to have that section read.

Councilor Cassutt-Sanchez read those three points: On page 5, line 4, insert the following paragraph,

"D. The CHS Task Force shall host a series of community conversations to gather insight into the concerns and ideas of community members to ensure that the city's health and safety strategies are guided by community input.

E. The CHS Task Force shall convene a series of focus groups around the city to learn how health and safety issues affect communities, families, and individuals, and how current City policies can be improved. Focus groups should represent specific constituencies that are affected by the city's current health and safety policies."

On page 5, line 6 after the period ***insert*** the following new sentence: "The City shall appropriate funding to accomplish the provisions of paragraphs D. and E. above."

Councilor Garcia assumed the budget would have to come along with it. It would be another $12,500 that could be found in the budget.

Manager LaPan Hill nodded.

Mayor Webber agreed the money would be found as reasonable support for facilitation.

Councilor Villarreal observed that the FIR currently in the packet reflects the current facilitator and this talks about additional funding for D and E.

Mayor Webber agreed. And all of us agree that this conversation needs to happen.

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

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

Against: None.

Councilor Villarreal pointed out an additional amendment that was passed in committee. The amendment was to insert on page 3, line 18 after the word "force," "which may include exploring innovate approaches to Community Health and Safety, reimagining the current structures and systems in which the City currently operates in examining group causes and identified problems."

MOTION: **Councilor Villarreal moved, seconded by Councilor Rivera, to approve the amendment she just read.**

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

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

Against: None.

Discussion on the Motion as Amended:

Mayor Webber asked Councilor Villarreal and Councilor Rivera, for whom he had so much admiration for taking this project on, now that we have adopted part of the amendment proposed by Councilor Romero-Wirth, that calls for these community conversations, recognizing that those

would not be required to be open, those could be handled by subcommittees and sub meetings if that would help reduce the concern over transparency. He felt the conversations could be private and not subject to public meetings but would not close off transparency. Does this come closer to a compromise that would solve the problem? And is this the middle ground? He thought it does.

Councilor Rivera, in reading it again, thought nothing in Councilor Romero-Wirth's amendment would be a closed meeting. The press could attend these meetings, or others in the community conversations. The Press is part of the community and it could have fifty people attending them. So he didn't believe it addresses what he and Councilor Villarreal were trying to do for the Task Force members.

Mayor Webber asked Ms. McSherry if the community conversations were required to be a public meeting open to all comers or if that were something, they could decide among themselves.

Ms. McSherry was hearing two different means of the term "open meeting." If the meeting was announced to the community as a community conversation, then other people could be there, including members of the Press. If a quorum of the Task Force members were present, it would be subject to the Open Meetings Act, then it must be a public meeting.

Mayor Webber was talking about a small breakout with a few members present to share their experiences.

Ms. McSherry said that would not require it be subject to the OMA and members of the Press would not be required to be there, but they could be attending.

Councilor Romero-Wirth said they could be closed but there was no language to fix it and they would not be protected. It is now 7 pm, and it seems we are not ready to determine it. This is a new issue now. She assumed they would be closed so people could share their experiences. You are saying the focus groups would be open to the public. Do we need to set it aside and work on it some more?

Councilor Rivera just didn't see how we would have the meeting without publicly inviting the community.

Councilor Romero-Wirth agreed. This just identifies another problem. Do we want to sit here longer to fix it?

Councilor Rivera didn't think anyone disagrees that community conversations are important. But the Task Force may need to discuss what is happening and need to share these stories in a non-open meeting. We wanted to include the community all along, so he didn't see how it hurts anything.

Councilor Romero-Wirth asked what will protect the community. Maybe we need language to invite community to a closed meeting to have comfort. She assumed the focus groups would be a private matter. You just found a flaw in what it provides.

Mayor Webber assumed that without a quorum of the Task Force, they could be closed meetings and a summary report shared with the Task Force without identifying the person who shared the story.

Councilor Rivera asked if the Task Force has the option for breakout sessions with a specific number of members to host people coming in for what they are talking about. But he read this as community conversations and felt the Task Force already had the opportunity to do that in breakout sessions.

Mayor Webber agreed. That is the opportunity for those private conversations.

Ms. McSherry didn't want to confuse this, but "community conversations" is not defined there. That doesn't have to be the definition either. It could be designed however the Task Force wants it.

Councilor Romero-Wirth thought if breakouts can be done not in open session without a quorum of the Task Force, it doesn't seem to be a problem.

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

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

Against: Councilor Romero-Wirth.

AMENDMENT OF THE AGENDA:

MOTION: **Councilor Garcia moved, seconded by Councilor Cassutt-Sanchez, to amend the agenda, suspending the remainder of the afternoon session and go directly to the evening session.**

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

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

Against: None.

EVENING SESSION - 7:03 P.M.

16. **ROLL CALL**

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

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

Members Excused

17. **PETITIONS FROM THE FLOOR**

Stefanie Beninato stated regarding racism and financial discrimination, she found that the way her cases were treated were very different than if she had money or was white. She sent Councilor an email asking the City Council to direct the City Attorney Office to negotiate or go to mediation on the Case at 203 East Santa Fe Avenue which involves an important Historic Design Review of regulation and standard and that Mr. Prinz be directed to actually focus on the real issue and that it would be mediated at the Human Rights Commission, which is a secret notebook that was created over a year and a half, not current practices by the Recreation Department. The response to her last week was about not focusing on the real issue and not the matter in the present tense.

There were no other petitions.

18. **APPOINTMENTS**

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

This item was withdrawn under Approval of the Agenda.

19. **PUBLIC HEARINGS**

a. CONSIDERATION OF BILL NO. 2021-5. ADOPTION OF ORDINANCE NO. 2021-6. (Councilor Cassutt-Sanchez, Councilor Abeyta and Councilor Villarreal)
An Ordinance Amending Section 7-1.1 SFCC 1987 to Adopt the Newest Version of the International Energy Conservation Code as Adopted and Amended by the State of New Mexico Construction Industries Division; and Amending Section 7-4.2 SFCC 1987, City of Santa Fe Green Building Code, to Update Code References in Conjunction with the Adoption of the 2018 International Energy Conservation Code as Adopted and Amended by the State of New Mexico Construction Industries Division. (Jason Kluck, Assistant Planning and Land Use Director, jmkluck@santafenm.gov, 955-6729)
COMMITTEE REVIEW:
Quality of Life Committee: 02/3/21
Public Works and Utilities Committee: 02/8/21
Governing Body (request to publish): 02/10/21
Governing Body (public hearing): 03/10/21

Ms. Bustos-Mihelcic read the caption. Director Jason Kluck was present.

STAFF PRESENTATION

Director Kluck explained that the proposed legislation would amend the Energy Conservation Code currently adopted by the City in the Building Code and associated references in the Green Building Code. It would adopt the 2018 International Energy Conservation Code as amended and adopted by the State Construction Industry Division on September 5, 2020. Under State Law, the City's Building Code must meet or exceed the requirements set forth in the State's Building Codes. The City must adopt the changes within six months of adoption by the State. When approved, the City will begin enforcing these new requirements no later than April 1, 2021.

The Energy Conservation Codes are essential today and by increasing the energy conservation on new and remodeled buildings by focusing on efficiency in the primary aspects of the building – thermal envelope, mechanical systems, lighting, etc. which reduce heating, lighting, and energy loads. The Code provides for safety and comfort with indoor air quality standards and proper ventilation and lower energy costs. That can result in significant life-cycle savings and particularly benefit the most economically disadvantaged users.

The City showed leadership by adopting advanced energy efficiency. In 2009, the City adopted the Green Energy Code that required all new construction be subject to a new rating system to meet a minimum threshold. That increased efficiency of Santa Fe homes by approximately 30% and adoption of the 2018 energy code is projected to make buildings 20% more efficient than under the previous version of the Code. Residential construction will still meet the City's Green Code requirements without significant additional required measures at an anticipated cost of less than 1% of median home value in Santa Fe.

PUBLIC COMMENTS

Stefanie Beninato had given a written comment, but she still wondered why commercial has to be less effective than residential. She was particularly concerned about the ventilation because it does require mechanical equipment to meet the ventilation requirements. And opening windows doesn't address that. The biggest thing she would like questions asked is whether a green code expert is needed to review an owner-builder plans – to submit them so the City would approve them. She understood that an owner-builder would have to hire an expert to look at their plan for meeting the code and the City Land Use Department is not going to do that. She thought the City Land Use Staff is being paid to do exactly that. So if there are standards, the Land Use Staff should be conversant with that.

Daniel Werwath expressed his support for this requested change as we think about our electrical standards and other ways we could really prepare and the long time it takes.

Miles Conway said the Santa Fe Homebuilders Association is in favor of this adoption and in favor of that the City has been doing all along. Our 400 builder members have embraced the science of building efficiency and support this move. He just presented to the County how these highly deficient homes can be updated affordably. He had a question for the City Attorney when they noticed on page 6, the reference to Section 405. He believed the City is on Section 406, which is the HERS rating. He was confused why that choice was made.

Jason Rogers, who works in appliance sales for construction of new homes and remodeling, said this would bring much more revenue if the Land Use Staff could speed up permitting.

Bill Roth, homebuilder for over 20 years, said he also spoke last night at the Santa Fe County Board of County Commissioners where "we prevailed 5-0 on upgrading Code." He said it is one of many that is needed if we will get to the net zero (carbon neutral) pledge the City made.

Steve Olmstead, a HERS resident, said he does work with City Building inspectors. He didn't understand the bill, itself, that was earlier referenced on page 6, line 13, which represents the IECC 405. 405 is a completely different path and not related to HERS ratings at all. He wondered if it is typo or if the City was trying to use that to get around the State adopted code.

There were no other public comments, and the Public Comment portion was closed.

QUESTIONS FROM THE GOVERNING BODY.

Councilor Garcia asked Director Kluck if this was going to cost more per person for building or remodeling a home.

Director Kluck clarified this has no added fees.

Councilor Cassutt-Sanchez asked for clarification on the page 6 Section 405 reference.

Director Kluck said he a had lengthy discussion with Mr. Olmstead and explained it is not in error. It was already referenced in the Code and is not a proposed change now, but rather, an existing reference. It is superseded

in the City Code. The ERI is not an equivalent of a HERS rating and it doesn't offer the same assurances as HERS.

Councilor Villarreal had the same question and wanted to make sure that was a reasonable answer. It looks like Stephen Olmstead left but Miles Conway is still on. She wanted to know if that was understandable.

Director Kluck added that the ERI is not excluded but it was superseded by the Green Code. An ERI could be accepted by Building Code people.

Ms. McSherry affirmed the other part was already in the text and not part of this amendment.

Councilor Villarreal just wanted to make sure the original text was correct.

Mr. Olmstead said he knew it was in the original code but 406 is in the new code. It is okay as written but requires a different document. He was okay with it.

Councilor Villarreal asked if we don't need both sections in the language.

Director Kluck was reluctant to answer. He explained that Section 406 is not precluded by approving this.

Mayor Webber asked how this amendment differs from what the County did.

Mr. Olmstead said the County adopted 406 which has ERI. They did it for a different reason – the County doesn't have a building code. It puts enforcement into their code that they didn't have before.

Mayor Webber understood the City needed a different process.

MOTION: **Councilor Cassutt-Sanchez moved, seconded by Councilor Villarreal, to approve Ordinance No. 2021-06, the newest version of the International Energy Conservation Code as adopted by the State.**

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

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

Against: None.

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

COMMITTEE REVIEW:

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

Mayor Webber noted this is a chance for people to express their mind and it is not an action item. There is no resolution to adopt. He observed 35 people in the waiting room.

Mary Mccoy presented the budget to the Governing Body. He said the Governing Body has seen it before with an overview of General Fund revenue and GRT.

She shared a screen showing the organizational structure, fiscal responsibility, credit ratings, budget operations, etc. She showed an Org Chart with Residents at the top.

She next showed the listing of City Funds, now reduced to about 70 from the previous 400 in the last few years. She highlighted both Public Utilities and Public Works, which is the largest department in the City, that together make up almost 40% of all expenses. Community Services is about 6%, Police is about 8%.

She showed the breakout for general operating expenses by category and noted that personnel are the largest share. The MRC and Parks make up about 18% of expenditures. She then broke out by category all revenue for the City. GRT is 25% of all revenue. Reserves helped balance the budget during the pandemic. She provided an analysis of the GRT revenue for the year. During the last half of 2020, GRT revenue fell by $202 million.

PUBLIC COMMENT

Karen, a City employee, asked for raises this year.

Matt Segura, President of the Santa Fe Homebuilders Association, thanked Director McCoy for her presentation on the budget. He explained the way the pandemic affected construction. This was not a problem the City created. He looked forward to working with the Mayor and Land Use Staff in the coming fiscal year.

Kim Shanahan, 51 Herrada Road, said we need to find at least 20% for the Office of Affordable Housing. Whatever Director Brown has proposed is not enough. The Governing Body needs to remind him that his department faces a crisis here in our City. Funding the Affordable Housing Trust Fund (AHTF) for at least $5 million in the coming fiscal year should be a minimum commitment.

There is so much more to be done. The private sector, represented by local builders and developers, could easily build single family detached homes for young families, first in Tierra Contenta. That would represent hundreds of future homes that are languishing because of financing hurdles the City could help overcome. As a community, we must recognize that these infrastructure hurdles need the help of the City's bonding capacity to overcome the financial roadblocks. Funding AH Trust Fund is a first step. Show us the money and we will show you the houses.

Miles Conway – Rio Medio and serving as executive officer for Santa Fe Homebuilders Association and on the Santa Fe Affordable Housing Coalition. He asked the Governing Body to fund the Trust Fund challenges us to solve the housing problems in Santa Fe. We know the data for the Trust Fund. It creates all kinds of economic activity – jobs not just in construction but across the spectrum.

He also echoed Mr. Segura on the process. If Land Use is adequately funded at rates adequate to attract the additional professionals, we need. He gave a quick shout out to the great City team. He spoke of growing up with trips on the train and loving the conductor. He said the Association is in the process of canvassing members on the chance to work with the City Staff. But we need a conductor to answer the phone.

Maxine Sandoval for the local 3999 and read her statement. Raises are of utmost importance for our morale support and budget an amount for raises. We always ask for it but not as a handout or a show of appreciation. We make sure you have clean running water. We make sure the permits are submitted correctly and expect their safety. They make sure your computer is running properly, phones are answered, questions are answered, information prepared for every meeting, to keep the City operating. City employees are worthy of being rewarded for all they do. Please show the employees they are appreciated with raises in the budget and an acknowledgement for their dedication to the City.

Rob Morlino – Marketing Director for Homewise said he was also in support of the Affordable Housing Trust Fund. Each dollar leverages $14 in the Trust Fund. Working families cannot afford to live in Santa Fe, even with both making minimum wage. It is critical for the long-term economic viability for us on an agreed amount of $3 million annually.

Bill Roth said he was here as a builder again to reiterate that housing construction is one of the largest amounts of GRT revenue for Santa Fe. Land Use handles it, so staffing and budget need to be increased on the online permitting process and it would take the weight off other staff who must do in-person work. The City needs a person just to answer and return phone calls and emails. Even just a couple of days/week for answers to questions of the public.

Daniel Werwath – New Mexico Inter-Faith Housing, said the Council heard from him in the past two weeks. Just getting the money into the Trust fund will help to make sure of enough capacity in the Housing Department with Staff to handle the second round of AHTF allocations. The perpetuity of the budgeting encourages adopting a certain level of funding each year.

On the Land Use Department, the City needs to invest in long-term planning and dealing with growth problems. Getting in front of that will help a lot. But we can't if we continue arguing about the number of stories, etc.

Miguel Acosta – Santa Fe Mutual Aid. This has been a difficult year and relations further strained. Santa Fe is a network of relationships composed of small businesses, neighborhood, and community institutions that share our hard-won wealth with the people we elect, with the understanding they will help provide for our welfare. That is our social contract. Certain sectors of the population have privilege and the pandemic just magnified these inequities. Barriers were already in place prior to the pandemic. We need an equity audit and resources reallocated with a serious investment in capacity building. And for dialogue, we need a government that reflects the population, and we need to participate in our own languages and in our own time. One of the things we don't have is an equity framework for the budget based on the audit with equity and social justice and no racism.

Jessica Gilford - Santa Fe City Librarian, Community Service Department, asked the Governing Body to provide for employee raises. We have worked harder than ever before during the pandemic. She has worked here for seven years and gotten a 2% raise in that whole time.

Elena Valdez – District 3 resident and librarian in Community Services at the Southside Branch, speaking in support of AFSCME raises. "During my short time working with the City at the library, I see those at the library take pride in their work, even if they don't' get paid enough to live in Santa Fe. I encourage the City to raise wages because you won't attract young people to work here without raises. Please give us raises."

R John Nervaes – District 3 lifelong resident, working for City Parking Division. lifelong resident, born here, living on Maez Road in District 3 – work in parking division. People he works with have worked for the City for many years. He chatted with the Mayor at the Christmas party last year. He noted that a co-worker who has worked for the City for 14 years makes sixty cents per hour more than he does. People come here sharing their skills with constituents to have nobody having our back. Please set

aside money in the budget for raises. Many have already spoken about how hard they work. It is pride. Mr. Acosta hit it from the heart. He asked the Council "to please keep our concerns in your heart."

Kathy Garcia – organizer with Chainbreaker, said they have 700 dues paying members, the bulk of who are low-income people of color. "Our members will feel the effect of this budget and are looking forward to the processes for recovery. We must do all we can to avoid an austerity budgeting mindset. People are hurting and now, more than ever, we need to lead with equity and support people where the need is greatest. We ask that the City follow its own lead and find solutions in the same spirit and intent of the distribution of the CARES Act Fund of last year. When it prioritized families in neighborhoods with the highest numbers of evictions, those neighborhoods most impacted by the pandemic closures and infections. Chainbreaker right now, is in the middle of writing research reports, investigating the impact and efficacy of the eviction moratoria with publication of our findings in the coming months. Our findings indicate that neighborhoods with elevated risk of eviction, had rates drop dramatically during the moratoria. So there were some effective solutions. What we know, however, is that in the coming months, as we reopen and recover, the risk of eviction in these neighborhoods not only remains but indeed escalates and threatens to expand citywide. The entire City will feel its effects, nonetheless. People are facing evictions in our City. Estimates say that 5000. So we ask that our numbers are also pedestrians and youth transit. We look forward to working with City for open negotiations.

Katheryn Hildebrand, former Housing Planner in Albuquerque, and Albuquerque resident, urged the Council to fund AHTF with $3 million. Albuquerque has a trust fund also. And the local trust fund is essential for Affordable Housing development. So it is far above the value of the money from the budget. It is local money to serve as a match for philanthropic giving. It is flexible funding. As needs shift, the use of Trust Fund money can shift.

You have heard from other speakers about the robust housing construction in Santa Fe and that builds the capacity of nonprofits to build and rehabilitate housing for the community – some with private funds. It stabilizes living so people can live here and that benefits the city from GRT and making this a true community of people who live and love Santa Fe.

Kate Noble, Santa Fe Public Schools Board President, 54 Epson Street in the lovely Torreon neighborhood, thanked the Council for their service and City Staff for hard work. She said she was speaking only on her own behalf. She was here to ask the Council to prioritize AH in this budget. It

is the transformational force, and $3 million is a modest amount compared with the budget. We get back a lot from it. Our teachers cannot afford to live and work here. This is foundational for our educational system. We need educators who live here. And they don't need to rent here forever. There is a lot to consider, and you need to be courageous. The Office of AH has been understaffed for a long time. Everything depends on having people living here who work here.

Aaron Moore said he works with the Affordable Housing Coalition and in support of fund to ensure constant affordability for those with very low incomes. This investment has multiple ways to expand resources. It creates a path to financial success for our residents. The Albuquerque trust fund serves as a good model. Thanks for your time.

Mary Ann Maestas, Santa Fe resident in her late twenties and asking for funding for equity and quality of life investments. This is also for investment in local people and our local community with housing options for her parents and those younger than her who were raised here. Many of us feel left behind when coming back after college. We can't find a place we can afford. And we don't all inherit a house nor can live with our parents.

Bree Silery, Communications Director for New Mexico Coalition to end homelessness. She asked the Council to please put $3 million, $5 million, or $10 million in the AHTF. Many families or individuals are priced out of their homes. While some may have their own vehicles, others must resort to public transportation. This severely limits their housing options. They need to have enough money to pay for the basic essentials, food, medication, and housing. We call for the maximum investment in this trust fund to ensure that options are available across the entire spectrum of housing.

Dianna Woods thanked the City Council and Staff for your service and hard work. She represented Essential Dwellings Inc. whose mission is to build affordable housing for low-income seniors so they can stay here in Santa Fe after they have worked here their whole lives. Many seniors experience housing instability. It is stress for them, not knowing where they will go. It is constant daily worry. She has many friends in that position. So they started Essential Dwelling. $3 million is less than 1% of the budget and it affects everything. She asked what Santa Fe is turning into. This should be a priority. Everybody is doing a great job. We just need to change our priorities and think about our people who have worked here their whole lives. Please fund this.

Michelle Bright thanked the Council for all that they do. She was the Youth Services librarian at the Library. "When we closed, and with a hiring

freeze, we were doing more to meet needs. I'd like to see money appropriated to ASFCME for my colleagues making $10-13 per hour which is not a livable wage in Santa Fe. Raises are needed to continue providing the community with the services we love to provide. We would like to continue to do so.

Stefanie Beninato appreciated the presentation by Mary McCoy and the chart and for the opportunity to comment. She was amazed how little is devoted to Affordable Housing, given all the talk about it and for community engagement. She urged especially that much more is invested in AHTF. It is not just for young people but elderly too. She also noted that Arts and Culture has very little funding, and with the culture crisis last year, it should have an increase. Construction has helped get us through and that should have a budget increase. She said recreation should be called wellness centers. They keep us healthy and give social interaction to people. She was concerned about the low pay for lifeguards because they have a high turnover. They are one of the few groups that requires drug testing, which is a big deterrent.

Rosario Torres thanked the Council for the opportunity to speak. Her concern was for the affordable housing in Santa Fe. She serves on the Community Development Commission and, for the last three years, she has seen the requested camper funding. It is heartbreaking to her how they impact people in negative ways and this funding would provide more positive impact. The City needs a permanent housing fund for the Affordable Housing Trust Fund, and it needs to be more than $3 million. When the City has homes that are selling for $5 million or $10 million, it is obvious that we can afford it. People who buy those homes could afford to pay into the AHTF. That is one option but not the only one. The City also needs to consider the land trust for groups that can afford to build affordable housing and be responsive to specific needs as was previously mentioned, to seniors. She encouraged the City to do everything in its power to restore the money the city workers lost during the pandemic due to the furloughs. This was not the first time that the lower tiers of the City workers lost benefits, health insurance, and income. That should be restored and increased.

Travis Kellerman said he lives in Albuquerque but is a frequent visitor to Santa Fe. He echoed what many other speakers have said in support of the Trust Fund. He spoke briefly about the relocation of very wealthy people to Santa Fe which is really depleted housing by placing them out of reach for most working families. Albuquerque really set a model for the Trust Fund. The rising cost of housing brings the threat of unaffordable rent or homelessness. The AHTF needs at least $3 million to get started. It also needs more for the Land Use Department in the budget. He hoped all Councilors would support this.

Marie Velasco, a library technician, living in District 4, speaking in support of the AFSCME raises. City employees are the heart of the City. They work hard and do it in an amazing job, especially during the pandemic. Please consider these raises. Thank you.

Bridgit Dixon, present CEO of the Santa Fe Chamber of Commerce, said she sits on the Board of the Santa Fe Housing Action Coalition. She expressed the Chamber's support for the Trust Fund. It will hep and strengthen our work force, support the local economy, generate tax revenue for the local government, and is environmentally sound. It reduces community expenses and mostly helps the quality of life. The Chamber also supports public transportation. Please support this very important initiative.

Michael Barrio, Director of the Santa Fe Housing Action Coalition said as many have said, we have a housing crisis in Santa Fe and how it affects life. Please devote at least $3 million to the AHTF. As recommended by the first Mayor's Task Force in December 2019, to ensure housing can address the problem from homelessness to foreclosure, he added city after city studies on housing have shown that homelessness has a distinct financial tipping point. When rents reach a third of household income, that point begins to happen. He advocated strongly for dedicated staff funding to implement the Trust Fund without undue burdens. Please fund the SHTF with a minimum of $3 million per year.

Rachel Thompson had a very bold outrageous thought. She was looking at a headline from November 13, 1992 that said City Council Okays Affordable Housing Fund. It is always at a crisis. This is happening everywhere in the US that have economies based primarily on tourism. Lack of Affordable Housing is destructive to a successful tourism business. And it is not going away. It needs to be addressed in a permanent way. The Governor in late 2019, when a was bill passed and began a new organization in Economic Development to promote outdoor recreation all across the state. It was a new area of tourism. One core value was sustainable Economic Development. We cannot keep growing out tourism without focusing on housing. They come here for our culture. We should link Affordable Housing funding to Short-term Rental funding with a $5 charge on every B&B per night and market it.

Tomas Rivera, speaking on behalf of Chainbreaker Collective, said we deeply appreciate this process tonight – bringing a voice to the most vulnerable. We are optimistic in this bold approach of the City for those in most need for assistance and services devoted to equity. We are encouraged by that. It is a precedent already set. The next series on

evictions will be released in a couple of weeks. The recommendations will be informed by the data and is the product of much hard work of local and national nonprofits. We are committed to the partnerships for housing to the most impacted, both during the pandemic and for a long time to come.

Mark Garcia, a frontline worker at BDD to supply clean drinking water for the City, urged a union raise this year. We have gone without raises for several years.

Roger Carson, President of the Santa Fe Association of Realtors with over 100 realtors, is in support of increasing the City budget to meet the affordable housing needs of our community. The Association supports the innovative work of the Office of Affordable Housing. Purchase of a downtown hotel is an indication. As we move into the final stage of the pandemic, this down payment support and sustainability are needed and need to be expanded. We urge the Council to increase investment in the Affordable Housing Office and the AHTF. Thanks.

John Paul Daniel using his wife's phone, said he lived on the south side and work with lots of nonprofits like Chainbreaker and YouthWorks, and think now, more than ever, support for affordable housing with $3 million annually is super important. Thank you for all your work. Please consider that funding. We would greatly appreciate it.

Alba Blandis said she came to hear what everyone had to say. She is part of a group of neighbors here to increase quality of life in District 3. Thank you for your time and effort and for answering emails. This is an outpouring of concern and she urged the Council to help. What people have said about displacement is true. We have experienced it. She related how she could not pay taxes on a small house they had in Aspen and had to leave. She urged the Council to do their best to save our people.

Rebecca Wurzburger wanted to add perspective. We have got years and years of not being able to address this trend and, given what will happen in next few years, this is indeed your issue and our issue. "I'm grateful for the support of AHTF. Please put a minimum of $3 million into it.

Tom couldn't unmute his computer to speak.

Mayor Webber asked him to send an email to have his voice heard or a letter.

Mary McCoy said she took notes. She thanked everyone who took time to join us. We look forward to considering recommendations and suggestions and advocacy tonight. She asked Ms. Bustos-Mihelcic if anyone submitted written comments.

Ms. Bustos-Mihelcic believed they were all sent out but would check with Ms. Cardenas again.

Mayor Webber thanked everyone who spoke. There will be more opportunities going forward.

BRIEF RECESS

Councilor Garcia requested a short break and resume with the afternoon schedule.

The meeting recessed at 9:00 and resumed at 9:10 pm at the remainder of the afternoon agenda.

11. DISCUSSION/ACTION ITEMS

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

Ms. Bustos-Mihelcic read the caption for this request. Ms. Glorioso-Moss is present.

MOTION: Councilor Villarreal moved, seconded by Councilor Abeyta, to approve the Cooperative Agreement as proposed.

Discussion on the Motion:

Ms. Glorioso-Moss described the item. This is cooperative funding to design the ramp on Guadalupe with $300,000 from NMDOT and $43,679 Santa Fe match. It needs approval today and sent to DOT by Monday or else there would be no funding from them.

Councilor Cassutt-Sanchez asked if the funding would cover the entire cost.

Ms. Glorioso-Moss explained this funding is only for the design and then will come construction. The City will apply for more funding for the construction.

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

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

Against: None.

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

COMMITTEE REVIEW:

Public Works and Utilities Committee: 03/08/2021
Governing Body: 03/10/2021

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

MOTION: **Councilor Villarreal moved, seconded by Councilor Vigil Coppler, to approve the BAR as requested.**

Discussion on the Motion:

Ms. Glorioso-Moss explained this is for all NMDOT funds and the City does not receive the funds except in reimbursement. The BAR is needed to proceed with the project.

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

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

Against: None.

c. Request for Authority for the City Attorney's Office to Finalize Terms, and Mayor to Execute, a Cost Sharing Agreement with the County of Santa Fe and Las Campanas Water and Sewer Cooperative for the Lease-Purchase of Energy Efficiency Equipment and Improvements to be Performed Under the Energy Savings Performance Contract with Yearout Energy to Reduce the Energy Use of the Buckman Direct Diversion

Project, Consistent with the Terms of the Parties' Joint Powers Agreement. (Regina Wheeler, Public Works Director, rawheeler@santafenm.gov, 955-6622)

COMMITTEE REVIEW:

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

Ms. Bustos-Mihelcic read the caption for this item. Director Wheeler was present.

MOTION: Councilor Vigil Coppler moved, seconded by Councilor Romero-Wirth, to approve the Cost-Sharing Agreement with Santa Fe County for energy savings as proposed.

Discussion on the Motion:

Director Wheeler explained the item is an integral part of the energy savings program for lighting across the City to solarize everything possible in the City. Part of the agreement is to get energy generation from BDD and part of it is in the next agenda item. This establishes the role of the partners involved. The City will share costs with the County related to water usage and is not an equal sharing of costs.

The County has a resolution authorizing their work on the agreement. This is part of our entire energy savings project. They wanted very much to participate, and we are confident the negotiations will happen before the deadline.

Ms. McSherry clarified that a couple of terms came up regarding a tax issue and Las Campanas. This is not at a final agreement yet. But we need the authority to complete the agreement.

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

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

Against: None.

d. Request for Approval of an Agreement with the Buckman Direct Diversion ("BDD") Board Allowing for the Installation of Energy Efficiency Equipment and Improvements at the BDD Project and Providing for the Transfer of Such Equipment and Improvements to the BDD Board.

(Regina Wheeler, Public Works Director, rawheeler@santafenm.gov, 955-6622)

COMMITTEE REVIEW:

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

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

MOTION: **Councilor Vigil Coppler moved, seconded by Councilor Romero-Wirth, to approve the Agreement with Buckman Direct Diversion Board as proposed.**

Discussion on the Motion:

Director Wheeler, in an overview, explained the BDD Board is giving authority to install this energy savings equipment and improvements at BDD including advancement of solar energy generation. The BDD Board will be responsible for the improvements.

The Governing Body had no questions.

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

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

Against: None.

AMENDMENT OF THE AGENDA:

MOTION: **Councilor Romero-Wirth moved, seconded by Councilor Lindell, to Amend the Agenda to consider Communications from the Governing Body now.**

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

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

Against: None.

17. **COMMUNICATIONS FROM GOVERNING BODY**

A copy of the introduction of Bills and Resolutions is incorporated herewith to these minutes as Exhibit 1.

Councilor Cassutt-Sanchez said how it has been a year since we met in Chambers. It will be wonderful to see everybody in person soon. She appreciated everyone here. It has been so long, and she missed seeing everyone in person.

Councilor Lindell thanked her partner, Maria Sanchez for always standing by her and going through the journey with her. It is hard on families. Thank you to all your families. Families also serve quietly sometimes and sometimes loudly. "I am deeply grateful to my partner of 25 years that she supports me in this work that I absolutely love."

Councilor Villarreal was thinking about a year ago and wondered if we can have our meetings together in person with a hybrid combination of staffers with electronic capability. Thanks.

Councilor Abeyta wanted to cosponsor what Councilor Romero-Wirth is introducing.

Councilor Vigil Coppler added her name as cosponsor of Councilor Rivera's resolution regarding fire restrictions in the drought.

She asked the City Manager about the hiring freeze.

Manager LaPan Hill replied the City can begin hiring people now.

Councilor Vigil Coppler said, although the Council has not talked about it, she knew some hiring was going on.

She recognized and congratulated a class of the Santa Fe Fire Department for Advanced EMT Certification. They took the national test this past weekend and she thanked everyone who passed the test. To see their hard work is a good testament on the training still going on at the Fire Department. We have good quality personnel to take it on. The seven-week program just finished and several EMTs passed it and there is a lot of joy there.

The EDAC met today with Rich Brown and Fabian Trujillo. She heard at the meeting that Fabian is retiring on March 26. It was a sad meeting because Fabian has been there a long time. What a joyous time for him. He has contributed greatly to EDAC. Everyone will miss him, and she will miss him at the committee meetings.

Councilor Garcia was excited that we went green today. But urged everyone to continue to ride the safe roller coaster and take it on to turquoise. And the American Rescue Plan passed today. It was another big win for our country. He gave a shout out to all who helped us through this past year – all the essential workers. Folks have kept us safe during the year. He is looking forward to the day we can get together and give each other hugs and back slaps and high fives. Lastly, he reminded everyone it is a season of change with kids going back to school and businesses opening. But let's keep each other safe. Happy beginning of March.

Councilor Rivera introduced a Resolution proclaiming an extreme drought conditions and restricting the sale and use of fireworks within the City of Santa Fe and other fire activities. This must be a monthly thing. The State set it up on a monthly basis. He thanked Councilor Abeyta and the Boys and Girls Club and Parks Director McDonald for doubling the size of the community gardens. It took a lot of work. He only dug a six-inch hole and is still a little sore. He asked City Manager LaPan Hill to convey thanks to the Parks team and their crews.

A copy of Councilor Rivera's Resolution on drought is incorporated herewith to these minutes as Exhibit 2.

Councilor Romero-Wirth signed on to Councilor Rivera's resolution on fire restrictions.

She introduced a Resolution supporting the creation and management of Tree Smart Santa Fe, a comprehensive canopy project in the City of Santa Fe.

A copy of Councilor Romero-Wirth's resolution on Tree Smart Santa Fe is incorporated herewith to these minutes as Exhibit 3.

Mayor Webber called attention to the remarkable achievements of Corporal Rachel Rael, who is a daughter of Santa Fe and 2018 graduate of SFHS, who was recognized by the USMC as the 2020 Marine Corp Marine of the year. She was one of 70 candidates for the honor. She is a third generation Marine, stationed in Okinawa Japan.

Also tomorrow is one-year of the pandemic declaration. We've lost a lot of people – friends. We have been transformed by this disease and are not out of it yet today. Green is a community achievement. We were quick to respond and fortunate our City Manager was the Deputy Secretary during the Obama Administration and was quick to see how important masks are. We were quick with protection for our homeless people and recently the City was written up for no fatalities among our homeless

population and quick on moratorium on evictions. Now as we see more vaccinations, we can begin healing and recovery and opening in a safe way. It has been a long year. And teams showed courage and effort and we owe them thanks. Hopefully soon will be back on track.

12. **MATTERS FROM THE CITY MANAGER**

Manager LaPan Hill gave shout outs to Staff.

16. **MATTERS FROM THE CITY CLERK**

Ms. Bustos-Mihelcic reported 2021 contracts are online now and the RFP for CHART is posted now.

13. **MATTERS FROM THE CITY ATTORNEY**

Ms. McSherry recommended going into executive session to discuss two items which she identified.

EXECUTIVE SESSION
In Accordance with the New Mexico Open Meetings Act, Specifically NMSA 1978, Section 10-15-1, Part (H)(7), Attorney-Client Privileged Discussion Regarding Threatened and Pending Litigation in Which the City of Santa Fe Is a Party, Including, but not Limited to, American Federation of State, County, and Municipal Employees, Council 18, AFL-CIO, Local 3999 v. City of Santa Fe, PELRB Case No. 106-20 and Buckman Direct Diversion Board v CDM Smith, et al., First Judicial District Court Case No. D-101-CV-2018-01610. (Erin K. McSherry, City Attorney, ekmcsherry@santafenm.gov, 955-6512 and Marcos Martinez, Assistant City Attorney, mdmartinez@santafenm.gov,955-6502)

MOTION: **Councilor Garcia moved, seconded by Councilor Villarreal, to go into executive session to discuss the matters listed on the agenda as recommended by the City Attorney.**

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

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

Against: None.

The Governing Body went into executive session at 9:46 pm.

The Governing Body executive session ended at 10:56 pm.

MOTION: **Councilor Garcia moved, seconded by Councilor Cassutt-Sanchez, to return from executive session, stating for the record that discussion was limited to the matters listed on the agenda.**

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

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

Against: None.

20. **ADJOURN**

Having completed the agenda and with no further business to come before the Governing Body, the meeting was adjourned at 10:59 p.m.

Approved by:

_____
Mayor Alan Webber

ATTESTED TO:

_____
Kristine Bustos Mihelcic, City Clerk

Respectfully submitted by:

Carl G. Boaz

Carl G. Boaz, Council Stenographer

21. **UPCOMING PUBLIC HEARINGS**

a. Special Governing Body Meeting – April 6, 2021 – Zia Station
b. Special Governing Body Meeting – April 8, 2021 – Zia Station

GOVERNING BODY MEETING
EXECUTIVE SESSION
March 10, 2021

The Governing Body of the City of Santa Fe met in an executive session duly called on March 10, 2021 beginning at 9:49 p.m.

The following was discussed:

In Accordance with the New Mexico Open Meetings Act, Specifically NMSA 1978, Section 10-15-1, Part (H)(7), Attorney-Client Privileged Discussion Regarding Threatened and Pending Litigation in Which the City of Santa Fe Is a Party, Including, but not Limited to, American Federation of State, County, and Municipal Employees, Council 18, AFL-CIO, Local 3999 v. City of Santa Fe, PELRB Case No. 106-20 and Buckman Direct Diversion Board v CDM Smith, et al., First Judicial District Court Case No. D-101-CV-2018-01610. (Erin K. McSherry, City Attorney, ekmcsherry@santafenm.gov, 955-6512 and Marcos Martinez, Assistant City Attorney, mdmartinez@santafenm.gov, 955-6502)

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

STAFF PRESENT
Jarel LaPan Hill, City Manager (Attended Virtually)
Erin K. McSherry, City Attorney (Attended Virtually)
Kristine M. Mihelcic, City Clerk (Attended Virtually)
Marcos Martinez, Assistant City Attorney (Attended Virtually) (Left at 10:08 p.m.)
Nancy Long, Outside Council (Attended Virtually) (Left at 10:08 p.m.)
Dan Frost, Outside Council (Attended Virtually) (Left at 10:08 p.m.)
Mary McCoy, Finance Director (Attended Virtually) (Entered at 10:10 p.m.)
Bernadette Salazar, HR Director, (Attended Virtually) (Entered at 10:10 p.m.)
Chris Ryan, Assistant City Attorney, (Attended Virtually) (Entered at 10:10 p.m.)

There being no further business to discuss, the executive session adjourned at 10:56 p.m.

Kristine Mihelcic (Mar 25, 2021 16:07 MDT)

Kristine M. Mihelcic, City Clerk

GOVERNING BODY MEETING OF
March 10, 2021
BILLS AND RESOLUTIONS SCHEDULED FOR INTRODUCTION
BY MEMBERS OF THE GOVERNING BODY

EXHIBIT ONE
GB March 10, 2021

Co-Sponsors	Title*	Tentative Committee Schedule*
Mayor Alan Webber		
Councilor Roman "Tiger" Abeyta		
Councilor Jamie Cassutt-Sanchez		
Councilor Michael J. Garcia		
Councilor Signe I. Lindell		
Councilor Chris Rivera		
	A RESOLUTION PROCLAIMING SEVERE OR EXTREME DROUGHT CONDITIONS MAY EXIST IN THE CITY OF SANTA FE; IMPOSING FIRE RESTRICTIONS; RESTRICTING THE SALE OR USE OF FIREWORKS WITHIN THE CITY OF SANTA FE AND PROHIBITING OTHER FIRE HAZARD ACTIVITIES.	Quality of Life Committee – 4/7/21 Governing Body – 4/14/21
Councilor Carol Romero-Wirth		
	A RESOLUTION SUPPORTING THE CREATION AND MANAGEMENT OF TREESMART SANTA FE, A COMPREHENSIVE TREE CANOPY PROJECT IN THE CITY OF SANTA FE.	Quality of Life Committee – 3/17/21 Finance Committee – 3/22/21 Public Works and Utilities Committee – 3/29/21

This document is subject to change.

		Governing Body – 3/31/21
Councilor JoAnne Vigil Coppler		
Co-Sponsors	**Title***	**Tentative Committee Schedule***
Councilor Renee Villarreal		
Co-Sponsors	**Title***	**Tentative Committee Schedule***

* Subject to change

Introduced legislation will be posted on the City Attorney's website, under legislative services. If you would like to review the legislation prior to that time or you would like to be a co-sponsor, please contact Jesse Guillen, 505-955-6518, jbguillen@santafenm.gov or Jeff Norris, 505-955-6692, jtnorris@santafenm.gov.

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-__

INTRODUCED BY:

Councilor Christopher M. Rivera

A RESOLUTION

PROCLAIMING SEVERE OR EXTREME DROUGHT CONDITIONS MAY EXIST IN THE CITY OF SANTA FE; IMPOSING FIRE RESTRICTIONS; RESTRICTING THE SALE OR USE OF FIREWORKS WITHIN THE CITY OF SANTA FE AND PROHIBITING OTHER FIRE HAZARD ACTIVITIES.

WHEREAS, the danger of range fires, grass fires, forest fires and structure fires is very high or extremely high in and around the city of Santa Fe; and

WHEREAS, the weather in Santa Fe has been dry and windy, contributing to the present very high or extremely high fire risk, and it is predicted that the windy and dry weather will continue into the coming weeks, causing progressively worsening fire conditions; and

WHEREAS, due to abnormally low winter precipitation, United States forest service data indicates very high or extreme fire danger presently exists; and

WHEREAS, it is anticipated that drought conditions will be present for the foreseeable future; and

WHEREAS, the probability of ignition of materials likely to serve as fuel for fire is

presently extremely high in the city of Santa Fe; and

WHEREAS, if the city experiences a fire that burns out of control in the watershed, 40% of the city's water resources are at serious risk of complete loss or substantially reduced capacity; and

WHEREAS, if the city experiences a fire that burns out of control in populated areas, it may be necessary to evacuate and relocate affected residents; and

WHEREAS, SARS-CoV-2 (COVID-19) 2020-21 Pandemic is complicating suppression operations being experienced on wildland fires in New Mexico; and

WHEREAS, pursuant to N.M. Stat. Ann. Section 60-2C-8.1, the governing body of a municipality is authorized to restrict the sale or use of fireworks within the boundaries of the municipality if severe or extreme drought conditions exist.

NOW THEREFORE BE IT PROCLAIMED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Section 1. This resolution shall be deemed a proclamation within the meaning of Section 60-2C-8.1 NMSA 1978 and Section 12-3.9 SFCC 1987.

Section 2. As per Section 60-2C-8.1 NMSA 1978, the Governing Body anticipates severe or extreme drought conditions may exist within the boundaries of the city of Santa Fe based upon current drought indices published by the national weather service and other relevant information supplied by the United States forest service.

Section 3. The governing body restricts the sale or use of fireworks to the maximum extent possible permitted in Section 60-2C-8.1 NMSA 1978.

A. The sale or use of the following fireworks is specifically prohibited within the city limits:

(1) aerial devices:

(a) aerial spinners;

(b) helicopters;

(c) mines;

(d) missile-type rockets;

(e) roman candles;

(f) shells; and

(g) stick-type rockets;

(2) ground audible devices:

(a) chasers; and

(b) firecrackers.

B. All fireworks within any lands covered wholly or in part by timber, brush or native grass are prohibited.

Section 4. An exception to the above restrictions is public displays of fireworks in strict conformance with the requirements and conditions set forth in Section 12-3.3 SFCC 1987 and as approved by the City of Santa Fe fire chief.

Section 5. Pursuant to Section 12-3.9 SFCC 1987:

A. Any individual, firm, partnership or other entity found in violation of the above restrictions shall be deemed guilty of a misdemeanor and shall be punished by imprisonment for up to ninety (90) days or a fine not to exceed five hundred dollars ($500), or both.

B. Each and every occasion on which this section is violated shall be considered a separate offense.

BE IT FURTHER RESOLVED that:

Section 1. Due to severe or extreme drought conditions and wildland fire conditions, the Governing Body hereby prohibits the following activities, in accordance with the International Fire Code® as adopted by §12-2.1 SFCC 1987:

A. Open burning, including campfires, bonfires, pit barbecues;

B. Burning of weeds, trash, or other vegetation;

C. Using charcoal barbecue grills in public parks and recreation areas;

D. Smoking in public parks, recreation areas, or on any public trail; and

E. Using any motorized all terrain vehicle or motorcycles on city owned open space, parks, trails, or other recreational areas, except for the Motocross Track located off of the 599 Relief Route.

Charcoal barbecuing at a residential structure is permitted if the fire is closely monitored and fire-extinguishing equipment, such as a garden hose or fire extinguisher, is readily available.

Section 2. Pursuant to Section 1-3.1 SFCC 1987:

A. Any individual, firm, partnership or other entity found in violation of the above restrictions shall be deemed guilty of a misdemeanor and shall be punished by imprisonment for up to ninety (90) days or a fine not to exceed five hundred dollars ($500), or both.

B. Each and every occasion on which this section is violated shall be considered a separate offense.

BE IT FURTHER RESOLVED that the Governing Body recognizes that Section 60-2C-8.1 NMSA 1978 only allows municipalities to adopt fire restrictions for 30 days at a time and no less than 20 days prior to a holiday for which fireworks may be sold. Therefore, to ensure that there will be no lapse in the fire restrictions imposed by this resolution, the Governing Body may impose these fire restrictions at any subsequent meeting date hereafter to ensure that such fire restrictions are in place during extreme or severe drought conditions and wildland fire conditions.

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2021.

ALAN WEBBER, MAYOR

ATTEST:

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:

ERIN MCSHERRY, CITY ATTORNEY

EXHIBIT THREE
GB March 10, 2021

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-__

INTRODUCED BY:

Councilor Carol Romero-Wirth

A RESOLUTION

SUPPORTING THE CREATION AND MANAGEMENT OF TREESMART SANTA FE, A COMPREHENSIVE TREE CANOPY PROJECT IN THE CITY OF SANTA FE.

WHEREAS, trees can provide significant environmental benefits to a city, including moderating the local climate, improving air quality, conserving water, and harboring wildlife; and

WHEREAS, trees in Santa Fe increase property values, enhance the economic vitality of business areas, and beautify the community; and

WHEREAS, planting trees and maintaining older trees provides an opportunity for community interaction, volunteerism, economic development, and environmental conservation; and

WHEREAS, trees, wherever they are planted, are a source of joy and renewal; and

WHEREAS, trees provide environmental benefits for present and future generations to enjoy; and

WHEREAS, those benefits vary by tree species and placement of trees within the environment; and

WHEREAS, scientifically oriented tree management can maximize the benefits achieved from trees and minimize any negative consequences associated with certain species or placements; and

WHEREAS, Resolution No. 2009-129 directed the City to celebrate National Arbor Day, create the Municipal Tree Board, and work toward becoming a National Arbor Day Foundation Tree City USA, of which the City of Santa Fe has been for 10 years; and

WHEREAS, the health, safety, and general welfare of the public and the conservation and protection of the natural resources of the City of Santa Fe and its values necessitates the implementation of a comprehensive, strategic, and cross-sectoral program to maintain a healthy tree canopy in the City of Santa Fe.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that staff is directed to lead and implement TreeSmart Santa Fe, a comprehensive, equitable, and strategic initiative to increase and maintain a healthy urban tree canopy in Santa Fe, including but not limited to:

1. Develop, coordinate, and maintain environmental data with equity-based prioritization and City staff direction for a phase-in model. TreeSmart will focus on highest-need areas first and expand as resources allow as directed by City staff.
2. Work and collaborate with non-profit and other community organizations to engage residents in planning and implementing equitable projects that provide for the canopy needs of the City.
3. Work with City staff, the Municipal Tree Board, and the River Commission to coordinate an assessment of the extent of the current urban tree canopy cover. Assist City staff, to complete an inventory of trees on public lands.
4. Annually recognize Arbor Day with a tree-planting celebration that encourages residents to plant trees and take advantage of the benefits of City parks and our

current tree canopy.

5. Consider public and private lands and varying projects, incentives, and programs to replace lost trees, minimize heat islands, and increase the canopy cover.

6. Develop a City of Santa Fe Urban Forest and Tree Canopy Plan.

7. Conduct a Canopy Pilot Project to test the methods utilized, complete needed canopy assessments, and kick start a larger long-term effort to preserve and restore an appropriate urban tree canopy in the City of Santa Fe.

8. Develop and conduct public outreach to promote the Canopy Project and the Santa Fe River watershed.

9. Develop educational materials and provide training and education of volunteers with respect to watershed issues that relate to canopy cover and urban tree management.

10. Create an app or handbook for the City to increase community awareness of the techniques of planting and maintaining plant canopy and community understanding of the value of the benefits of our urban forest in Santa Fe.

11. Identify and work to secure additional funding by means of applying for funding on the City's behalf via private donations, grants, company sponsorships, CIP, legislative funding, and bonds.

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

_____

ALAN WEBBER, MAYOR

:

_____

KRISTIN MIHELCIC, CITY CLERK

APPROVED AS TO FORM:

_____

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2021/Resolutions/TreeSmart Santa Fe Support

Written Report to Governing Body

Time Period Covered: 3/3/21 to 3/24/21

1. POLICE DEPARTMENT

COVID Info Calls 3/3/2021-3/24/2021

1. 3/6/2021 @ 3:10 pm- COVID INFO 7350 Plaza Central (Swan Park)

Report of 50 people having a BBQ at location. No one is wearing masks.

Per officer, the mother had passed away. All people in a group and all are wearing memorial t-shirts. Contact was made, and no citations issued. The family was in the process of leaving.

Time Received 3:10pm

Dispatched 3:40pm

Arrived 3:43pm

2. 3/18/2021 @ 4:59 pm- COVID INFO 3521 Zafarano Drive (TJ Maxx)

Report of customer not abiding by 6ft social distancing rule.

Per officer store was called and spoke with manager. Contact, No report required.

Time Received 4:59pm

Dispatched 6:31pm

Arrived 6:31pm

COVID Mask Calls 3/3/2021-3/24/2021

3. 3/3/2021 @ 1:34 pm- COVID MASK 268 Camino de las Crucitas (Frank Ortiz Park)

Report of a lot of people not wearing masks.

Per officer no contact.

Time Received 1:34pm

Dispatched 1:45pm

Arrived 2:03pm

4. 3/4/2021 @ 9:22am- COVID MASK 113 Placita de Oro (Zia car wash)

Report of car wash employee not wearing mask.

Per officer area was checked and officer did not observe any car wash employees working in the area. No contact.

Time Received 9:22am

Dispatched 10:37am

Arrived 10:37am

5. 3/7/2021 @ 2:01pm- COVID MASK 1043 Alto St (Alto Park)

Report of people playing soccer not wearing masks.

Per officer, no report required.

Time Received 2:01pm

Dispatched 5:29pm

Arrived 5:29pm

6. 3/7/2021 @ 2:28pm- COVID MASK 7350 Plaza Central (Swan Park)

Report of 30 people not wearing masks.

Per officer, appropriate social distancing observed. People eating at a table only ones not wearing masks. No report required.

Time Received 2:28pm

Dispatched 3:23pm

Arrived 4:02pm

7. 3/7/2021 @ 2:43pm- COVID MASK 63 Lincoln Ave (Santa Fe Plaza)

Report of 10-15 people not wearing masks.

Per officer, no contact.

Time Received 2:43pm

Dispatched 5:13pm

Arrived 5:13pm

8. 3/11/2021 @ 6:03pm- COVID MASK 4250 Cerrillos Rd (Villa Linda Park)

Report of people gathered at park and kids not wearing masks.

Per officer, park is empty. No report required.

Time Received 6:03pm

Dispatched 6:33pm

Arrived 6:40pm

9. 3/19/2021 @ 10:41am- COVID MASK 3221-A Rodeo Rd (GCCC Center)

Report of 30-40 kids not wearing masks at skate park.

Per officer, 3 people observed at park. No report required.

Time Received 10:41am

Dispatched 10:44am

Arrived 10:44am

10. 3/21/2021 @ 4:28pm- COVID MASK 63 Lincoln Ave (Santa Fe Plaza)

Report of native dancers, and lots of people not wearing masks.

Per officer, all people cleared from the plaza. No report required.

Time Received 4:28pm

Dispatched 5:48pm

Arrived 5:48pm

Average Dispatch time (from call to officer dispatched)

- COVID Info 1hr 1 minute
- COVID Mask 1hr 14 minutes

Average Response time (Dispatch Officer to Arrival at location)

- COVID Info 0 minutes
- COVID Mask 16 minutes

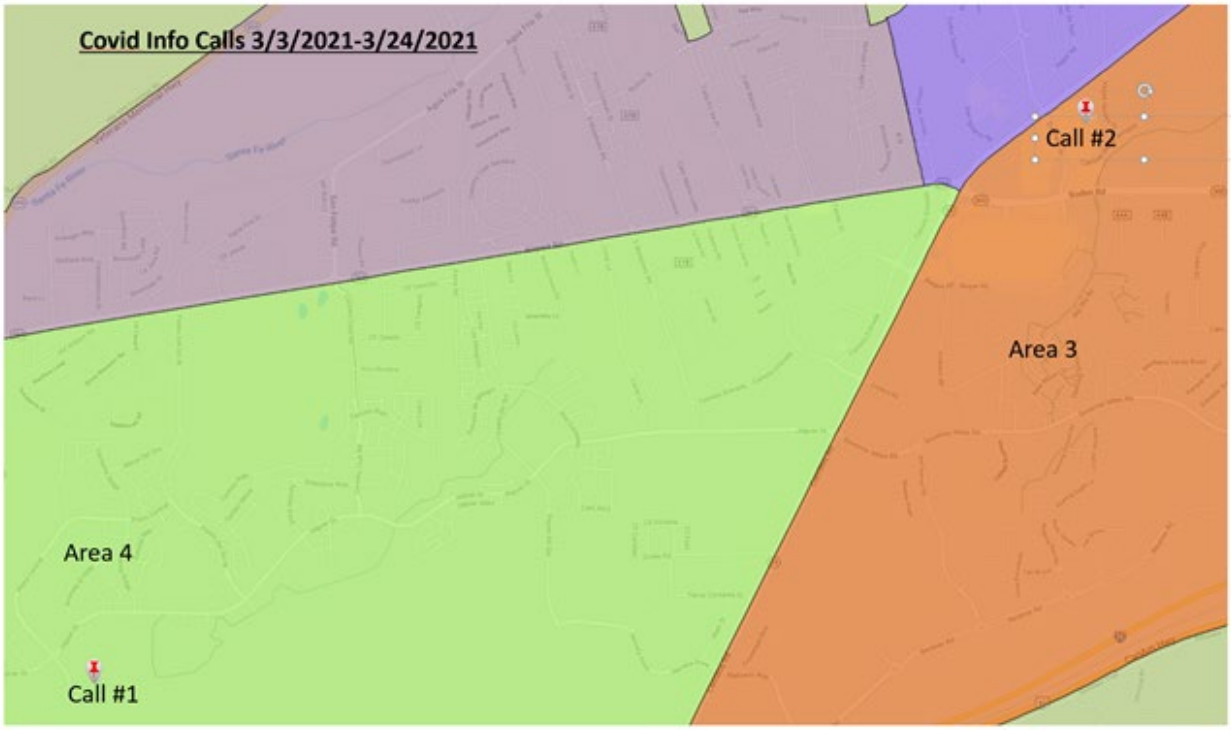
COVID Mask Citations to Date

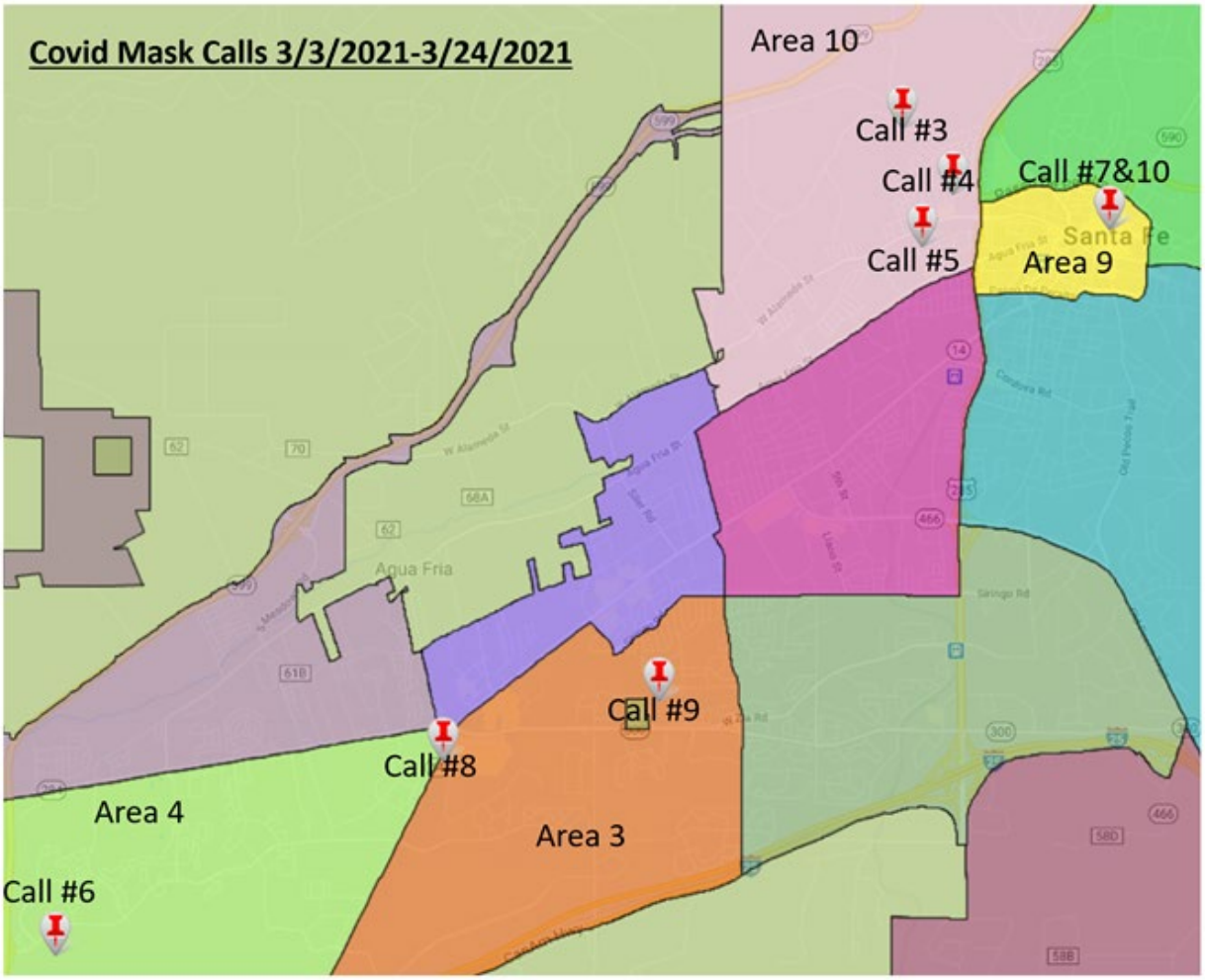
- 22 Citations Issued
    - 10 Citations
    - 12 Warning Citations
    - 9 of the 22 citations are related to Operation for your health and safety (please refer to page 3).
        - § Of the 12 warning citations two (2) were Public Health Order Warning Citations issued by Bike Officers during Operation for your health and safety.

Repeat Calls (Since 12/16/20):

- 301 W De Vargas (Department of Labor Park area) 3 Calls
- 1221 Flagman Way (Gym) 2 Calls
    - Both calls, business was determined to be in compliance.
- 66 E San Francisco St (Plaza Galeria) 2 Calls
    - No information provided in either call
- 3695 Cerrillos Rd (Green Tree Inn) 2 Calls
- 7401 Cerrillos Rd (Lithia Dodge) 2 Calls
- 600 North Guadalupe (Market Street) 2 Calls
- 7350 Plaza Central (Swan Park)

· 63 Lincoln Ave (Santa Fe Plaza)





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2. Fire Department

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

1. Number of calls related to COVID-19:

11 incidents known or suspected to be COVID-19 related.

a. The SFFD COVID-19 dedicated ambulance responded to **11** calls total, **3** of which were documented as known or suspected to be COVID related.

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

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

2 The county or State of origin (By residence) for the transfer that have available data as follows.

87701 Las Vegas NM
87507 Santa Fe NM
87732 Mora NM
87026 Laguna NM

57107 Sioux Falls SD
88418 Des Moines NM
87517 Taos NM
80134 Parker CO
87532 Espanola NM

1. HUMAN RESOURCES

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

Department	Number of Cases Reported March 5, 2021-March 25, 2021
Police	1
Total	1

A. Number of cumulative positive cases among City employees since March 2020, categorized by City department:

As of March 25, 2021

Department	Active	Resolved	Grand Total
Community and Economic Development	0	1	1
Community Engagement	0	1	1
Community Services	0	7	7
Finance	0	3	3
Fire	0	23	23
General Government	0	2	2
Human Resources	0	1	1
ITT	0	1	1
Land Use	0	1	1
Police	1	15	16
Public Utilities	0	20	20
Public Works	0	26	26
Recreation	0	5	5
Tourism	0	3	3
Grand Total	**1**	**109**	**110**

Whether or not the City employees that test positive have been in City facilities since during their period of infection, and if so, when they were in said facilities:

When the City HR Department becomes aware of a positive case, the HR team completes a thorough exercise with the employee who has tested positive to identify

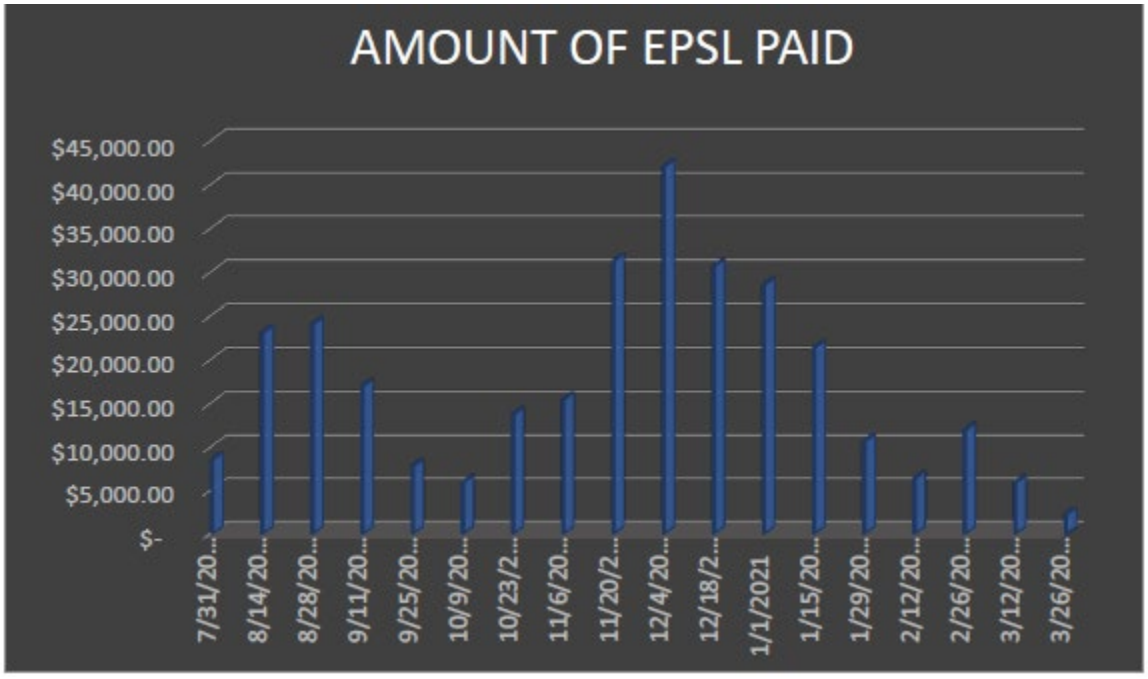
if the employee was at a City facility or worksite and if yes, when. If the employee was at a City facility or worksite, the department works with HR and the City Manager to determine if a closure is necessary. The area is cleaned and sanitized in addition to the regularly scheduled cleaning and sanitizing schedule.

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

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

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

Pay Period	Pay Date	Number of Employees Who Utilized EPSL	Number of Hours Granted	Amount of EPSL Paid
July 11, 2020 July 24, 2020	7/31/2020	14	556	$ 8,614.76
July 25, 2020 - August 7, 2020	8/14/2020	45	1497.75	$ 23,075.59
August 8, 2020 - August 21, 2020	8/28/2020	29	1281	$ 24,073.26
August 22, 2020 - September 4, 2020	9/11/2020	22	882.5	$ 17,008.33
September 5, 2020 - September 18, 2020	9/25/2020	22	379	$ 7,802.31
September 19, 2020 - October 2, 2020	10/9/2020	11	400	$ 5,942.47
October 3, 2020 - October 16, 2020	10/23/2020	18	794.5	$ 13,758.90
October 17, 2020 - October 30, 2020	11/6/2020	19	757	$ 15,451.41
October 31, 2020 - November 13, 2020	11/20/2020	42	1595	$ 31,287.40
November 14, 2020 - November 27, 2020	12/4/2020	55	2130.5	$ 42,072.24
November 28, 2020 - December 11, 2020	12/18/2020	42	1549.25	$ 30,689.84
December 12, 2020 - December 25, 2020	1/1/2021	38	1502.25	$ 28,598.84
December 26, 2020 - January 8, 2021	1/15/2021	28	1092	$ 21,369.05
January 9, 2021 – January 22, 2021	1/29/2021	18	507.75	$ 10,694.64
January 23, 2021 – February 5, 2021	2/12/2021	11	351.5	$ 6,387.89
February 6, 2021- February 19, 2021	2/26/2021	17	679	$ 12,001.21
February 20, 2021 – March 5, 2021	3/12/2021	11	346.5	$ 5,920.70
March 6, 2021 – March 19, 2021	3/26/2021	4	124	$ 2,168.81


AMOUNT OF EPSL PAID
$45,000.00
$40,000.00
$35,000.00
$30,000.00
$25,000.00
$20,000.00
$15,000.00
$10,000.00
$5,000.00
$-
7/31/20...
8/14/20...
8/28/20...
9/11/20...
9/25/20...
10/9/20...
10/23/2...
11/6/20...
11/20/2...
12/4/20...
12/18/2...
1/1/2021
1/15/20...
1/29/20...
2/12/20...
2/26/20...
3/12/20...
3/26/20...

4. EMERGENCY MANAGEMENT & SAFETY

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

Item	Unit of Issue	Qty Received	QTY Issued	QTY On-Hand
Hanes Masks	PK (5ct)	5200	0	5254
Disposable Surgical Masks	PK (50ct)	0	1	413
KN95	BX (50ct)	0	0	1011
IR Thermometers	EA	0	2	21
Disposable Face Shields	EA	0	2	1454
Nitrile Gloves Small	BX (100ct)	100	0	116
Nitrile Gloves Med	BX (100ct)	100	7	369
Nitrile Gloves Large	BX (100ct)	100	8	363
Nitrile Gloves X-Large	BX (100ct)	100	0	100
Caution Tape	RO	0	0	166
N95 Makrite	BX (40ct)	0	1	67
N95 3M	BX (20ct)	0	0	0
Gerson N95	BX (20ct)	0	0	36
NOTE: Inventoried 03/25/2021 for Qty On-Hand. Qty Received/Issued for period 3/5/2021 thru 3/25/2021.				

In addition to the above items, OEM has 22,5000 hanse masks for public distribution. We are finalizing the plan to distribute to individuals and households from libraries and recreations centers. Economic Development will support distribution to small businesses and targeted special populations.

The Joint City/County drive thru vaccination event on Friday 3/26 was a great success.

City of Santa Fe, New Mexico

memo

Date: March 26, 2021

To: Governing Body – March 31, 2021

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

CC: Jarel LaPan Hill, City Manager JLH

Subject: Action Memo for Moving Forward with the Midtown Development

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ITEM & ISSUE:

The Exclusive Negotiation Agreement between KDC/Cienda Partners and the City of Santa Fe has been terminated. The City could move forward with another master developer, select projects or tenants, or cancel the Request for Expression of Interest (RFEI). The Evaluation Committee reviewed and scored the remaining proposals, and I contacted all the Master Developers who submitted proposals. For the reasons described below, and as the Procurement Manager for RFEI, I am canceling the RFEI. The City Manager and I have consulted on this decision and are in agreement.

Attached is a detailed technical memo, which addresses detailed analysis for the determination.. In brief, I recommend the City immediately start the zoning, planning, demolition, and remediation process for the Midtown Campus to increase the land value of the property, retain control over the process, and begin immediate, alternative processes that will bring high caliber projects to the campus to meet the community's goals for development.

The City has received legislative funding for the Midtown Campus and we have both a team of staff and contractors who can move forward quickly with zoning and development planning for approvals and get this development project moving forward more rapidly than if we linked up with another master developer in the near term. The timeframe for the City conducting zoning and development planning is 16-18 months, beginning immediately. Staff and contractors, as directed by Resolutions 2017-78 and 2018-54, will move this project forward as addressed in the attached technical memo. During this period, the Governing Body will be asked to approve any new large contracts and amendments, revised budgets, planning, zoning, and financial structures to move this process forward.

What follows is an Action Plan with 9 elements designed to provide a work program moving forward and a timetable for accomplishing these critical tasks.

ACTION PLAN

1. CITY AS MASTER DEVELOPER

The City will take on the role of preparing Midtown for planning and development. This lets us move faster and with more control by the Governing Body and more input from the people of Santa Fe. For that reason, we're canceling the RFEI. We will continue to be in contact with the previous respondents and others who have contacted us who have expressed interest as we move forward with zoning and development planning. We're taking back control of our own Midtown destiny, and will move to implement a series of initiatives to move the overall project forward.

2. SITE REZONING (Development Framework Plan)

The City will contract with an outside consultant who will become the applicant for a rezoning. We have a number of options that we are exploring and will be issuing a solicitation to local firms for planning and zoning services. This work can begin within the next three months (FY22). As with any zone change, it will need to go through the planning and approval process.

- Project Owner: City Land Use Staff, Strategic Economics/Opticos, Local Planning Firm (contracted applicant)
- Timeline: Contracting (3 months); Zoning Entitlements (approx 12 months)
- Governing Body Review and Approval:
    - Zoning and Planning Contractor
- Estimate Costs: TBD – Due by May 15

3. PLAN FOR INFRASTRUCTURE (Main Roads & Utilities)

As part of the rezoning/master plan application, the City will move forward with infrastructure planning and site development. This work will include items such as: clearing grounds, mitigating site conditions, planning phased development of main utility lines (electric, water, sewer, gas, data fiber) and primary road(s). These are the issues that we identified over the last year as needing to be addressed to add value to the site and make it ready for overall development.

- Project Owner: Project Manager, Public Works, Public Utilities Staff and Strategic Economics/Opticos team (current contractor)
- Timeline: Up to 16 months
- Governing Body Review and Approval:
    - Budgets and contracts for undertaking horizontal development
    - Property disposition terms and agreements
    - Public engagement is pursuant to the Resolution 2018-54 passed by the Governing Body in August 2018
    - Development framework plans
    - Regulatory land use and zoning
    - Public financing structures and funds allocation
- Estimate Costs: TBD – Due by June 30th

4. REUSE EXISTING BUILDINGS FOR COMMUNITY PURPOSES

- **Buildings of interest: Library Complex, Arts Center, Performing Arts Center**

City Staff will undertake the work of identifying early projects and programs that we can pursue to begin development at Midtown. The most immediate opportunities involve the Library Complex, Arts Buildings and the Performing Arts Center. Note, there will be some continuous use, but keeping in mind that there would be no build-outs, no new uses until zoning and development planning approvals have been obtained.

- Project Owner: Project Manager, Public Works Staff
- Timeline: Current and up to 6 months
- Governing Body Review and Approval:
  - Memorandum of Understanding with users (lessees)
- Estimate Costs: TBD – Due by June 30th

5. PREPARE SITE AND BUILDINGS FOR REUSE AND REDEVELOPMENT

City Staff will immediately identify buildings to be kept and put into productive use and buildings that need to be torn down so development can take place. The $1 million allocation just made by the State to the City for Midtown site preparation will be of enormous help in moving forward rapidly on this step.

1. Demolish substandard buildings
2. Remediate negative site conditions
3. Establish vacate terms in temporary leases based on incremental development phasing

- Project Owner: Midtown Project Manager, Public Works Staff, STT Teams
- Timeline: Current and up to 9 months
- Governing Body Review and Approval:
  - Building Demolition contracts
  - Site remediation contracts
  - Renewal Leases for new uses
- Estimate Costs: TBD – Due by July 30

6. GARSON STUDIOS COMPLEX

City Staff will move forward immediately to look for productive and financially advantageous ways to promote the Garson Study Complex. First step is to meet with our State Film Office partners, then our Film Industry and Education partners (including high profile, national production companies). One opportunity that has emerged over the last year is a proposal to use the Garson Studios to access and establish a new model for a Premiere Film and Multimedia Studios and Film School.

- Project Owner: Project Manager, STT Teams

- Timeline: Currently under lease, but up to 9 months
- Governing Body Review and Approval:
  - Film Production Lease with long term contractor
  - Memorandum of Understanding with educational institution
- Estimate Costs: TBD – Due by August 30

7. IDENTIFY PARCELS FOR MIXED INCOME AND AFFORDABLE HOUSING DEVELOPMENT

City Staff will work with local developers and non-profits to identify immediate opportunities for a project that would take Midtown parcels that could be developed as affordable housing, mixed income and mixed use projects.

- Project Owner: Project Manager, STT Teams, Strategic Economics/Opticos (current contractor)
- Timeline: identify parcels up to 6 months as part of development planning process
- Governing Body Review and Approval:
  - MOU with developers
- Estimate Costs: TBD – Due by August 30

8. **ACCESS AND ESTABLISH A PUBLIC FINANCING MECHANISM**

City Staff will work immediately to explore the advisability of establishing some form of a public finance structure(s), such as Metropolitan Redevelopment Act, Tax Increment District, or other public finance instrument or organization.

- Project Owner: Project Manager, STT Teams and Strategic Economics (current contractor)
- Timeline: Up to 9 months
- Governing Body Review and Approval:
  - Metropolitan Redevelopment District Resolution
  - If MRD path, Resolution for 'Blighted Site' designation
  - Various bond, Tax Increment Financing, Opportunity Fund approvals
- Estimate Costs: TBD – Due by July 30

9. PUBLIC ENGAGEMENT FOR DEVELOPMENT PLANNING

City Staff will build on existing Midtown Planning Guidelines to engage the public in the zoning and planning processes. This process (under way) will Identify and Inform key development policies, programs, and land uses.

- Project Owner: Project Manager, STT Teams, UNM DPAC Team (current contractor)
- Timeline: Currently underway, align with zoning and land use, completed end of Q4 2021
- Governing Body Review and Approval:

    - Any new Memorandum of Understanding with public engagement contractor
- Estimate Costs: No new costs

Attachment: Midtown Incremental Development technical details memo

MIDTOWN

Date: 31MAR2021
To: Governing Body of the City of Santa Fe

From: Daniel Hernandez, Proyecto, Midtown Project Manager

Via: Richard Brown, Director, Economic and Community Development
Jarel LaPan Hill, City Manager, City of Santa Fe

Subject: **Midtown Moving Forward**
Zoning, Master Planning Development and Investment
Next Steps

PURPOSE
The purpose of this document is to describe viable and clear next steps for moving forward with the redevelopment of the Midtown Site.

PUBLIC GOALS
AS the City moves forward, the primary objective is for the City to diligently manage the process for ensuring that the City is better positioned to maximize opportunities for achieving shared public goals at the Midtown Property:

- ***Development Goals***: land uses that create a dynamic live, work, learn, play environment.
- ***Economic Goals***: public investment to create land value that reduces or eliminates the City's financial operating obligation and provides the opportunity to incorporate community development benefits into the reuse and redevelopment.
- ***Community Goals***: public engagement that serves as the underpinning for achieving a broad spectrum of housing, economic, and other community and sustainable development objectives.

CORE STRATEGIES

1. **Cancel the RFEI Solicitation**
    a. Ensure Governing Body has clear stewardship and oversight

2. **Initiate City-Driven Infrastructure Development**
    a. Engage the Public
    b. Rezone Midtown and Create the Development Framework
    c. Initiate early state projects
        - Reuse Buildings and Redevelop Parcels
        - Create a Premiere Garson Studios

Note: Please refer to Exhibit: Next Steps for more detailed information. Following is a brief summary of Next Steps.

Why. Development challenges were highlighted during the RFEI's Exclusive Negotiation Agreement period. Moving forward with another master developer would continue and potentially exacerbate these challenges. In particular, the existing scope of work from the RFEI hinders private sector investment and limits City's ability to achieve shared public goals. In direct response to these development challenges, City staff established focused Strategic Tactics Teams (STTs) to develop action-oriented, informed, tactics to achieve specific outcomes. The key tactics and related next steps and outcomes are described below.

What. The City will move forward as the zoning, infrastructure and master planning developer (horizontal development). This development typically refers to zoning, clearing grounds, mitigating site conditions, planning phased development of main utility lines (electric, water, sewer, gas, data fiber) and primary road(s). Undertaking these initial horizontal development investments positions a site for vertical development (building).

When. The City will take this horizontal development next steps over the next 16-18 months. And be completed prior to disposing of the property. Completing horizontal development prior to disposition creates higher levels of certainty and reduces risks for developers and development, while also increasing land value.

Who. Key City Directors and Staff and a focused consultant team will organize to undertake and complete a series of horizontal development tactics. In addition, they will continue to meet with the multi-disciplinary, inter-departmental Midtown Steering Committee. Key City Staff include:

- Richard Brown – Director, Economic and Community Development
- Eli Isaacson – Director, Land Use
- Regina Wheeler – Director, Public Works
- Alexandra Housing – Director, Affordable Housing
- Mary McCoy – Director, Finance
- Brad Fluetsch – Finance
- Sam Burnett – Public Works

Recognizing that City Directors and Staff require additional capacity and support, the following consultant team, some of which are currently part of the Midtown Project Team, will continue the work with a clear focus on horizontal development tactics:

- Daniel Hernandez – Proyecto, Midtown Redevelopment Project Manager
- Dena Belzer – Strategic Economics, Midtown Financing Analyst
- Stefan Pellegrini – Opticos, Midtown Development Framework Planner
    - Note: Opticos team includes engineers experienced in sustainable infrastructure
- Michaele Pride – UNM Design & Planning Assistance Center (DPAC), Midtown Public Engagement Manager
    - DPAC team includes community-based organizations experienced in community engagement

The horizontal development tactics will require additional consultants on the team (contracts approved by Governing Body) that will be locally-based companies with Santa Fe and New Mexico experience, including:

- Planning and Zoning Consultant - Applicant entity for rezoning
- Infrastructure Engineering
- Mechanical, Electrical, Plumbing (MEP) and Structural Engineering
- Site Assessment Consultants

Future Governing Body Approvals. During the horizontal development process, the Governing Body will be asked to review and approve the following:

- Budgets and contracts for undertaking horizontal development
- Property disposition terms and agreements
- Public engagement is pursuant to the Resolution 2018-54 passed by the Governing Body in August 2018
- Development framework plans
- Regulatory land use and zoning
- Public financing structures and funds allocation

EXHIBIT: NEXT STEPS

CANCEL THE RFEI

The primary benefits of canceling the RFEI are to:

- Removes legal barriers for issuing more specialized solicitations on zoned parcels and pre-identified sites for specific land uses and with clearer delineation of developer responsibilities regarding infrastructure and other horizontal development tasks.
- Use the next phase of public engagement to ensure that future solicitations achieve community and sustainable development objectives informed.
- Positions the City to lead negotiations and achieve public development, economic, and community development goals for the Midtown Property.

A. The horizontal development tasks are activities that the City may have led and/or funded (partially or fully) in a master development strategy, which would have been negotiated during the Exclusive Negotiation Agreement (ENA) period. Cancelling the RFEI provides the opportunity for faster, more specific outcomes than restarting with a different master developer and ENA process and gives the City much greater control over project delivery, especially with regard to aligning future development with community goals for the Midtown Property.

B. The RFEI scope of work no longer matches the types of initial horizontal development activities that the City must undertake to overcome redevelopment challenges and prepare the site for development. These redevelopment challenges will continue to confront future prospects for disposition and development to achieve public goals if not addressed upfront. For example:

- *Site Due Diligence.* RFEI required respondents to perform various site due diligence activities. By canceling the RFEI, the City is positioned to address due diligence and thereby increase land value, reduce risk, and increase development certainty. ***Governing Body approves budgets and contracts for undertaking horizontal development.***
- *Land Disposition – Land Valuation*. RFEI provided for the negotiation of disposition to occur during the ENA period between the City and master developer. Through phased disposition managed by the City, incremental development provides the City with more control over the phasing and types of disposition and land valuation negotiations based on the level of investment that the public sector has taken to prepare the site for development. ***Governing Body approves final disposition terms and agreements.***
- ***Community Outreach & Engagement***. RFEI requires the selected respondent to coordinate with the City to in public engagement activities. The City has contracted with the University of New Mexico (UNM) Design and Planning Assistance Center (DPAC) to undertake a dynamic, unbiased, people-oriented, value-driven approach to public engagement. These services would have been more complex if they also included a master developer. Public interests around land uses and other community and sustainable development objectives are included the next phase of the public engagement process. **Governing Body adopted *Resolution 2018-54 in August 2018, regarding public engagement.***

- *Development Plan and Schedule*. RFEI requires the selected respondent to coordinate a development plan. After it cancels the RFEI, the City will create a development plan for implementation by developers. The development plan will be a framework to provide for developers to conduct standard financial analysis, designing, financing, and implementing specific incremental development plans in response to future solicitations that the City will issue. ***Governing Body approves the Development plans.***
- *Development Approvals*. RFEI requires selected respondent to obtain all regulatory development zoning approvals and construction permits. After cancelling the RFEI, the City will proceed with coordinating an application process for land use approvals as part of the development framework planning process. Construction permits will be the responsibility of developers for specific projects in an incremental development strategy. ***Governing Body approves regulatory land use and zoning approvals are approved by the Governing Body.***
- *Development Financing. The* RFEI requires the selected respondent to develop financing structures for securing finance for horizontal and vertical development and for financing proposed projects, but it also permits the developer to use the City's public financing tools. As such, the horizontal development tasks are activities that the City may have led and/or funded (partially or fully) in a master development strategy. After canceling the RFEI, the City will proceed with horizontal activities with the goal of increased land value, reduced risks, and increased development certainty. Land economic analysis is included in the City's consulting team scope of work to evaluate levels of investment and return that may be expected to achieve public development, economic, and community goals. ***Public financing structures and appropriations are approved by the Governing Body.***
- *Other Scope of Work Items.* The RFEI requires the selected respondent to undertake other standard activities related to the development of projects. These activities will be included in future solicitations' scopes of work.
    - Design and Construction
    - Property and Asset Management
    - Business Enterprise
    - Inclusionary Zoning
    - Coordination and Coordination with Public Agencies
    - Taxes
    - Insurance

COST BENEFIT ANALYSIS

- To be created to illustrate variables
- Compares pros/cons to demonstrate why City-driven horizontal development strategy achieve higher level of objectives
- To be completed for presentation to Governing Body by April 2021

VARIABLES	PRIVATE MASTER DEVELOPER	CITY HORIZONTAL DEVELOPER
Time		
Money		
Risk		
Limitations / Flexibilty		
Public Goals		

INITIATE CITY-DRIVEN ZONING, INFRASTRUCTURE AND MASTER PLANNING DEVELOPMENT

1. **Increase Land Value**
   Reduce Investment Risk / Increase Development Certainty

2. **Engage the Public**
   Identify and Inform key development policies, programs, and land uses

3. **Proceed with Early Projects**
   Reuse Buildings and Redevelop Sites

1. Create Land Value

Reduce Investment Risk / Increase Development Certainty

A. Re-Zone, Development Framework, Infrastructure Plan

I. Land Use and Zoning

Lead: Eli Isaacson (Director, Land Use)
Zoning Application: Local Planning Firm (procured through solicitation)
Advisor: Opticos (consultant currently on project team)

- Rezone and utilize a broad range of allowable uses in the C2 zone and the LINC Overlay to encourage a vibrant, mixed-use environment.
- Establish specific development standards to ensure predictable and flexible build-out, informed during the ENA and Charrette process, and the consultant team.
- Align rezoning and public engagement process.
- Rezone site to C2 to allow access to the Midtown Overlay zoning incentives for the type of development that achieves community development objectives, such as affordable housing, green infrastructure and building, and other sustainable development goals.
- Assess appropriate district area to maximize potential of public financing structures, e.g. Metropolitan Redevelopment Act (MRA), Tax Increment Financing (TIF) This district will encompass an area larger than just the Midtown site, including the LINC district, to facilitate better development and financing strategies in this key part of the City.

II. Development Framework Planning

Lead: Eli Isaacson (Director, Land Use)
Consultant: Opticos (consultant currently on project team)
Advisor: Local Planning Firm (procured through solicitation)

- Develop a site capacity study with a development program.
- Identify and prioritize access points for increased connectivity and circulation with a focus on pedestrian and bike access.

- Create development phasing strategies that provide for incremental disposition and development within a cohesive framework.
- Integrate stormwater management and other sustainable site strategies.

II. Utility, Stormwater, and Main Spine Infrastructure Planning
Lead Project Manager: Sam Burnett (coordinate City utility, water, public works departments to ensure Director level involvement)
Consultant: Opticos sub-consulting engineers (sub-consultants currently on project team)
Consultant: Local/ Regional Engineering firm (procured through solicitation, as necessary)

- Use existing infrastructure for early disposition and development.
- Assess and Identify future infrastructure needs to support incremental development, including phases, cost estimates, and funding sources.

B. Prepare Site for Reuse and Redevelopment
Lead: Regina Wheeler (Director, Public Works)
Project Manager: Sam Burnett (Public Works)
Demolition/ Construction: Local firm(s) (procured through solicitation)

I. Demolish substandard buildings
II. Remediate negative site conditions
III. Establish vacate terms in temporary leases based on incremental development phasing

C. Structure Public Finance Instruments
Lead: Mary McCoy, Brad Fluetsh (Director, Finance)
Co-Lead: Richard Brown (Director, Economic Development)
Consultant: Strategic Economics (consultant currently on project team)

I. Determine and establish most effective public finance structure(s), such as Metropolitan Redevelopment Act, Tax Increment District, other.

2. Engage the Public

Identify and Inform key development policies, programs, and land uses

A. Move beyond Midtown Planning Guidelines to engage the public in zoning and planning process.
Lead: Alexandra Ladd, (Director, Affordable Housing)
Consultant: University of New Mexico, Design & Planning Assistance Center with Santa Fe Art Institute, Little Globe (consultant team under contract)
Advisor: Proyecto (consultant on project team)

I. Engage the public in land use and development objectives discussions that will inform zoning and the development framework
   a. Implement the Midtown Public Engagement Plan to inform and engage people in process, progress, and meaningful input.
   b. Post and update engagement calendar of events on the Midtown District website and the Culture Connects website managed by the City's public engagement process – UNM Design & Planning Assistance Center (DPAC).
   c. Create the ***Midtown Sustainable and Community Development Plan*** identifying outcomes of the engagement process, including key development policies, programs, and land uses focused on equitable and sustainable development.

B. Continue to issue public reports and presentations in the spirit of facilitating a "Community of Learning":

Lead: Richard Brown, (Director, Economic Development)
Consultant: Proyecto (consultant on project team)

I. Progress Reports – monthly to City Council and included in City Council meeting packages. Reports are posted on the Midtown District website for public access.
II. Project Presentations – monthly at City Council hearings. Presentations are posted on the Midtown District website for public access.

3. Proceed with Early Projects

Reuse Buildings and Redevelop Sites

A. Initiate Reuse of Existing Buildings to achieve development goals:

i. Inspect existing building identified for reuse to establish baseline required structural, mechanical, electrical, plumbing, and code improvements and costs. (Baseline to be negotiated as part of disposition terms.)

ii. Premiere Film and Multi-Media Studios and Film School
- Garson Studios

iii. Public Purpose Buildings:
- Arts Center
- Library Complex
- Performing Arts Theater

B. Initiate Early Phase Development to achieve sustainable and community development goals:

a. Mixed-Income and Affordable Housing Development (mixed-use if feasible)

ESTIMATED COSTS:

- To be completed and presented to Governing Body by end of April, 2021

Zoning, Infrastructure and Master Planning Development Costs (estimated and rounded)

* Project Consultant Team (currently on project team)	$X
Development Framework Plan (Opticos + sub-consultant engineers)	
Public Finance and Economic Analysis	
Development Project Management	
Planning Firm (zoning application)	$X
Infrastructure Assessments	$50,000
Building Assessments	$250,000
Environmental Site Assessments	$16,000
Site Remediation	$X
Demolition	$X
Rehabilitation (baseline improvements)	$X
Site Survey	$25,000
TOTAL	$X

* Amount represents additional costs to complete horizontal development activities. However, it should be noted that much work undertaken during the RFEI and ENA will be applied to the horizontal development scope of work.

SCHEDULE

- 16 month highly graphic schedule for zoning, infrastructure and master planning development
- Will illustrate achievements and outcomes
- To be completed by end of April 2021

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

m) Request for Approval of Collective Bargaining Agreement (Union Contract) Between the Santa Fe Police Officer's Association and the City of Santa Fe. (Ben Valdez, Deputy Chief of Police, bpvaldez@santafenm.gov, 505-955-5040)

Committee Review:
Quality of Life Committee: 3/17/21
Finance Committee: 3/22/21
Governing Body: 3/31/21

FINANCE COMMITTEE ACTION:

Approved on consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

01/13/21

ACTION SHEET
ITEM FROM QUALITY OF LIFE COMMITTEE MEETING OF 03/17/2021
FOR CITY COUNCIL MEETING OF 03/31/2021

ISSUE:

Request for Approval of Collective Bargaining Agreement (Union Contract) Between the Santa Fe Police Officer's Association and the City of Santa Fe. (Ben Valdez, Deputy Chief of Police, bpvaldez@santafenm.gov, 505-955-5040)

Committee Review:
Quality of Life Committee: 3/17/21
Finance Committee: 3/22/21
Governing Body: 3/31/21

QUALITY OF LIFE COMMITTEE ACTION: Approved on discussion agenda. Councilor Villarreal moved this item from the consent agenda to the discussion agenda.

SPECIAL CONDITIONS OR AMENDMENTS:

SEND TO:
Governing Body

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

City of Santa Fe New Mexico

Memo

DATE: March 10, 2021

TO: Governing Body
Finance Committee
Quality of Life Committee

VIA: (3-10-21)
Andrew Padilla, Chief of Police

FROM: B. Valdez DC 3/10/21
Ben Valdez, Deputy Chief of Police
Lead Negotiator for the FY 2020-2021 Management Team

RE: **2020/2021 Union/Management Negotiations with the Police Officer's Association**

BACKGROUND AND SUMMARY:

The City of Santa Fe's management team has completed contract negotiations with the Police Officer's Association for fiscal year 2020/2021. The agreement has been ratified by the Police Officer's Union. Below is a brief summary of the items negotiated.

- **Section 16 Compensation** - We removed previous contract language in reference to the last salary increases in FY 2019. The pay plan was updated to clarify the time in service required between each classification. **No Fiscal Impact**

- **Section 18B - Lateral Officer/Retired Officer Hire Program** – Added language to clarify when lateral hires are eligible to test for the positions of Detective and Sergeant. **No Fiscal Impact**

- **Section 34 – Disciplinary Action** – Clarified the language under pre-determination hearings, as to the timeline the employee has to submit their written appeal to the City Manager for consideration prior to making the final disciplinary decision. **No Fiscal Impact**

REQUESTED ACTION:

Approval of the Police Officer's Association Union Contract.

AGREEMENT

BETWEEN

THE CITY OF SANTA FE

AND THE

SANTA FE POLICE OFFICER'S ASSOCIATION

Whole Agreement in Effect

July 1, 2019 through June 30, 2022

Year number 2 of Whole Agreement

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I. AGREEMENT

THIS AGREEMENT is entered into by and between the City of Santa Fe Municipal Corporation of the State of New Mexico, hereinafter sometimes referred to as the "Employer", and the Santa Fe Police Officers' Association, hereinafter referred to as the "Association", which is an affiliate of the Fraternal Order of Police Labor Council and the Santa Fe Lodge #3 Fraternal Order of Police. This agreement is for the purpose of setting forth the mutual understanding of the parties as to wages, hours, and other conditions of employment of those employees for whom the Employer has recognized as the exclusive bargaining representative.

WHEREAS, the parties hereto have reached an agreement on all matters which have been subject to negotiation and desire to reduce such agreement in writing in order to avoid any misunderstanding on what in fact has been agreed to:

WHEREAS, the Public Employees Bargaining Act was enacted to guarantee employees the right to organize and bargain collectively with the City, to protect the rights of the City, its employees, and labor organizations, to promote harmonious and cooperative relationships between the City and the employees and to acknowledge the rights of the citizens to the orderly and uninterrupted delivery of services.

NOW THEREFORE, IT IS HEREBY AGREED:

A. The City of Santa Fe recognizes the Santa Fe Police Officer's Association as the exclusive bargaining representative for non-probationary employees in the following job classifications: Animal Services Officer, Crime Scene Technician, Police Detective, Police Officer I, II, Senior Police Officer, Police Sergeant, Police Training Administrator, Public Safety Aide, Property/Fleet Manager, Evidence/Property Custodian, and District Attorney Liaison.

B. The City of Santa Fe extends to the Santa Fe Police Officers' Association representing such unit of employees the following rights:

1. To represent the employees in negotiations and in the settlement of grievances;

2. To Association membership dues deductions, upon presentation of dues deduction authorization cards signed by individual employees. It is further agreed that the Employer shall deduct said dues from the pay of employees covered under this agreement, who authorize such deductions, and shall remit such deductions to the Treasurer of the Association within ten (10) days after such deductions are made; and

3. To exclusive representation status during the term of this Agreement as provided in the Public Employee Bargaining Act.

C. The Employer, the Association, and any employee of the Department shall not discriminate against any member of the bargaining unit on account of race, color, sex, creed, religion, marital status, age, sexual orientation, veteran status, disability, and national origin or membership status in the Association, or on any other basis prohibited by city, county, state or federal laws, and;

D. For the purposes of this agreement and any subsequent Memorandum of Understanding, the City of Santa Fe shall be referred to as the Employer; the Santa Fe Police Department shall be referred to as the Department; the Chief of Police shall be referred to as the Chief; the Santa Fe Police Officers' Association shall be referred to as the Association, and any reference to an Association member shall be referred to as employee.

II. MANAGEMENT RIGHTS

It is agreed that, except as expressly modified by the terms of this Agreement, the City of Santa Fe (Employer) retains the exclusive right to:

A. Determine the mission, budget, organization, number of employees, and internal security practices of the Department.

B. Determine qualifications for employment and content of personnel examinations.

C. Recruit, examine, evaluate, and train employees and determine the time and methods of such actions.

D. Direct employees and evaluate their performance, based on standards of work established by the Department.

E. Determine the standards for hire, promotion, and assignment.

F. Assign, transfer, or retain employees in positions, including the assignment of employees to specific positions and the determination of job content and/or job duties.

G. Suspend, demote, discharge, or terminate employees for cause.

H. Relieve an employee from duty for cause or due to reduction in work force.

I. Determine the location and operation of its facilities.

J. Determine the number of personnel allocated by position and minimum staffing levels by unit.

K. Maintain the efficiency of government operations.

L. Schedule work outside normal scheduling as required in a manner most advantageous to the Department and consistent with community needs and public safety.

M. Take actions necessary to carry out the mission of the Department in all cases to include emergency situations.

N. Direct the Department to establish the methods, means, equipment, and personnel by which the Employer's operations are to be conducted.

O. Determine methods, processes, and means by which Department services are provided.

P. Provide rules and regulations governing the conduct of employees.

Q. Retain all rights not specifically limited by this collective bargaining Agreement or by the Public Employee Bargaining Act.

Section 1 ASSOCIATION REPRESENTATIVE

A. The Employer will have an open door policy for the Association Representative for the length of this contract. The Association and the Employer agree to attempt to handle all grievances at the lowest level. At the Chief's discretion and upon written request additional time may be granted for other activities (i.e. meetings, trainings, etc.).

B. At the discretion of the Chief, representatives of the Association may be granted time off without pay for the purpose of attending training related to labor/management relations not to exceed 216 hours per calendar year for all representatives collectively. Each employee shall be responsible for arranging the time off with their immediate supervisor. Time off shall not be unreasonably denied. All training time will be documented on a Request for Leave form.

C. The Chief of Police or designees shall provide administrative leave with pay for the Union President/Vice President/Secretary/Treasurer and Board Members on duty to assist in the resolution of union/management issues, when such leave is in the interest of the efficiency of City Government and in the best interest of the police department. All time off with pay for union/management business, shall be documented on payroll time sheets, and on P-30 leave request forms as "union" administrative leave. Union representatives shall first request and receive authorization from their supervisors prior to leaving their work sites for any union/management business. Time off shall not be unreasonably denied. Union Officers/ Representatives who work during swing or graveyard shift may have their work schedules adjusted when it is necessary to attend official union/management meetings during normal business hours with the Employer.

On duty representatives shall be restricted to a maximum amount of Union Administrative Leave per year to assist in the resolution of union/management issues.

- President 420 hours per year
- Vice President 360 hours per year
- Secretary 120 hours per year
- Treasurer 120 hours per year
- Other Board Members 80 hours per year

With the exception of Labor Management or Negotiations, for any above given meeting or grievance, no more than two (2) union representatives; shall be allowed to leave the work site and/or receive compensation, except as allowed by the Chief.

D. **WORK STOPPAGES**

The Employer and the Association agree that the public interest requires the efficient and uninterrupted performance of all City services, and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. The Association shall not cause any work stoppage, strike, slowdown, or sickouts by employees under this Agreement, and should this occur, the Association agrees to take appropriate steps to end such interference. Employees shall not cause or engage in any work stoppage, strikes, slowdowns, or sickouts for the term of this Agreement.

Section 2 LOST, DAMAGED OR STOLEN PROPERTY

A. Employees who have lost, damaged, or have had Employer property stolen in the line of duty regardless of the cost, will not be required to reimburse the Employer unless negligence is proven in a predetermination hearing to the satisfaction of the Chief or his designee, pursuant to Section 34 of this Agreement unless said employee waives the predetermination hearing and admits to the allegations of negligence.

B. The Employer will replace health aids prescribed by a licensed medical professional, uniform apparel, and required equipment damaged in the line of duty as a result of a direct delivery of service that has been officially documented. Health aids, uniform apparel and required equipment will be fully replaced by the Employer. This language is not intended to for the replacement of old worn out health aids or uniform apparel or required equipment.

C. All instances of lost, damaged, or stolen property will be reported to the employee's supervisor on duty, in writing at the time of occurrence, or before the end of the shift. Failure to notify the supervisor will negate any claim for replacement. Damaged property shall be presented to the Support Services Commander for inspection, prior to replacement and shall be turned in for destruction at the time of replacement.

Section 3 UNIFORMS/CLOTHING

A. It is understood by the parties to this Agreement that uniform regulations of the Department are established by the Chief and the primary purpose of this section is to protect employees from financial hardship resulting from changes in uniform regulations.

B. Bargaining unit employees will be allocated $650.000 annually less any required deductions, paid to bargaining unit employees by check annually no later than the first full pay period in July. The clothing allowance will be used for the purchase of uniforms and equipment required by the Santa Fe Police Department's Standard Operating Procedures and this CBA. All bargaining unit employees assigned to motorcycle or bicycle patrol, and special operations division shall receive an additional $50.00 annually for a total allocation of $700.00 annually on the check identified above. This clothing allowance is included in the employee's taxable income in accordance with IRS regulations. Purchases will be subject to applicable gross receipts taxes.

Any bargaining unit employee found to be in violation of the dress standards set forth in the Santa Fe Police Department's Standard Operating Procedures and/or as published in this Agreement, or who reports for duty in clothing that is not clean and in good condition as determined by the Police Chief or designee, may be progressively disciplined, up to and including termination for not maintaining those standards.

C. The parties hereby agree that the following are recognized as approved clothing items for the purposes and intent of clothing allowance:

1) Shirts
2) Trousers
3) Ties
4) Footwear
5) Jackets/Coats
6) Gloves
7) Equipment Belts
8) Equipment Holsters
9) Headwear
10) Trouser Belts
11) Cold Weather Clothing
12) Socks
13) Raingear
14) Patches
15) Nametags
16) Pins
17) Court Attire
18) Coveralls
19) Safety Vests
20) Flashlight
21) Non-Prescription Safety Eyewear

The parties further agree that all items listed above must be approved by the Chief or designee(s). The parties further agree that any equipment or clothing deemed useful to enhance the performance and/or safety of his/her duties may be allowed by approval of the Chief of Police or designee(s).

Section 4 FIREARMS TRAINING

The Department will meet all minimum standards for training as established by the New Mexico Law Enforcement Board.

The Department will have a minimum of three (3) shoots per year. One shoot will be comprised of a day and a night DPS qualification session. One will be comprised of a FATS (Firearm Training Simulator) session, and one will be determined by the Chief of Police.

The Department will provide weapons and agrees that for the two (2) shoots that are conducted on the range, the Department will provide ammunition for any Department issued weapon for those employees who are required to carry a weapon.

The Department will provide two (2) boxes of training ammunition per year, for any Department issued weapon, for those employees who are required to carry a weapon for the purpose of training. At any time an employee who wishes to be issued this ammunition shall contact an armorer for this issue.

Section 5 TIME OFF TO VOTE

In accordance with the provisions of Section 01-12-42 NMSA 1978, employees who are registered to vote may absent themselves from work for up to two (2) hours for the purpose of voting between the opening and closing of the polls.

The Employer may specify the hours during this period in which the employees may be absent.

These provisions do not apply to any employee whose work day begins more than two (2) hours after the opening of the polls or ends more than three (3) hours prior to the closing of the polls.

Any employee who abuses administrative leave by requiring its use for purposes other than traveling to and from the polling place and voting may be charged with Leave Without Pay and subject to disciplinary action.

Section 6 TRAINING AND EDUCATION

The Employer encourages employees to develop and expand their potential. Employees may be allowed to change hours to attend class during normal work hours depending on the work schedule, with approval of the supervisor. The following classroom participation methods are approved:

- Traditional on campus classroom attendance.
- Online classes wherein the syllabus specifically identifies required login times and dates for classroom attendance.

Time away from work may be paid for by the Employer. Approval to attend courses during working hours will depend on work schedules, work needs, etc.

Tuition expenses for college credit hours will not be reimbursable by the Employer except as provided in the City Tuition/Training Program. Employees shall obtain approval of their immediate supervisor before making any plans to attend classes.

The Employer also offers training sessions in many specialized areas. Supervisors and/or the Training Officer are aware of what training is being offered and will post notices of training opportunities that might be of benefit to employees. If an employee desires training in a specific area, the supervisor and/or training officer must be consulted in writing and will attempt to obtain the requested training.

All requests for education, training, and tuition assistance will be routed through the immediate chain of command to the Training Unit, and evaluation of all requests will be made in accordance with the following policies:

1. Administrative Manual - Tuition and Training; "Employee Tuition and Training Assistance Guidelines."

2. Santa Fe Police Department Directives Manual; "Career Development Program", Directive Number 22.1.

Section 7 MATERNITY LEAVE

The City will comply with the provisions of the Family Medical Leave Act.

Section 8 MILITARY LEAVE

If an employee is or becomes a member of any component of the United States Armed Forces or the New Mexico National Guard, they upon request, will be granted military leave without pay for the first enlistment. Such leave will terminate thirty (30) days after this enlistment expires. Employees who return from military service on a timely basis shall be entitled to job restoration provided they make application, subject to meeting all pre-employment qualifications within thirty (30) days after the date of release from duty under conditions other than dishonorable. The employee must be qualified to perform the duties of the position involved.

A returning employee shall be restored to the position which he/she vacated upon entering the military service. An employee may be entitled to be re-employed in another position, provided he/she is qualified and such re-employment does not necessitate the removal of another person with longer service.

An employee who enters military service shall receive pay for any accrued annual leave to which he/she may be entitled provided a written request is made to the City Manager.

The **Uniformed Services Employment and Reemployment Rights Act (USERRA)** was enacted in October 1994 and is codified in Title 38, United States Code Chapter 43. **USERRA** provides numerous employment and reemployment rights to service members and prohibits workplace discrimination against National Guard and Reserve members. If a member of this department is deployed, the following requirements apply:

1to 30 days – The employee can return to work the **next regularly scheduled workday** after the active military orders expire. If the next regularly scheduled workday is the next calendar day, the employee must be allowed eight (8) hours of rest after he/she had been transported to his/her residence from their place of service.

31 to 180 days – The employee can return to work within **14 days** after the active military orders expire.

Over 180 days - Employee can return to work within **90 days** after the active military orders expires.

EXAMPLE; if the employee is deployed **120 days**, and returns back to the United States, and their active orders expire on **July 1st,** the employee is not required to return to work until at least **July 14.**

To the extent the above is inconsistent with USERRA, USERRA will govern.

Section 9 ANNUAL MILITARY TRAINING

Employees are allowed up to a total sum of 30 days of military leave with pay per federal fiscal year. Fifteen (15) days of Military Leave with Pay (MLWP) is allowed for training. An additional fifteen (15) days is allowed for active duty or deployment orders when mandated for Federal, National or State disaster deployments. MLWP shall be used in accordance with an employee's regularly scheduled work week. For employees working 4/10 hour days, this translates into 300 hours. For 24 hour shifts, this translates into 720 hours. For 8 hour days, this translates into 240 hours. For 4 hour days: 120 hours.

Employee must give the employer advance notice (either in writing or verbally) of upcoming military service of any type. The National Guard provides a yearly schedule which employees should provide as soon as possible. Human Resources, Department Directors and Supervisors will need a copy of the orders and/ or notice. If the employee does not give notice, the employee will not be eligible for reemployment protection following the period of military service. The only exceptions to the notification requirement would be if the giving of notice is precluded by military necessity (e.g. a classified recall) or if it is otherwise impossible or unreasonable to give notice. These exceptions to the notice requirement are expected to be very rare. Employees may then provide orders upon return or as soon as possible. It is best for the employee to give an employer as much advance notice as possible.

Training orders:
Any training orders over the allowed 15 days per federal fiscal year will be marked as Military Leave without Pay, or the employee may use leave requested on a P-30.

Active Duty/ Deployment orders:
Any active duty/deployment orders over the allowed (thirty) 30 days per federal fiscal year will have to be either Military Leave without Pay, or paid by the employee using earned leave requested on a P-30.

Section 10 LEAVES OF ABSENCE WITHOUT PAY

When an employee has demonstrated a need for time off, the Employer may grant the employee leave without pay for a period not to exceed one (1) year with the approval of the City Manager.

During such leave, the employee's position may be filled by another employee. At the expiration of leave without pay, the employee may be reinstated in the position vacated. If not reinstated to the same position, the employee may be offered another vacant position provided he/she is qualified to perform the work. Approved leave without pay shall not constitute a break in service but all time off in excess of thirty (30) days will be discounted from continuous service time.

Failure of an employee to report his/her return fourteen (14) days prior to the expected date of return from leave may be cause for refusal of reinstatement and the employee may be terminated from any further employment obligations.

Section 11 HARASSMENT

It is the policy of the Employer to maintain an environment in the workplace that is free of harassment because of race, color, religion, gender, sexual orientation, age, national origin, and disability. Harassment by a supervisor, co-worker, subordinate or city employee is unlawful under state and federal law. The Employer is committed to providing a work environment that is free of harassment.

COMPLAINT PROCEDURE:

Harassment in any form may be cause for severe disciplinary action, including discharge. Any employee experiencing or observing harassment should immediately contact their Supervisor, Division Director, Department Director, the City Manager, or the Human Resources Department who will conduct the investigation. Internal Affairs will not conduct the investigation. Such reports will be treated on a confidential basis and handled expeditiously.

Any employee under investigation will be afforded all rights under the Employer-Employee Relations Act as outlined in Appendix A.

Refer to City of Santa Fe Policy #2500-4-1 effective 10/31/91 revised 6/17/05.

This does not prohibit the Employee from seeking assistance from the State EEOC and/or Federal EEOC.

Section 12 EMPLOYEE SAFETY AND HEALTH

The Employer believes that the safety and health of its employees are prime considerations in every phase of its activities. The Employer is concerned for the human value of life, health and physical well-being, and it is convinced that good safety and health practices are essential to efficient services to the public.

It is the Employer's intent to provide and maintain safe and healthy working conditions for its employees. In order to ensure this, the Employer will:

1. Instill in its employees an awareness of the need to promote safety and healthy working habits and attitudes on a continuous basis.
2. Provide safety equipment and procedures, provide protection against health hazards in the work place, and ensure the safety of employees.
3. Comply with applicable laws.

Section 12A LIGHT DUTY

1. Any employee placed on temporary light duty by the Employer's Occupational Medicine Doctor for a work related injury or illness may continue to work within the Police Department without the loss of pay or reduction of benefits if light duty work is available and budget constraints allow. Light duty will be granted at the sole discretion of the Chief of Police and in the absence of extraordinary circumstances shall not exceed six months.

2. Any employee placed on temporary light duty for non-work related injury or illness may continue to work within the Police Department without loss of pay or reduction of benefits if light duty work is available and budget constraints allow. Light duty will granted at the sole discretion of the Chief of Police and in the absence of extraordinary circumstances shall not exceed six months.

Section 12B MEDICAL SEPARATION

1. The parties hereby adopt personnel rule 7.60 and incorporate as if fully set forth herein.

Section 13 ADMINISTRATIVE LEAVE

A. If the Employer grants Administrative Leave to all other city employees, then employees covered under this Agreement who are required to work during this time will be paid at their regular rate of pay, plus administrative leave equal to the number of hours granted by the Employer at hour for hour. If the employee is off, the employee will receive the same amount of hours in administrative time. All administrative leave must be used within one (1) calendar year from the date of accrual.

B. **Special Days**:

For the purpose of recognizing their employees, the Employer will grant the following administrative leave:

1. Ten (10) hours administrative leave for every calendar year that an employee drives his/her assigned vehicle without a charged accident.

2. Ten (10) hours administrative leave for every calendar year of unused sick leave.

C. Employer shall provide a list of employees who are eligible to receive the special days administrative leave on or before February 15th of each year.

Section 13B PERSONAL HOLIDAY

The Association agrees to hereby eliminate the Annual Personal Holiday received by each individual member as outlined by the City of Santa Fe Personnel Rules.

Section 14 [Reserved]

Section 15 **EXAMINATIONS**

A. **Physical Fitness:**

1. All sworn employees shall be required to meet all established minimums for certification as prescribed by the New Mexico Law Enforcement Academy Board during their employment with the Department.

2. All requirements for fitness testing shall be developed by the Employer, and shall be criteria related and validated for law enforcement personnel.

3. In an effort to promote good physical fitness within the Department, the Employer shall arrange with the Employer's physical fitness complexes to obtain keys for those complexes to allow employees covered by this agreement to maintain their physical fitness. Keys shall be obtained for only those physical fitness complexes that are approved by the Employer. The keys shall be maintained by the Department in accordance with established procedures.

   a. The Department, the Recreation Department who manages the Employer's physical fitness complexes, and the Association shall develop procedures and rules governing the access and use of the Employer's physical fitness complexes prior to the complexes being used.

   b. Participation in this program is totally voluntary on the part of the employee. Non participation in this program does not relieve the employee from being physically fit to perform his/her job as required by Federal, State or City law, policy or regulation. However, the right to deny participation in this program for cause is reserved by the Chief. If the employee does not meet the requirements, he/she will be given 90 days to comply with the requirements.

   c. Employees volunteering to participate in this program agree to abide by all the rules and procedures governing this program.

   d. An employee may be denied participation in this program for any violation of the established procedures and rules, based upon the nature and severity of the infraction.

   e. This program may be reviewed monthly and may be modified at the discretion of the Chief. If, in the opinion of the Chief, this program for the Department, as covered by this Agreement, proves unworkable in practice, the Chief shall have the option of terminating the program upon sixty (60) days written notice of intent to the Association. The Employer and the

Association will meet and attempt to solve problems relating to the program, otherwise, said notice shall be final.

f. If at any time a safety concern is identified which may jeopardize the employee's health or safety, this program shall be immediately suspended until such time as the concern is addressed and rectified.

B. **Medical Physical**

Medical Physical may be required at any time to assess the physical capabilities or physical well being of any employee as it relates to the successful performance of the employee based upon assignment or due to illness.

C. **Psychological Evaluations**

Psychological evaluations shall be required and administered as prescribed in Directive Number 94.1.

D. **Drug and Alcohol Testing**

Drug and alcohol testing shall be required and administered as prescribed in the Drug and Alcohol Testing Policy for the Department (Appendix D).

E. **ADA**

If it is determined by the city that an employee cannot perform his/her duties, the employee will be afforded all rights under the Americans with Disabilities Act.

Any discipline, demotion, loss of pay, or transfer as a result of a City mandated examination is grievable.

Section 16 COMPENSATION

A. PAY PLAN

1. **PAY PLAN** - The *Pay Plan* shall be inclusive of those positions/classifications which are covered under this Agreement and shall be categorized into two (2) groups, *sworn* positions and *non-sworn* positions. The Pay Plan shall reflect a minimum pay rate for sworn personnel and non-sworn personnel.

a. **Sworn Positions**:

1. Sworn positions shall consist of the following classifications:

Police Officer I *Police Officer II* *Senior Police Officer*

Police Detective *Police Sergeant*

b. **Non-Sworn Positions**:

1. Non-sworn positions shall consist of the following classifications:

Public Safety Aide	*Animal Service Officer*
Crime Scene Technician	*Property-Fleet Manager*
Evidence/Property Technician	*Police Training Administrator*
Police Liaison	

2. SALARY INEQUITIES – Salary inequities created by errors in the pay rate that are discovered and proven to be valid shall be addressed and corrected by approval of the City Manager.

3. SALARY INCREASE -

The Association recognizes that it may be necessary for the Employer to increase compensation in order to recruit and retain qualified police officers.

B. PROMOTIONS

The Association and the Employer agree to adhere to the promotional policy for positions covered in the bargaining unit as currently established by the employer and as outlined in this Agreement. Upon promotion to a higher classification in the pay plan, the employee will advance to the new pay classification.

1. Non-probationary employees who meet the minimum requirements/qualifications for Police Officer I, Police Officer II, Senior Police Officer shall be eligible for promotion to that classification the first day of the pay period following the date on which the requirements are met.

   a. Promotion to a higher classification shall be dependent upon the employee possessing a satisfactory performance evaluation and the written recommendation from the employee's commander/manager.

   b. Performance evaluations and methods for conducting performance evaluations will be based upon and in accordance with the Police Department Policies and Procedures regarding performance evaluations.

2. Non-probationary employees who meet the minimum requirements/qualifications for Detective I and Police Sergeant shall be eligible to test for that position the date on which the requirements are met. Testing for these positions/

classifications shall be in accordance with Section 37: FILLING OF VACANCIES of this Agreement.

C. COURT ALLOWANCE

The Employer will pay a minimum of two (2) hours court time at time and one-half unless the employee appears in court within one (1) hour of his/her tour of duty, starting or ending. In the event the court appearance is within one (1) hour of the tour of duty, starting or ending, the employee will be paid a minimum of one (1) hour at a rate of time and one-half. Employees appearing in court during their tour of duty will receive "court time.

D. BILINGUAL PAY

1. Only those languages identified in this agreement as adding to the increased productivity and efficiency of the Department shall qualify for pay under this sub-section. The languages currently recognized by this agreement are as follows:

   -Spanish

2. An employee shall qualify for bilingual pay upon demonstrating an acceptable level of reading, writing, and conversational proficiency. Job-related material will be used in determining the proficiency as established by a collaborative team of test proctors composed of one representative from the Association and one representative from the Human Resources Department. The parties hereby agree that all test material will be prepared in a fair and equitable manner by a neutral third party agreed upon by the proctors. It is further hereby agreed by the parties that should an employee pass any portion of the testing process, the employee will not be required to test in that particular portion of the testing process again within a six month period from the date of the initial test. There will be no limit as to how many times an employee may test for bilingual pay.

3. Employees wishing to qualify for bilingual pay shall submit a written request to the SFPOA Board. The test proctor who has been selected by the SFPOA Board shall arrange for testing of the employee within twenty (20) days of receipt of the request.

4. Employees who are certified in the conversational area shall be paid $100.00 per month. Such payments shall be made bi-weekly. Employees shall be eligible to test for Bilingual Pay upon becoming a bargaining unit employee.

5. Employees who demonstrate proficiency in all three areas (reading, writing and speaking) shall be paid $140.00 per month. All bilingual applicants must test and pass a proficiency exam. Only 22 positions are available for employees to test for and receive the $140.00. Proof of certification shall be prepared by the said

neutral third party, reviewed and approved by the proctors and presented to the Chief or designee(s) in the form of a memorandum signed by both proctors. Selection will be made based on the earliest certification date. In the event there is a tie based on certification dates, selection will be made based on seniority.

6. A list of employees receiving the bilingual pay will be prepared by the proctor who has been selected to represent the employer and made available to the RECC (Dispatch) and commanders. Employees who unreasonably fail to respond to a call or request for bilingual assistance may be subject to lose his/her bilingual pay incentive at the sole discretion of the Chief or designee(s).

7. Payments under this plan shall be made the first pay period after testing has been completed.

E. SPECIALIZED UNITS:

The Employer shall pay employees assigned to the following specialized units listed below:

S.W.A.T. Team members	$100.00 per month
K-9 Officers	$100.00 per month
E.O.D.	$100.00 per month
F.T.O.	$125.00 per month

Employees may belong to only one (1) special unit at any given time, and are eligible for only one (1) specialty pay. This includes employees who currently belong to more than one special unit. The only exception will be Field Training Officers (F.T.O.'s) who may belong to a second special unit, however, they shall only receive one (1) specialty pay.

All personnel assigned to specialized units being compensated with incentive pay shall only be eligible to receive the pay when certified in the specialty. (i.e. F.T.O. Certification, Basic SWAT Certification, EOD certification, K-9 Certification) Assignment to any specialized unit within the Department shall be made in accordance with Section 37: Filling of Vacancies/Assignments and Transfers of this Agreement. The specialized unit commander may also utilize a testing process to assist in determining the best qualified applicant(s) for the assignment.

F. FIELD TRAINING PROGRAM

There will be 12 eligible positions to receive FTO pay for those who hold certification in Instructor Development and Field Training.

Auxiliary FTO's (Police Officers, Police Detectives, Animal Service Officers, and Public Safety Aides, who hold certifications in Instructor Development and Field Training) are eligible to receive specialty pay in the amount of $125.00 per month; only during the time frame they have an assigned trainee(s).

G. SHIFT DIFFERENTIAL

Shift differential is intended to compensate those employees who report to work at an odd hour to relieve the previous shift. Shift work is recognized where more than one group of employees report to work during the same twenty-four (24) hour work day or when an employee is working hours during a shift to cover minimum staffing requirements.

5% of employee's hourly base rate if half or the majority of shift is worked after 2pm.

10% of employee's hourly base rate if half or the majority of shift is worked after 8pm.

Classification Sworn	Minimum Requirements for Classification	Minimum Pay Rate
Police Officer I	Certified police officer with SFPD off probationary status or certified lateral police officer with less than 36 months of service with any law enforcement department	$22.000
Police Officer II	Completion of 36 months of service with SFPD or any law enforcement department	$25.000
Senior Police Officer	Completion of 60 months of service with SFPD or any law enforcement department	$30.000
Detective	Eligible to submit application to test for Detective upon completion of 36 months of service with SFPD*	$30.000
Sergeant	Eligible to submit application to test for Sergeant upon completion of 84 months of service with SFPD*	$33.000
	All promotions shall be in accordance with Section 16 *Compensation*, Paragraph B *Promotions* of the Collective Bargaining Agreement.	
	* Lateral Officers/Retired Officers must meet minimum requirements as outlined in Section 18B Lateral Officer/Retired Officer Hire Program of the Collective Bargaining Agreement for placement in their initial classification and for promotion to a higher classification.	

Classification Non – Sworn	Minimum Pay Rate
Public Safety Aide	$18.610
Animal Services Officer	$17.724
Crime Scene Technician	$21.544
Property – Fleet Manager	$23.752
Evidence/Property Technician	$16.880
Police Training Administrator	$23.752
Police Liaison	$17.724

Section 17 ANNUAL LEAVE

A. Employees are eligible for prorated annual leave accrual for hours worked and during paid leave in accordance to the following schedule(s):

0-1 year of service: up to 100 hours per calendar year.

1-5 years of service: up to 126 hours per calendar year.

5-10 years of service: up to 146 hours per calendar year.

10-15 years of service: up to 167 hours per calendar year.

15-20 years of service: up to 191 hours per calendar year.

20 and more years of service: up to 215 hours per calendar year.

B. An employee eligible to accrue annual leave pursuant to these rules, may request and be granted use of accrued leave at the discretion of the Employer. No annual leave shall be advanced by the Employer.

C. An employee shall be allowed to progress from one graduated rate of accrual for annual leave to the next on the first day of the month immediately following completion of the required total length of service.

D. The amount of accrued annual leave that will be allowed to be carried over from one calendar year to the next will be double the amount an employee is allowed to accrue in one calendar year in relation to the applicable years of service.

E. The Employer may buy back that portion of an employee's annual leave that exceeds his/her maximum carry over at the end of each calendar year providing the following criteria is met:

1. A maximum of eighty (80) hours can be sold back in any one year, providing the balance will remain at the respective maximum carry-over rate at the end of each calendar year.

2. The employee must state in writing to the Human Resources Director, no sooner than February 1 and no later than March 31 of each calendar year his/her intention to sell back the annual leave in excess of the respective maximum carry-over balance.
3. Sufficient City funding is available.

F. Upon separation of his/her employment, an employee shall be compensated for all unused and un-forfeited annual leave.

G. Upon death of an eligible employee, compensation for unused total annual leave shall be payable to the employee's estate.

Section 18 SENIORITY

A. Except for sections which contain specific different definitions in this Agreement, seniority is defined as follows:

1. Higher ranks have seniority on junior ranks. The employee with the most continuous service within rank is senior within that given rank. For the purposes of breaking ties in seniority, the first criteria to be applied shall be continuous service with the Department, the employee with the most continuous time being senior. The term continuous service shall be interpreted to mean total service from the date of last hire as an employee of the Department. The final seniority standing is not subject to grievance.

2. For the purpose of receiving issued equipment and vehicles, the senior employee will receive new equipment before the junior employee, when the senior employee's equipment or vehicle is in need of or due for replacement. Once an employee receives a new vehicle, the vehicle will be assigned to the employee for a period of five (5) years or seven (7) years depending on specialty assignment. New vehicle shall be defined as no more than one year from the date of receipt by the Department and have less than 15,000 miles. Vehicles that have sustained significant damage and/or repair shall not be considered a new vehicle for the purpose of issuance. Any equipment issued to an employee will be replaced because of normal wear or damage to the equipment. (This does not preclude employees from receiving new field supplies/equipment upon their hire and duty assignment with the department.)

B. Seniority Determination for Groups of Employees Hired the same day in the same classification:

1. Groups of employees with the same date of hire in the same classification shall be identified.

2. The final overall test score on the entrance examinations administered by Human Resources will determine seniority. The employee with the highest test score number will have the most seniority and the employee with the lowest test score number will have the least seniority within that group.

3. If employees have the same overall test score on the entrance examination administered by Human Resources, the following steps will be adhered to:

- Order Lottery: Groups of employees will participate in an order lottery. This lottery number will determine the order in which employees will draw in the seniority lottery.

- Seniority Lottery: The employee with the lowest lottery number in the Order Lottery will draw first in the Seniority Lottery. The employee with the lowest lottery number will have the most seniority and the employee with the highest lottery number will have the least seniority within that group.

4. Employees will be required to sign an acknowledgement notice accepting their permanent seniority order and this will be placed in their police department personnel file.

5. Seniority shall be defined as time in service with the Santa Fe Police Department for the purpose of equipment/vehicle issue.

6. In the case of Patrol Division, Criminal Investigations Division, Support Operations, and Administration Division time within the division/unit will be the considering factor for equipment/vehicle issue.

7. Sergeants will continue to utilize time in service in these areas.

8. An employee may voluntarily decline a new vehicle. If employee declines a vehicle, said employee will be placed at the bottom of the seniority list.

C. **Patrol Shift Bid**:

1. Patrol Shift bid shall be done by utilizing a sign up chart based on continuous service with the Santa Fe Police Department. The term continuous service shall be interpreted to mean total service from date of last hire as an employee of the Department. Sergeants will continue to utilize time in grade for shift bid purposes. Each employee shall be granted 10 minutes to select his/her team placement. The Department shall two weeks prior to the bid date post a list advising the employees of their designated date and time to bid.

2. In order to assist in placement selection Sergeants will bid first, then all other eligible police department personnel in order designated by the patrol shift bid sign up chart.

3. Each employee can either bid in person or telephonically on the posted date and time. If an employee is unable to bid in-person or telephonically at their designated date and time, the employee may bid in written form up to 24 hours prior to the employees posted date and time. The selection shall be utilized during the employee's assigned time.

4. Any employee who misses allotted time or failed to submit a written request shall be placed at the end of the entire bidding list.

5. Should an uneven number of positions become available the Chief or designee, shall predetermine which team(s) shall be allotted more slots, this will be done so that all positions are known to the employees prior to bidding on a patrol position.

6. Should any circumstance arise wherein it is determined by the Chief of Police that reassignment of Patrol Officers and/or Sergeants is necessary in order to preserve, maintain or otherwise establish the efficiency and effectiveness of Police Operations the Chief may reassign Patrol Personnel at his/her discretion provided that a seven day notice is served to the effected Patrol Personnel prior to the reassignment taking effect.

Section 18A Reemployment

A. If an employee resigns his employment the following shall be adhered to if the employee is rehired:

Ninety (90) days or less - Rehired to previous rank and pay grade with all seniority.

Ninety One (91) days or more - If certified, will be hired under the Lateral Hire Program.

All others are considered a new hire.

Section 18B Lateral Officer/Retired Officer Hire Program

GOAL: The City of Santa Fe and the Santa Fe Police Officer's Association seek to employ highly trained and experienced Police Officers.

1. Lateral Officers:

a) All Lateral officers hired will be required to complete a minimum twelve (12) month probationary period with the Santa Fe Police Department. For the purpose of seniority under this collective bargaining agreement, lateral hires will begin at the bottom of the established seniority list and will receive no credit for prior years of service as a certified police officer or government employee as it pertains to seniority only.

b) Lateral officers will be hired at the entry pay of the classification for which they meet minimum qualifications and pass all testing standards.

c) Lateral officers are eligible to test for Detective upon reaching the rank of Police Officer II and must be off probation.

d) A lateral officer will be eligible to test for Sergeant after (7) consecutive years of service with the Santa Fe Police Department from lateral hire date. A lateral officer hired on or before January 1, 2020 will be eligible to test for Sergeant upon completion of three (3) consecutive years of service at the rank of Senior Police Officer.

e) A qualifying military lateral hired after July 1, 2020, will be hired at the rank of Police Officer I, regardless of total military police experience.

2. **Retired Officers:**

a) All retired officers hired will be required to complete a minimum twelve (12) month probationary period with the Santa Fe Police Department. For the purpose of seniority under this collective bargaining agreement, and retired hires will begin at the bottom of the established seniority list and will receive no credit for prior years of service as a certified police officer or government employee as it pertains to seniority only.

b) Retired officers will be hired at the entry pay of the classification for which they meet minimum qualifications and pass all testing standards.

c) Retired officers are eligible to test for Detective upon reaching the rank of Police Officer II and must be off probation.

d) A retired officer will be eligible to test for Sergeant after (7) consecutive years of service with the Santa Fe Police Department.

Section 19 HOLIDAYS

A. The following are days which are adopted as legal holidays by the City Council:

New Year's Day (January 1st) (Actual)
Martin Luther King Birthday (City Observed)
President's Day (Observed the Friday after Thanksgiving)
Memorial Day (City Observed)
Independence Day (July 4th) (Actual)
Labor Day (City Observed)
Fiesta Holiday (Four hours on Friday of Fiesta Holiday)
Columbus Day (Observed December 24th)
Armistice Day and Veteran's Day (November 11th) (Actual)
Thanksgiving Day (4th Thursday in November) (Actual)
Christmas Day (December 25th) (Actual)

B. Employees required to work on the day a holiday is observed shall be compensated for such work in accordance with the provision of City Human Resources Rule 6.50, paragraph B: "All employees who are required to work a holiday shall be compensated at the rate of two and one-half (2 ½) times their hourly rate," with the exception of the Fiesta Holiday when the employee shall receive only four (4) hours of holiday pay.

Section 20 SICK LEAVE

Sick leave may be authorized when an employee is incapacitated by sickness or injury, or when an employee needs time off for medical, dental and optical diagnosis or treatment. Sick leave may also be utilized to care for immediate family members who may be seriously ill or disabled.

A. SICK LEAVE ACCRUALS:

Employees are eligible for prorated sick leave accrual for hours worked and during paid leave in accordance with the following schedule:

0-1 year of service: up to 72 hours per calendar year.
1-5 years of service: up to 96 hours per calendar year.
5-10 years of service: up to 112 hours per calendar year.
10-15 years of service: up to 128 hours per calendar year.
15-20 years of service: up to 144 hours per calendar year.
20 and more years of service: up to 159 hours per calendar year.

B. An employee may request use of accrued leave provided that such use is applicable sick leave. An employee who abuses sick leave by using it for purposes other than those authorized in Human Resources Rule 13.30 shall have the absence charged as Leave Without Pay and may be grounds for disciplinary action.

C. The Employer may require an employee to furnish a physician's statement for sick leave taken at any time abuse of such leave is suspected. Refusal by an employee shall result in disciplinary/corrective action.

D. Only complete calendar months of service before and after interruptions or breaks shall be counted in computing the total number of years of service by which an employee is allowed to progress from one graduated rate of accrual to another. The following rules shall apply:

1. When an employee has not experienced any interruption or break in service, the date from which his/her years of service is counted shall be the first day of the first complete calendar month worked.

2. Periods of service as an employee prior to a break or interruption are less than twelve (12) months duration and are not the result of disciplinary action.

3. Periods of Leave Without Pay in excess of thirty (30) days shall not be counted as service time.

E. An employee shall be allowed to progress from one graduated rate of accrual for sick leave to the next on the first day of the month immediately following the completion of the required total length of service.

F. The Employer may buy sick leave on a yearly basis providing the following criteria are met:

1. An employee shall have and/or maintain a minimum balance at the end of each calendar year of five hundred (500) hours before buy-back may occur.
2. An employee must state in writing to the Human Resources Director, no sooner than February 1 and no later than March 31 of each calendar year his/her intentions to sell back the sick leave.

3. A maximum of ninety-six (96) hours may be sold back in any one year, never allowing the balance to drop below the minimum.

4. The conversion ratio shall be one (1) hour of pay for every two (2) hours of sick leave.

5. Sufficient City funding is available.

G. An employee is not required to sell the leave in excess of the minimum balance.

H. **BEREAVEMENT LEAVE:**

Employees will be allowed up to a total of forty (40) hours of bereavement leave in the event of a death in the employee's immediate family. Such leave shall be charged to sick leave, compensatory time, annual leave, or Sick Leave Bank if all other leave has been exhausted.

1. When justified, that the deceased is an immediate family member or domestic partner, additional leave may be granted by the Association (Executive Board) at the request of the employee. This additional leave may be charged to sick leave. If the employee does not have any available sick leave, the additional leave may be charged to annual leave and/or compensatory time.

2. Immediate family is defined as a parent, step-parent, legal guardian, grandparent, spouse, child, sister, brother, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, niece, nephew, aunt, uncle, grandchildren and domestic partner of the employee.

3. For the purpose of bereavement, if any employee has exhausted all their leave, and have met all the provisions in Eligibility and Limitations paragraphs c, d, f, g and h listed below. Employees may use up to 40 hours of the sick leave bank.

I. SICK LEAVE BANK:

The Sick Leave Bank serves as a depository into which participating employees may donate accrued sick leave and annual leave for allocation to other participating employees. The purpose of this bank is to alleviate the hardship caused if illness or injury forces the employee to exhaust all sick leave time.

1. Eligibility and Limitations

In order to qualify for usage of the Sick Leave Bank, an employee must be eligible and approved for FMLA, exhausted all other leave, and have met the provisions of all paragraphs (a-h) below:

a. The criteria for Sick Leave Bank usage is a determination by the Human Resources Department that the medical condition meets eligibility as defined in the Family and Medical Leave Act.

b. For purposes of the Sick Leave Bank, immediate family or household member is defined as, husband, wife, mother, step parents, father, brother, sister, children, step-children, or any relative or person living in the employee's household for whom the employee has custodial responsibility, or where such person is financially and emotionally dependent on the employee and where the presence of the employee is needed.

c. The Sick Leave Bank is available to those employees who have completely exhausted all available leave and who are not receiving temporary disability benefits under the City's Workers' Compensation program.

d. All employees must contribute (20) hours/ two (2) days of accumulated sick leave or annual leave or compensatory time to be eligible to participate, and only those who contribute are eligible. This contribution must be done per calendar year. Before the deduction will be made by payroll an employee must sign the authorization form.

e. The maximum number of Sick Leave Bank hours that may be granted by the Association to any employee during the calendar year is up to 480 hours. Upon approval of the Association (Executive Board) and Employer additional Sick Leave Bank hours may be granted on a case by case basis.

f. Benefits from the bank are not available retroactively.

g. Once benefits are donated, they are no longer available to the employees.

h. Donated accumulated leave time contributed to the pool become the property of the Association and may not be withdrawn, targeted for specific individuals, returned to an employee upon separation, retirement, or become part of the employee's estate upon his/her death.

2. Qualifying Exigency for Military Family Leave (FMLA):

In order to qualify for usage of the sick leave bank you must be eligible and approved for Qualifying Exigency for Military Family Leave (FMLA) and exhausted all other leave.

3. **Donations**

Employees wishing to transfer a portion of his/her accumulated leave time must sign a Sick Leave Bank Donation Form indicating the number of hours to be transferred. Employees will be given an opportunity to donate accumulated leave time to the bank per calendar year. City payroll and the Association shall approve donation forms.

a. Employees may not donate more than 100 hours of sick leave within ninety (90) days of their separation date from the Department. Upon an employee's separation date, the City will look back to determine whether any donations above 100 hours occurred within the ninety (90) days prior to separation from the Department. Any hours above the 100 hour limit will be subtracted from the sick leave bank.

b. Upon death of an employee, compensation for unused total sick leave shall be payable to the employee's estate. [Human Resources Policy 13.30 (1)]

4. **Withdrawals**

a. A memorandum generated by the member must be submitted to the Association ten (10) calendar days before anticipating the leave. Once approved, the Association must notify the payroll office three (3) days prior to the City payroll due date. If deadlines are not met, the employee will be denied sick leave donations.

b. When a member is physically or mentally unable to apply for Sick Leave Bank, the immediate next-of-kin may make a request for Sick Leave Bank on his or her behalf. If there is no next-of-kin available, this request may be made by the legally appointed guardian, conservator or an individual acting under valid power of attorney. If none of the above are available, a supervisor and/or a union board member may make this request on the employee's behalf.

c. The Association will render a decision to the employee within five (5) working days after receipt of the request.

Section 21 HOURS OF WORK AND OVERTIME

A. The normal work day shall be ten (10) hours for all employees covered by this Agreement, unless otherwise agreed upon by the Chief and the Association. However, if the parties disagree, the Chief has the right to make the final decision. The normal work period will be forty (40) hours comprised of four (4) ten (10) hour days, or five (5) eight (8) hour days, as previously scheduled.

The Labor/Management Committee (LMC) shall discuss alternative work schedules for employees to present to the Chief. The LMC shall consider whether the new work schedule will directly benefit the community and/or provide greater availability of services to the public.

B. Employees shall be entitled to overtime compensation at the rate of time-and-one-half their regular straight-time rate when they perform work in excess of forty (40) hours regularly scheduled in one week. Regular rate of pay and rules governing overtime compensation will be adhered to in accordance with FLSA.

1. The work week shall consist of seven (7) consecutive days beginning at 0001 each Saturday, or the tour starting the hour nearest to that time after 0001 hours.

2. The work day will be any regularly scheduled consecutive twenty-four (24) hour period beginning at the start of the employee's regularly assigned shift.

3. For the purpose of this section, an employee who elects to change shifts will not be considered to have worked in excess of eight hours on any one work day.

4. The employer shall give seven (7) day notice in writing to an employee prior to changing a work shift, unless the said employee agrees to the change occurring before the seven days. For example: changing and employee from a day shift to a graveyard shift or vice versa.

C. **Rest Periods**

1. All employees are permitted a 15-minute rest period during each one-half shift. The rest period shall be scheduled near the middle of each one-half shift insofar as practicable. Rest periods are not to be accrued or carried over or used at the beginning of a shift or to extend a lunch period.

2. A 15-minute rest period shall be allowed for an employee between shifts, or as soon as possible when doubling for a full eight-hour (8-hour) shift.

3. The Employer will attempt to ensure that a lunch period will be scheduled for each employee if the time permits.

D. **Compensatory Time**:

Time worked over forty (40) hours per work period will be compensated at one and one-half times the employee's regular rate of pay or in the form of compensatory time at the discretion of the employee. Compensatory time will be computed at the rate of one and one-half times the hours actually worked. The maximum accrual of comp-time for any employee is 480 hours. The employer reserves the right to pay all time worked over forty (40) hours per work period in lieu of a request for compensatory time made by the employee.

An employee may request payment for up to 100 hours of the accumulated compensatory time per fiscal year if the funds are available. If an employee terminates his/her employment with the City for any given reason, the employee will be compensated for all accumulated compensatory time. Compensatory time may also be utilized to realize accelerated retirement.

E. **Fair Labor Standards Act**

The parties agree to follow/comply with the provisions of the Fair Labor Standards Act, except as provided for in this Agreement and in accordance with the Act.

The Employer retains the right to adjust work schedules within the work period as allowed under FLSA. Schedule adjustments, as allowed for under FLSA, shall be temporary and are allowable only within the 40 hour work period.

Section 22 EXTRA DUTY ASSIGNMENTS

The Employer shall maintain a list within the Department of all employees who are willing to perform extra duty.

A. When available, the Employer shall offer extra work opportunities only to persons on the list and extra duty work shall be made in sequential order through the list, with new opportunities being offered first to the person following the one who accepted the last offer. When the list is exhausted, officers shall return to the top of the list. The intention of this section is to equalize opportunities for extra duty among all persons on the list.

B. In order to keep the list current, the Employer shall remove from the list any person who refused three (3) consecutive offers of extra duty work. This removal will remain in effect for the remainder of the quarter. On duty status does not count as a refusal.

C. Any person who accepts an extra duty assignment but is unable to carry it out must notify the Chief or designee who will offer the assignment to the next person on the list.

Notification will be made at least forty-eight (48) hours in advance of the assignment, except in case of emergency.

D. The employee shall receive a rate of pay on all EXTRA DUTY ASSIGNMENTS at a rate of time and one-half per hour.

E. The list shall be updated quarterly and all employees desiring to sign up for extra duty assignments shall have a two week period to do so at the beginning of January, April, July and October. Employees shall sign up in person. If an employee is off during the sign up period, that employee will be allowed to sign up within three days of their return to work. It is the responsibility of supervisors to inform employees on leave regarding the sign up list and expiration date.

F. The Department may assign personnel to staff extra duty assignments when employees on the list for extra duty assignments fail to meet the needs of the Department as they relate to departmental need or public safety.

G. Failure to report for the assignment will be grounds for removal from the list for the remainder of the quarter.

H. The Employer and the Association hereby recognize and agree that Section 22 Paragraph A of this agreement is not applicable to investigative case plans due to their sensitive nature.

Section 23 OUTSIDE EMPLOYMENT

Outside Employment will be granted in accordance with Directive 29.1.

Section 24 EARLY RETIREMENT

Bargaining unit employees who are eligible for retirement may convert unused sick leave to early retirement based on the following schedule and requirements:

A. Accelerated Leave. An employee may use sick leave in order to realize accelerated retirement providing the following criteria is met:

1. An employee must state in writing his/her intention to retire to the Human Resources Director and sign a retirement contract with the Employer.

2. An employee may not experience any type of salary increase during the period of conversion.

3. Employees who have completed twelve (12) years of continuous employment with the Department may use sick leave at a ratio of 1 day for 1 day of sick leave up to a maximum of 1,040 hours and an additional 1,100 hours of sick

leave at a ratio of 1 day for 2 days of sick leave up to a maximum of 2,140 hours in order to realize accelerated retirement.

B. Under no circumstances will there be a cash payment for any unused sick leave except in accordance with Paragraph F of Section 20.

Section 25 LIABILITY PROTECTION

A. Pursuant to 41-4-1 et seq., N.M.S.A. (1978), as amended, the New Mexico Tort Claims Act, the Employer shall provide protection to employees from liability arising out of acts committed during the performance of their activities in the conduct of their office and within the scope of their duties.

B. Legal counsel will be provided as set forth in the New Mexico Tort Claims Act, Section 41-4-1 et seq., N.M.S.A. (1978), as amended.

Section 26 GROUP MEDICAL INSURANCE

The Employer has a group medical insurance plan that is offered to City employees. The employee will be advised of the plan at the employee orientation. The Employer will pay 76.5% of the cost of the group medical insurance premiums currently offered by the Employer to City Employees.

Each Union shall participate and have one vote on the committee that is composed to establish, evaluate, select and recommend group medical or dental insurance plans.

Specific details of the plan and cost to an employee are available from the Human Resources Department.

Section 27 WORKERS COMPENSATION

The Employer will comply with the provisions of the New Mexico Workers' Compensation Act.

Refer to Appendix C.

Section 28 JURY DUTY AND WITNESS PAY

Employees will be allowed to serve on jury duty during their normally scheduled work hours without loss of pay. If the employee is summoned to jury duty outside of their normally scheduled work hours, they will be compensated as hours worked. Jury fees received (excluding reimbursement for travel and meals) shall be remitted to the City Finance Department.

Personnel who are called to testify off duty as expert witnesses on behalf of the City or in relation to investigations which they have conducted shall have the option of receiving paid overtime or receiving a witness fee for the testimony. The employee will not be allowed to receive both compensations. In the event the employee chooses to receive the overtime pay in lieu of the witness fee, the employee will remit the witness fee check to the City.

Section 29 ON CALL AND CALL BACKS

A. On call Status:

1. The Department Section/Unit Commander(s) will develop and maintain an internal on-call schedule by Section/Unit for those employees assigned to the following sections/units: Criminal Investigations Section, Crime Scene Unit, Animal Services Division, Traffic Fatal Team.

On call staffing shall be filled in the following capacities:

Criminal Investigations Section - one (1) Criminal Investigation Sergeant, two (2) Criminal Investigators or one (1) Criminal Investigator & one (1) sworn officer assigned to the Criminal Investigations Section and, one (1) Crime Scene Technician (full time or Auxiliary).

Animal Services Division - one (1) Animal Services Officer.

Traffic Fatal Team - one (1) Traffic Fatal Team Officer and one (1) auxiliary traffic officer.

a. On call status coverage shall be designed to assure proper coverage and staffing for hours not covered by a normal work period (forty (40) hours comprised of four (4) ten (10) hour days or five (5) eight (8) hour days as previously scheduled).

b. Any employee who is scheduled to be on on-call status and is unable to carry out the schedule must notify his/her Supervisor/Commander as soon as possible. Notification will be made at least forty-eight (48) hours in advance of the on-call status assignment, except in cases of emergency. The Supervisor/Commander will then make the necessary adjustments, if needed, to fulfill the scheduled on-call coverage.

c. Assignment to the on-call program shall be mandatory for those members assigned to the sections/units identified in paragraph A subsection 1of Section 29 of the CBA. Any employee who fails to respond to a call out within the designated time frame may be subject to disciplinary/corrective action in accordance with Section 34: Disciplinary Action of the CBA.

d. The Department shall provide a cellular telephone to any employee assigned to on-call status.

e. On-call status will be for seven (7) consecutive days. An on-call day will consist of a twenty-four (24) hour period.

Any employee may be removed from on-call status prior to the end of their seven (7) days for the following cause(s):

1. At the discretion of the Chief or designee

2. Serious illness or injury

3. Family emergency

4. The Employer shall compensate employees assigned to the on-call program.

5. Employees assigned to the on-call program shall receive one-hundred dollars ($100.00) per on-call rotation they participate in as defined in paragraph A-1 of Section 29 of the CBA. This amount shall not include any actual overtime hours worked by an employee as a result of being called out.

6. Employees assigned to the on-call program are eligible for only one (1) on-call program compensation pay per on call week.

7. On-call Status: An employee will not be required to remain at home for the purposes of meeting the requirements for on call status, so long as said employee can assure availability and fitness for duty within sixty (60) minutes from the time of the initial notification from the on call supervisor. The parties hereby recognize and agree that response time may be extended with commander approval.

B. **Call Back Time**:

When an employee is required to physically report to a post after the conclusion of a normal work shift and prior the beginning of said employee's next work shift, the employee shall receive compensation at time and one-half for a minimum of two (2) hours from the time said employee is contacted by a Supervisor and/or Commander.

If an employee is called by a supervisor while off duty and not required to report to post and the phone call exceeds six (6) minutes the employee will be compensated for the actual time spent on the phone call.

Section 30 DEFERRED COMPENSATION PROGRAM

The Employer will provide opportunities to participate in a 457b.

Section 31 CHECK OFF AUTHORIZATION

A. The Employer shall deduct from employees' pay for each pay period, Association dues in an amount specified upon presentation of dues deduction authorization card signed by individual employees.

B. The Employer shall pay the amount withheld to the Association.

C. The Employer and the Association will comply with Supreme Court ruling in Janus V. AFSCME, Council31, 138 S. Ct. 2448 (2018),

D. The Association agrees that it will indemnify, defend and hold the Employer harmless from and against any claims arising from payroll deductions made by the Employer pursuant to this Article, except those claims incurred solely as a result of a breach by the Employer of its legal duties or obligations under the United States Constitution.

Section 32 LAY OFF AND RECALL

A. Should a reduction in personnel services be mandated by the governing body, the Employer will review all alternatives to the layoff of personnel. The Association will be provided the opportunity to offer alternatives to the reduction of personnel.

B. Layoff: If a reduction in work force becomes necessary, all of the following factors shall be considered:

1. Seniority of the employee,
2. Training, skills, and abilities of the employee, and
3. Departmental needs.

C. Transfers: When a lay-off occurs, the mandatory transfers between units shall be made in such a way as to maximize the efficiency and effectiveness of the Department. In making such transfer decisions, the following factors shall be considered:

1. Seniority of the employee
2. Qualifications of personnel
3. The nature of the transfer and the skills called for within the unit being transferred to
4. Departmental needs, and
5. The stated assignment preferences

D. Recall: Personnel separated as a result of a reduction in force shall be recalled based upon all of the following factors:

1. Seniority of the employee
2. Training, skills, and abilities of the employee
3. Disciplinary history of the employee for the past twelve (12) months, and
4. The stated assignment preferences

E. The term "seniority" for the purposes of this section is set forth in Section 18: "Seniority" of this Agreement.

Section 33 INTERNAL AFFAIRS

It is the policy of the Department to maintain internal discipline, open lines of communication with the general public, and encourage citizens to freely express concerns or complaints of misconduct, malfeasance, or other inappropriate conduct by members of the Department. All members of the Department are responsible for ensuring departmental integrity and assisting in the expeditious response to citizen complaints in a fair and impartial manner.

A. PURPOSE

1. In recognition of the need to maintain departmental integrity, the Professional Standards Unit is charged with the responsibility of impartially and objectively investigating all allegations of malfeasance, non-feasance, and misfeasance brought against any member of the Department.

2. The Professional Standards Unit may conduct investigations into allegations of misconduct as outlined herein for the purpose of providing the Chief with a means of impartially assessing employee actions to ensure compliance with departmental rules and regulations, to enforce internal discipline, and to provide a vehicle through which citizen concerns may be equitably evaluated and judiciously addressed.

3. To ensure the rights provided under the Peace Officers Employer-Employee Relations Act, NMSA 29-14-1 through 11, Garrity Rights originating from the U.S. Supreme Court Case "Garrity vs. New Jersey:, and Weingarten Rights originating from the 1975 U.S. Supreme Court Case "NLRB vs. Weingarten, Inc." 420 U.S. 251, 88 LRRM 2689.

B. ORGANIZATION & STAFFING

The Professional Standards Unit reports directly to the Chief.

1. Under certain conditions, the Chief may appoint a Sergeant or above to conduct an Internal Affairs Investigation.

    a. Conditions are listed as, but not limited to: absence by the Internal Affairs Officer; the existence of multiple complaints at one time; the existence of a possible conflict of interest.

    b. If the Chief appoints a Sergeant or above to conduct an Internal Affairs Investigation, he/she may be temporarily assigned to the Professional Standards Unit while the case is being actively investigated, to include preparing the final report for the Chief.

C. RESPONSIBILITIES & DUTIES

The Professional Standards Unit is responsible for performing those duties in accordance with Department policies and all applicable laws, to include but not limited to:

1. Recording, registering, and conducting the investigation of complaints against employees;

2. Conducting the investigation of alleged or suspected misconduct within the department;

3. Overseeing the investigation of inquiries into violations of department policy not investigated through the Internal Affairs Unit;

4. Maintaining the confidentiality of the Internal Affairs Investigation and records. Internal Affairs investigations are considered to be highly confidential in nature. When the confidentiality of an internal affairs investigation is compromised by either the Employer or the employee, it shall be treated as a violation of policy and investigated immediately by order of the Chief of Police.

5. Administering, maintaining and investigating civil actions brought against the Department;

6. Disseminating information to the public on procedures to be followed in registering complaints against agency employees.

D. AUTHORITY

1. Emergency suspension against an employee may be imposed by a supervisor and/or command officer having the rank of Lieutenant or above, only in situations where the affected employee is clearly physically or mentally unable to perform his/her duties and/or the employee is alleged to have committed one or more severe infractions of the Department's policies and procedures.

2. If an emergency suspension is imposed, the suspended employee and the supervisor will present themselves at the Chief's Office no later than 9:00 AM on the next working day. An emergency suspension which will extend beyond one (1) work day must be approved by the Chief.

3. Any administrative investigation will be completed within 180 days. The 180 day period shall not include time for review. Additional extensions may be granted if circumstances arise outside of the control of Department or City of Santa Fe (e.g. Military Leave, FMLA, pending criminal investigation or criminal charges, time to locate a critical witness, etc. A copy of the approval, to include the amount of time granted and reason for delay, will be sent to the employee. The Chief's review process shall be completed within 30 days.

E. FINDINGS

Upon completion of the investigation, a finding shall be made and the investigation shall be classified as one of the following;

1. Sustained - the allegation is supported by sufficient proof.

2. Not-sustained -the evidence is insufficient to prove or disprove an allegation.

3. Unfounded - there is no basis for the complaint, not founded on fact or truth.

4. Exonerated - conduct was proper, cleared of allegations.

The Chief shall review the investigation and either concur or not concur with the findings. The Chief, via letter, shall notify the employee being investigated as to the disposition of the investigation within ten (10) business days of the Chief's decision. Upon receiving the Chief's decision, the employee, via written request, shall then be permitted access to review the Internal Affairs file. The employee's Union Representative and/or legal counsel shall be permitted to review the Internal Affairs file if requested in writing by the employee.

All findings shall be based solely on the totality of the evidence gathered by the investigator during the course of the internal affairs investigation. Findings should not be based on the

personal opinions, bias, and feelings of the investigator. Findings should not include statements made by the investigator which serve to lend credence to the finding beyond the merit of the evidence, but may not preclude opinions derived from training, experience and work related knowledge.

F. DUTY STATUS DURING INVESTIGATION

The Chief, in the best interest of the Department, may elect to take any of the following actions concerning an employee's duty status during an Internal Affairs investigation:

A. Continue the employee on duty as assigned.

B. Continue the employee on duty in a temporary assignment. This temporary assignment will not be deemed disciplinary in nature and is designed to protect the employee, Employer, and the public interest.

C. Impose administrative leave with pay upon an employee pending the results of the investigation and/or subsequent department proceedings.

D. Impose leave without pay based the severity of allegation that the employee may have committed one or more severe infractions of the Department's policies and procedures, City of Santa Fe Rules and Regulations, or law and with the approval of the City Attorney and the City Manager.

G. EMPLOYEE RIGHTS

A. All Internal Affairs investigations shall be conducted fairly and impartially and in compliance with the New Mexico State Peace Officer Employer-Employee Relations Act. The Act affords certain rights to employees who are under investigation by his/her employer for alleged actions which could result in administrative action. The Act is attached hereto as Appendix A.

Section 34 DISCIPLINARY ACTION

A. In the event that an investigation could result in the implementation of disciplinary action, if the investigated employee so requests, the Association may designate two representatives to participate at all stages of the proceedings. The employee shall be provided with copies of the written charge(s) and discipline decision.

B. **Administrative Investigations**

When an employee is under the investigation by the Employer for alleged actions that could result in administrative/criminal sanctions being levied against the employee, the employee shall be afforded all rights and privileges, if any, guaranteed by the New

Mexico Peace Officers Employer-Employee Relations Act. A copy of the Act is included as Appendix A.

C. Basis for Employee Discipline

1. Discipline

Disciplinary actions for employees are based on showing of cause. Disciplinary actions will be consistent with governing laws and regulations and will be taken without regard to race, age, religion, color, national origin, ancestry, sex, physical or mental disability or serious medical condition. No employee will be disciplined for refusing to perform an unlawful act.

2. Approval by the City Manager

All disciplinary action shall require approval of the City Manager before implementation. Whenever such approval is not practical because of urgent circumstances, necessary action may be taken and the situations reviewed with the City Manager as soon as practical.

3. Progressive Discipline

An employee shall be progressively disciplined based on the nature of the infractions(s). Each case of inadequate performance or act of misconduct shall be judged individually. The step of progressive discipline depends on the severity of the infraction and the employee's previous work and disciplinary record. Discipline will be based on fundamental fairness, equity and consistency within the Department. Because of the serious nature of some infractions, the first disciplinary action may be dismissal or other disciplinary action.

a. **Verbal Counseling :** A verbal counseling by an immediate supervisor is used for minor infractions such as informing employees that their performance, actions, behavior or conduct needs to change. Under normal circumstances supervisory personnel should use a verbal counseling first before any formal disciplinary is taken. A POA Representative will NOT be called during this supervisor and employee conference time. Cause of verbal counseling's' include, but are not limited to:

    1. Substandard work performance
    2. Tardiness

    Supervisors/Commanders will complete the proper Officer Conference Form with all necessary information in the text. The Officer Conference Form shall be maintained by the supervisors/commanders for three months.

b. **Letter of Counseling:** (written warning memorandum). A letter of counseling by an immediate supervisor is used for minor infractions to inform employees that their performance, actions, behavior or conduct needs to improve. An employee may receive a letter of counseling for an infraction that is of a greater degree than that for which verbal counseling may be used or in cases when the initial verbal counseling did not correct the behavior in question. At the time of a letter of counseling being issued to an employee, no more that two POA Representatives will be present and the content of the letter of counseling may include a reference to the date and time of a verbal counseling being issued by a commander for the infraction defined in the letter of counseling. The letter of counseling shall be kept in the police department file for a period not to exceed three months, for the purpose to monitor a change with the employee's behavior, conduct, work performance, or actions. A letter of counseling may be used in conjunction with the employee's Performance Appraisal Development Plan (PADP) or interim Performance Appraisal Development Plan (PADP). Causes of letter of counseling include, but are not limited to:

1. Repeated tardiness
2. Missed court appearance/administrative hearing in a misdemeanor case

c. **Written Reprimand:** An employee shall receive a written reprimand because the deficiency or infraction is of a greater degree than that for which a corrective action may be used or if the corrective action did not change the employee's behavior.

Causes for written reprimands include, but are not limited to:

1. Failure to follow safety rules
2. Failure to follow published rules and regulations
3. Missed court appearance/administrative hearing in a felony case

Written reprimands shall be placed in the employee's Human Resources file. The employee will be provided with a copy of the statement. The employee will be given the opportunity to review and acknowledge that he/she has reviewed the statement. The employee may respond by noting on the reprimand that they do not agree with the statement or may file a written rebuttal, which shall be placed in the employee's Human Resources file. Complaints or disagreements concerning written reprimands may be addressed through the informal grievance procedure, by mutual agreement.

At the employee's request, the written reprimand will be removed from the employee's Human Resources file twelve (12) months after the employee received the reprimand provided the employee has not received another written reprimand or other disciplinary action during the twelve (12) month period.

d. **Suspension:** An employee may be suspended without pay for a single serious infraction or for continued inadequate job performance or misconduct. Such suspension will not exceed thirty (30) working days. Suspension of an employee is subject to the formal grievance procedure. Causes for suspension include, but are not limited to:

1. The causes listed for written reprimands
2. Continued instances of poor performance or a single occurrence of poor performance if serious
3. Insubordination

At the employee's request any suspension will be removed from the employee's Human Resources file eighteen (18) months after the employee received the suspension, provided the employee has not received another suspension or other disciplinary action during the eighteen (18) month period. If an employee receives a subsequent disciplinary action during the original eighteen month time frame, the original disciplinary action shall be held in the Human Resources file for a total of, but not longer than three (3) years.

e. **Demotion and Dismissal:** An employee may be demoted or dismissed for continued inadequate job performance or for other causes. The demotion or dismissal of an employee is subject to the formal grievance procedure. Causes for demotion or dismissal shall include, but are not limited to:

1. All causes listed previously if continuing and are on going infractions
2. Theft or intentional abuse and destruction of City property or unapproved use of city property for any reason
3. Conviction of a felony
4. Conduct unbecoming an employee of the City or Police Department
5. Deliberate falsification of information on the employee's job application or other record
6. Violation of the New Mexico Controlled Substances Act, or using controlled substances or alcohol on the job, or reporting to work under the influence of an unlawful controlled substance or alcohol, except that use of alcohol or unintentional use of a controlled substance while in the performance of their duties will not be a violation
7. Insubordination deemed blatant or hostile
8. Failure to meet standards of substance abuse rehabilitation programs

9. Lying in an Internal Affairs Investigation (Dismissal)

The preceding examples are typical of the types of infractions sometimes encountered, but are not inclusive of all situations that may arise. The Employer reserves the right to exercise judgment and render disciplinary action or dismissal as determined appropriate based on the circumstances of each case.

D. Disciplinary Files

The Department shall maintain a disciplinary file on each employee who receives a disciplinary action. The file shall include all disciplinary actions which have not been removed pursuant to the terms of this section. The disciplinary file shall also include a history of all disciplinary actions which occurred during the employee's service with the Department.

A brief chronological history of disciplinary actions taken will be maintained by both the Department and Human Resources. This history shall be limited to date, employee name, charge and disposition.

E. Pre-determination hearings

An employee notified of a possible written reprimand, suspension, demotion or dismissal shall be entitled to a pre-determination hearing before the Chief or designee.

1. Loudermill Rights. Unlike Weingarten, the employer has an obligation to inform the employee of his/her Loudermill Rights to a hearing. The right is known as "Loudermill Right" based upon the 1985 U.S. Supreme Court decision in the case of *Cleveland Board of Education v. Loudermill*.

2. **Notice.** An employee shall be notified in writing at least forty-eight (48) hours prior to the date and time of the pre-determination hearing. The notice shall disclose the proposed disciplinary actions, reasons for the proposed disciplinary actions, and shall state the time, place and date of the hearing.

3. **Hearing Procedure**. The hearing shall be informal and shall be conducted by the Chief or designee. The employee shall be represented by legal counsel and/or up to two representatives of the Association. The purpose of the hearing is to provide the employee with a reasonable opportunity to address the reasons for the proposed disciplinary action.

4. **Waiver.** The hearing may be waived by the employee in which case the disciplinary action is effective immediately.

5. **Decision. The Chief, or designee**, shall render a final recommendation within five (5) business days of the hearing, and forward the recommendation to the City Manager. If the employee wishes to appeal the disciplinary action, the employee shall submit a written appeal to the City Manager within five (5) business days from the date the employee was served with the decision from the Chief or designee. The written appeal must state the specific reasons why the disciplinary action should not be taken. The City Manager has fifteen (15) business days from the receipt of the employee's written appeal to consider the appeal and respond in writing to affirm, modify or reject disciplinary action. The City Manager, at his/her discretion, may also within this time period request a meeting with the Union and the employee to discuss the appeal.

6. **Appeal.** If the association is dissatisfied with the decision of the City Manager with regards to suspensions, demotions, or terminations, it may appeal the decision by serving a written demand for arbitration pursuant to the Arbitration provision of Section 35. An employee dissatisfied with the decision of the City Manager with regards to disciplinary action other than suspensions, demotions or terminations may appeal the decision at the cost to the employee by serving a written demand for arbitration pursuant to the Arbitration provision of section 35.

Section 35 GRIEVANCE AND APPEAL PROCEDURES

Grievances shall be limited to alleged contractual violations, misapplication or misinterpretation of any provisions of this Agreement. Grievances shall be filed within fifteen (15) business days from the date the violation(s) occurred, or from when the Association or the employee was aware or reasonably could have been aware of the violation(s) of the Agreement.

A. Informal Grievance Procedure

The purpose of the informal grievance procedure is to provide employees with a fair and equitable process for resolving complaints or problems. Most grievances should be resolved at the lowest possible level and as informally as possible before the parties resort to the formal grievance procedure.

1. The affected employee shall discuss the problem with his/her first line supervisor and attempt to work out a solution. No written documentation is required, and it is anticipated that most problems will be resolved at this level.

2. If the employee does not obtain a satisfactory solution to the problem after consultation with the first line supervisor, the employee may discuss the problem again informally with the next level supervisor if applicable.

3. If the problem is not resolved by a supervisor in the chain of command, the employee may file a written complaint with the Chief. The written complaint shall contain the following information:

1. The name and position of the affected employee.
2. A clear and concise statement of the grievance.
3. The issue or issues involved.
4. The relief sought.
5. The date the incident or violation took place.
6. The specific section or sections alleged to have been violated.

The Chief or designee shall respond in writing within ten (10) business days of receipt of the written complaint and shall within this time period request a meeting with the Association and/or the affected parties to discuss the grievance and its settlement. If the grievance is not satisfactorily resolved at this level, the grievance may be submitted to the formal grievance process.

B. Formal Grievance Procedure

If a mutually agreed upon solution was not reached through the informal grievance procedure, the Association must submit a formal grievance to the City Manager within seven (7) business days from the date of the informal grievance written response from the Chief.

Formal Grievances may be filed by the Association on behalf of an individual employee or group of employees covered by this Agreement, or the Association as the exclusive representative. If an individual employee decides to file a formal grievance, they do so at their own expense and must provide for their own counsel.

All steps of the Informal Grievance Process must be completed prior to evoking the Formal Grievance Procedure. All formal grievances shall be filed in writing and shall contain the following information:

1. The name and position of the affected employee
2. A clear and concise statement of the grievance
3. The issue or issues involved
4. The relief sought
5. The date the incident or violation took place
6. The specific section or sections alleged to have been violated

The City Manager or designee shall respond in writing within twenty (20) business days of receipt of the written grievance and shall within this time period request a meeting with the Association to discuss the grievance and its settlement. If the grievance is not satisfactorily resolved at this level, the grievance may be submitted to final and binding arbitration by the Association (but not by the individual employee) within ten (10) business days after the time for response of the City Manager.

C. Miscellaneous

1. Tape recorders or other electronic recording devices may be used by any party participating in the grievance.

2. Any of the time limits set out in this procedure may be extended, waived, or otherwise modified by written mutual agreement of both parties.

3. A party to this Agreement or an individual employee may be represented by counsel at any step of the formal grievance procedure at his/her own cost.

4. A grievance may be withdrawn by the Association at any step of the procedure without prejudice and without precedence except as to objections of timeliness. The arbitrators shall decide all disputes regarding the grievability of grievances.

D. Arbitration

1. The Association has complete discretion as to whether it will demand arbitration or accept the City Manager's response. If however, the Association decides to demand arbitration it must serve a written demand for arbitration upon the Employer within ten (10) business days from the time of response from the City Manager.

2. Within five (5) business days of the written demand for arbitration, the Association shall make a request for a panel of seven arbitrators from the Federal Mediation and Conciliation Service (FMCS) or the American Arbitration Association (AAA), unless the parties can agree upon an arbitrator or alternative panel of arbitrators from which to select an arbitrator.

3. Within five (5) business days of the receipt of a list of arbitrators, the parties will confer to select the arbitrator. The selection shall be made by the Association and the Employer alternately eliminating names. The last name remaining shall be the arbitrator. The parties shall flip a coin to determine who shall strike the first name. If the Employer fails or refuses to strike a name from the list, the Association may request that the FMCS or the AAA unilaterally appoint an arbitrator to hear the matter. Once an arbitrator is either selected by the parties or appointed by the FMCS or AAA, the arbitrator shall have full jurisdiction.

4. The decision of the arbitrator shall be based upon the facts established by the testimony and documents presented in the case. The arbitrator shall have no power to add to, subtract from, alter, or modify any of the terms of the Agreement; but, the arbitrator may give appropriate interpretation or application to such terms and provide appropriate relief. The arbitrator shall not have authority to make an award, which includes a fine or other punitive damages or award of attorney's fees.

5. The arbitrator's decision shall be final and binding on the parties. In arbitrations challenging a disciplinary action, the Employer shall have the burden of proof by a preponderance of the evidence. In arbitrations where the Association alleges a

contractual violation or dispute over a working condition, the Association shall have the burden of proof by a preponderance of the evidence.

6. Each party shall pay one-half of the arbitrator's fees and expenses.

7. Nothing in this section shall prohibit a party from appealing an arbitration award pursuant to the New Mexico Uniform Arbitration Act in a court of competent jurisdiction.

Section 36 PROBATION PERIOD

Probationary employees are not covered by this Agreement. It is understood and agreed by both parties to this Agreement that the probationary period for sworn employees includes the period of time from the date of hire as a permanent full-time employee for a period of twelve (12) months, which may be extended for up to 6 months, due to work related performance or work related injury.

It is understood and agreed by both parties to this Agreement that the probationary period for civilian employees shall be in accordance with Rule 4 section 4.51 of the Human Resources Rules and Regulations.

Personnel shall not receive a promotion or pay increase until successful completion of the probationary period, except for those increases approved by the Governing Body.

Section 37 FILLING OF VACANCIES

A. PERMANENT VACANCIES

1. **Merit Principles**

A. The Parties adopt the following merit standards and shall govern in all Department personnel policies and procedures:

1. Recruiting, selecting, and advancing employees will be on the basis of their ability, knowledge and skill, including open consideration of qualified candidates for initial employment;

2. Equitable and adequate compensation will be provided;

3. employees will be trained as needed to assure high-quality performance;

4. employees will be retained on the basis of the adequacy of their performance, and provisions will be made for correcting inadequate performance and separating employees whose inadequate performance cannot be corrected;

5. fair treatment of candidates and employees in all aspects of human resources administration without regard to race, color, religion, sex, national origin, political affiliation, age, handicap, or other non-merit factors, and with proper regard for their primary and constitutional rights as citizens, will be assured, and;

6. employees will be informed of their political rights and prohibited practices under the Hatch Act.

2. Posting of Vacancies

a. All POA vacancies shall be publicly advertised for a minimum of ten (10) calendar days by the office manager or designee. Qualified Union applicants may be given initial consideration for the applied position; however, the most qualified applicant will be selected. (This section will not affect requirements set by the New Mexico Law Enforcement Academy).

b. The position vacancy posting shall contain the classification of the position, the testing requirement for applicants, the minimum qualifications for the position, the FLSA and Union Status; the work location of the vacancy; a description of working conditions; a general description of the position; examples of work; the pay schedule of the position; the location where applications are to be filed; the opening and closing dates; and the time frames for accepting applications.

3. Filing

a. All applications for positions in the Department shall be made on forms prescribed by the Human Resources Director. Such applications shall include information, which the Human Resources Director may deem necessary or is mandated by City, State and Federal law, regulations and guidelines. All applications shall be signed, dated and the truth of all statements contained therein certified by the applicant's signature.

b. No question on any form or application shall be so worded as to elicit information concerning the sex, age, race, physical or mental handicap, national or ethnic origin, political or religious opinions or affiliation of any applicant except that information required to assist with equal employment opportunity efforts, nor shall inquiry be made concerning such origin, opinions or affiliation during any interview, and all such disclosures thereof shall be disregarded.

4. Examinations

a. Examinations of applicants shall consist of testing devices that will establish and confirm the qualifications of applicants required by the class and/or the rank for which applicants are being examined.

b. Examinations to measure the qualifications of candidates shall be conducted by the Human Resources Director and his/her staff, or by persons designated by the Human Resources Director to assist.

5. Character

a. Testing for a position vacancy and/or higher rank in the Department may be accomplished by a combination of the following types of tests: written tests, training and experience, oral tests, assessment center, performance tests, or any other appropriate selection device. A minimum of two (2) types of tests shall be used.

b. New tests will be developed in accordance with established professional techniques and relevant federal laws, regulations and guidelines with the intent of measuring critical or important knowledge, skills, abilities, job duties, work behaviors, or work necessary for successful job performance.

c. No test shall be administered by the Department to an applicant candidate for employment without such test having been approved by the Human Resources Director.

6. Administration

a. The Human Resources Director shall publish the dates and location of the scheduled test.

b. The Human Resources Director may designate such proctors and oral examiners of recognized professional competence in the area to be tested as may be necessary for the proper administration of tests, may provide for their compensation, and may arrange for the use of facilities in which to administer the tests.

c. Oral tests will be administered by oral examiners, appointed by the Human Resources Director, who do not hold any political office and who do not make the final hiring decisions at the Department level for the position in

question. A testing specialist from the Human Resources Department will proctor all oral tests.

d. The Human Resources Director shall assign an identification number to each examinee, and this number shall be used to identify all of an examinee's papers.

e. If the conduct of any examinee is improper during any phase of a test, the proctor may remove such examinee from the test. Such conduct will be brought to the attention of the Human Resources Director who may bar the examinee from future tests. The Human Resources Director may require any examinee to retest if there is reason to believe the examinee has received prior knowledge of confidential information about the test content, has made false representations at the test administration, or whose conduct during test administration was such as to obtain an unfair advantage.

7. Scoring

a. The Human Resources Director shall compute a final score using acceptable testing practices. Where a combination of testing procedures is used, failure on any part of the procedures may constitute failure for the entire test.

b. The observed (raw) score shall be used to rank the candidates.

8. Notice of Results

Notification of test results shall be in writing and made within 30 calendar days of the test date.

9. Confidentiality

The Human Resources Director shall maintain the security of all tests. Written tests, oral test questions, performance tests, rating formulas or any related material that would compromise the content of a test shall be confidential, except as otherwise prescribed under the Federal Freedom of Information Act.

10. List of Eligibles

The Human Resources Director shall maintain an official roster of applicants eligible for appointment to a class and/or rank.

11. Establishment

A separate list of eligibles shall be established and maintained for each class and/or rank in the City.

12. Names

The names of applicants with passing test scores shall be placed on an appropriate list of eligibles. For promotional consideration, in rank order of final test scores achieved, and seniority of the employee in cases of tie scores.

13. Supplemental Registers

The Human Resources Director shall periodically make a review of existing lists of eligibles to determine whether there are an adequate number of applicants available to meet the needs of the Department. When it is determined by the Human Resources Director that the particular list of eligibles is inadequate or may become inadequate in a short period of time, the Human Resources Director shall order recruitment and testing for that class and/or rank.

14. Duration of Names

An applicant's name shall be retained on a list of eligibles for twelve (12) months from the date the applicant is placed on the list of eligibles.

15. Requests for Hire

Whenever a vacancy or an anticipated vacancy occurs in a position, or when a list of eligibles is twelve (12) months old, and the Department desires to fill the vacancy with a promotion, a request for a list of eligibles shall be submitted to the Human Resources Director on the prescribed forms, unless otherwise provided for by the Human Resources Director.

16. General

a. Selection for appointment to a position in the Department shall be made from a list of eligibles.

b. Upon selection by the Department, a recommendation will be made to the City Manager through the Human Resources Director to which the City Manager must concur before the selection is approved.

c. Should the higher ranked applicant (s) not be selected, he/she will be given the reason(s) prior to the Department's recommendation to the City Manager and Human Resources Director, as to why he/she was not selected and the opportunity to meet with the Chief to discuss the non-selection. The Chief shall also provide the City Manager and Human Resources Director with the reasons why the higher ranked applicant(s) were not selected. The applicant (s) not selected are given the opportunity to present in writing relevant facts to the City Manager within forty-eight (48) hours after the notification of non-selection. The City Manager shall review the Chief's and the applicant's submission and shall make a finding of justifiable cause for the non-selection. Justifiable cause can include:

1. Unsatisfactory work performance.

2. Inability to perform duty due to mental, physical or emotional difficulties that are clinically documented and that directly affect the work performance of the individual.

3. Lack of specialized knowledge for the position.

B. TEMPORARY VACANCIES

1. A job will be considered vacant when the employee holding the job has quit, is discharged, demoted, promoted, transferred to another department, or when it is a newly created job. All other vacancies shall be considered temporary.

2. Should the Employer choose to fill a temporary vacancy, notice of the temporary vacancy shall be posted on the Department Special Orders for ten (10) calendar days. Any employee desiring consideration for the temporary vacancy shall file a *Memorandum of Interest* within the posting period. *Memorandums of Interest* shall be submitted to the office of the Chief.

3. If more than one (1) qualified employee submits a *Memorandum of Interest*, the temporary vacancy will be filled by the employee that best meets the qualifications, skills, and abilities required by the vacant position, provided disciplinary records are otherwise equal.

4. Management may assign an employee to fill the vacant position during the posting or in the absence of any *Memorandums of Interest* by a qualified employee. Employees temporarily assigned or transferred to a lower-paid job in the Department or in a different department within the City, shall receive their regular rate of pay.

5. When a vacant position has been filled as a temporary vacancy for thirty (30) or more consecutive workdays, the employee filling the vacancy shall receive all pay and benefits pertaining to that job classification.

6. Notwithstanding any provision to the contrary, employees may be assigned or transferred temporarily for a period of time not to exceed six (6) months without a permanent vacancy being created as a result.

C. ASSIGNMENTS AND TRANSFERS

The Employer retains the right to assign, transfer, and retain employees in positions, including assignment of employees to specific positions and the determination of job content and/or job duties.

1. Notice of a vacant position shall be posted in the Department Special Orders for ten (10) calendar days. Any qualified employee desiring consideration for the position shall file a *Memorandum of Interest* within the posting period. *Memorandums of Interest* shall be submitted to the office of the Chief.

    a. If an employee is away from work for an extended period of time (i.e. annual leave or training), the employee may submit a memorandum to the Chief expressing interest in a particular position or unit should a vacant position become available during the employee's absence. These memorandums shall include the date the employee will be away from work and the date the employee is expected to return to work, and shall only be valid between those specified dates.

    b. If more than one (1) qualified employee submits a *Memorandum of Interest*, the vacant position may be filled by the employee that best meets the qualifications, skills and abilities required by the position, provided disciplinary records are otherwise equal, at the discretion of the Chief. If there are two equally qualified candidates, seniority will be used to break the tie.

    c. If only one (1) qualified employee submits a *Memorandum of Interest*, but the Employer determines that his or her selection is not in the best interest of the Department (e.g. the employee is currently serving in a position where his or her talents are needed and cannot easily be replaced), the employer may select another qualified employee to fill the vacant position.

    d. Nothing in this section shall prohibit the Employer from making disciplinary lateral transfers in accordance with Section 34 of this Agreement. The non-disciplined employee displaced by the disciplinary transfer shall be given the first opportunity to return to his/her prior position when an opening becomes available.

e. Nothing in this section shall prohibit a lateral transfer wherein both employees request in writing to switch positions stating the reasons for the requests and the request is approved through the chain of command with the Chief having the final approval.

Section 38 EDUCATIONAL INCENTIVE PAY

A. The employer shall pay an educational incentive at the rate set forth below only for the highest level degree achieved by the employee:

Associates Degree	$ 50.00 per month
Bachelor's Degree	$ 100.00 per month
Master's Degree	$ 150.00 per month

B. To be eligible for educational incentive pay, an employee must:

1. Have successfully completed his/her probationary period

2. Have received a degree from a fully-accredited college or university verified by a certified official transcript

Section 39 STAFFING

Subject to the right of the Employer to set and determine the number of employees to be carried in each job classification, the Employer will meet and consider input from the Association prior to changes in staffing that decreases the number of union positions in an attempt to ensure that sufficient personnel and resources are available to allow employees to accomplish their duties in a timely and safe manner.

Section 40 LABOR MANAGEMENT COMMITTEE

The parties shall establish a Labor Management Committee (hereinafter referred to as "LMC") which shall be a standing committee for the duration of this Agreement. The LMC shall meet at least every other month at a mutually agreed upon time and place on paid status for all members. The Association and the Employer shall each appoint four members unless mutually agreed to the contrary. The LMC shall be free to address any topic of mutual interest or concern which affects working conditions of employees to include issues of health and safety. It is understood and agreed that while the parties shall not be restricted in the topics to be addressed other than set forth above, neither the discussions, nor the outcome thereof shall be considered or treated as constituting a binding agreement. This committee is not empowered to negotiate or resolve any changes in the collective bargaining agreement or formal grievances, but if an agreement can be reached on an issue of mutual interest or concern, the LMC will give the information to the City and the Association, and if both agree, a Memorandum of Understanding can be implemented.

Section 41 CITY OF SANTA FE AND POLICE DEPARTMENT RULES AND REGULATIONS

A. The Employer may amend or expand current rules and regulations which directly affect or may affect employees, provided provisions of this contract or any Memorandum of Understanding are not altered or affected. The Employer will provide a written or electronic copy of current or amended rules and regulations, or policies and procedures to each employee, within ten (10) calendar days of implementation.

B. The Employer will provide the Association President with a written or electronic copy of proposed Employer rules, regulations, policies or amendments and will provide the Association with an opportunity to provide input in writing prior to implementation, unless the change is due to an emergency situation.

1. The Employer will provide training when deemed necessary.

Section 42 CONTRACT INCLUDES ENTIRE AGREEMENT

The parties understand that this Agreement is the only existing Agreement between the parties and replaces any and all previous Agreements. The Employer and the Association may upon mutual agreement and negotiation place in effect a Memorandum of Understanding (MOU), which may interpret or clarify the provisions of this contract. A Memorandum of Understanding may not be used to make a substantive change to this agreement. If the parties mutually desire to substantively change or add provisions to this agreement, then the parties will meet in negotiations and attempt to negotiate the amendment. Any amendment will be submitted to the membership for ratification and to the governing body for contract amendment approval. The Employer and Association agree to furnish each employee, at a shared cost, with a copy of an MOU or any contract amendments and each employee is responsible for becoming familiar with the MOU or contract amendment.

Section 43 SAVINGS CLAUSE

Should any part of this Agreement or any provision contained herein be declared invalid by any court, state board, or tribunal of competent jurisdiction, the validity of the remaining portions shall not be affected. Should this occur, the parties will immediately meet to negotiate a suitable provision or replace the provision held invalid.

Section 44 TERMS OF AGREEMENT

THIS AGREEMENT is to be effective on the date of signature, except where a different date is indicated within any specific provision of this agreement, and will expire June 30, 2022. However, the continuation of this Agreement, or any successor Agreement, is contingent upon the presence of express statutory authorization for public sector collective bargaining.

Any Agreement provision by the Employer and the Association that requires the expenditure of funds shall be contingent upon the specific appropriation for wages and benefits by the Governing Body and the availability of funds. Any article of this Agreement which is dependent upon the authorization and appropriation of funds by the Governing Body shall be a topic of collective bargaining in successive years.

Negotiations of sections for fiscal year 2019/2020, 2020/2021, 2021/2022 or a successor agreement agreed to by the parties shall begin following submission of written notice to the Employer by the Association no later than August 1st. Negotiations shall begin no later than August 15th unless otherwise agreed by the parties.

The Association recognizes that it may be necessary for the Employer to increase compensation in order to recruit and retain qualified police officers. Thus, during the term of this Agreement, the Employer and the Association, upon mutual agreement, may reopen any provision of this Agreement. In addition, each party reserves the right to reopen up to three (3) sections for subsequent negotiation years.

Section 16: Compensation, in its entirety, shall be subject of re-negotiation each successive year of this Agreement. Should an agreement to Section 16: Compensation not be reached prior to the commencement of the new fiscal year, those provisions outlined in Section 16: Compensation shall be continued at the previously agreed compensation rate until a new Agreement is reached by the parties and approved by the Governing Body.

APPENDIX A

AN ACT

RELATING TO LAW ENFORCEMENT; CREATING THE PEACE OFFICER'S EMPLOYER-EMPLOYEE RELATIONS ACT.

BE IT ENACTED BY LEGISLATURE OF THE STATE OF NEW MEXICO;

Section 1. SHORT TILE.-- Sections 1 through 11 of this act may be cited as the "PEACE OFFICER's Employer-Employee Relations Act."

Section 2. FINDINGS AND PURPOSE. --

A. The legislature finds and declares that effective law enforcement is dependent upon the maintenance of stable relations between PEACE officers and their employers. Moreover, the existence of stable relations between PEACE officers and their employers will enhance law enforcement services provided to the citizens of New Mexico.

B. The purpose of the PEACE OFFICER's Employer-Employee Relations Act is to prescribe certain rights for PEACE officers, particularly when they are placed under investigation by their employer.

C. Provisions of this act only apply to administrative actions and shall not apply to criminal investigations of a PEACE OFFICER except as provided in Section 8 of this act.

Section 3. DEFINITION. -- As used in the PEACE OFFICER's Employer-Employee Relations Act, "PEACE OFFICER" or "OFFICER" means any employee of a police or sheriff's department that is part of or administered by the state or any political subdivision of the state who is responsible for the prevention and detection of crime and the enforcement of the penal, traffic or highway laws of the state.

Section 4. INVESTIGATIONS OF PEACE OFFICERS--REQUIREMENTS--When any PEACE OFFICER is under investigation by his employer for alleged actions that could result in administrative sanctions being levied against the OFFICER, the following requirements shall be adhered to:

A. Any interrogation of an OFFICER shall be conducted when the OFFICER is on duty or during his normal working hours, unless the urgency of the investigation requires otherwise;

B. Any interrogation of an OFFICER shall be conducted at the employer's facility, unless the urgency of the investigation requires otherwise;

C. Prior to commencement of any interrogation session:

(1) an OFFICER shall be informed of the name and rank of the person in charge of the interrogation and all other persons who will be present during the interrogation;

(2) an OFFICER shall be informed of the nature of the investigation, and the names of all known complainants shall be disclosed to the OFFICER unless the chief administrator of the OFFICER's employer determines that the identification of the complainant shall not be disclosed because it is necessary for the protection of an informant or because disclosure would jeopardize or compromise the integrity of security of the investigation; and

(3) a reasonable attempt shall be made to notify the OFFICER's commanding OFFICER of the pending interrogation;

D. During the interrogation session, the following requirements shall be adhered to:

(1) each interrogation session shall not exceed two hours unless the parties mutually consent to continuation of the session;

(2) there shall not be more than two interrogation sessions within a twenty-four hour period, unless the parties mutually consent to additional sessions, provided that there shall be at least a one-hour rest period between the sessions;

(3) the combined duration of an OFFICER's work shift and an interrogation session shall not exceed fourteen hours within a twenty-four hour period, unless the urgency of the investigation requires otherwise;

(4) there shall not be more than two interrogators at any given time;

(5) an OFFICER shall be allowed to attend to physical necessities as they occur in the course of an interrogation session; and

(6) an OFFICER shall not be subjected to offensive language or illegal coercion by his interrogator in the course of an interrogation session;

E. Any interrogation of an OFFICER shall be recorded, either mechanically or by a stenographer, and the complete interrogation shall be published as a transcript; provided that any recesses called during the interrogation shall be noted in the transcript; and

F. Any accurate copy of the transcript or tape shall be provided to OFFICER, upon his written request, no later than fifteen working days after the investigation has been completed.

Section 5. POLYGRAPH EXAMINATIONS.--After reviewing all the information collected in the course of an investigation of a PEACE OFFICER, the chief administrator of the OFFICER's employer may order the OFFICER to submit to a polygraph examination administered by a licensed polygraph examiner, provided that:

A. All other reasonable investigative means have been exhausted; and

B. The OFFICER has been advised of the administrator's reasons for ordering the polygraph examination.

Section 6. INVESTIGATION OF ADMINISTRATIVE MATTERS.-- When any PEACE OFFICER is under investigation for an administrative matter, the OFFICER shall be permitted to produce any relevant documents, witnesses or other evidence to support his case he may

cross-examine any adverse witnesses during any grievance process or appeal involving disciplinary action.

Section 7. PERSONNEL FILES.--

A. No document containing comments adverse to a PEACE OFFICER shall be entered into his Personnel file unless the OFFICER has read and signed the document. When an OFFICER refuses to sign a document containing comments adverse to him, the document may be entered into an OFFICER's Personnel file if;

(1) The OFFICER's refusal to sign is noted on the document by the chief administrator of the OFFICER's employer; and

(2) the notation regarding the OFFICER's refusal to sign the document is witnessed by a third party.

B. A PEACE OFFICER may file a written response to any document containing adverse comments entered into his Personnel file and the response shall be filed with the OFFICER's employer within thirty days after the document was entered into the OFFICER's Personnel file. A PEACE OFFICER's written response shall be attached to the document.

Section 8. CONSTITUTIONAL RIGHTS--NOTIFICATION.--When any PEACE OFFICER is under administrative investigation, he shall be immediately notified of the investigation and shall be afforded all the protections set forth in the bill of rights of the United States and New Mexico constitutions.

Section 9. FORCED DISCLOSURE OF FINANCIAL STATUS PROHIBITED.--A PEACE OFFICER shall not be required by his police or sheriff's department employer to disclose information regarding his financial status, unless all other reasonable investigative means have been exhausted or except as otherwise required by law.

Section 10. POLITICAL ACTIVITY.--

A. A PEACE OFFICER shall not be prohibited by his police or sheriff's department employer from engaging in any political activity when the OFFICER is off duty, except as otherwise required by law.

B. Notwithstanding the provisions of Subsection A of this section, any PEACE OFFICER employed by the New Mexico state police department shall be governed by the provisions of regulations adopted by the department regarding political activity.

Section 11. EXERCISE OF RIGHTS -- A PEACE OFFICER shall not be subjected to any retaliation by his employer due to the OFFICER's lawful exercise of his rights under the PEACE OFFICER's Employer-Employee Relations Act.

Section 12. EFFECTIVE DATE--The effective date of the provisions of this act is July 1, 1991.

APPENDIX B

Car Plan

I. Officer Assigned Vehicle Program:

A. Participation in this program shall be totally voluntary on the part of the officer. However, the right to deny participation in this program for just cause is reserved to the Chief.

B. An officer may be denied participation in the program regardless of his/her assignment if, in the judgment of the Chief, the officer's duties and responsibilities will not justify the assignment of a vehicle.

C. Officers volunteering to participate in this program agree to abide by all rules and regulations governing this program.

D. This program will be reviewed and may be modified at the discretion of the Chief. If, in the opinion of the Chief, the vehicle program for the Department, as covered by this agreement, proves unworkable in practice, the Chief shall have the option of revising or terminating the Agreement upon one-hundred twenty (120) days written notice of intent to the Association, and the Employer will meet and attempt to solve problems relating to the program; otherwise, said notice shall be final.

II. General Regulations:

A. No one other than a sworn Santa Fe Police Officer will be permitted to drive a police vehicle. Officers will not presume any special privileges with a City vehicle while off-duty. As an example, an officer living in an apartment complex will park the vehicle in the designated area at all times, not in a reserved or no parking area.

B. Non-sworn employees (i.e.) Animal Services; Public Safety Aides; Crime Scene Technicians; and Property-Fleet Manager, will be permitted to drive an assigned vehicle, and may have their assigned vehicle privilege suspended/revoked for just cause. Non-sworn employees will not presume any special privileges with a City vehicle while off-duty. As an example, a non-sworn employee living in an apartment complex will park the vehicle in the designated area at all times, not in a reserved or no parking area. This agreement will not prevent the chief from assigning a vehicle to any other non-sworn employee.

C. Unattended vehicles of off-duty officers or non-sworn employees must be locked at all times.

D. Officers or non-sworn employees will not operate an assigned vehicle within less than eight hours after consuming any alcoholic beverages.

E. No officer participating in the Officer Assigned Vehicle Program will be authorized to transport any passenger except under the following conditions:

1. Approved Ride-Along.

2. Children for day care only when an emergency arises, and a supervisor is notified.

F. The Department vehicle will not be utilized for carrying heavy or excessive loads, and will not have objects protruding from the trunk or windows.

G. During vacations of five consecutive days or more when the officer or non-sworn employee will be out of their approved take home recorded address, or when an officer or non-sworn employee is on sick leave, or injury time for five days or more, the City vehicle will be turned in at the police department and or designated area, locked up, and will not be used except in an emergency. The officer or non-sworn employee will be reassigned the vehicle upon return to the City, or return to normal duty. The vehicle may, at the Commander's discretion, be parked at a designated official; City of Santa Fe facility instead of the police department.

H. In the event any officer is placed on light duty status they:

1. Shall not be allowed to drive a marked unit.

2. Will turn in the marked unit.

3. May be issued an unmarked unit until such time as he/she is back to full duty, subject to availability of an unmarked unit.

III. Vehicle Operation Regulations:

A. Officers and non-sworn employees hired on or after April 1, 2012 will not utilize vehicles more than forty-five (45) radius miles from the City of Santa Fe municipal limits, except on official business. Officers and non sworn employees hired prior to April 1, 2012 are hereby allowed up to sixty (60) roadway miles from the City of Santa Fe municipal limits and shall not utilize their vehicles more than this roadway mileage, except on official business.

B. All officers or non-sworn employees assigned a City Vehicle will exercise good judgment and will not operate the vehicle in a manner so as to generate unfavorable comment, or reflect discredit on the Department.

C. Officers, while off-duty and operating a City vehicle, will be appropriately attired and have in his/her possession badge, ID, and sidearm to effectively perform a police function while, at the same time, presenting a favorable image. Officers will wear (slacks or jeans) and a shirt while operating the vehicle; cut-offs, shorts, t-shirts and tank tops will be considered inappropriate attire.

D. Officers and non-sworn employees shall be allotted a set amount of fuel per week for their assigned police vehicle(s) in accordance with the below listed table. Officers and non-sworn employees shall be responsible for assuring their assigned vehicle has a sufficient amount of fuel to perform their job duties, to include routine patrol.

Personnel	Gallons per Vehicle per Week
Sworn Personnel – Uniformed (Patrol, Traffic)	40 gallons
Sworn Personnel - Plain Clothes (to include Under Cover (UC) Vehicles)	30 gallons
Sworn Personnel – Administrative (Training, Crime Prevention, Recruiting)	25 gallons
Civilian Personnel – Uniformed (Animal Services)	40 gallons
Civilian Personnel – Uniformed (Public Safety Aides)	30 gallons
Civilian Personnel - Plain Clothes (Crime Scene Technicians; Fleet Manager)	20 gallons

The allotted amount of fuel shall not be cumulative nor shall any past week's balance carry over to the following week's allotment. Officers assigned to official Department or City business, such as training or meetings outside the city limits or outside the state shall be exempt from the fuel allotment for that particular incident and/or event. Higher fuel consumption due to special circumstances will be considered an exception to the designated allotment.

E. An officer using the City vehicle, while off-duty will not be required to go in and out of service but if he/she is near a priority one call, he/she must advise the dispatcher.

F. The safety of passengers rests solely with the officers operating the City vehicle.

G. Emergency runs will not be made while the vehicle is occupied by passengers other than Department members, except for Department approved Ride-Alongs.

H. When responding to calls for service while off-duty, the officer may be required to handle the call in order to best preserve and handle evidence and maintain continuity. In such cases, the officer shall be compensated with overtime pay consistent with Department regulations and the Association Agreement.

I. Officers are responsible for enforcing traffic laws while operating a marked patrol unit off-duty; this is intended to be for flagrant, dangerous violations.

IV. Maintenance Regulations:

A. The officer and non-sworn employees assigned to a City vehicle shall be fully responsible for seeing that the general maintenance and proper care of the vehicle is performed (The Employer shall perform and pay for the maintenance), and shall refrain from:

1. Making anything but minor adjustments

2. Altering the body, general design, appearance, markings, mechanical, or electrical systems. The addition or modifications of light to a vehicle will require prior approval from the Chief of Police. This section also prohibits the addition of bumper stickers or license plates that promote a commercial enterprise or that present a theme which may be controversial among varying segments of the community.

3. Making any repairs, or having any repairs made to the vehicle, other than at the authorized Department garage

4. Using fuel, oil, lubricant, or other liquid additives in the vehicle, other than those issued at authorized motor pool fuel depots

5. The Employer assumes no financial responsibility for stolen, damaged or lost personal electronic devices, purchased and/or installed by the employee.

B. Officers and non-sworn employees will be responsible for the appearance and cleanliness of their vehicles, both interior and exterior.

C. Officers and non-sworn employees will wash the vehicle at their own expense and wax it at least once every six months.

D. Officers and non-sworn employees will change flats, when on-duty or off-duty. Repairs to the tires will be made by the authorized city warehouse employee(s). The flat tire will be delivered to the warehouse.

E. Officers and non-sworn employees will be required to have all maintenance and service work done on their assigned vehicle. A work order must be submitted for all maintenance, repairs and service work.

F. All vehicles will be inspected bi-monthly by the immediate supervisor of the vehicle operator. The inspection shall include:

1. Cleanliness -- interior and exterior

2. Maintenance -- performed at the proper interval

3. Equipment – Inventoried and in good working order

Random audit inspections will be conducted by the Captains and/or above as deemed necessary by the Chief or designee. Inspections will be administered on a scientifically random number selection basis.

G. Officers and non-sworn employees shall, at all times, drive the vehicle with reasonable prudence in order to maintain it at the highest degree of operating efficiency.

H. Negligence, on the part of the officer or non-sworn employees, in the care and operation of the vehicle, or failure to follow these procedures, may be cause for the vehicle to be taken away from an officer or non-sworn employees.

1. Take-home car privileges may be revoked for up to 30 days upon a first infraction of any of these rules governing the plan up to 180 days from any subsequent infraction. Unit Commanders may request an extension of these time periods for serious infractions. Officers or non-sworn employees will be notified by letter of the suspension of their take-home privileges.

I. All suspensions of car privileges under this provision must be approved by the Chief prior to the suspension being enforced. Any administrative action resulting in more than the suspension of the take home car privilege is subject to the provision delineated in Section 34 of this agreement. Any documentation of revocation of take home car privileges not combined with a disciplinary action will be maintained by the office of the Chief; however, such documentation will not be added to an employee's personnel file. The take home car plan is a privilege not a right and may be revoked at the sole discretion of the Chief.

J. If it becomes necessary for a permanently assigned City vehicle to be out of service for extended repairs, the officer may be assigned a loaner vehicle for use if there is a sufficient number of loaner vehicles available.

APPENDIX C

CITY OF SANTA FE
RESOLUTION NO. 1988-11
INTRODUCED BY:
A RESOLUTION

SUPERSEDING RESOLUTION NO. 1987-41; ESTABLISHING A WORKERS COMPENSATION POLICY FOR CITY EMPLOYEES

WHEREAS, each municipality employing workers shall become liable to, and shall pay to and shall pay to any such worker injured by accident arising out of and in the course of employment, and, in case of death being occasioned thereby, to such person as may be appointed by the court to receive the same for the benefit of dependants, compensation in the manner and amount at the times herein required...., and

WHEREAS, the purpose of the workers compensation legislation is to provide a humanitarian and economical system of compensation for injured worker; and

WHEREAS, it is in the intent of the City of Santa Fe not only to comply with state statutes, but also to ensure that employees who sustain an accidental injury arising out of and in the course and scope of their employment with the City are provided an impartial and equitable system of compensation for said injury; and

Whereas, it is further the intent of the City of Santa Fe that whenever possible employees be encouraged to work toward their recovery and the City advocates "limited" or "light duty" for recovering employees.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF SANTA FE that:

Section 1. The first seven days of absence following an employee's accidental injury arising out of and in the course of the employee's employment with the City be considered "injury leave" to be paid out of the appropriate department's budget with all the usual deductions made; and

Section 2. After the first seven days of injury, the employee will be continued on injury leave at full salary up to but no exceeding six months (180 days).

Section 3. During this period of time mentioned in Section 2, infra, the employee will be allowed to accrue sick leave and annual leave at the normal rate and PERA contributions will be matched "dollar for dollar" while the employee is on injury leave so that full PERA credit would continue.

Section 4. If the employee will be out more than six months he/she can petition the Worker's Compensation Claims Review Committee who will, on a case-by-case basis, review each case and, if compensation is to be continued, establish compensation at the rates of Worker's Compensation.

Section 5. During the period mentioned in Section 4, infra, the employee will be allowed to accrue sick leave and annual leave at a pro-rated basis. PERA will also be paid on a pro-rated basis.

Section 6. The employee is encouraged whenever possible to return to "light" or "limited duty" as an incentive toward rehabilitation.

PASSED, APPROVED AND ADOPTED this 24th day of February, 1988

APPENDIX D

DRUG AND ALCOHOL TESTING POLICY FOR THE CITY OF SANTA FE POLICE DEPARTMENT

SECTION 1. POLICY

It is the goal and policy of the City of Santa Fe ("City") and the Santa Fe Police Officers Association ("SFPOA") for the employees of the Police Department to maintain a drug and alcohol free work environment through the use of a reasonable employee drug and alcohol testing program. The following reasons support this Policy:

A. PUBLIC SAFETY: Public safety and policing are responsibilities that have dangers not present in other governmental functions. These dangers include the potential and actual use of firearms and other weapons; the use of force including the possible use of deadly force; the operation of emergency vehicles; the prevention of escape; the keeping of order and the enforcement of rules of conduct; and similar responsibilities. These responsibilities have inherent dangers not present in most other governmental functions. An agency charged with these kinds of responsibilities cannot tolerate any kind of conduct on the part of employees which would impair their judgment or skills and thus create an unreasonable risk of harm to the public and other employees.

B. PUBLIC TRUST AND INTEGRITY: The public has the right to demand that those who are charged with enforcing the law obey the law. Since the use of controlled substances (hereinafter simply "drugs") violates the law, public trust is compromised when those who enforce the law violate the law. Courts have repeatedly said that there is no other government agency in which the public must have more confidence than its public safety and correctional agencies.

C. WITNESS IMPEACHMENT: Often the most important weapon in the criminal justice arsenal is the word of an employee or officer. An employee who engages in conduct which violates the law potentially places his or her credibility on the line. If an employee has used drugs in violation of the law, it may cast a fatal shadow over the employee's judgment and performance when they are issues in court.

D. EMPLOYEE MORALE/SAFETY: Employees must be able to depend on their co-workers being reliable, effective, alert, and co-operative. Employees must work together in sometimes very close quarters and in tense situations with great potential for harm to the public, prisoners and other employees. Conduct on the part of employees, which impairs their ability to perform their duties places the safety of their co-workers in jeopardy. It may also have a bad effect on the morale of other employees because of a lack of trust in those who use controlled substances. Such conduct interferes with the mission and responsibilities of the Police Department.

E. LOSS OF PRODUCTIVITY: The abuse of drugs and/or alcohol may lead to poor performance and increased rates of absenteeism. It also increases the risk of on the job injuries with the resultant increase in workers' compensation and other related costs.

SECTION 2. PURPOSE

The purpose of this Policy is to offer guidelines to ensure an employee's drug-free status as a condition of employment and to provide procedures for drug/alcohol testing.

SECTION 3. DEFINITIONS

ALCOHOL means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohol's including methyl and isopropyl alcohol.

APPLICANT is an individual who is seeking to be employed in a position with the Police Department.

CONTROLLED SUBSTANCE is marijuana, cocaine, opiates, amphetamines, phencyclidine, and Anabolic-Androgenic Steroid.

DRUG TEST is a urinalysis test to detect drugs administered under approved medical conditions and procedures.

DRUG ALCOHOL PROGRAM MANAGER is a city employee responsible for administering the drug and alcohol-testing program.

EMPLOYEE refers to any individual employed by the City of Santa Fe Police Department regardless of probationary status, union status, position, or rank.

MEDICAL REVIEW OFFICER (MRO) means a licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by the City's drug testing program who has knowledge of substance abuse disorders, and has appropriate medical training to interpret and evaluate an individual's positive test result together with the individual's medical history and any other relevant biomedical information.

SAFETY SENSITIVE EMPLOYEE means an employee who performs the duties of a safety-sensitive position as identified in this policy.

SAFETY SENSITIVE POSITION means a position which requires the employee to perform duties which impact the safety of the public and which expose the employee to hazardous conditions and requires responsibility for the physical safety of others. The City of Santa Fe has identified the following positions to be Safety Sensitive:

1. All commissioned police officers, regardless of rank
2. Public Safety Aides

SUBSTANCE ABUSE PROFESSIONAL is a licensed physician (medical doctor or doctor of osteopathy), or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substance related disorders.

VERIFIED NEGATIVE TEST means a drug/alcohol test result reviewed by a medical review officer and determined not to contain alcohol or prohibited drugs or their metabolites above the cutoff standards established for laboratories approved to conduct Department of Transportation ("D.O.T.") testing.

VERIFIED POSITIVE TEST means a drug/alcohol test result reviewed by a medical review officer and determined to contain alcohol or prohibited drugs or their metabolites above the cutoff standards established for laboratories approved to conduct D.O.T. testing.

SECTION 4. PROHIBITIONS AND RESPONSIBILITIES

A. Each employee covered by this Policy is:

1. Prohibited from possessing, selling, purchasing, manufacturing or transferring any controlled substance in violation of city, state or federal law, whether on or off duty.

2. Prohibited from any use of any controlled substance in violation of city, state or federal law, whether on or off duty.

3. Prohibited from consuming or possessing alcoholic beverages on duty, except where its use is required and documented pursuant to a case plan and the standard operating procedures.

4. Prohibited from consuming alcoholic beverages while operating a city vehicle or four hours (4) prior to operating such vehicle.

5. Prohibited from the consumption of alcohol within four (4) hours of the employee's scheduled time to report to work, or within eight (8) hours following an accident or until the employee takes a post-accident alcohol and/or drug test, whichever occurs first.

6. Required to submit to reasonable suspicion alcohol and/or drug testing when directed by the City of Santa Fe; and prohibited from tampering or attempting to tamper with such alcohol and/or drug test.

B. Each employee, under this Policy:

1. Shall be responsible for informing his/her supervisor when being prescribed medication that may impair on-the-job performance or affect their ability to perform work duties safely and efficiently.

2. Shall use medically authorized drugs or over the counter medications in a manner which will not impair on-the-job performance or affect their ability to perform work duties safely and efficiently. Employees may be required to provide proof of lawful prescription.

3. Shall promptly report to his/her supervisor whenever he/she observes or has knowledge of another employee who poses a hazard to the safety and welfare of others.

4. May be temporarily re-assigned to other duties during the time he/she is required to take prescribed medication which has the potential to impair on-the-job performance or affect their ability to perform work duties safely and efficiently.

5. Any employee who unintentionally ingests, or is made to ingest, a controlled substance shall immediately report the incident to his or her supervisor so that appropriate medical steps may be taken to ensure the officer's health and safety. A *Supervisor's First Report of Accident* shall be completed within 24 hours of the incident.

SECTION 5. EDUCATION

Every employee will receive a copy of this Policy, and will receive a minimum of sixty (60) minutes of training regarding this Policy and the effects of prohibited drug use and alcohol misuse that impacts an individual's biological, emotional, and psychosocial well being. The effects of misuse can be seen in an individual's work performance, attitude and social interaction. Training shall be provided to each employee within 60 days of adoption of this Policy for current employees, and within 60 days of a new employee's date of hire.

All supervisory personnel responsible for determining whether reasonable suspicion exists to require an employee to undergo alcohol and/or drug testing will also receive a minimum of one hundred and twenty (120) minutes of training on the physical, behavioral, speech, and performance indicators, of probable prohibited drug use and alcohol misuse.

SECTION 6. SUBSTANCES TESTED

A. Alcohol

Employees subject to alcohol testing will have a sample of their breath tested for the presence of the intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weight alcohol including methyl or isopropyl alcohol. A breath alcohol level of 0.04 or greater constitutes a positive test result. A confirmation test will be given if an employee's initial breath alcohol test level exceeds 0.04.

Any refusal to submit to an alcohol test, and all positive alcohol tests, will be reported immediately by the testing facility to the City of Santa Fe Drug and Alcohol Program Administrator.

B. Drugs

Employees subject to drug testing will have a sample of their urine tested for the presence of six (6) drugs, as follows:

1. Marijuana
2. Cocaine
3. Opiates
4. Amphétamines
5. Phencyclidine
6. Anabolic-Androgenic Steroid

All drug tests will be reported by the testing laboratory to a medical review officer (MRO) who will evaluate the results. After evaluation and interpretation, all verified positive test results will be reported by the MRO to the employee and to the City of Santa Fe Drug and Alcohol Program Administrator. Any refusal to submit to a drug test will be immediately reported by the collection site to the City of Santa Fe Drug and Alcohol Program Administrator.

With respect to verified positive drug tests, employees will be notified by the MRO that they have seventy-two (72) hours following this notification in which they can request, at their own expense, that split urine specimen be tested by another Department of Health and Human Services (DHHS) certified testing laboratory. In the event that the split sample test is negative, the employee will be reimbursed for the test.

Failure to request testing of the split specimen within seventy-two (72) hours of being notified of a positive test by the MRO will result in the test results from the original specimen being accepted as the final test results.

SECTION 7. TYPES OF TESTING

The following tests will be required of all employees in accordance with the alcohol and drug testing procedures set forth in this Policy:

A. Pre-employment tests
B. Post-accident tests
C. Random tests
D. Reasonable suspicion tests
E. Return to duty/Follow-up tests

SECTION 8. ALCOHOL AND DRUG TESTING PROCEDURES

This Policy incorporates the following federal regulations for alcohol and drug testing procedures required for transportation workplace drug testing programs:

49 CFR PART 40

Subpart A
40.3 Definitions

Subpart B – Drug Testing
40.21 The drugs.
40.23 Preparation for testing.
40.25 Specimen collection procedures.
40.27 Laboratory Human Resources.
40.29 Laboratory analysis procedures.
40.31 Quality assurance and quality control.
40.33 Reporting and review of results.
40.35 Protection of employee records.
40.37 Individual access to test and laboratory certification results.
40.39 Use of DHHS – certified laboratories.

Subpart C – Alcohol Testing
40.51 The breath alcohol technician.
40.53 Devices to be used for breath alcohol tests.
40.55 Quality assurance plans for EBT's.
40.57 Locations for breath alcohol testing.
40.59 The breath alcohol testing form and log book.
40.61 Preparation for breath alcohol testing.
40.63 Procedures for screening tests.
40.65 Procedures for confirmations tests.
40.67 Refusal to test and uncompleted tests.
40.69 Inability to provide and adequate amount of breath.
40.79 Invalid tests.
40.81 Availability and disclosure of alcohol testing information about individual employees.
40.83 Maintenance and disclosure of records concerning EBTs and BATs.

It is the intent of this Policy that Police Department employees subjected to testing will be provided with the same ***testing procedures***, safeguards, confidentiality, chain of custody provisions and integrity of the testing process provided to transit employees pursuant to the federal regulations.

SECTION 9. PRE-EMPLOYMENT TESTING

A. Applicants selected for hire will be required to undergo pre-employment testing. Applicants will be informed that they are subject to pre-employment drug testing at the time they apply for a position. Once a conditional job offer is made, the applicant shall have a urine sample collected and tested for evidence of the substances listed in Section 6. The time, date and location of the physical examination and drug test will be announced in advance of the test. Applicants for or employees transferred into

specialized units, which require the safety sensitive employee to have direct involvement in drug interdiction, will also be subjected to drug testing prior to joining the unit.

B. Disqualification from Employment

1. Applicants for initial hire will be disqualified from employment if they:

a. fail to appear for the physical examination and urine collection on the designated day unless excused by the City for good and verifiable cause; or

b. refuse to provide a urine sample; or

c. attempt to alter, taint or otherwise provide a false sample; or

d. test positive for the presence of one of the substances listed in Section 6.

SECTION 10. POST-ACCIDENT TESTING

All employees in safety-sensitive positions as identified in this policy will be subject to post-accident alcohol and drug testing in accordance with the City's alcohol and drug testing procedures.

A. A City of Santa Fe safety representative, supervisor or other qualified person shall be responsible for making a determination whether a post-accident drug and alcohol test is required at the time any covered employee is involved in an accident where a fatality or serious injury has occurred.

B. The City of Santa Fe will also test any safety-sensitive employees whose performance could have contributed to the accident.

C. Employees required to submit to post-accident drug and alcohol testing will be tested as soon as possible (in all cases drug tests shall be conducted within thirty- two (32) hours following the accident and alcohol tests shall be conducted within eight (8) hours of the accident).

D. An employee required to submit to a post-accident drug and alcohol test will be transported by the City to the collection site and will be required to sign a medical authorization for an administrative alcohol and drug test. The employee must provide a urine and breath sample unless it is determined by medical personnel present that the employee is medically unable to provide the required samples. Following the test, the employee will be relieved of duty with pay pending the City's receipt of the results of the tests from the MRO.

E. It is the City of Santa Fe's policy that employees who are required to submit to a post accident drug and alcohol test will be subject to discipline in accordance with Section 16 of this policy if they:

1. refuse to sign a medical authorization for an administrative alcohol and drug test or refuse to provide a breath and/or urine sample (such a refusal shall constitute a verified positive drug and/or alcohol test result); or

2. attempt to alter, taint, or otherwise provide a false sample; or

3. test positive for the presence of one or more of the substances listed in Section 6 of this policy.

F. Safety sensitive employees must be readily available for post-accident testing. If an employee fails to remain readily available, e.g., notifying supervisor where employee can be located if employee leaves scene of the accident prior to submitting to testing, the employee will be deemed to have refused to submit to testing which shall constitute a verified positive drug and/or alcohol test result. The requirement to immediately report for post-accident testing is stayed while an employee assists in resolution of an accident or receives medical attention following an accident. In such cases, the employee shall report for post-accident testing immediately after the employee completes provision of necessary post-accident assistance or after necessary medical attention is provided.

SECTION 11. VOLUNTARY TESTING

The City shall provide any employee an opportunity to voluntarily submit to a drug and/or alcohol screening test, at the City's expense, immediately following any incident, which may result in allegations of misconduct against the employee (s) or the department.

SECTION 12. RANDOM TESTING

A. The City of Santa Fe will maintain a list of all employees in safety sensitive positions in the Police Department. During each calendar year, alcohol and/or drug tests will be administered to these employees on a scientifically random number selection basis. Under the random selection process each employee will have an equal chance of being selected for testing based on neutral criterion such as social security numbers. This process means that alcohol and drug tests are unannounced. Selected employees are required to report immediately for testing after notification of selection. The dates for administering unannounced testing of randomly selected employees shall be spread reasonably throughout the calendar year. All employees will remain in the random pool even after being selected for testing. Thus, it is possible for an employee to be selected for testing more than once within a given time period.

1. Selected employees who are off duty or on regularly scheduled days off shall be notified of their selection upon their return to work and are required to report immediately for testing after notification of selection.

B. At least 50% of the total number of safety sensitive employees shall annually be randomly tested for drugs, and at least 10% of the total number of safety sensitive employees shall annually be randomly tested for alcohol.

C. Safety sensitive employees in the following specialized units will be included in a separate pool for random selection in addition to the pool described in Paragraph A above:

1. all safety sensitive employees of the Special Operations and K9 units.

2. all safety sensitive employees assigned to the Narcotics unit or "Region 3 Drug Task Force."

3. safety sensitive employees of any other unit whose function is the detection and interdiction of illegal drugs.

At least 50% of the total number of safety sensitive employees in this pool shall be randomly tested for drugs on a quarterly basis.

D. Employees selected for random alcohol and/or drug tests will be provided with transportation and will immediately report to the collection site where they will be required to provide a breath and/or urine sample.

E. It is the City of Santa Fe's policy that employees will be subject to discipline in accordance with Section 16 of the Policy if they:

1. do not appear and complete a random drug and/or alcohol test immediately following notification to appear for such tests, refuse to sign a medical authorization for an administrative alcohol and drug test or refuse to provide a breath and/or urine sample (such a refusal shall constitute a verified positive drug and/or alcohol test result); or

2. attempt to alter, taint, or otherwise provide a false sample; or

3. test positive for the presence of one or more of the substances listed in Section 6 of this policy.

SECTION 13. REASONABLE SUSPICION TESTING

A. All employees may be required to submit to a reasonable suspicion alcohol and/or drug test.

B. Employees who are reasonably suspected by a supervisor of violating this Policy will be required to submit to an alcohol and/or drug test in accordance with this Policy. A trained supervisor who makes a determination that a test is required will complete a form indicating the grounds for such determination. Reasonable suspicion must be based on a belief by a trained supervisor that an employee is using or has used drugs or alcohol in violation of this Policy and is drawn from specific objective and articulated facts and reasonable inferences drawn from those facts in light of experience, and may be based upon, among other things:

1. observable phenomena, such as direct observation of alcohol or drug use and/or the physical symptoms or manifestations of being under the influence of alcohol or a drug such as appearance, speech or body odors;

2. abnormal conduct or erratic behaviors while at work, excessive absenteeism, tardiness, or deterioration in work performance;

3. an arrest for drug related charges.

C. An employee who is required to submit to an alcohol and/or drug test under this section must sign a medical authorization for an administrative alcohol and drug test.

D. Employees will be transported by the City to the collection site and will be required to provide a breath and/or urine sample. Following completion of the test, employees will be transported home and relieved of duty with pay pending the City's receipt of the results of the test from the MRO.

E. It is the City of Santa Fe's policy that employees will be subject to discipline in accordance with Section 16 of this Policy if they:

1. refuse to sign a medical authorization for an administrative alcohol and drug test or refuse to provide a urine and/or breath sample (which refusal shall constitute a verified positive drug and/or alcohol test result); or

2. attempt to alter, taint, or otherwise provide a false sample; or

3. test positive for the presence of one or more of the substances listed in Section 6 of this Policy.

SECTION 14. RETURN TO WORK TESTING

Employees who self-referral, in accordance with Section 18 of this Policy, prior to returning to work, will be required to take a return to duty alcohol and/or drug test with a verified negative result in accordance with this Policy.

SECTION 15. FOLLOW-UP TESTING

Employees who self-referral, in accordance with Section 16 and 18 of this Policy, upon return to work, shall be subject to a minimum of six (6) unannounced drug and/or alcohol follow up tests during the first twelve (12) months following the employee's return to work, and further testing as recommended by the substance abuse professional for up to a maximum of sixty (60) months.

SECTION 16. CONSEQUENCES OF THE MISUSE OF DRUGS AND ALOCHOL

Any employee testing positive for any of the drugs specified in Section 6(B) of this Policy, or who has a breath alcohol concentration of 0.04 or greater, will be immediately removed from

his/her position and placed on leave with pay status pending disciplinary action. Employees testing positive will be provided with information from the City's employee assistance program (EAP) regarding alcohol and/or substance abuse and the names, addresses and telephone numbers of substance abuse professionals and counseling and treatment programs. The City will have no responsibility to pay for any necessary treatment on the part of the employee.

A. Consequences of a Positive Drug or Alcohol Test

1. Any job applicant who tests positive for drugs will not be hired.

2. Conditional Retention

If an employee, before selection for drug or alcohol testing, voluntarily admits that he/she is using drugs or has a problem with alcohol and is not otherwise subject to termination under Section 16(A)(3) of this Policy, will be offered conditional retention of employment if the employee:

(a) submits to an evaluation by a substance abuse professional approved by the City's EAP; and

(b) signs a conditional retention of employment agreement; and

(c) is determined by a substance abuse professional to require assistance in resolving problems associated with drug abuse and/or alcohol misuse (the employee must agree to attend a City of Santa Fe approved treatment program and sign a monitoring agreement with the City's EAP to ensure successful completion of the treatment program specified by the substance abuse professional); and

(d) upon release to return to work by the substance abuse professional, is subject to a return to duty drug and/or alcohol test and follow-up tests.

The employee who is conditionally retained must fully comply with the conditions of retention of employment, including successful completion of the treatment program specified by the substance abuse professional. Upon notification of self-referral the employee will be relieved of his duties until released to return to work by the substance abuse professional. The employee may utilize any accrued comp time, annual and sick leave, and authorized leave under the Family Medical Leave Act ("FMLA") until exhausted to cover the necessary leave.

3. Termination

Employees will be terminated with due process if the employee:

(a) uses, possesses, sells, purchases, manufactures or transfers any controlled substances in violation of city, state or federal law, whether on or off duty,

or consumes or is in possession of alcohol on duty (and such consumption or possession is not authorized per Section 4(A)(3)).

(b) consumes alcoholic beverages while operating a city vehicle; or four hours (4) prior to operating such vehicle; or within four (4) hours of the employee's scheduled time to report to work; or within eight (8) hours following an accident involving a city vehicle or until the employee takes a post-accident alcohol and/or drug test, whichever occurs first.

(c) refuses to submit to an alcohol and/or drug test when so directed by the City of Santa Fe, or tampers or attempts to tamper with an alcohol and/or drug test; or,

(d) tests positive and was involved in an accident resulting in death, serious injury or extensive property damage; or

(e) does not appear and complete a follow-up drug and/or alcohol test within two (2) hours following notification to appear for such tests, refuses to sign a medical authorization for an administrative alcohol and drug test or refuses to provide a breath and/or urine sample; or

(f) has a confirmed positive drug or alcohol test

SECTION 17. CONFIDENTIALITY

All testing will be conducted in accordance with the federal regulations to ensure test results are accurate and reliable. Further, the City will carry out this Policy in a manner that respects the dignity and confidentiality of those involved. No laboratory reports or test results shall appear in the employee's employment history unless they are a part of a disciplinary action taken. Laboratory reports and test results shall be placed in a special locked file maintained by the Drug Abuse Coordinator. Files relating to laboratory reports or test results maintained by the Drug Abuse Coordinator must be kept confidential and shall be disclosed only by consent of the patient. Test information, however, shall be released to the employee, the employer, or the decision maker in a lawsuit, grievance, or other proceeding initiated by or on behalf of the individual and arising from a certified positive drug test. Upon request, an employee is entitled to obtain copies of any records pertaining to the employee's use of prohibited drugs, including any records pertaining to the employee's drug tests.

SECTION 18. EMPLOYEE ASSISTANCE PROGRAMS/SELF-REFERRAL

The City of Santa Fe takes seriously its commitment to provide safe conditions to the public and its employees. Recognizing this commitment, the City maintains employee assistance programs that can provide access to professional services in an effort to aid any employee who has an alcohol or chemical dependency problem. Participation in this program is voluntary and all records regarding self-referral or acknowledgement will be kept confidential to the extent required by law.

All employees who suspect they may have alcohol or substance abuse problems are strongly encouraged to utilize employee assistance program resources before the problem affects their employment status. There will be no disciplinary action involved. Voluntary self-referral, however, shall not relieve the employee from responsibility for adequate job performance. Self-referral after notification of a required drug or alcohol test will not eliminate the requirement to take such a test and will not preclude the taking of disciplinary action against an individual who fails a required drug or alcohol test.

Any costs for counseling or rehabilitation shall be the responsibility of the employee. Questions about the City of Santa Fe's employee assistance programs should be addressed to the City's Safety Officer, who serves as the drug and alcohol program administrator.

SECTION 19. APPEALS

Any employee subject to discipline as a result of drug/alcohol testing will have the right to grieve the discipline pursuant to their respective collective bargaining agreement.

SECTION 20. LEGAL ISSUES

This rule or regulation is for internal use only, and does not enlarge an officer's civil or criminal liability in any way. It should not be construed as the creation of a higher standard of safety of care. Violations of this policy, if proven, can only form the basis of a complaint by this Department, and then only in an administrative setting.

Because chemical testing is not testimonial, compulsory urinalysis or breath alcohol tests do not implicate or violate the Fifth Amendment privilege against self-incrimination. See *Schmerber v. California,* 384 U.S. 757, 761 (1966); see also *State v. Richardson,* 87 N.M. 437 (Ct. App. 1975) (the privilege against self-incrimination applies to disclosures that are communicative or testimonial, and the criminal defendant was not compelled to testify against himself by the drawing of blood from his body). Nevertheless, nothing in this policy shall be deemed a waiver of an employee's constitutional protections or privileges afforded in *Garrity v. New Jersey,* 385 U.S. 493 (1967). Any statements written or verbal regarding illegal drug or alcohol use made by employees while in the course and scope of complying with the requirements of this policy shall be deemed compelled and may not be used for criminal prosecution.

IN WITNESS THEREOF, the parties have signed their names and affixed the signature of their authorized representatives on this _____ day of _____, 2021.

_____
Alan M. Webber, Mayor

ATTEST:

_____
Kristine M. Bustos-Mihelcic, City Clerk

APPROVED AS TO FORM:

_____
Erin K. McSherry, City Attorney

Santa Fe Police Officers Association:

_____
Rebecca R. Hilderbrandt, President

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

n) CONSIDERATION OF RESOLUTION NO. 2021-__: A Resolution Supporting the Creation and Management of TreeSmart Santa Fe, a Comprehensive Tree Canopy Project in the City of Santa Fe. (Councilor Romero-Wirth, Councilor Cassutt-Sanchez, and Councilor Lindell) (Melissa McDonald, Acting Parks Division Director: mamcdonald@santafenm.gov, 955-6840)

Committee Review:
Quality of Life Committee: 3/17/21
Finance Committee: 3/22/21
Governing Body: 3/31/21

FINANCE COMMITTEE ACTION:

Approved on consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

ACTION SHEET
ITEM FROM QUALITY OF LIFE COMMITTEE MEETING OF 03/17/2021
FOR CITY COUNCIL MEETING OF 03/31/2021

ISSUE:

CONSIDERATION OF RESOLUTION NO. 2021-__: A Resolution Supporting the Creation and Management of TreeSmart Santa Fe, a Comprehensive Tree Canopy Project in the City of Santa Fe. (Councilor Romero-Wirth and Councilor Cassutt-Sanchez) (Melissa McDonald, Acting Parks Division Director: mamcdonald@santafenm.gov, 955-6840)

Committee Review:
Quality of Life Committee: 3/17/21
Finance Committee: 3/22/21
Governing Body: 3/31/21

QUALITY OF LIFE COMMITTEE ACTION: Approved on consent agenda. Councilors Villarreal and Rivera wish to sign on as co-sponsors.

SPECIAL CONDITIONS OR AMENDMENTS:

SEND TO:
Finance Committee; Governing Body

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

10. CONSENT CALENDAR

b. CONSIDERATION OF RESOLUTION NO. 2021-____. (Councilor Romero-Wirth, Councilor Sanchez, Councilor Lindell, Councilor Rivera, and Councilor Villarreal)

A Resolution Supporting the Creation and Management of TreeSmart Santa Fe, a Comprehensive Tree Canopy Project in the City of Santa Fe. (Melissa McDonald, Acting Parks Division Director, mamcdonald@santafenm.gov, 955-6840 and Jennifer Faubion, Council Liaison, jrbaubion@santafenm.gov, 955-6033)

COMMITTEE REVIEW:

Quality of Life Committee: 03/17/21
Finance Committee: 03/22/21
Governing Body: 03/31/21

Name: Stefanie Beninato
Comment - 03/31/2021 12:48 PM: (No Vote)
Talking about planting trees and the need for equity seems really to politicize an environmental issue. What private lands might be considered as it states under this project—no definition given.

City of Santa Fe New Mexico
Memorandum

Date: March 11, 2021

To: Quality of Life Committee; Finance Committee; Governing Body

Via: Melissa McDonald, Acting Parks Division Director MMc

From: Jennifer Faubion, Staff Liaison JF

RE: TreeSmart Santa Fe Support

ITEM AND ISSUE:

The proposed Resolution supports the creation and management of the TreeSmart Santa Fe initiative, a comprehensive tree canopy project in the city of Santa Fe.

BACKGROUND AND SUMMARY:

TreeSmart Santa Fe is a new public-private partnership between City government and important community partners, including the Santa Fe Watershed Association and the Santa Fe Community Foundation, both of which are contributing funding at the outset.

The core principal of TreeSmart Santa Fe is that cultivating a healthy canopy is not just about planting more trees. It is about planting the right tree (and sometimes other vegetation), in the right place, with the right resources, at the right time. We need to think smart about our canopy in Santa Fe, where not all trees can thrive and water is scarce. Using data-driven insights and an equity lens in project planning, we can leverage smart trees to cool our city, conserve energy and water, and nurture vibrant, livable neighborhoods.

The TreeSmart Santa Fe initiative will help Santa Fe achieve environmental, social, and economic sustainability, while reducing greenhouse gas emissions and removing carbon from the atmosphere.

Operational execution will involve various City entities, with the Parks Division, under the leadership of Acting Parks Division Director Melissa McDonald, as the lead agency. The Sustainability Office, the Public Engagement Office, the Water Conservation Office, the Santa Fe Municipal Tree Board, and the Santa Fe River Commission will also be engaged with the project in various capacities.

City of Santa Fe New Mexico
Memorandum

The official launch of TreeSmart Santa Fe is planned for April 30, 2021, which is National Arbor Day. The Parks Division is assessing locations at which to hold a small, COVID-safe tree-planting ceremony.

In support of the initiative, the City launched a website (treesmart-thecitydifferent.hub.arcgis.com) as an ongoing source of information.

The TreeSmart Santa Fe plan pulls from, and aligns with, several City plans that support the goal of becoming the most eco-friendly and livable city in the country:

- Sustainable Santa Fe 25-Year Plan
- City of Santa Fe 5-year Water Conservation Plan
- Santa Fe River Corridor Master Plan
- City of Santa Fe Parks, Open Space, Trails, and Recreation Master Plan

TreeSmart Santa Fe objectives include the following actions:

- Develop, coordinate, and maintain environmental data with equity-based prioritization and City staff direction. Using a phase-in model, TreeSmart will focus on highest-need areas first, and expand as resources allow, as directed by City staff.
- Work and collaborate with non-profit and other community organizations to engage residents in planning and implementing equitable projects that provide for the canopy needs of the City.
- Work with City staff, the Municipal Tree Board, and the River Commission to coordinate an assessment of the extent of the current urban tree canopy cover. Assist City staff to complete an inventory of trees on public lands.
- Consider public and private lands and varying projects, incentives, and programs to replace lost trees, minimize heat islands, and increase the canopy cover.
- Develop a City of Santa Fe Urban Forest and Tree Canopy Plan.
- Conduct a Canopy Pilot Project to test the methods utilized, complete needed canopy assessments, and kick-start a larger long-term effort to preserve and restore an appropriate urban tree canopy in the City of Santa Fe.
- Develop and conduct public outreach to promote the Canopy Project and the Santa Fe River watershed.
- Develop educational materials and provide training and education of volunteers with respect to watershed issues that relate to canopy cover and urban tree management.
- Create an app or handbook for the City to increase community awareness of the techniques of planting and maintaining the plant canopy and community understanding of the value of the benefits of our urban forest in Santa Fe.
- Identify and work to secure additional funding by means of applying for funding on the City's behalf via private donations, grants, company sponsorships, capital improvement projects, legislative funding, and bonds.

Already, "A Fund for Santa Fe's Trees" has been established at the Santa Fe Community Foundation with a $30,000 donation, and further donations are encouraged. The hope is the fund will grow over time. Community members may/can to award grants to the City and the County for projects by groups that want to plant trees, with the review of a professional arborist. This strategy will encourage planting trees in appropriate locations across the area.

ACTION REQUESTED:

Adopt the Resolution as presented.

ATTACHMENTS:

Resolution
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-__

INTRODUCED BY:

Councilor Carol Romero-Wirth

Councilor Jamie Cassutt-Sanchez Councilor Signe I. Lindell

Councilor Chris Rivera Councilor Renee Villarreal

A RESOLUTION

SUPPORTING THE CREATION AND MANAGEMENT OF TREESMART SANTA FE, A COMPREHENSIVE TREE CANOPY PROJECT IN THE CITY OF SANTA FE.

WHEREAS, trees can provide significant environmental benefits to a city, including moderating the local climate, improving air quality, conserving water, and harboring wildlife; and

WHEREAS, trees in Santa Fe increase property values, enhance the economic vitality of business areas, and beautify the community; and

WHEREAS, planting trees and maintaining older trees provides an opportunity for community interaction, volunteerism, economic development, and environmental conservation; and

WHEREAS, trees, wherever they are planted, are a source of joy and renewal; and

WHEREAS, trees provide environmental benefits for present and future generations to enjoy; and

WHEREAS, those benefits vary by tree species and placement of trees within the environment; and

WHEREAS, scientifically oriented tree management can maximize the benefits achieved from trees and minimize any negative consequences associated with certain species or placements; and

WHEREAS, the Santa Fe River Commission has a long history of establishing, maintaining, and protecting tree cover and healthy ecosystems; and

WHEREAS, Resolution No. 2007-28 directed staff to develop a comprehensive tree policy for the City; and

WHEREAS, Resolution No. 2009-129 directed the City to celebrate National Arbor Day annually and directed staff to establish the Municipal Tree Board and work toward becoming a National Arbor Day Foundation Tree City USA, which the City has now been for 10 years; and

WHEREAS, the health, safety, and general welfare of the public and the conservation and protection of the natural resources of the City of Santa Fe and its values necessitates the implementation of a comprehensive, strategic, and cross-sectoral program to maintain a healthy tree canopy in the City of Santa Fe.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that staff is directed to lead and implement TreeSmart Santa Fe, a comprehensive, equitable, and strategic initiative to increase and maintain a healthy urban tree canopy in Santa Fe by taking the following actions:

1. Develop, coordinate, and maintain environmental data with equity-based prioritization and City staff direction for a phase-in model of TreeSmart Santa Fe. TreeSmart will focus on highest-need areas first and expand as resources allow and as directed by City staff.
2. Work and collaborate with non-profits and other community organizations to engage residents in planning and implementing equitable projects that provide for the canopy needs of the city.

3. Work with City staff, the Municipal Tree Board, and the River Commission to coordinate an assessment of the extent of the existing urban tree canopy cover, and assist City staff to complete an inventory of trees on public lands.

4. Annually recognize Arbor Day with a tree-planting celebration that encourages residents to plant trees and take advantage of the benefits of City parks and our existing tree canopy.

5. Consider public and private lands and varying projects, incentives, and programs to replace lost trees, minimize heat islands, and increase the canopy cover.

6. Develop a City of Santa Fe urban forest and tree canopy plan.

7. Conduct a Canopy Pilot Project to test the methods utilized, complete needed canopy assessments, and kick start a larger, long-term effort to preserve and restore an appropriate urban tree canopy in the City of Santa Fe.

8. Develop and conduct public outreach to promote the Canopy Project and the Santa Fe River watershed.

9. Develop educational materials and provide training and education of volunteers with respect to watershed issues that relate to canopy cover and urban tree management.

10. Create an application or handbook for the City to increase community awareness of the techniques of planting and maintaining plant canopy and community understanding of the value of the benefits of our urban forest in Santa Fe.

11. Identify and work to secure additional funding by means of applying for funding on the City's behalf via private donations, grants, company sponsorships, capital improvement project funding, other legislative funding, and bonds.

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

_____

ALAN WEBBER, MAYOR

_____

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:



_____

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2021/Resolutions/TreeSmart Santa Fe Support

FIR No. 3316

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): TreeSmart Santa Fe Support

Sponsor(s): Councilor Romero-Wirth

Reviewing Department(s): Public Works Department- Parks Division

Staff Completing FIR: Melissa McDonald Date: 03/04/21 Phone: 955-6840

Reviewed by City Attorney: _____ Date: Mar 12, 2021

Reviewed by Finance Director: _____ Date: Mar 14, 2021

Summary:
This Resolution directs staff to create and manage TreeSmart Santa Fe, a comprehensive tree canopy initiative in the City of Santa Fe.

Departments Affected:
Parks Division, Sustainability Office, Public Engagement Office, Water Conservation Office, Santa Fe Municipal Tree Board, and Santa Fe River Commission

Consequences of Not Enacting Legislation:
Failure to prioritize a healthy urban canopy would have negative health, environmental, and quality of life consequences, including, but not limited to, rising temperatures, lower property values, proliferation of heat islands, and an increase of carbon monoxide—a general decline in livability of Santa Fe.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
Related to Resolutions 2007-08 (A Resolution Directing Staff to Develop a Comprehensive Tree Policy For The City of Santa Fe) and 2009-129 (A Resolution Recognizing and Celebrating Arbor Day, Each Year, as the Last Friday in April; and Directing Staff to Take the Necessary Steps To Qualify The City of Santa Fe as a Member of The National Arbor Day Foundation's Tree City USA (TCUSA) Program).

Performance and Administrative Implications:
As TreeSmart Santa Fe programming will be created from existing work plans and departmental master plans, the work is within current staff responsibilities and purview. There will be a need for increased collaboration between departments and external partners.

Fiscal Implications:
The Parks Division plans to hire a contractor(s) to initially coordinate TreeSmart programming and stakeholder integration which would include GIS data collections. All other staff work is within current purview.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 21	FYE 22	FYE 23	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$ 40,000	$ 40,000	N .	NR/R	GF/SW fee	
Operating	$	$	$				$
Total:	$	$ 40,000	$ 40,000				$ 80,000

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

Expenditure Narrative:

The estimate for the contractor(s) to manage and integrate the TreeSmart Santa Fe initiative (including GIS data collection for citywide use) is $80,000 over the next three years. Other staff time is within current staff responsibilities and purview.

Revenue

Revenue Type	FYE 21	FYE 22	FYE 23	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$ 20,000	$ 20,000	NR	2554150
Special Revenue	$	$ 20,000	$ 20,000	R	2310411 / 2554150
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

The initiative is designed to start with modest expenditures for contractual services that will streamline existing efforts to achieve better long-term outcomes that meet City goals.

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)**

Andy Hopkins — Prepared By *{print name}* — 3/19/2021 Date

Division Director Signature *{optional}* — Date

Alexandra Ladd (Mar 19, 2021 13:13 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 (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)
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2021-03-19 - 7:27:00 PM GMT

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 03/29/2021

ISSUE NO. 7i

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

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on Consent Agenda to forward to 3/31/2021 Governing Body

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

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

10. CONSENT CALENDAR

c. Request for Approval of a Budget Amendment Resolution (BAR) in the Amount of $1,800,000 f 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

Name: Stefanie Beninato
Comment - 03/31/2021 12:48 PM: (No Vote)
I am all for affordable housing but where is the money coming from? I see changes in certain revenue sources such as occupancy tax. Is this what will provide money for the AH Fund in the future?

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

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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**

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

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

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

Document created by DeAlva Calabaza (dxcalabaza@ci.santa-fe.nm.us)
2021-03-15 - 7:21:48 PM GMT- IP address: 63.232.20.2

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Signature Date: 2021-03-15 - 8:08:01 PM GMT - Time Source: server- IP address: 63.232.20.2

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Agreement completed.
2021-03-15 - 8:11:29 PM GMT

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ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 03/29/2021

ISSUE NO. 7b

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

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Pulled by Councilor Vigil Coppler for discussion. Approved unanimously to forward to 3/31/2021 Governing Body.

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

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

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

d) Request for Approval of Sole Source Purchase of EOD Robot from Northrop Grumman, Remotec, Inc. $305,001 of Funds 100% Reimbursable from the 2019 State Homeland Security Grant Program. New Mexico Department of Homeland Security and Emergency Management. (Kyle Mason, Emergency Management Director: kamason@santafenm.gov, 505-955-6704)

Committee Review:
Public Safety Committee: 3/xx/2021
Quality of Life Committee: 3/17/2021
Finance Committee: 3/22/2021
Governing Body: 3/24/2021

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		

ACTION SHEET
ITEM FROM QUALITY OF LIFE COMMITTEE MEETING OF 03/17/2021
FOR CITY COUNCIL MEETING OF 03/31/2021

ISSUE:

Request for Approval of Sole Source Purchase of EOD Robot from Northrop Grumman, Remotec, Inc. $305,001 of Funds 100% Reimbursable from the 2019 State Homeland Security Grant Program. New Mexico Department of Homeland Security and Emergency Management. (Kyle Mason, Emergency Management Director: kamason@santafenm.gov, 505-955-6704)

Committee Review:
Public Safety Committee: 3/xx/2021
Quality of Life Committee: 3/17/2021
Finance Committee: 3/22/2021
Governing Body: 3/24/2021

QUALITY OF LIFE COMMITTEE ACTION: Approved on discussion agenda. Councilor Villarreal moved this item from the consent agenda to the discussion agenda.

SPECIAL CONDITIONS OR AMENDMENTS:

SEND TO:
Finance Committee; Governing Body

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

City of Santa Fe, New Mexico
Memorandum

DATE: **February 5, 2021**

TO: **Governing Body**
Finance Committee
Public Safety Committee

VIA: **Jarel LaPan Hill, City Manager**
Mary McCoy, Finance Department Director
Fran Dunaway, Chief Procurement Officer
Kyra Ochoa, Interim Community Health and Safety Director

FROM: **Kyle Mason, Emergency Management Director**

ITEM AND ISSUE:
Request for the Approval of Sole Source Procurement in the Total Amount of $305,001 for one Andros F6B Robot; Northrop Grumman, Remotec, Inc.; Kyle Mason, kamason@santafenm.gov, 505-955-6704.

BACKGROUND AND SUMMARY:
At this time, the Police Department's EOD Team does not have a working F6 robot required by the FBI guidelines. The Police Department's current F6 robot has exceeded its operational lifespan and is no longer repairable due to its age. The purchased Andros F6B would be the current generation model needed to stay in compliance with the FBI guidelines. Each EOD team must have a working F6B robot to keep the certification with the FBI.

PROCUREMENT METHOD:
The procurement method is a sole source procurement.

FUNDING SOURCE:
Through the 2019 State Homeland Security Grant Program the City of Santa Fe has been awarded $305,001 for the purchase of an EOD Robot. The State of New Mexico Homeland Security and Emergency Management has reviewed the City's Request for Approval (RFA) to purchase this item and approved its purchase.

The funding source is:
Munis Org Name/Number: Emergency Management/2212850
Munis Object Name/Number: Machinery & Equip./570500

ACTION REQUESTED:
Emergency Management respectfully requests your review and approval.

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: US Department of Homeland Security

Procurement Title: 2019 State Homeland Security Grant Program

Procurement Method: State Price Agreement ☐ *Cooperative* ☐ *Sole Source* ☐ *Other X* *Grant*

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

Department Requesting Emergency Management Staff Name Kyle Mason

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: _____

Kyle Mason | Emergency Management Director | 2/5/2021

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

Fran Dunaway

Fran Dunaway (Feb 19, 2021 15:48 MST)

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

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

*

City of Santa Fe
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 New Mexico Department of Homeland Security and Emergency Management

3 Complete information requested ☐ Plus GRT ☑ Inclusive of GRT

Original Contract Amount: $382,666.00

Termination Date: June 30, 2021

☐ Approved by Council Date: _____

☐ or by City Manager Date: _____

Contract is for: 2019 State Homeland Security Grant Program Sub-Grant Agreement

Amendment # _____ to the Original Contract# _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☐ Approved by Council _____

☐ or by City Manager Date: _____

Amendment is for:

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

Amount $ 382,666.00 of original Contract# _____ Termination Date: 6/30/2021

Reason: 2019 State Homeland Security Grant Program Sub-Grant Agreement

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: $ $382,666.00

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

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

RFP# _____ Date: _____

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other Competitive Application

6 **Procurement History:** First year of sub-grant agreement
example: (First year of 4 year contract)

Fran Dunaway
Fran Dunaway (Feb 19, 2021 15:48 MST)

Purchasing Officer Review

Comments or Exceptions: Entity to Entity 13-1-98A sub grant -Sole Source

7 **Funding Source:** New Mexico Department of Homeland Sec **BU/Line Item:** 22852/560700;560200;560500; 570800;570500

Alexis Lotero
Alexis Lotero (Feb 19, 2021 14:42 MST)

Budget Officer Approval

Comments or Exceptions: _____

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

_____
(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** Kyle Mason

Phone # 505-955-6704

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, New Mexico

SOLE SOURCE REQUEST AND DETERMINATION FORM

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

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

***Date** July 31, 2020

***Prepared By** Benjamin Valdez ***Title** Deputy Chief of Police

***Vendor Name** Northrop Grumman, Remotec, Inc.

***Address** 353 JD Yarnell Industrial Parkway

***City:** Clinton ***State:** TN ***Zip Code:** 37716

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

***Estimated Cost:** $305,001.00 **Term of Contract:** (One (1) year from award)

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

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

The current Andros F6 robot that Santa Fe Police maintains has been in service with our Department since 2004. The robot provided to SFPD was not new, it was from the FBI supply and had been in service for a period of time. The Andros robot has had numerous manufacturing updates changing its model from the Andros F6 to a fully updated F6B. The Andros F6 Robot is no longer manufactured. Our Andros F6 is unable to undergo a system update to become an F6B.

As for maintenance to keep the robot operational, since 2014 the robot has been rebuilt (2) times without updates. The repairs included repairs to the mother board and motors. The total number of times the Andros F6 robot was re-built is (4) times since 2004.

Unfortunately since 2017, many of the parts for our current F6 are now unavailable. The F6 robot is our main working robot because of its capabilities and is a requirement to stay certified with the FBI. The robot is currently non-operational. The deployment of a police officer to examine and disable a hazardous device instead of a robot is not an option and is an extreme safety hazard to our personnel.

City of Santa Fe, New Mexico

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

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

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

REMOTEC is the sole manufacturer and distributor for the ANDROS line of hazardous duty robots including the VA1-J, Wolverine, FX, F6B, HDSEL and Titus robotic system and all related upgrades, radios, accessories, parts, refurbishment, service and training.

The ANDROS robots are in use by police departments, fire departments, first responders and organizations in 36 countries.

Some of these organizations include the U.S. military joint EOD forces, the Federal Bureau of Investigation and the U.S. Secret Service. The FBI utilizes Andros robots to train Law Enforcement personnel at their FBI Hazardous Devices School.

REMOTEC does not have any product dealers or resellers within the United States. All parts are sold and all maintenance is performed directly from REMOTEC's facility located in Clinton, Tennessee.

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

The Andros robot meets the specific requirements of the Federal Bureau of Investigations (FBI) for "Bomb Response Robot Capabilities- General Service Bomb Response Robot". Although there are many different types of remote operated robots available, they do not meet all the specific requirements outlined by the FBI.

***Approvals:**

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

Fran Dunaway 8/6/20
Fran Dunaway (Aug 6, 2020 08:28 MDT) 8/6/20

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

Pursuant to the State Procurement Code, Section 13-1-126 Sole source procurement., NMSA 1978, the 30-day posting period of the Notice of Intent to Award this Sole Source request was met and no obligation to the award to the above referenced contractor were received. ***This Sole Source determination will be valid for a period of one (1) year from the date of the award.***

Fran Dunaway 9/14/20
Fran Dunaway (Sep 14, 2020 08:24 MDT) Sep 14, 2020

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

****Required Attachments:***

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

NORTHROP GRUMMAN

Northrop Grumman Corporation
Mission Systems

Remotec
353 JD Yarnell Parkway
Clinton, TN 37716

March 3, 2020

To Whom It May Concern,

REMOTEC is the sole manufacturer and distributor for the ANDROS line of hazardous duty robots including the VA1-J, Wolverine, FX, F6B, HDSEL and Titus robotic system and all related upgrades, radios, accessories, parts, refurbishment, service and training.

The ANDROS robots are in use by police departments, fire departments, first responders and organizations in 36 countries. Some of these organizations include the U.S. military joint EOD forces, the Federal Bureau of Investigation and the U.S. Secret Service.

REMOTEC does not have any product dealers or resellers within the United States. All parts are sold and all maintenance is performed directly from REMOTEC's facility located in Clinton, Tennessee. If you have any questions, please feel free to contact me at (865) 269-1165.

Sincerely,

Bradley E. Callahan

Brad Callahan
Manager Andros Sales
Remotec/Northrop Grumman
353 JD Yarnell Parkway
Clinton, TN 37716

City of Santa Fe New Mexico

Memo

Date: July 31, 2020

To: Fran Dunaway, Purchasing Director

Via: Andrew Padilla, Chief of Police (8-3-20)

From: Ben Valdez, Deputy Chief of Police 7/31/20

ITEM AND ISSUE:
Request sole source approval for purchase an Andros F6B robot: Northrop Grumman, Remotec, Inc., in the amount of $305,001.00.

BACKGROUND AND SUMMARY:
The Santa Fe Police Department maintains an Explosive Ordnance Disposal (EOD) team that is certified by the Federal Bureau of Investigations (FBI). The EOD team is 1 of 5 law enforcement EOD teams in the State of New Mexico and has been a demonstrated asset not only to the City of Santa Fe, but also to surrounding jurisdictions and the State of New Mexico.

The Andros F6 robot required for the team to be operational is no longer functional and is in need of immediate replacement. The equipment is needed to maintain the operational status of the EOD Team. SFPD was awarded grant funding to cover the cost of replacing the current F6 robot with a F6B robot which meets the requirements of the FBI guidelines. The purchase of the equipment will provide necessary equipment to manage situations involving hazardous devices, while preventing serious injury to members of our community and property damage.

ACTION RECOMMENDED:
The Santa Fe Police Department respectfully requests your review and approval of Northrop Grumman, Remotec, Inc. as a sole source vendor for the Andros F6B robot.

Police Sole Source Northrop Grumman

Final Audit Report 2020-08-06

Created:	2020-08-05
By:	YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAxlQMYZhBfutL7w-BPIChJVS9ezVKyq5U

"Police Sole Source Northrop Grumman" History

Document created by YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)
2020-08-05 - 11:52:40 PM GMT- IP address: 63.232.20.2

Document emailed to Fran Dunaway (fadunaway@santafenm.gov) for signature
2020-08-05 - 11:54:01 PM GMT

Email viewed by Fran Dunaway (fadunaway@santafenm.gov)
2020-08-06 - 2:07:36 PM GMT- IP address: 104.47.64.254

Document e-signed by Fran Dunaway (fadunaway@santafenm.gov)
Signature Date: 2020-08-06 - 2:28:25 PM GMT - Time Source: server- IP address: 63.232.20.2

Signed document emailed to jjchavez@santafenm.gov, YODEL CATANACH (yocatanach@ci.santa-fe.nm.us), Fran Dunaway (fadunaway@santafenm.gov), Kyle Mason (kamason@santafenm.gov), and 1 more
2020-08-06 - 2:28:25 PM GMT

POWERED BY
Adobe Sign

NORTHROP GRUMMAN

Print Date: 12/14/2020

REV: BX

QUOTE Domestic

FROM:
Northrop Grumman, Remotec, Inc.
353 JD Yarnell Industrial Parkway
Clinton, TN 37716
Attn: Brad Callahan 865-269-1165
Phone: (865) 483-0228
Fax: (865) 483-1426

TO: Santa Fe Police Department
Craig Davis
2515 Camino Entrada

505-220-3618
cmdavis@santafenm.gov

REMOTEC Reference No. 7897

Date: 12-10-2020

Terms: Net 30 Days

Delivery: Subject to Receipt of Order (Estimated to be 180 days after acceptance of order

This pricing valid for 90 days.

ITEM	DESCRIPTION	PART NO.	QTY.	UNIT PRICE	TOTAL PRICE
1	ANDROS F6B Vehicle Assembly Includes: -Arm Position Feedback with User Presets -Color Arm Camera with Auto Iris/Focus, Wide-Angle Lens and LED or IR Light with 40:1 Zoom -Surveillance Color Camera with LED or IR Light, 216:1 Zoom Lens and Pan/Tilt (Continuous Pan) -Black/White Drive Camera Assembly -24 Volt Battery Pack -Tool Kit -Pneumatic Wheel Kit	E2461-0100	1	$ 140,794	$ 140,794
	One Operation/Maintenance Manual (CD-ROM) (Included in Item 1)	OM-F6B-001	1		
	24 VDC Battery Charger Assembly (Included in Item 1)	B2450-0150-1	1		
	2 1/2 Days Operator/Maintenance Training at REMOTEC (maximum class size is 6 people) (Included in Item 1) See Note (2)	TRAINING-001			
	2 1/2 Days Operator/Maintenance Training at Customer Facility See Note (3)	TRAINING-001		Get Separate Quote	
	CONTROL SYSTEM OPTIONS ***(Controller and a Data Link must be chosen to make the robot functional)***				
2	ANDROS Tabletop Controller Assembly: -Dimensions: 18 in. Deep X 22 in. Wide X 10 in. High -Powder Coated, Weather Resistant Enclosure -15 in. Self-Compensating, Daylight Readable LCD Monitor -Detachable Switchbox -12 VDC Battery -120 VAC Battery Charger (For Tabletop Battery) -AC/DC Operation	Consisting of the following: E3860-8460 E2460-8150 E3600-8106 CHGR-019 B3850-8132	1	$ 17,294	$ 17,294
3	TAC-1 ASSY.	D2461-8125		$ 15,500	$ -
4	TRUCK MOUNT ASSY. **(for DC operation only)**	D2461-8150-1		$ 3,275	
5	TRUCK MOUNT ASSY. **(for AC / DC operation only)**	D2461-8150-2		$ 3,975	$ -
	DATA LINK OPTIONS				

ITEM	DESCRIPTION	PART NO.	QTY.	UNIT PRICE	TOTAL PRICE
6	Digital Hybrid Radio Control Assembly (Includes case) (Requires frequencies prior to production)	C2456-8440-X	1	$ 47,932	$ 47,932
	Case for Hybrid Radio	CASE-024	1		
7	Vehicle Power Supply Upgrade Kit (Required on vehicles shipped prior to 2007 if purchasing hybrid radio.)	B2455-8590		$ 1,995	$ -
8	Radio Jumper Assembly (30 ft.)	B7055-8920		$ 640	$ -
9	Fiber Optic Cable Reel Assembly (1200 ft.) (Includes case)	C2455-8330	1	$ 24,300	$ 24,300
	Case for Fiber	CASE-004	1		
10	Spare Spool of Fiber Optic Cable (1200 ft.)	D7050-8323	1	$ 2,273	$ 2,273
	AUDIO/VIDEO OPTIONS				
11	Camera Pan/Tilt Assembly (Can Be Used On Arm)	C3865-5030	1	$ 3,796	$ 3,796
12	Thermal Camera Pan/Tilt Assembly	C3875-5030	1	$ 12,312	$ 12,312
13	Rear Camera Kit	B2460-5140	1	$ 1,155	$ 1,155
14	Camera Sighting Kit Assembly	C7055-5140	2	$ 850	$ 1,700
15	Gripper Camera Mount Assy.	D3860-3085		$ 868	$ -
16	Gripper Held Search Camera	B3875-5130		$ 2,200	$ -
17	Laser Assembly	C7055-5170	3	$ 325	$ 975
18	Laser Filter Assembly	C7055-3830	2	$ 835	$ 1,670
19	High Intensity Light Assembly (includes battery & charger)	D7050-6015-1		$ 1,495	$ -
20	APD2000/MULTIRAE/ADM 300 Detector Mounting Kit	B7055-6080		$ 2,740	$ -
21	X-Ray Assembly (fits Golden X-Ray Systems) Works with drum & "bread-maker" style film	E7050-5800	1	$ 1,660	$ 1,660
22	Contamination Smear Assembly (For swab sampling)	C7045-7600		$ 1,040	$ -
	TOOLS				
23	Receiver Grip Assy. (Gripper Block)	B2461-5850		$ 225	$ -
24	Pan Disrupter Mount Assembly	D2450-5360		$ 1,095	$ -
25	Dual Pan Disrupter Mount Assembly	D2450-5350	1	$ 1,072	$ 1,072
26	PAN Disrupter	DISRUPTER-003**		$ 5,191	$ -
27	PAN Disrupter Kit With Aluminum Stand	DISRUPTER-004-A**		$ 6,922	$ -
28	PAN Disrupter, T3, Titanium	DISRUPTER-005**		$ 6,922	$ -
29	PAN Disrupter Electric Breech	BRCH-ELEC-KIT-PAN		$ 3,945	$ -
30	Dual Disrupter Mount Assembly (for Royal Arms or Neutrex 29mm/20mm - Please Specify)	D2450-5250		$ 1,803	$ -
31	Shock Tube Initiator, One Channel	INIT-1CH-S		$ 849	$ -
32	Shock Tube Initiator, Two Channel	INIT-2CH-S		$ 1,427	$ -
33	Shock Tube Initiator, Four Channel	INIT-4CH-S	1	$ 2,385	$ 2,385
34	Charge Dropper Assembly (330 ft.)	C7055-5550		$ 525	$ -
35	37mm and 40 mm Breacher Mount Assembly	E7055-6090	1	$ 3,400	$ 3,400
36	Breacher, GL6, 40 mm, rifled barrel	BR-GL6-40MM**	1	$ 5,410	$ 5,410
37	Breacher, GL65, 40 mm, rifled barrel (long cartridge)	BR-GL65-40MM**		$ 5,173	$ -
38	Breacher-L6-37mm, smooth bore	BR-L6-37MM**		$ 4,260	$ -
39	Breacher-L8-37mm, smooth bore (long cartridge)	BR-L8-37MM**		$ 4,391	$ -
40	BR-SL65-37mm (Sage or Arwen Ammo only)	BR-SL65-37MM**		$ 3,020	$ -
41	Electric Breach T3 Disrupter	BREACH-ELECT-T3		$ 3,334	$ -
42	Striker Mount Assembly	E7055-6095		$ 3,570	$ -
43	Striker 12 Shotgun	STRIKER12**		$ 1,844	$ -
44	Picatinny Rail Claw Assembly	D7045-2726		$ 1,630	$ -
45	Picatinny Rail Cable Cutter Assembly	C7040-7030		$ 446	$ -
46	Circular Saw Assembly (Battery included)	D7056-7070-1		$ 1,900	$ -
47	Reciprocating Saw Assembly (Battery included)	D7056-7080-1		$ 1,900	$ -
48	Drill Assembly (Battery included)	D7056-7040-1		$ 2,200	$ -
49	F6 Receiver Hitch	B2455-7580	1	$ 530	$ 530
50	Drawbar Package (Does NOT include receiver hitch)	C2461-7590		$ 780	$ -
51	F6 Front/Rear Hitch Bundle Includes the following: 2 - Receiver Hitch	B2455-7580		$ 3,695	$ -

ITEM	DESCRIPTION	PART NO.	QTY.	UNIT PRICE	TOTAL PRICE
	1 - Water Disrupter Deployer Kit (Grip & Hitch compatible) 1 - Drawbar Package	C2461-7585 C2461-7590			
52	Ideal Electric release HEADD Hitch (Requires Drawbar Package)	HITCH-001		$ 2,055	$ -
53	Ideal Mini Gander	MINIGANDER		$ 10,275	$ -
54	Gas Dispenser Mount	PEPPERSPRAYSYS		$ 3,122	$ -
55	Power Hawk Assembly Includes the following: - Power Hawk Unit - Power Hawk Kit - Case For Power Hawk -Requires F6A Receiver Hitch	E2455-7500-1 POWERHAWK-003 CASE-024	1	$ 33,700	$ 33,700
56	Water Disrupter Deployer Kit (Grip & Hitch compatible)	C2461-7585		$ 1,950	$ -
57	GRIPPER-DEPLOYED PAN/TILT CAMERA	ETS-IRECON		$ 8,675	$ -
58	BLOCK ACCESSORY TOOL SYSTEM	BATS3-REM-ANDROS		$ 7,959	$ -
59	KINOVA REMOTE ROBOTIC MANIPULATOR	KRX52		$ 55,842	$ -
60	KINOVA INTEGRATION KIT	2461-2500		$ 3,193	$ -
	MAINTENANCE				
61	Spare Vehicle Battery Assembly	D2450-1600	1	$ 751	$ 751
62	Spare Controller Battery	BATTERY-009-FT		$ 155	$ -
63	F6B Emergency Spare Parts Kit	B2461-0164		$ 24,657	$ -
64	Semi-Annual Maintenance Kit	C2460-0153		$ 875	$ -
65	F6B Overhaul Kit	C2461-0158		$ 15,555	$ -
66	Second Year Extended Warranty Contract	MAINTENANCE-001		$ 5,500	$ -
67	Third Year Extended Warranty Contract	MAINTENANCE-001		$ 5,500	$ -
68	Fourth Year Extended Warranty Contract	MAINTENANCE-002		$ 7,025	$ -
69	Fifth Year Extended Warranty Contract	MAINTENANCE-002		$ 7,025	$ -
70	Sixth Year Extended Warranty Contract	MAINTENANCE-003		$ 8,025	$ -
71	Five Years of Extended Warranty (Years 2 through 6)	MAINTENANCE-005		$ 27,945	$ -
72	Standard Spare Track (each)	B2400-1013-FT		$ 271	$ -
	MISCELLANEOUS				
73	Truck Cable Kit, 10' between Monitor and Data Link	B2455-8100-1		$ 690	$ -
74	Truck Cable Kit, 20' between Monitor and Data Link	B2455-8100-2		$ 700	$ -
75	Truck Cable Kit, 40' between Monitor and Data Link	B2455-8100-3		$ 720	$ -
76	J-32 Splitter (RS 232 / Tool)	B2455-5110		$ 570	$ -
77	Additional Operations & Maintenance Manual	OM-F6B-001		$ 335	$ -
78	Painted Machine	PAINT		$ 6,900	$ -
	Subtotal				**$ 303,109**
	Subtotal (Total From Misc. Items) (See attachment if greater than 0)				**$ 242**
	PACKAGING & FREIGHT				
79	Customer Pick-up				
80	Packaging in Reusable Shipping Crate	CRATE-002	1	$ 1,050	$ 1,050
81	Ship Items	FREIGHT	1	$ 600	$ 600
	Shipping & Handling Subtotal				**$ 1,650**
	Other charges/discounts				**$ -**
	TOTAL Sale Price				**$ 305,001**

** This item requires the customer to obtain the required ATF/FCC Licensing, which may result in product and/or delivery delays. Remotec is not responsible for any delays including delivery as a result of any ATF or FCC licensing requirement

1.) Prices are based upon acceptance of Remotec's Terms and Conditions (attached). Any deviation from these conditions may
2.) Pricing does not include any taxes, fees, or other related items unless specifically called out.
3.) Customer is responsible for all import and export taxes from origin to destination

NOTE: Acceptance of order may be delayed with negotiating terms and conditions, acquiring customer order details, acquiring email approval from Stephanie Bailey Contract Administrator *Cynthia Williams*

NORTHROP GRUMMAN

REMOTEC, INC.- DOMESTIC	REMOTEC Reference No. 7897
FROM: Northrop Grumman, Remotec, Inc. 353 JD Yarnell Industrial Parkway Clinton, TN 37716 Attn: Brad Callahan 865-269-1165 Phone: (865) 483-0228 Fax: (865) 483-1426	Date: 12/10/2020 Terms: Net 30 Days Prices are F.O.B. Origin Clinton, TN Delivery: 180 days or less After Acceptance of Order **(For Multi-Vehicle Orders Check With Sales Dept.)**
TO: Santa Fe Police Department Craig Davis 2515 Camino Entrada 505-220-3618 cmdavis@santafenm.gov	This pricing is valid for 90 days.

ITEM	DESCRIPTION	PART NO.	QTY.	UNIT PRICE	TOTAL PRICE
1	Switchbox Modification				$ -
A	Labor To Modify	LABOR2	2	$ 110.00	$ 220.00
B	Switchbox Software Chip PSD311	ICPSD311-15L	1	$ 22.00	$ 22.00
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -

TOTAL COST $ 242.00

(1) Prices listed are for sales in U.S.A. only. Export prices are available upon request.
(2) Additional pricing available upon request for off-site training at customer's facility.
(3) Please see REMOTEC's terms and conditions for details on our 1 year limited warranty.
Extended Service contracts are available. Please see the Extended Service Tab for details of coverage.
(4) Prices are based upon acceptance of REMOTEC's Terms and Conditions (attached).
Any deviation from these conditions may result in a price increase.

(5) Remotec reserves the right to substitute the latest production part for items purchased. This may be equal or sustantially better than the part shown as ordered.
(6) Training included in Robotic unit purchases expire if unused one year from delivery date of the Robotic unit.
(7) Multiunit sales will earn training classes based on the formula of one free class for every five units purchased (rounded up)

NOTE: "Acceptance of order may be delayed while negotiating terms and conditions, acquiring customer order details, acquiring radio frequencies, and resolving any other unforeseen issues which may require resolution prior to scheduling the production of items ordered.

REMOTEC®

DOMESTIC SALES TERMS AND CONDITIONS

A. DEFINITIONS

"Seller" means REMOTEC, Inc.

"Buyer" means the other party to this agreement that is purchasing the goods subject to these terms and conditions.

B. ACCEPTANCE/AGREEMENT

All orders are subject to factory acceptance. Additional or different terms or any attempt by the Buyer to vary, in any degree, any of the terms of this sales agreement form shall be deemed material and are objected to or rejected, but this sales agreement form shall not operate as a rejection of the Buyer's offer unless it contains variances in the terms of the description, quantity, price or delivery schedule of the goods.

C. LIMITED WARRANTY

Seller covenants and agrees that the work and equipment delivered under this order shall be free from defects in material and workmanship at the time of delivery. Whenever Seller is acting as a reseller of the products of another manufacturer, Seller provides this warranty solely as a "pass-through" warranty on behalf of the original equipment manufacturer (OEM). Seller will, at its sole options, repair, correct, or replace (or facilitate such repair, correction or replacement by the OEM), F.O.B. point of manufacture, any such work or equipment which proves to be defective, provided that Seller is given written notice of any such defect no later than one (1) year after being shipped (as hereafter defined) by Seller. Seller will conduct the defect investigation of the work and/or equipment at the installation site and repair, correct or replace the defective item at such site or at its designated facility. Repair correction or replacement in the manner provided above shall constitute complete fulfillment of all Seller's obligations under this assurance. Such assurance shall not apply to design or to any equipment or parts which have been subjected to accident, misuse or unauthorized alteration, to normal wear (which includes components with innately limited life), or to defects caused by not complying with Seller's installation and service requirements (if the failed equipment or parts were not installed by Seller).

This assurance shall apply to and include the correction of Technical Data pertinent to defective work and equipment to the extent delineated hereinabove, but in no event to include computer software.

If the repair, correction or replacement of work, or equipment is not within the scope of this clause, then Seller shall require a separate purchase order from the Buyer perform the work.

The warranty provided by Seller herein is exclusively limited to the products manufactured by Seller, specifically the REMOTEC® ANDROS Robot. Warranties, if any, associated with all other products are exclusively and expressly limited to those warranties provided by the manufacturers of such products which are by their terms available to Seller's customers.

The installation or use of any third party accessory, assembly, radio and or tool not tested and approved by Seller's for use on Seller products will cause the warranty on the Seller's products to be voided.

THE FOREGOING COVENANTS ARE EXCLUSIVE AND ARE IN LIEU OF ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR PURPOSE, OR OTHER WARRANTY OF QUALITY, WHETHER EXPRESS, STATUTORY OR IMPLIED. IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.

D. CANCELLATION/TERMINATION

The Buyer may terminate this order in whole or in part for its convenience upon written notice to Seller in which event Seller shall be entitled to termination charges consisting of a percentage of the order price reflecting the percentage of the work performed prior to termination plus actual direct costs resulting from termination.

E. PROPRIETARY INFORMATION

All drawings, diagrams, specifications, and other materials furnished by Seller and identified as proprietary, relating to the use and service of articles furnished hereunder and the information therein, are proprietary to Seller (or in cases where Seller is acting as a reseller, such information is proprietary to the OEM). Buyer may not reproduce or distribute such materials except to Buyer's employees who may use the articles as part of their duties. Seller will treat drawings, specifications, or data furnished by Buyer in connection with this order as proprietary, when identified as such, in connection with this purchase.

F. DELIVERY/ACCEPTANCE

The promised delivery date is the best estimate possible based upon current and anticipated manufacturing capabilities of when the product will be shipped. Seller assumes no liability for loss, damage, or consequential damages due to delay.

G. CLAIMS/NOTICE OF DEFECTS

Failure of the Buyer to object in writing to any merchandise within 30 days after receipt thereof will constitute complete acceptance by Buyer of such merchandise. Rejected material must be returned to Seller, F.O.B. Origin, within 45 days after receipt and with prior authorization from Seller. Seller may (at its option) recondition or replace the rejected material to meet Buyer's specifications within a reasonable time period after receipt. Claims for shipping damage must be made with the carrier.

H. FORCE MAJEURE

Fulfillment of this order is contingent upon the availability of materials. Seller shall not be liable for any delay in delivery or for non-delivery in whole or in part caused by the occurrence of any contingency beyond the control of either Seller or suppliers to Seller including but not limited to war, sabotage, acts of civil disobedience, failure or delay in transportation, act of any Government or agency or subdivision thereof, judicial action, labor dispute, fire, accident, explosion, epidemic, quarantine, restrictions, storm, flood, earthquake, acts of God, shortage of labor, fuel, raw material or machinery, or technical failure where Seller has exercised ordinary care in the prevention thereof.

I. PAYMENT TERMS

Domestic: Seller's payment terms are Net 30 days based on credit approval.

Seller may, at any time, suspend performance of any order or require payment in cash, security, or other adequate assurance satisfactory to Seller when, in Seller's opinion, such action warrants. Seller reserves the right to assess late charges on US accounts due past 30 days at the rate of 18% per annum. All goods delivered by Seller shall remain the property of Seller until the Buyer has paid in full for these goods.

On certain vehicle orders, if mutually agreed between Seller and Buyer, Seller may hold completed vehicle(s) or other products in its facility pending training. If Seller holds completed vehicle(s) or other products to facilitate user training, the vehicle(s)/products will be deemed to have been shipped in

place, and Seller will issue an invoice to Buyer for said vehicle(s)/products. If at Buyer's request or to meet Buyer's requirements, training is scheduled to occur more than 30 days after vehicle/product completion, Seller may, at its discretion, charge Buyer a storage fee of $50.00 per month per vehicle, or $50.00 per month per other end item, and assess late charges in accordance with Domestic terms as stipulated herein.

International: All payments to Seller are required to be fully paid in advance at the time of contract acceptance by Seller, or secured by a Confirmed Letter of Credit for the full amount of the contract negotiable at Seller Bank's counter. If a Letter of Credit is used, payment terms are 60% of contract value due upon contract acceptance by Seller, and the remaining 40% due within 30 days of successful inspection of completed product at Seller's location for all international orders with a value greater than $1,000 US. All draws against the Letter of Credit by Seller shall be made upon written certification by Seller that the contract has been accepted, or that the product has been successfully inspected and is ready for shipment, and no other conditions on the draw shall be required. Late charges will be assessed on international accounts due past 30 days at the rate of 20% per annum.

J. REMEDIES IN THE EVENT OF CANCELLATION OR DEFAULT

In the event the Buyer cancels this order, or becomes overdue on its account payable to Seller by failing to pay for this order when due in accordance with the terms hereof, in addition to the charges assessed to the Buyer pursuant to Paragraphs D and I of this Agreement, the Buyer shall be required to pay all costs of collection, including, whether suit be brought or not, attorney fees, court costs, collection expenses, and other expenses which Seller may incur or pay in the prosecution of defense of its rights hereunder, whether in judicial proceedings at law or in equity, including bankruptcy court and appellate proceedings, or whether out of court.

K. GENERAL PROVISIONS

Any cause of action arising from this agreement, or breach of it, must be commenced after the cause of action occurs within the statute of limitations period allowed under applicable law. Seller reserves the right to correct any stenographical or clerical errors in any of the writings issued by it. The terms and conditions of sale and any description on the face of Seller's writings constitute a complete and exclusive statement of the terms and conditions of the sale of the goods by Seller to Buyer. Buyer may not assign any rights to, or delegate any performance owed under the agreement without the written consent of Seller, which shall not be unreasonable withheld.

L. LIMITATION OF LIABILITY

Notwithstanding any contrary provision contained in this or any other agreement, Seller shall not be responsible to Buyer in contract or tort (including negligence) or otherwise for any indirect, incidental, special or consequential damages of whatsoever nature, or for attorney's fees, loss of use, loss of market share, or lost profits however these are characterized. Seller shall not be liable to Buyer for an amount which in combination with all claims by Buyer against Seller under this agreement exceeds the value of this sales agreement. In any event, the liability of Seller to Buyer, whether in contract, tort (including negligence) or under any warranty, or otherwise, is exclusively limited to the remedies expressly provided under the terms of this agreement, in lieu of any and all other remedies at law or in equity.

M. COMPLIANCE WITH LAW

Buyer agrees to comply with all applicable U.S. Government, state, and local statutes, laws, and regulations, including without limitation the Arms Export Control Act, Foreign Corrupt Practices Act, Federal Aviation Administration (FAA) regulations on the use and operation of Unmanned Aircraft Systems (UASs), and all applicable export regulations, and hereby agrees to indemnify and hold harmless Seller from any and all liability, loss, or damage caused by Buyers' violation of any such statutes, laws, or regulations.

N. INDEPENDENT CONTRACTOR

Under the provisions of this Agreement, the parties shall act solely as independent contractors, and nothing contained herein, express or implies, shall at any time be construed to create any other relationship.

O. APPLICABLE LAW

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Tennessee, except with regard to its rules concerning choice of law.

P. SHIPPING POINT

All goods are shipped FOB Clinton, Tennessee 37716, United States of America.

Q. PRODUCT OPERATION

Buyer shall be solely responsible for the proper use of all products, shall comply with all applicable laws and regulations in its operations per Paragraph M above, shall strictly adhere to the instructions in all applicable operation and maintenance manuals, and shall properly train its operators in the safe use of all products.

R. INDEMNIFICATION FOR USE

Each Party shall be responsible for and bear the costs of all claims including third party claims, liabilities, losses or damages, arising from each Party's respective negligent or intentional acts or omissions under the Order or use of product(s) delivered under the Order.

S. EXPORT

The Buyer shall not re-export or transfer any export-controlled goods or information (e.g. technical data) from the United States ("U.S.") to any non-U.S. person, country, government, or entity without first complying with all the requirements of the ITAR or EAR, as applicable. Any Party requesting U.S. Government authorization to export export-controlled information provided by the other Party under this agreement must first obtain the disclosing Party's written consent. Written consent by the disclosing Party, however, shall not relieve the other Party of its obligations to comply with U.S. export control laws and regulations.

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

{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

Division Director Signature *{optional}* — Date
12/23/2020
Department Director Signature — 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

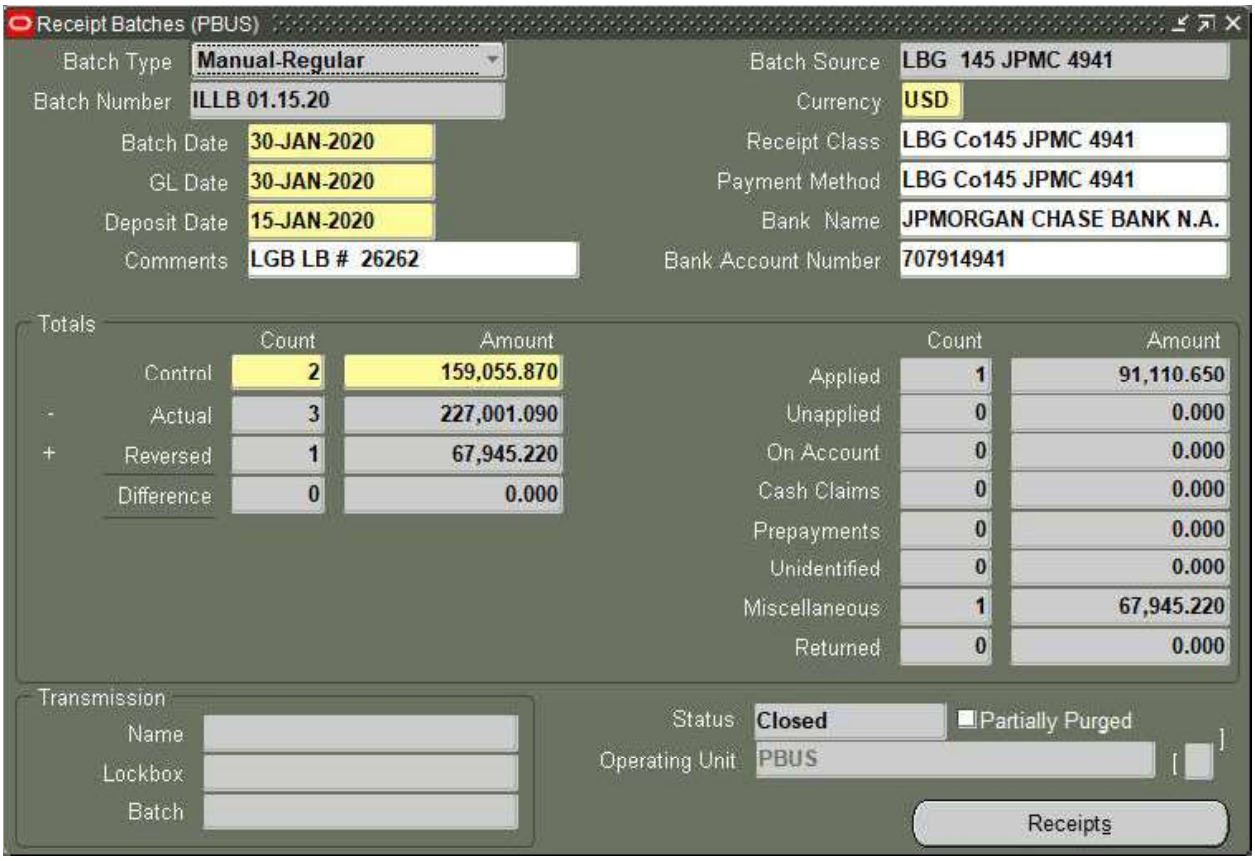
Authorized Signature **MP**

Authorized Signature **MP**

⑈0000397 2⑈ ⑆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.

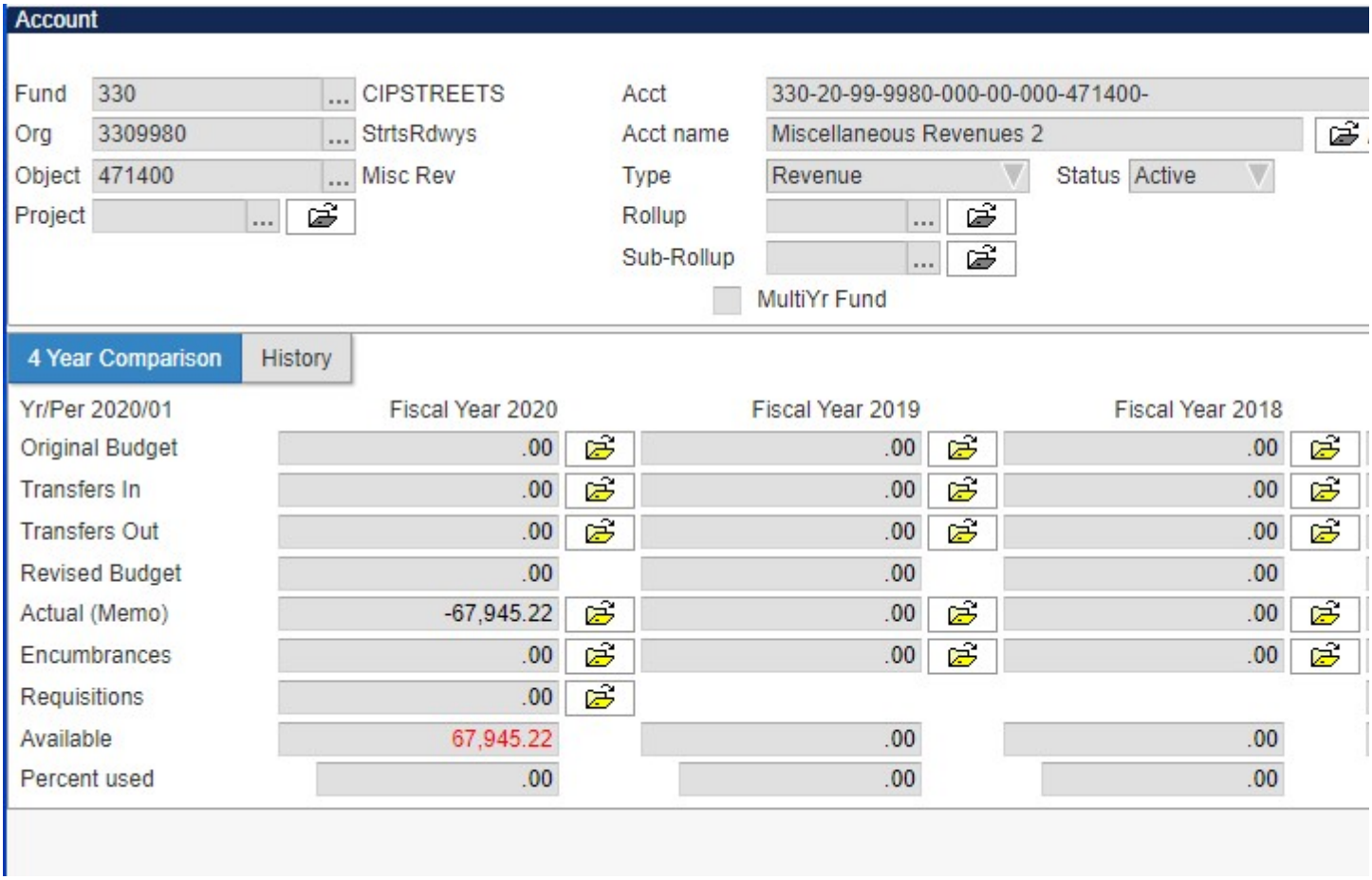
From: Emily Pisula <episula@sfswma.org>
Sent: Friday, December 11, 2020 1:19 PM
To: ARCHULETA, AMANDA J. <ajarchuleta@santafenm.gov>
Subject: FW:

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:

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 03/29/2021

ISSUE NO. 7e

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

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on Consent Agenda to forward to 3/31/2021 Governing Body

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

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

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

f) 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

FINANCE COMMITTEE ACTION:

Approved on discussion

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

ACTION SHEET PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 03/08/2021
ISSUE NO. 8e 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
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Pulled by Councilor Vigil Coppler for discussion. Approved Unanimously to forward to 3/22/2021 Finance Committee.
SPECIAL CONDITIONS OR AMENDMENTS:
STAFF FOLLOW UP:

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

City of Santa Fe, New Mexico
Memorandum

DATE: **February 8, 2021**

TO: **Governing Body, Finance Committee and Public Works Committee**

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

ITEM AND ACTION:

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

BACKGROUND AND SUMMARY:

Street lights play an important role in making roadways safe for pedestrians, bicyclists and drivers. Most of the street lights in the City of Santa Fe are high pressure sodium (HPS) luminaires which are an old technology with a short lifespan, high failure rate and high electricity use. By converting street lights to LEDs, the reliability will be improved and electricity use reduced by approximately 60%.

PNM owns approximately 2060 of the approximately 5550 street lights in the City of Santa Fe. The City currently pays PNM, according to Rate 20, approximately $620,000 per year for electricity and maintenance on all of the approximately 5550 street lights. The City also pays PNM for non-routine maintenance associated with aging infrastructure and accidents on all of these lights at an additional cost averaging $300,000 per year. After the conversion, PNM will perform routine maintenance and emergency maintenance only on the street lights owned by PNM and the City will not be billed for maintenance on PNM owned lights. A subsequent agreement will be established between PNM and the City specifically defining the changes in the relationship with PNM related to maintaining the City's street lights. The contract with Dalkia considered by Governing Body on February 24, 2021, includes both conversion and ongoing maintenance of City owned lights.

The estimated on-bill electric savings of converting all of the street lights in the City to LED is projected to be $550,000 per year. These savings will pay for the conversion of City owned street lights which is being funded by municipal financing. Municipal financing could not be used to fund the conversion of PNM owned street lights since the City doesn't own the asset. The fee for converting PNM's street lights to LEDs is established by the PRC and will be funded from the 2018 GRT Bond premium.

PNM, Dalkia and the City are working together with the goal of converting all of the lights in one 9 month project which will include community driven design and approval by Governing Body of the final lighting design. A separate contract for conversion of the City owned lights by Dalkia was presented to Governing Body on February 24, 2021.

The lamps being removed will be recycled, and any hazardous waste managed properly by the PNM contractors. The LED luminaires to be installed on PNM street lights will be consistent with the wattage and color of the luminaire to be installed on the City's lights.

PROCUREMENT METHOD:
The procurement method is exempt from procurement since PNM, the local electric utility company, owns these lights and PRC regulations define the conversion by PNM.

BUDGET:
The conversion of PNM owned street lights to LEDs is being paid from the 2018 GRT Bond premium.

$421,185.00 including NMGRT
Project string FA183200IA, Fund 335 Org/Object 3359980.572970

MUNIS CONTRACT NUMBER:
3202499 PNM

SCHEDULE:
Public Works Committee: 02/22/2021
Finance Committee: 03/01/2021
City Council: 03/10/2021

The project is scheduled for completion by December 30, 2021, which is nine months after the Notice To Proceed (NTP).

ATTACHMENTS:
Conversion agreement with PNM
Exhibit A – PNM Certificate of Insurance(s)
Exhibit B – City of Santa Fe Business License(s)
Summary of Contract Form
Other Procurement Method Form

AGREEMENT FOR THE CONVERSION OF STREETLIGHTS
OWNED BY THE PUBLIC SERVICE COMPANY OF NEW MEXICO

This Agreement for the Conversion of Streetlights Owned by the Public Service Company of New Mexico ("Agreement") is made and entered into this ___ th day of_____, 2021, by and between the Public Service Company of New Mexico ("PNM" or "Company"), a New Mexico Corporation, and the City of Santa Fe ("Santa Fe"), a municipal corporation (collectively, "Parties").

RECITALS

WHEREAS, PNM owns approximately 2057 streetlights located within the City of Santa Fe;

WHEREAS, the streetlights owned by the Company consist of legacy electric light generation methods, including, without limitation, incandescent, mercury vapor, and high pressure sodium lights;

WHEREAS, Santa Fe has asked PNM to convert the Company's existing streetlights into light-emitting diode ("LED") lights (the "LED Streetlight Conversion Project");

WHEREAS, the current agreements and rate tariffs between PNM and Santa Fe that govern the provision of electricity to and maintenance of streetlights are as follows:

(i) Public Service Company of New Mexico Electric Services 16th Revised Rate No. 20 Canceling 15th Revised Rate No. 20 (the "Rate Tariff');

(ii) Agreement for the Ongoing Incidental and Emergency Maintenance of the Street Lights Owned or Maintained by the City of Santa Fe dated _____, 2020 (replacing Street Lighting Agreement between PNM and Santa Fe dated October 23, 1948, and all such amendments, restatements or additional agreements thereto between Santa Fe and PNM).

WHEREAS, Santa Fe recognizes that the Rate Tariff may be changed through a future rate review proceeding before the New Mexico Public Regulation Commission and desires to proceed with the LED Conversion Project subject to costs that may be assessed by the Company in accordance with the terms and conditions of the Rate Tariff and this Agreement;

WHEREAS, the Company, acting in its capacity as a regulated public utility at all times material hereto, will complete the LED Conversion Project and shall charge Santa Fe for costs

associated with the completion of the LED Conversion Project in accordance with the terms and conditions of the Rate Tariff and this Agreement; and

WHEREAS, the Parties desire to enter into this Agreement to set forth their respective rights and obligations arising from and related to the LED Conversion Project.

NOW THEREFORE, in consideration of the mutual terms, covenants, and conditions set forth in this Agreement, the Parties agree as follows:

AGREEMENT

1. PNM's Duties and Obligations.

a. PNM shall contract with and pay third-party contractors to complete the LED Conversion Project.

b. PNM will direct its contractors to acquire the LED lights needed for the LED Conversion Project.

c. PNM will coordinate with its contractors to convert the Company's existing streetlights located within Santa Fe to LED lights by, among other things, providing to its contractors an LED Light Conversion Schedule that will help facilitate the timely completion of the LED Conversion Project.

d. PNM will endeavor to consider Santa Fe's input regarding the LED Light Conversion Schedule, which will set forth the different phases of the LED Conversion Project, organized by the neighborhoods where the conversion of Company- owned streetlights will occur.

e. PNM will direct its contractors to coordinate the appropriate disposal of the old streetlights which will be removed and converted during the LED Conversion Project.

f. PNM will make a good faith effort to complete the LED Conversion Project within 5 months of the signing of this Agreement.

g. PNM will charge Santa Fe for the costs associated with the completion of the LED Conversion Project on a monthly basis in accordance with the terms and conditions of the Rate Tariff and this Agreement.

h. PNM will charge to Santa Fe any depreciated value for those poles or lights that need to be permanently removed for this LED Conversion Project in accordance with the terms and conditions of the Rate Tariff and this Agreement.

2. The Company's Work Limits. Notwithstanding anything to the contrary in this Agreement, PNM shall make a good faith effort to perform its duties and obligations hereunder but shall have no obligation to perform those duties or obligations to the extent that: (i) such duties or obligations would violate the work hours and limitations required by the Company's collective bargaining agreements and procurement contracts with vendors; or (ii) PNM needs to reallocate personnel that would otherwise perform the duties and obligations to address emergencies or other system needs or outages, within and outside of New Mexico, arising from or related to PNM's electrical service obligations, in PNM's sole discretion.

3. Santa Fe's Duties and Obligations.

a. Santa Fe agrees to issue a Purchase Order to PNM for the completion of the LED Conversion Project, which memorializes in writing Santa Fe's request that PNM convert all Company-owned streetlights to LED lights within the City of Santa Fe in accordance with the Rate Tariff and this Agreement. PNM will share with Santa Fe certain information regarding Company-owned streetlights, if needed, so that Santa Fe can prepare the Purchase Order contemplated by this Agreement. Such information includes the number of Company-owned streetlights, the geographic location of Company-owned streetlights, and the types of Company-owned streetlights, categorized by light wattage.

b. Santa Fe agrees to include within the Purchase Order the following information: (i) the number of PNM-owned streetlights Santa Fe wants the Company to convert to LED lights in connection with the LED Conversion Project; and (ii) the types of PNM-owned streetlights categorized by light wattage that Santa Fe wants the Company to convert to LED lights in connection with the LED Conversion Project. Schedule "A" to this Agreement provides a breakdown of PNM's existing streetlights, categorized by light type and light wattage, and lists the Company's installation allowance for each LED operational substitute, per the terms and conditions of the Rate Tariff and Appendix "A" thereto.

c. Santa Fe acknowledges and agrees that all Company-owned streetlights subject to the LED Conversion Project will be replaced with the approved LED operational substitutes listed in Appendix "A" to the Rate Tariff. Santa Fe further acknowledges and agrees that it shall be responsible for all costs associated with the LED Conversion Project which exceed the installation allowances set forth in the Rate Tariff. Those costs include but are not limited to the actual costs incurred by PNM, third party actuals, any applicable taxes, the cost of depreciated value in accordance with the language of the Rate Tariff, and the costs of PNM's loads.

d. Santa Fe agrees to pay the Company in accordance with the terms and conditions of the Rate Tariff and this Agreement.

4. Charges, Payment and Late Payments.

a. Subsection (I)(a) of the Rate Tariff states that, "[u]pon request from the Customer, the Company shall convert or install Company owned street lighting fixtures at its own expense up to the limits provided by the [Rate Tariff], with any remaining expenses being the responsibility of the Customer."

b. Subsection (III)(A)(1)(a) of the Rate Tariff states that, "the Customer shall pay all costs for ... [a]ny conversions of Company-owned Lights or Poles made at the request of the Customer, subject to the allowances set forth in [the Rate Tariff] ".

c. Article V of the Rate Tariff allows PNM to recover "payment of the Company's depreciated investment for any lamp and/or pole associated with the removal of any Company owned lighting facilities."

d. The Parties agree that Subsections (I)(a) and (III)(A)(l)(a) of the Rate Tariff allow PNM to charge Santa Fe for all costs of the LED Conversion Project which exceed the allowances set forth in the Rate Tariff.

e. The Parties further agree that Article V of the Rate Tariff allows PNM to recover payment from Santa Fe relevant to the Company's depreciated investment for any lamp and/or pole associated with the removal of PNM-owned lighting facilities.

f. The Parties further agree that PNM shall charge Santa Fe for the costs of the LED Conversion Project which exceed the allowances set forth in the Rate Tariff and the costs associated with the Company's depreciated investment in accordance with the terms and conditions of the Rate Tariff.

g. Santa Fe agrees to pay PNM for all costs associated with the LED Conversion Project which exceed the allowances set forth in the Rate Tariff. Those costs include but are not limited to the actual costs incurred by PNM, third party actuals, any applicable taxes, the cost of depreciated value in accordance with the language of the Rate Tariff, and the costs of PNM's loads. PNM anticipates the City's total estimated cost of the LED Conversion Project to be approximately $421,185.00. **This is an estimate only, and shall be subject to true-up to the actual cost of the LED Conversion Project**. Nothing in this Agreement shall be interpreted as preventing PNM from billing the City in excess of this estimated amount, and nothing in this Agreement shall be interpreted as relieving the City of its payment obligations in the event the actual total cost of the LED Conversion Agreement exceeds this approximate amount.

h. All billing invoices submitted by PNM against Santa Fe's Purchase Order shall be paid by Santa Fe within 45 days after the date of receipt of the applicable

invoice, unless Santa Fe reasonably and in good faith disputes any invoiced amounts billed against the Purchase Order in accordance with the terms set forth in Section 5 (the "Disputed Amounts"). Except for Disputed Amounts, any amounts not paid after the 75th day following the date of receipt of the applicable invoice will bear interest at the annual rate of 8% or the highest rate allowed by law, whichever is lower, from such date to the date of full payment.

5. Payment Disputes. If Santa Fe disputes any invoiced amount for PNM's performance of the services contemplated herein, Santa Fe must give notice to PNM by the date that such invoiced amount is due and payable in accordance with Section 4(h), setting forth in reasonable detail the basis for the dispute. Upon Santa Fe timely giving notice of any Disputed Amount, the Parties shall refrain from pursuing any other rights or remedies at law or in equity with respect to such Disputed Amount until all commercially reasonable efforts to resolve such Disputed Amounts in accordance with Section 27 are pursued.

6. Taxes. If gross receipts taxes are payable with respect to the duties and obligations performed by PNM hereunder, Santa Fe will be responsible for reimbursing the Company for those gross receipts taxes.

7. Santa Fe's Representations and Warranties. Santa Fe represents and warrants to PNM that the following statements are true and correct as of the Effective Date of this Agreement:

a. There is no pending or threatened, suit, action, litigation, or proceeding against or affecting Santa Fe that affects the validity or enforceability of this Agreement.

b. Santa Fe is not in violation of any law promulgated or judgment entered into by any governmental authority that individually or in the aggregate would affect its performance of any of its obligations under this Agreement.

c. The execution and delivery of this Agreement, the consummation of the transactions contemplated herein, and Santa Fe's compliance with the terms and provisions hereof will not conflict with or result in a breach of, or require any consent under, Santa Fe's charter or other organizational documents, any law or regulation, or any order, injunction, or decree.

d. To the best of Santa Fe's knowledge, the information provided by Santa Fe relating to this Agreement and the LED Conversion Project is true, correct, and complete in every material respect and contains no untrue statement of material fact and does not omit a material fact that would otherwise make its statements contained in this Agreement misleading.

8. Term; Termination; Effect of Termination.

a. Term. Provided that this Agreement is not terminated earlier in accordance with the terms set forth in Section 8(6) hereof, the Term of this Agreement will be for twelve (12) months beginning on the Effective Date or until the completion of the LED Conversion Project, whichever occurs earlier (the "Term"). The 12-month Term does not modify or otherwise extend the City's obligation to timely pay PNM within 45 days after the date of receipt of PNM's billing invoices, as set forth in Section 4(h) of this Agreement.

b. Termination.

i. Termination for Convenience. Santa Fe may terminate this Agreement at any time during the Term for convenience by providing no less than 90 days ' prior written notice to PNM.

ii. Termination for Cause by Santa Fe. Santa Fe may terminate this Agreement immediately upon written notice to PNM upon the occurrence of any of the following circumstances:

A. PNM becoming insolvent or being unable to pay its debts in the ordinary course of its business; PNM filing a voluntary petition under applicable bankruptcy or other insolvency laws; a receiver being appointed for the business affairs of PNM; any bankruptcy, reorganization, debt arrangement or other proceeding under any bankruptcy or other insolvency law being instituted against PNM that is not dismissed within forty-five (45) days thereafter; PNM making an assignment for the benefit of creditors; or PNM liquidating or ceasing to do business as a going concern;

B. A material breach of this Agreement by PNM and such breach not being cured, to Santa Fe’s reasonable satisfaction, within thirty (30) days following notice thereof;

C. The failure of PNM to comply with applicable law in all material respects with regard to its obligations under this Agreement, and such failure not being cured within thirty (30) days following notice thereof; or

D. The failure of PNM to maintain the insurance requirements set forth in Section 20.

iii. Termination for Cause by PNM. PNM may terminate this Agreement pursuant to this Section 8(b)(iii) immediately upon written notice to Santa Fe upon the occurrence of any of the following circumstances:

A. Santa Fe becoming insolvent or being unable to pay its debts in the ordinary course; Santa Fe filing a voluntary petition under applicable bankruptcy or other insolvency laws; or any bankruptcy, reorganization, debt arrangement or other proceeding under any bankruptcy or other insolvency law being instituted against Santa Fe that is not dismissed within forty-five (45) days thereafter;

B. A material breach of this Agreement by Santa Fe and such breach not being cured, to PNM's reasonable satisfaction, within thirty (30) days following notice thereof; or

C. The failure of Santa Fe to comply with applicable law in all material respects with respect to its respective obligations under this Agreement, and such failure not being cured within thirty (30) days following notice thereof.

c. Effect of Termination of Expiration. Upon the termination or expiration of this Agreement, (i) PNM shall discontinue the performance of all of its duties and obligations under this Agreement and shall prepare and deliver a final invoice for all amounts accrued for tasks performed that have not yet been invoiced to Santa Fe, (ii) and Santa Fe shall promptly pay PNM all unpaid amounts owed and not disputed under this Agreement within forty-five (45) days after the later of the effective date of termination or the date of the final invoice, (iii) each party shall either return or destroy (at the other party's election) the other party's Confidential Information (as such term is defined below), (iv) if either party is in default under this Agreement, the non-defaulting party may exercise any other remedies available at law or in equity , all of which will be cumulative, and (v) Sections 3, 4, 9, 10, and 14 will survive.

9. Release. Santa Fe releases and forever discharges PNM and its agents, personnel, officers, directors, managers, and affiliates from all claims, demands, actions and causes of action, including claims of indemnity or contribution, relating directly or indirectly to (a) the LED Conversion Project; (b) any damage to Santa Fe property, except for damage caused by PNM's negligence, gross negligence, or willful misconduct; (c) any loss or damage arising in connection with any violation of law or applicable safety codes or standards by Santa Fe in connection with the LED Conversion Project; and (d) the failed abatement, remediation, removal, or disposal of any Hazardous Materials (as such term is defined below) arising or resulting from the LED Conversion Project, unless such Hazardous Materials were furnished or used by PNM in connection with its performance of the duties or obligations under this Agreement and in compliance with applicable law.

10. Confidentiality.

a. Definition. "Confidential Information" means information or materials provided by one party ("Discloser") to another party ("Recipient") which are in tangible form and labeled "confidential" or the like, or, information which a reasonable person knew or should have known to be confidential.

b. Protection. Recipient may use Confidential Information of Discloser solely (A) to exercise its rights and perform its obligations under this Agreement; or (B) in connection with the parties' ongoing business relationship. Recipient will not use or disclose any Confidential Information of Discloser for any purpose not expressly permitted by this Agreement, and will disclose the Confidential Information of Discloser only to the employees or contractors of Recipient who have a need to know such Confidential Information for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than Recipient's duty hereunder. Recipient will protect Confidential Information from unauthorized use, access, or disclosure in the same manner as Recipient protects its own confidential or proprietary Information of a similar nature but with no less than reasonable care.

c. Exceptions. Recipient's obligations under Section 10 with respect to any Confidential Information will terminate if Recipient can show by written records that such information: (A) was already known to Recipient at the time of disclosure by Discloser; (B) was disclosed to Recipient by a third party who had the right to make such disclosure without any confidentiality restrictions; (C) is, or through no fault of Recipient has become, generally available to the public; or (D) was independently developed by Recipient without access to, or use of, Discloser's Confidential Information. In addition, Recipient will be allowed to disclose Confidential Information to the extent that such disclosure is required by law or by the order of a court or similar judicial or administrative body, provided that Recipient notifies Discloser of such required disclosure promptly and in writing and cooperates with Discloser, at Discloser's request and expense, in any lawful action to contest or limit the scope of such required disclosure.

11. Hazardous Materials. PNM shall have no responsibility for detection, abatement, remediation, removal or disposal of any substance, material, waste, gas or particulate matter, hazardous substance, pollutant or contamination that is regulated, listed, or identified under any law or that becomes regulated, listed, or identified under any law (collectively, "Hazardous Materials"), except for any Hazardous Materials furnished or used by PNM in connection with the performance of the Company's duties and obligations hereunder.

12. Regulatory Reporting and Cooperation. The parties acknowledge that PNM is regulated by the New Mexico Public Regulation Commission and may be regulated by other governmental agencies including the Federal Energy Regulatory Commission, and that PNM may have certain reporting requirements related to the Company’s duties and obligations hereunder. Santa Fe shall maintain detailed and accurate records of the costs and activities related to the performance of its obligations under this Agreement and shall provide such records, together with

such other information or documents related to the LED Conversion Project as may be reasonably requested by PNM promptly upon request by PNM to the extent required in a regulatory proceeding. Santa Fe shall take such further actions and execute such further documents or instruments as may be reasonably requested by PNM that are reasonably related to PNM's regulatory compliance obligations with respect to the Company' s duties and obligations hereunder.

13. Subcontractors. PNM may use subcontractors in the performance of the Company's obligations under this Agreement.

14. Inspection of Public Records. PNM acknowledges that, if a request for inspection of records under the New Mexico Inspection of Public Records Act (Sections 14-2-1 et seq., NMSA 1978) ("Act") is received for materials relating to this Agreement, and provided that such materials are not exempt under the Act ("Exempted Materials"), Santa Fe is required to disclose those records. Santa Fe shall make a good faith effort to determine what materials are Exempted Materials and to not disclose Exempted Materials. Santa Fe shall, unless prohibited under the Act, provide PNM with immediate notice before any disclosure to allow PNM an opportunity, within the Act's fifteen day deadline, to initiate legal action to prevent the release of trade secret, proprietary data, or confidential data, or any other materials that to a reasonable person could be considered Exempted Materials, should PNM wish to do so. Notwithstanding anything to the contrary herein, with the exception of the Exempted Materials, Santa Fe shall not be responsible to PNM for any lawful disclosure of records required by the Act or an order of a court or other tribunal with jurisdiction over Santa Fe.

15. Joint Preparation. This Agreement shall be deemed to be jointly prepared. No provision in this Agreement shall be interpreted for or against any party because that party or its counsel drafted such provisions.

16. Time of Performance. This Agreement shall commence upon PNM beginning the work contemplated herein. PNM will endeavor to complete the LED Conversion Project within 5 months of the signing of this Agreement.

17. Authorized Representatives. Each party shall designate and shall have designated at all times one representative authorized to act and administer this Agreement of behalf of the designating party (each, an "Authorized Representative") and shall provide to the other party and update, if necessary, the name, address, telephone number, e-mail address, facsimile, and any other pertinent contact information (collectively, "Contact information") for its Authorized Representative. A party may replace its Authorized Representative by written notice to the other party. If a party desires to designate any additional authorized representatives, it shall specify the nature of the communications for which each such representative is authorized to act on the designating party's behalf. The contact information for each of the Parties' current authorized representatives is set forth on Schedule "B" to this Agreement. Neither party's Authorized Representative shall have any authority to amend, modify, or waive this Agreement or any provision hereof, but the Authorized Representatives may provide information where expressly specified herein or to the extent reasonably necessary for the parties' respective performance of their obligations hereunder.

18. Appropriations. Notwithstanding any other provision of this Agreement, the terms and conditions of this Agreement are contingent upon the Santa Fe City Council making the appropriations necessary for the performance of this Agreement.

19. Independent Contractor. Neither PNM nor its employees are considered to be employees of Santa Fe for any purpose whatsoever. PNM is considered to be an independent contractor at all times in the performance of the services contemplated under this Agreement. PNM further agrees that neither it nor its employees are entitled to any benefits from Santa Fe under the provisions of the Workers' Compensation Act of the State of New Mexico, or to any of the benefits granted to employees of Santa Fe under the provisions of any merit system ordinance that may be now or hereinafter enacted or amended.

20. Insurance. Each party shall purchase and maintain insurance in accordance with such party's own internal policies and procedures. Each party shall provide proof of such insurance and renewals thereof upon request by the other party.

21. Compliance with Laws. Both parties shall comply with all applicable laws, ordinances, and codes of the Federal, State, and local governments in connection with the performance of their respective duties and obligations under this Agreement.

22. Amendments. Any amendments to this Agreement shall be in writing and mutually agreed upon by the Parties.

23. Construction and Severability. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

24. Entire Agreement; Order of Precedence. This Agreement, including the Rate Tariff referenced above which has been incorporated herein by reference, contains the entire Agreement of the Parties relevant to the LED to Conversion Project and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith. In the event of any conflict between the terms of this Agreement and the Rate Tariff, the Rate Tariff will control.

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

26. Venue. The parties agree that the courts of the State of New Mexico sitting in Santa Fe County, New Mexico, will have exclusive jurisdiction to hear any action or judicial proceedings with respect to this Agreement. The parties each agree not to raise any objection to venue or any defense of inconvenient forum to any action or judicial proceedings brought

by the other party or arising in connection with this Agreement brought in the aforementioned courts.

27. Dispute Resolution. If any question, dispute, difference, or claim arises out of or in connection with this Agreement, including any question regarding its existence, validity, performance, or termination (a "Dispute"), then either party may provide written notice to the other together with a sufficiently detailed explanation of the notifying party's position with respect to the Dispute, and the Authorized Representatives of the parties shall meet promptly and shall diligently attempt in good faith to resolve the Dispute for a period of not more than five days (the "Initial Meeting "). If the Authorized Representatives are unable to resolve such Dispute during the Initial Meeting, then each party shall designate one agent authorized to bind such party or with settlement authority, and such designated agents shall meet within ten days following the end of the Initial Meeting, or at a time mutually agreed upon by the Authorized Representatives, to attempt in good faith to resolve the Dispute and produce written terms of settlement for the Dispute (a "Settlement Agreement"). A Settlement Agreement executed by each designated agent shall serve as conclusive evidence of the resolution of such Dispute. the designated agents do not produce and execute the Settlement Agreement within twenty days after the date of the first meeting of the designated agents or within a longer period agreed to by each designated agent, then either party may, upon written notice to the other party, pursue all of its rights and remedies provided at law or in equity or otherwise in this Agreement.

28. Waiver of Jury Trial. Each party hereby waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any proceeding brought to enforce or interpret this Agreement. Each party acknowledges that it and the other party have been induced to enter this Agreement by, among other things, the mutual waivers and certifications in this Section.

29. Force Majeure. PNM shall not be considered to be in default in respect to any obligation hereunder, if delays in or failure of performance shall be due to Force Majeure. The term "Force Majeure" shall mean any cause beyond the control of the Company and not due to its fault or negligence, including, but not limited to, acts of God, flood, earthquake, storm, fire, lightning, epidemic, pandemic, war, terrorist activity, riot, civil disturbance, sabotage, inability to obtain permits, licenses, and authorizations from any local, state, tribal , or federal agency for any of the materials, supplies, equipment, or services required to be provided hereunder, fuel shortages, strikes or other labor disputes, delay associated with lack of skilled labor or resources in Santa Fe County, or restraint by court or public authority, any of which by exercise of due foresight PNM could not reasonably have been expected to avoid, and which by the exercise of due diligence it is unable to overcome. PNM shall not, however, be relieved of liability for failure of performance if such failure is due to removable or remediable causes which it fails to remove or remedy with reasonable dispatch. Nothing contained herein, however, shall be construed to require PNM to prevent or settle a strike or other labor disputes against its will. The Party whose performance hereunder is so affected shall immediately notify the other Party of all pertinent facts and take all reasonable steps to

promptly and diligently prevent such causes if feasible to do so, or to minimize or eliminate the effect thereof without delay. Santa Fe shall make no claim against PNM and hereby waives, releases and discharges any and all claims against the Company for additional compensation or Damages by reason of any delay or additional services due to a Force Majeure.

30. No Waiver. Nothing in this Agreement shall be construed as a waiver of either Party's legal rights, unless expressly addressed herein. Each party expressly reserves any legal rights and remedies to the extent that this Agreement is silent on a particular point.

31. Notices. Unless this Agreement specifically requires otherwise, any notice, demand, or request provided for herein or served, given, or made as contemplated hereby must be in writing and either (i) delivered in person, (ii) sent by email, (iii) sent by certified United States mail, postage prepaid, or (iv) sent by a nationally recognized overnight courier service that provides a receipt of delivery, in each case, to the other party's Authorized Representative. Notice given by personal delivery, mail, or overnight courier pursuant to this Section is effective upon receipt (or refusal of delivery) by the other party's Authorized Representative. Notice given by email pursuant to this Section is effective if sent to the email address of the other party's Authorized Representative that is set forth on Schedule B, regardless of acknowledgement of receipt.

32. Relationship of the Parties. Nothing contained in this Agreement will be construed in any manner as creating an agency, partnership, joint venture or any other type of relationship between PNM and Santa Fe. Neither party will have, nor will such party hold itself out as having, any authority whatsoever, whether express or implied, to assume, create, or incur any obligation or liability whatsoever, contractual or otherwise, on behalf of or in the name of the other party or to bind the other party in any other manner whatsoever.

33. Construction. The headings of the Sections of this Agreement are for convenience and are not to be used in interpreting this Agreement. As used in this Agreement, the word "including" means "including, without limitation."

34. New Mexico Tort Claims Act. Any liability in tort 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.

IN WITNESS WHEREOF, Santa Fe and PNM have executed this Agreement as of the date first written above.

CITY OF SANTA FE

By: _____
Alan Webber
Mayor, City of Santa Fe, New Mexico

Attest:

_____
Kristine Mihelcic, City Clerk

City Attorney's Office:
Marcos Martinez
Marcos Martinez (Feb 11, 2021 14:58 MST)
_____
Senior Assistant City Attorney

Approved for Finances:

_____
Mary McCoy, Finance Director

PUBLIC SERVICE COMPANY OF NEW MEXICO

By: _____
Todd Fridley February 19, 2021
Vice President, PNM New Mexico Operations

SCHEDULE "A"

AGREEMENT FOR THE CONVERSION OF STREETLIGHTS
OWNED BY THE PUBLIC SERVICE COMPANY OF NEWMEXICO

PNM's Existing Streetlights by Wattage	**Units of Streetlights by Wattage**	**Installation Allowances in 16th Revised Rate No.20**	**LED Operational Substitutes Per Appendix A to 16th Revised Rate No. 20**
I00W HPS	983	$160.00	**Operational Substitute No. 1** ATBS P10 MVOLT R2 NL P7 XL, 40W, 4000K ERLl 0 05B3 40 A GRAY, 39W, 4000K VERD-C016-D-U-T2-4N7-10MSP-AP,39W, 4000K ATBS P10 MVOLT R2 3K NL P7 XL, 40W, 3000K ERLl 0 05B3 30 A GRAY, 39W, 3000K VERD-C016-D-U-T2-7030-4N7-10MSP-AP, 39W, 3000K
250WHPS	161	$480.00	**Operational Substitute No. 2** ATBM P30 MVOLT R3 NL XL P7, 118W, 4000K ERL2 0 16C3 40 A GRAY, 120W, 4000K VERD-C02H-D-U-T3-4N7-10MSP-AP, 120W, 4000K ATBM P30 MVOLT R3 3K NL XL P7, 118W, 3000K ERL2 0 16C3 30 A GRAY, 120W, 3000K VERD-C02H-D-U-T3-7030-4N7-10MSP-AP, 120W, 3000K ATBM P30 480 R3 NL P7 XL, 118W, 4000K
400W HPS	62	$1,040.00	**Operational Substitute No. 3** ATBL F MVOLT R3 NL P7, 259W, 4000K ERL2 0 28C3 40 A GRAY, 251W, 4000K VERDM-A04-D-U-T3-4N7-10MSP-AP, 247W, 4000K ATBL FM VOLT R3 3K NL P7, 259W, 3000K ERL2 0 28C3 30 A GRAY, 251W, 3000K VERDM-A04-D-U-T3-7030-4N7-10MSP-AP, 247W, 3000K ATBL F 480 R3 NL P7 XL, 259W, 4000K
175W MV	838	$160.00	**Operational Substitute No. 1** ATBS P10 MVOLT R2 NL P7 XL, 40W, 4000K ERLl 0 05B3 40 A GRAY, 39W, 4000K VERD-C016-D-U-T2-4N7-10MSP-AP,39W, 4000K ATBS P10 MVOLT R2 3K NL P7 XL, 40W, 3000K ERLl 0 05B3 30 A GRAY, 39W, 3000K VERD-C016-D-U-T2-7030-4N7-10MSP-AP, 39W, 3000K

400WMV	13	$480.00	**<u>Operational Substitute No. 2</u>** ATBM P30 MVOLT R3 NL XL P7, 118W, 4000K ERL2 0 16C3 40 A GRAY, 120W, 4000K VERD-C02H-D-U-T3-4N7-10MSP-AP, 120W, 4000K ATBM P30 MVOLT R3 3K NL XL P7, 118W, 3000K ERL2 0 16C3 30 A GRAY, 120W, 3000K VERD-C02H-D-U-T3-7030-4N7-10MSP-AP, 120W, 3000K ATBM P30 480 R3 NL P7 XL, 118W, 4000K

SCHEDULE "B"

Authorized Representatives

The Contact Information for the Authorized Representatives is initially as follows:

Public Service Company of New Mexico

Derek Kastendieck
Large Construction Project Manager,
NMOPS Projects and Program Management
2401 Aztec NE
MSZ200
Albuquerque, New Mexico 87107
derek.kastendieck@pnm.com
505-241-2922 office
505-238-5932 cell

Manuel Quintana
Senior Strategic Account Manager
PNM Account Management
414 Silver Ave. SW
Albuquerque, NM 87102
Manuel.quintana@pnm.com
505-241-4716 office
505-249-3105

City of Santa Fe, New Mexico

Regina Wheeler,
Public Works Director
PO Box 909
500 Market St. Suite 200
Santa Fe, New Mexico 87504-0909
(505) 955-6622

2021 02 11 PNM LED Conversion Agreement Santa Fe (Final Clean) (PNM legal review 1.15.20)

Final Audit Report 2021-02-11

Created:	2021-02-11
By:	Irene Romero (ikromero@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAcA1KuloUl3CL2sTElpKb6UoITHfRAVqP

"2021 02 11 PNM LED Conversion Agreement Santa Fe (Final Clean) (PNM legal review 1.15.20)" History

Document created by Irene Romero (ikromero@ci.santa-fe.nm.us)
2021-02-11 - 9:50:36 PM GMT- IP address: 63.232.20.2

Document emailed to Marcos Martinez (mdmartinez@santafenm.gov) for signature
2021-02-11 - 9:51:34 PM GMT

Email viewed by Marcos Martinez (mdmartinez@santafenm.gov)
2021-02-11 - 9:58:46 PM GMT- IP address: 174.56.49.116

Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)
Signature Date: 2021-02-11 - 9:58:59 PM GMT - Time Source: server- IP address: 174.56.49.116

Agreement completed.
2021-02-11 - 9:58:59 PM GMT

POWERED BY Adobe Sign

PUBLIC SERVICE COMPANY OF NEW MEXICO
ELECTRIC SERVICES

15TH REVISED RATE NO. 20
CANCELING 14TH REVISED RATE NO. 20

INTEGRATED SYSTEM STREETLIGHTING
AND FLOODLIGHTING SERVICE

APPLICABILITY: Applicable to streetlighting and floodlighting systems and under contract with any municipal corporation or other political subdivision within the State of New Mexico.

AVAILABILITY: Available within all areas served by the company in New Mexico.

MINIMUM CHARGE: Payment for lamps, standards, and lighting fixtures installed in accordance with the rates specified below.

TERMS OF PAYMENT: All bills are net and payable within twenty (20) days from the date of bill. If payment for any or all electric service rendered is not made within thirty (30) days from the date the bill is rendered, the Company shall apply an additional late payment charge as defined in Rate 16 Special Charges.

NET RATE PER MONTH OR PART THEREOF: The charge per month will be the sum of the applicable components of A, B, C, D, E, F and G.

A. LIGHT CHARGE (for unmetered lights where maintenance is provided by the Company and included in the Monthly Charge):

Standard Light Type	Monthly kWh Usage	Monthly Charge (Company Owned)	Monthly Charge (Customer Owned)
Mercury Vapor ("MV") Lights (1)			
175W MV	73	$16.83	$8.16
400W MV	162	$27.22	$18.11
Low Pressure Sodium ("LPS") Lights (1)			
55W LPS	28	$12.93	$3.13
135W LPS	63	$18.49	$7.04
High Pressure Sodium ("HPS") Lights			
70W HPS	31	$12.14	$3.47
100W HPS	45	$13.70	$5.03
200W HPS	89	$18.45	$9.95
250W HPS	107	$21.07	$11.96
400W HPS	165	$27.56	$18.45

Advice Notice No. 507

Gerard T. Ortiz
Vice President, NM Regulatory Affairs

GCG# 518996

Light Emitting Diode ("LED")				x
Lights 43W LED Streetlight	15	$9.55	N/A	x
54W LED Streetlight	19	$9.97	N/A	x
130W LED Streetlight	46	$12.67	N/A	x
258W LED Streetlight	92	$21.41	N/A	x

(1) Service under this rate is restricted to those installations and customers receiving service as of August 21, 2011. x x

B. METERED SERIES STREET LIGHTING: For PNM owned and maintained metered lights, and customer owned metered lights where maintenance is not provided by the Company and is not included in the monthly charge. x x x

Description	Monthly Rate (Company Owned (1))	Monthly Rate (Customer Owned)	
Metered Lighting	$0.229523	$0.0958247	x

(1) Service under this rate is restricted to those installations receiving service as of August 21, 2011. x x

C. CUSTOMER OWNED AND MAINTAINED LIGHTING Charges: (for unmetered lights where maintenance is not provided by the Company and is not included in the Monthly Charge) x x

Fixture Wattage Range	Monthly kWh Usage (2)	Monthly Charge	
From 0.0 to 10.0 Watts	3.555	$0.34	x
From 10.1 to 20.0 Watts	7.110	$0.68	x
From 20.1 to 30.0 Watts	10.665	$1.02	x
From 30.1 to 40.0 Watts	14.220	$1.36	x
From 40.1 to 50.0 Watts	17.775	$1.70	x
From 50.1 to 60.0 Watts	21.330	$2.04	x
From 60.1 to 70.0 Watts	24.885	$2.38	x
From 70.1 to 80.0 Watts	28.440	$2.73	x
From 80.1 to 90.0 Watts	31.995	$3.07	x
From 90.1 to 100.0 Watts	35.550	$3.41	x
From 100.1 to 110.0 Watts	39.105	$3.75	x
From 110.1 to 120.0 Watts	42.660	$4.09	x
From 120.1 to 130.0 Watts	46.215	$4.43	x
From 130.1 to 140.0 Watts	49.770	$4.77	x

PUBLIC SERVICE COMPANY OF NEW MEXICO
ELECTRIC SERVICES

15TH REVISED RATE NO. 20
CANCELING 14TH REVISED RATE NO. 20

INTEGRATED SYSTEM STREETLIGHTING
AND FLOODLIGHTING SERVICE

From 140.1 to 150.0 Watts	53.325	$5.11	x
From 150.1 to 160.0 Watts	56.880	$5.45	x
From 160.1 to 170.0 Watts	60.435	$5.79	x
From 170.1 to 180.0 Watts	63.990	$6.13	x
From 180.1 to 190.0 Watts	67.545	$6.47	x
From 190.1 to 200.0 Watts	71.100	$6.81	x
From 200.1 to 210.0 Watts	74.655	$7.15	x
From 210.1 to 220.0 Watts	78.210	$7.49	x
From 220.1 to 230.0 Watts	81.765	$7.84	x
From 230.1 to 240.0 Watts	85.320	$8.18	x
From 240.1 to 250.0 Watts	88.875	$8.52	x
From 250.1 to 260.0 Watts	92.430	$8.86	x
From 260.1 to 270.0 Watts	95.985	$9.20	x
From 270.1 to 280.0 Watts	99.540	$9.54	x
From 280.1 to 290.0 Watts	103.095	$9.88	x
From 290.1 to 300.0 Watts	106.650	$10.22	x
From 300.1 to 310.0 Watts	110.205	$10.56	x

Fixture Wattage Range	Monthly kWh Usage (1)	Monthly Charge	
From 310.1 to 320.0 Watts	113.760	$10.90	x
From 320.1 to 330.0 Watts	117.315	$11.24	x
From 330.1 to 340.0 Watts	120.870	$11.58	x
From 340.1 to 350.0 Watts	124.425	$11.92	x
From 350.1 to 360.0 Watts	127.980	$12.26	x
From 360.1 to 370.0 Watts	131.535	$12.60	x
From 370.1 to 380.0 Watts	135.090	$12.94	x
From 380.1 to 390.0 Watts	138.645	$13.29	x
From 390.1 to 400.0 Watts	142.200	$13.63	x

(1) Monthly kWh usage = Maximum Wattage in range x 355.5 hours per month / 1,000 Watts per kW. x

(2) For alternative lights larger than 400W, the applicable usage and rate shall be the sum of the 390.1 - 400.0 Watts row in the table above plus a wattage range such that the resulting range encompasses the actual wattage of the light (Example: for a 600 Watt light, the applicable usage and charge is determined by adding the 390.1 – 400.0 Watts row and the 190.1 – 200.0 Watts row together, resulting in a 590.1 – 600.0 Watt Range with a monthly usage of 213.300 kWh and a monthly charge of $20.44). x x x x x

Advice Notice No. 507

Gerard T. Ortiz
Vice President, NM Regulatory Affairs

GCG# 518996

PUBLIC SERVICE COMPANY OF NEW MEXICO
ELECTRIC SERVICES

15TH REVISED RATE NO. 20
CANCELING 14TH REVISED RATE NO. 20

INTEGRATED SYSTEM STREETLIGHTING
AND FLOODLIGHTING SERVICE

D. POLE CHARGE: For company owned lighting attached to a dedicated street lighting pole.

Description	Monthly Charge (Company Owned)
Wood Pole	$5.20
Non-Wood Pole	$7.81

E. FUEL AND PURCHASED POWER COST ADJUSTMENT: The above rates are based upon a base fuel cost for energy approved in NMPRC Case No. 14-00332-UT. For this tariff, base rate is $0.0264140 per kWh, effective for fuel and purchased power expenses incurred beginning January 10, 2015.

All kWh usage under this tariff will be subject to a Fuel and Purchase Power Cost Adjustment Clause ("FPPCAC") factor calculated according to the provisions in PNM's Rider 23.

The appropriate FPPCAC factor will be applied to all kWh appearing on bills rendered under this tariff.

F. OTHER APPLICABLE RIDERS: Any other PNM riders that may apply to this tariff shall be billed in accordance with the terms of those riders.

G. SPECIAL TAX AND ASSESSMENT ADJUSTMENT: Billings under this Schedule may be increased by an amount equal to the sum of the taxes payable under the Gross Receipts and Compensating Tax Act and of all other taxes, fees, or charges (exclusive of ad valorem, state and federal income taxes) payable by the utility and levied or assessed by any governmental authority on the public utility service rendered, or on the right or privilege of rendering the service, or on any object or event incidental to the rendition of the service.

SPECIAL CONDITIONS:

I. Installation and Ownership of Lighting Facilities:

a) Company Owned Lighting Facilities-
Upon request from the Customer, the Company shall install Company owned streetlighting fixtures at its own expense up to the limits provided by the Installation Allowance Table below, with any remaining expenses being the responsibility of the Customer. All lighting facilities shall be and remain the property of the Company.

Advice Notice No. 507

Gerard T. Ortiz
Vice President, NM Regulatory Affairs

GCG# 518996

PUBLIC SERVICE COMPANY OF NEW MEXICO
ELECTRIC SERVICES

15TH REVISED RATE NO. 20
CANCELING 14TH REVISED RATE NO. 20

INTEGRATED SYSTEM STREETLIGHTING
AND FLOODLIGHTING SERVICE

Company Owned Light & Pole Installation Allowances

High Pressure Sodium Lighting Facilities	
70W High Pressure Sodium Street Light	$1,000.00
100W High Pressure Sodium Street Light	$1,000.00
200W High Pressure Sodium Street Light	$980.00
250W High Pressure Sodium Street Light	$1,050.00
400W High Pressure Sodium Flood Light	$1,050.00
400W High Pressure Sodium Street Light	$1,050.00
Light Emitting Diode ("LED") Lighting Facilities	
43W LED Street Light	$770.00
54W LED Street Light	$770.00
130W LED Street Light	$760.00
258W LED Street Light	$1,140.00
Dedicated Streetlight Poles	
Wood Pole	$850.00
Non-Wood Pole	$1,010.00

b) Customer Owned Lighting Facilities-

i. The Customer shall be obligated to install its own streetlighting fixtures and poles at its own expense. The Company shall inspect and approve all Customer installed streetlighting prior to it being placed under this Rate.

ii. If requested by the Customer, poles or fixtures may be installed by the Company or an agent approved by the Company. Customer shall pay the Company for all installation costs of the facilities where such installation is done by the Company or the Company's agent.

iii. All facilities installed to provide electric service to customer owned streetlights under this tariff shall be and remain the property of the Company.

iv. The Customer is required to provide specific performance data on the total energy consumption of each non-standard fixture installed.

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PUBLIC SERVICE COMPANY OF NEW MEXICO
ELECTRIC SERVICES

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CANCELING 14TH REVISED RATE NO. 20

INTEGRATED SYSTEM STREETLIGHTING
AND FLOODLIGHTING SERVICE

II. Highway Signs:

No service to or maintenance of highway signs connected to the lighting system is included under this schedule.

III. Changes and Additions:

Relocations and changes, other than normal operation and maintenance of any luminaries, poles, or fixtures after the same have been installed, including system replacements or knock-down replacements, will be at the expense of the customer. If requested by the customer, Company agrees to make all replacements for knock-downs of Customer owned light poles and to bill the Customer for all costs associated with such replacements. Customer agrees to coordinate recovery efforts with Company in instances where Company has potential legal liability from claims of the parties responsible for Customer owned pole damage. The Company will attempt to recover the costs of knock-down replacements of Company owned light poles from the parties responsible. Any unrecoverable costs will be billed to the customer. The Company will furnish to the customer a copy of all information pertaining to the identity and circumstances of the knock-down when same becomes available to the Company.

IV. Operation and Maintenance:

A. Total Company-Owned System:
The Company will perform normal operation and maintenance of the lighting system which includes routine maintenance, repairs and fixture servicing including all spot lamp replacement required by faulty lamps.

Major repair and fixture replacements required due to vandalism, vehicle accidents, projectiles, or acts of God will be performed by the Company at the expense of the customer.

Mandatory replacement of or alterations to working luminaire to bring them into compliance with existing or future laws or ordinances will be performed by the Company at the expense of the customer.

It shall be the duty of the customer to report to the Company the failure of any lamp covered by the Rate to burn, or to burn adequately, and it shall thereafter be the obligation of the Company to at once restore such lamp to service subject, however, to the provisions of Special

Advice Notice No. 507

Gerard T. Ortiz
Vice President, NM Regulatory Affairs

GCG# 518996

Conditions I, above and to subsequent provisions of this item as to replacements. Any lamp so reported as failing to burn, or to burn adequately, shall be replaced or repaired and returned to regular operation within seventy-two (72) hours from the time of notice of such failure to the Company. Pole hits and failures due to the loss of underground conductors or control equipment are excluded from the 72 hour requirement and shall be repaired as material availability and scheduling permits.

B. Total Customer-Owned System:

Page 1; Section A - "Light Charge (for unmetered lights where maintenance is provided by the Company and included in the Monthly Change": Maintenance under this section includes faulty photoelectric cell replacement, faulty lamp replacement, faulty fixture fuse replacement, and incidental lens cleaning.

Page 2; Sections B - "Metered Series Street Lighting", and C - "Customer Owned and Maintained Lighting". Maintenance under these sections is the responsibility of the customer.

All other operation and maintenance, including traffic control costs and troubleshooting customer owned systems may be done by the Company at the request and expense of the customer. The Company will not stock maintenance items that are considered nonstandard by the Company for use in maintaining customer-owned lighting systems. Stocking of these nonstandard items is the sole responsibility of the customer.

V. Termination:

Service to any lamp installed hereunder shall be terminated by the Company upon receipt of thirty (30) days notice and coincident with such notice, payment of the Company's depreciated investment for any lamp and/or pole associated with the removal of any Company owned lighting facilities.

VI. In the event of a conflict between the terms of this rate schedule and any provision contained in the streetlighting contract in effect, the relevant terms of the rate schedule shall control.

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/04/2020

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
Aon Risk Services Southwest, Inc.
Dallas TX Office
5005 Lyndon B Johnson Freeway
Suite 1500
Dallas TX 75244 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Liberty Mutual Fire Ins Co	23035
INSURER B:	Liberty Insurance Corporation	42404
INSURER C:	Assoc Electric & Gas Ins Serv Ltd -AEGIS	AA3190004
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Public Service Company of New Mexico
Corporate Headquarters
MS 0905
Albuquerque NM 87158 USA

COVERAGES **CERTIFICATE NUMBER:** 570082027849 **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.

Limits shown are as requested

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 SIR $500,000 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [X] LOC OTHER:			EB2641444990020 SIR applies per policy terms & conditions	06/01/2020	06/01/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,500,000 $1,000,000 Excluded $1,500,000 $10,000,000 $10,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			AS2-641-444990-010	06/01/2020	06/01/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000
C	**UMBRELLA LIAB** OCCUR X **EXCESS LIAB** X CLAIMS-MADE DED RETENTION			XL5115009P Claims Made	06/01/2020	06/01/2021	EACH OCCURRENCE AGGREGATE	$35,000,000 $35,000,000
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WA764D444990030	06/01/2020	06/01/2021	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

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

CERTIFICATE HOLDER

Public Service Company of New Mexico
Corporate Headquarters, MS 0905
Albuquerque NM 87158 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

Aon Risk Services Southwest, Inc.

Holder Identifier :

Certificate No : 570082027849

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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: PUBLIC SERVICE CO OF NM
DBA: PUBLIC SERVICE CO OF NM

Business Location: 414 SILVER AVE SW MS 1275
ALBUQUERQUE, 87102-3289

Owner: PUBLIC SERVICE CO OF NM

License Number: 225000

Issued Date: January 27, 2021

Expiration Date: January 27, 2022

CRS Number: 01-000050-000

License Type: Business License - Renewable

Classification: Out of Jurisdiction Business License

Fees Paid: $10.00

PUBLIC SERVICE CO OF NM
414 SILVER AVE SW MS 1275
ALBUQUERQUE, NM 87102-3289

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

City of Santa Fe, New Mexico

memo

Date: **February 24, 2021**

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

From: **Regina Wheeler, Public Works Director** RW

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

Public Works Department respectfully request exempt determination to be approved by the City's CPO, Fran Dunaway. The Agreement is between PNM and City of Santa Fe Public Works Department

City of Santa Fe follows the New Mexico State Procurement code.

13-1-98. Exemptions from the Procurement Code.

D. purchases of publicly provided or publicly regulated gas, electricity, water, sewer and refuse collection services;

Amount: $421,185.00

Term: 1 year from execution of contract

Approved Exemption

Fran Dunaway

Fran Dunaway (Mar 12, 2021 07:52 MST)

Fran Dunaway, Chief Procurement Officer

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 Public Service company of New Mexico (PNM)

3 Complete information requested ☐ Plus GRT ☑ Inclusive of GRT

Original Contract Amount: $421,185.00

Termination Date: 12 Months from contract approval date

☑ Approved by Council Date: Pending

☐ or by City Manager Date: _____

Contract is for: LED Conversion of PNM Owned Streetlights

Amendment # _____ to the Original Contract# Munis 3202499

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☐ Approved by Council _____

☐ or by City Manager Date: _____

Amendment is for:

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

Amount $ 421,185.00 of original Contract# 3202499 Termination Date: 12 Months from con

Reason: LED Conversion of PNM Owned Streetlights

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: $ $421,185.00

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

RFP# _____ Date: _____

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

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other PRC Rate 20 Public Utility Agreement

6 **Procurement History:** One year contract for light replacement 13-1-98 D/purchases of publicly provided electricity services.
example: (First year of 4 year contract)

Fran Dunaway
Fran Dunaway (Mar 12, 2021 07:52 MST)

Purchasing Officer Review

Comments or Exceptions:

7 **Funding Source:** **2018 GRT Bond Premium** **BU/Line Item:** 3359980.572970

Alexis Lotero
Alexis Lotero (Mar 10, 2021 18:02 MST)

Budget Officer Approval

Comments or Exceptions: _____

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

(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** Curt Temple

Phone # 505-795-2439

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 PROCUREMENT CHECKLIST

Contractor Name: Public Service Company of New Mexico (PNM)

Procurement Title: PNM Owned LED Streetlight Conversion Project

Procurement Method: State Price Agreement ☐ *Cooperative* ☐ *Sole Source* ☐ *Other* ☒ *PRC Rate 20 Utility*

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

Department Requesting Public Works Staff Name Curt Temple

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: PRC Rate 20 Agreement Public Utility

Curt Temple	Project Administrator	2/23/2021
Department Rep Printed Name (attesting that all information included)	Title	Date

Fran Dunaway

Fran Dunaway (Mar 12, 2021 07:52 MST)

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

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

*

GB PWD PNM STREETLIGHT CONVERSION TO LED

Final Audit Report 2021-03-12

Created:	2021-03-04
By:	Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA-jxqPAJhCdazWMsp-Sn8eSbzIx2SVicL

"GB PWD PNM STREETLIGHT CONVERSION TO LED" History

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Agreement completed.
2021-03-12 - 2:52:09 PM GMT

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

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)

1) Request for Approval of Budget Amendment Resolution

Committee Review:

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

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		

ACTION SHEET PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 03/08/2021
ISSUE NO. 8g 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
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on Consent Agenda to forward to 3/22/2021 Finance Committee
SPECIAL CONDITIONS OR AMENDMENTS:
STAFF FOLLOW UP:

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

City of Santa Fe, New Mexico

memo

Date: February 10, 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: Cooperative Funding Agreement between the City of Santa Fe and the US Bureau of Reclamation for Environmental (NEPA and Cultural Resources) Compliance via Contract No. 20-WC-40-866 and Budget Adjustment Request (BAR)

ITEM AND ISSUE

Request for approval of 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 (PROJECT). This Contract No. 20-WC-40-866 will provide technical expertise necessary for the City and US Bureau of Reclamation (USBR) to complete the Environmental Assessment (EA) under the National Environmental Policy Act (NEPA) guidelines.

BACKGROUND AND SUMMARY

Resolution 2019-56 directs staff to develop 40- and 80-year water plans (Santa Fe Water 2100) and promote strong community participation in the planning process, and to complete the necessary permitting and engineering design for the San Juan Chama (SJC) return flow pipeline. Jesse Roach, Ph.D, Director of City of Santa Fe Water (CoSFW), presented at the January 13, 2021 Governing Body Meeting 11.d '*status update and next steps for the SJC return flow pipeline*' which articulated the permitting and design requirements and project schedule for the SJC return flow pipeline, including NEPA permitting.

City water supply planning, in conjunction with USBR and Santa Fe County, indicates that increases in service area demand and climate change conditions will cause available water supplies to fall significantly short (supply gap) by the 2050s. For the purpose of developing a new safe and reliable source of water supply, CoSFW is proposing the PROJECT to convey reclaimed SJC water from the Paseo Real Water Reclamation Facility (PRWRF) via a pipeline to the Rio Grande below the Buckman Direct Diversion (BDD) for return flow credits. CoSFW is concurrently working on preliminary hydrology planning studies, federal and state agency coordination, outreach to key stakeholders, permitting and technical analyses work in preparation for initiating the EA requirement under NEPA in April 2021. Reclamation has agreed to be the lead Federal agency for the NEPA process in cooperation with the Bureau of Land Management (BLM) and the US Forest Service (USFS). This organizational structure was approved by the Governing Body on November 10, 2020. The CFA will provide CoSFW the necessary technical permitting services to complete the required EA.

ACTION REQUESTED

Staff requests approval of CFA via Contract No. 20-WC-40-866 with USBR for NEPA environmental services. The CFA allocates funding of $50,000 plus NMGRT to USBR through December 31, 2024. Staff requests approval of the Budget Increase (BAR) from the Water Enterprise Cash Balance to the CIP Engineering fund. 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
Public Utilities / Water Division	2/15/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
CIP WIP Design	5050395	572960		50,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ -	$ -

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

Cooperative Funding Agreement between the City of Santa Fe and the US Bureau of Reclamation for Environmental (NEPA and Cultural Resources) Compliance via Contract No. 20-WC-40-866 and Budget Adjustment Request (BAR)

Request increase fr0m Water Enterprise Fund Cash balance t0 fund this CAF.

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
505	(50,000)
TOTAL:	**(50,000)**

Maya Martinez 2/15/2021
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 (Feb 17, 2021 09:17 MST)
Budget Officer Date

Division Director Signature *{optional}* Date

Finance Director *{≤ $5,000}* Date

Shannon Jones
Department Director Signature Date

City Manager *{≤ $60,000}* Date

Contract No. 20-WC-40-866

AGREEMENT BETWEEN THE
CITY OF SANTA FE WATER DIVISION
AND THE
UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
FOR
ENVIRONMENTAL (NEPA AND CULTURAL RESOURCES) COMPLIANCE

This Agreement is entered into as of the_____ day of _____202__, pursuant to the Reclamation Act of June 17, 1902 (32 Stat. 388), and acts amendatory thereof or supplementary thereto, particularly the Contributed Funds Act of May 4, 1921 (43 U.S.C. § 395), by and between the UNITED STATES, DEPARTMENT OF THE INTERIOR, BUREAU OF RECLAMATION (Reclamation or United States), and the City of Santa Fe Water Division (City), a water utility existing under the laws of the State of New Mexico.

RECITALS

WHEREAS, under authority of the Reclamation Act of 1902, as amended and supplemented, Reclamation has performed extensive studies and gathered substantial information relating to the planning, design, and construction of pipeline projects such as the Santa Fe Water Reuse Pipeline Project in the State of NM; and

WHEREAS, due to Reclamation's engineering, environmental, and technical expertise, there are certain functions that the City may wish Reclamation to perform with funds advanced by the City to Reclamation under the authority granted by Federal Reclamation Laws, particularly the Contributed Funds Act of March 4, 1921 (43 U.S.C. §395), rather than performing those responsibilities itself; and

WHEREAS, the parties are willing to perform their respective duties in a timely and cost-effective manner. The parties are authorized to enter into this Agreement consistent with Federal Reclamation Law as specified above. Engineering and technical services performed will be specified in future task orders issued and made a part of this Agreement.

NOW THEREFORE, in consideration of the above it is mutually agreed by the parties as follows:

AGREEMENT

1. Scope of Services.

a. Generally. At the City's request, Reclamation shall provide professional technical services in connection with the Water Reuse Pipeline Project, which services are not provided under existing contracts. These services may include but are not limited to: hydrological, geological, geotechnical, design; technical review; preparation of engineering cost-estimates; inspection; surveying; assistance establishing and maintaining automated water measurement and control systems; environmental; and other services. Particulars of each task,

personnel rates, cost, and schedule in which the parties to this Agreement engage will be contained in scope change authorizations, hereafter called task orders. Each task order shall be attached to and made part of this Agreement. The City will prepare the task orders and Reclamation will review and agree to the individual task orders if Reclamation deems it has adequate capability to perform the work. No task order shall become a part of this Agreement until it has been signed by the City and Reclamation.

b. Key Personnel. Reclamation will:

(1) Designate experienced personnel, acceptable to the City, to perform the work described above and coordinate the work with the City's contact person.

(2) Make designated personnel available to perform the work described. Such availability will be agreed upon in advance as part of the agreed work schedule included in the various task orders.

(3) Maintain records of the cost for the performance of work required by this Agreement and submit itemized statements to the District of such costs as well as provide the City quarterly reports on the work efforts and hours used.

c. Modification. This Agreement may be modified through mutual agreement among the parties. Any modification made to this Agreement shall be confirmed in writing prior to performance of the change.

2. Compensation.

a. Generally. The City shall advance to Reclamation the estimated total cost of actual services to be performed and anticipated out-of-pocket expenses as determined by each task order. Such amount will be based upon Reclamation's estimated hours, as detailed in task orders, to complete the assigned tasks, as approved in advance by the City. Reclamation will establish a unique cost account to track and account for the costs of services provided under the terms of the task orders associated with the individually requested projects.

b. Advancement of Funds.

(1) Requests for Advancement of Funds. The City shall advance funds to Reclamation on a task order basis to cover estimated costs, timed to be in accord with Reclamation's actual cash requirements for carrying out the purposes of this Agreement. All payments will reference Contract No. 20-WC-40-866 and will be remitted to: DOI - BOR - Region: Upper Colorado P.O. Box 6200-26, Portland, Oregon 97228-62004. Reclamation will deliver a request for each such advance to the City, or as specified in each task order, before initiating the work activities covered by the request to allow adequate time for review and processing of the request. The request for advance will include an itemization of estimated services Reclamation will perform to complete the assigned tasks. The City will approve or deny the request for advance, and if approved, transfer funds at least seven (7) days prior to work commencing by Reclamation. The City shall provide the required advance funding as specified on the individual task orders issued pursuant to this agreement. In the event that funds which are advanced are

insufficient to cover Reclamation's expenses, Reclamation will notify the City and discontinue work activities until such time as a modification is made to the task order and the additional funding is provided. Upon completion of the project or termination under Article 6 of this agreement, Reclamation will refund within 90 days to the City any unexpended advanced funds remaining in the account described in Article 2(a) above which are in excess of the total actual costs associated with the project activities described in the task order.

(2) Use of Funds Advanced. Immediately upon receiving funds advanced from the City, Reclamation shall credit the funds into Reclamation's designated cost structure. Thereafter, Reclamation may charge to that cost structure to finance the work authorized under the individual task order. Reclamation may use the funds advanced under the task order only for costs and expenses it incurs in performing work authorized in the task order. In the event funds advanced by the City are insufficient to complete anticipated work items during the time period corresponding to a particular request for advance, the task order shall be modified and Reclamation shall request and receive an additional advance of funds prior to work continuing under that particular task order. However, Reclamation shall not expend funds in excess of each request for advance or the cumulative amount specified in each task order.

(3) Accounting of Services and Expenses. Reclamation shall submit to the City an itemization acceptable to the City of services performed which were incurred under any advancement of funds prior to submitting requests for additional advancement of funds. The itemization will describe the services

performed by Reclamation employees, billed to the nearest one-quarter hour, for actual costs, which approximate the rates set forth for each task order, as well as all expenses incurred. A final accounting of all services and costs shall be provided to the City within 60 days of the completion of each task order.

3. Independent Agency. Reclamation is a Federal agency and nothing in this Agreement shall be construed as creating a principal/agent or employee/employer relationship between Reclamation and the City.

4. Non-discrimination and Other Applicable Laws. In performing its obligations under this Agreement, Reclamation shall comply with all applicable Federal and State laws regarding non-discrimination and other employment and workplace requirements.

5. Term.

a. Initial Term. This Agreement shall be effective as of the date of execution and shall remain in effect through and including October 31, 2024.

b. Additional Terms. The parties acknowledge that the services to be provided may extend beyond October 31, 2024; therefore, the parties may extend this Agreement for additional periods by mutual written consent.

6. Modification. This Agreement may be modified through mutual agreement of the parties. Any modification made to this Agreement shall be confirmed in writing by the parties prior to performance of the change.

7. Termination. Any party may terminate this Agreement upon 30 days written notice to the other party. If terminated, Reclamation shall refund to the City all funds which are unexpended as of the effective date of the termination.

8. Access to Reclamation's Accounting Records. Reclamation shall maintain accounting records to substantiate all amounts invoiced under the task orders. Reclamation shall make such records available to the City for its examination during Reclamation's normal business hours for three (3) years after Reclamation submits its last invoice to the City. The provisions of this paragraph shall apply, subject only to applicable law regarding maintenance of and access to public records.

9. Liability. Each party shall be liable for its own acts or failure to act in accordance with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the applicable provisions under the New Mexico Tort Claims Act, §§ 41-4-1 et seq. NMSA 1978; and the Federal Tort Claims Act, 28 United States Code, Chapter 171.

10. Authorized Representatives and Notice.

a. Generally. The parties respectively designate the following persons to act as their authorized representatives in matters and decisions pertaining to the timely performance of this Agreement:

For the City:
William H Schneider, P.G.
Water Resources Coordinator
City of Santa Fe Water Division
801 W San Mateo Rd, Santa Fe NM 87504
505-995-4203

For Reclamation:
Jennifer Faler, P.E.
Albuquerque Area Office, Area Manager
Bureau of Reclamation
555 Broadway Blvd NE, Suite 100
Albuquerque, NM 87102
505-462-3541

Each party may designate a successor authorized representative upon written notice to the other party, or as designated in each task order.

b. Notice. All written notices required to be given for this Agreement or for task orders shall be hand delivered, or sent via facsimile or United States mail, postage prepaid, to the parties' respective authorized representatives identified in subparagraph 10 (a) above. Notice shall be deemed to be received upon actual receipt or three (3) days after mailing, whichever occurs first.

11. Miscellaneous Provisions.

a. Assignment. This Agreement shall not be assignable by any party without the prior written consent of the other parties. Subject to this limitation on assignment, this Agreement shall be binding upon and shall persist to the benefit of the parties' respective successors, agents, and assignees.

b. Severability. The provisions of this Agreement are severable, and the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining provisions.

c. Authority. Each party warrants that the person signing below on its behalf has been duly authorized to execute this Agreement on its behalf.

12. Contingent on Appropriation or Allotment of Funds. The expenditure or advance of any money or the performance of any obligation of the United States under this contract shall be contingent upon appropriation or allotment of funds. Absence of appropriation or allotment of funds shall not relieve the City from any obligations under this contract. No liability shall accrue to the United States in case funds are not appropriated or allotted.

13. Third Party Beneficiaries. The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties of this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.

IN WITNESS WHEREOF, the parties execute this Agreement as of the date first written above.

City of Santa Fe

_____

Alan Webber
Mayor
City of Santa Fe, New Mexico
200 Lincoln Ave, Santa Fe, NM 87501
(505) 955-6500

Approved for Legal Sufficiency:

_____
Office of the Regional Solicitor

UNITED STATES OF AMERICA

_____
Wayne Pullan
Regional Director
Bureau of Reclamation
Upper Colorado Basin

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC, CITY CLERK

APPROVED AS TO FORM:

Marcos Martinez
Marcos Martinez (Feb 15, 2021 13:00 MST)
_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED:

_____
MARY MCCOY, FINANCE DIRECTOR

~~End of Agreement~~

2021 02 15 CFA City of Santa Fe Reuse Pipeline Final (002)

Final Audit Report 2021-02-15

Created:	2021-02-15
By:	Irene Romero (ikromero@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAuD4R8PDfLfgtdN_FEDFoWKilVdsPkqg7

"2021 02 15 CFA City of Santa Fe Reuse Pipeline Final (002)" History

Document created by Irene Romero (ikromero@ci.santa-fe.nm.us)
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Signature Date: 2021-02-15 - 8:00:39 PM GMT - Time Source: server- IP address: 174.56.49.116

Agreement completed.
2021-02-15 - 8:00:39 PM GMT

USBR
2020-01
$50,000

TASK ORDER NO. 2020-01
BUREAU OF RECLAMATION
SANTA FE REUSE PIPELINE

This Task Order is hereby attached to and made a part of the Agreement known as Technical Services Agreement No. 20-WC-40-866(Agreement), between THE UNITED STATES DEPARTMENT OF THE INTERIOR, BUREAU OF RECLAMATION (Reclamation) and the City of Santa Fe (City), for technical, administrative, and engineering services.

The purpose of this Task order is for technical, administrative and engineering services to complete the environmental compliance under NEPA, NHPA, ESA, CWA, and other applicable regulations and policy for the construction of the City's Water Reuse Pipeline.

ARTICLE 1. SCOPE OF SERVICES

In accordance with the provisions of the Agreement, Reclamation agrees to furnish to the City the following specific services of environmental and cultural resources compliance for the planning, permitting, design, and construction of the Reuse Pipeline project by:

1. Providing oversight and guidance on the proposed project's environmental compliance process.
2. Participating in meetings.
3. Reviewing documents and letters.
4. Providing written comments on SOW, workplan, process.
5. Reviewing and providing comments on project description.
6. Attending meetings with City, contractors, regulators, and other Federal State or Local agencies.
7. Reviewing and providing comments on scoping meeting presentation and scoping report.
8. Reviewing and providing comments on draft and final EA.
9. Reviewing and providing comments on draft and final FONSI.
10. Reviewing and providing comments on administrative records and keep records.
11. Reviewing and providing comments on technical reports.
12. Reviewing and providing comments on CWA, ESA, and NHPA products, if needed.
13. Reviewing and providing comments on federal and state permit applications and requirements.
14. Reviewing and providing comments on monitoring plan.
15. Reviewing and providing comments on mitigation plan, if needed.
16. Reviewing and providing comments on 30/60/90/100% designs to ascertain no further environmental compliance needed.

ARTICLE 2. COMPENSATION

Compensation by the City to Reclamation will be as follows:

BUDGET
A budget amount up to the amount of $50,000 has been negotiated by the City and Reclamation for all work under this Task Order from October 1, 2020, through December 31, 2024. Reclamation will make diligent efforts to complete the work contemplated within the budget.

Reclamation is not obligated to incur costs beyond the budget, as it may be adjusted, nor is the City obligated to pay Reclamation beyond these limits without modifications to this Task Order or additional task orders being agreed to.

DIRECT EXPENSES
Direct Expenses are those costs incurred on or directly for the work described in Article 1 including, but not limited to, necessary transportation costs, including current rates for Reclamation vehicles; meals and lodging; auto rental; computer services; word processing services; telephone and communication charges; printing, binding, and reproduction charges; all costs associated with outside services and facilities; and other similar costs. Reimbursement for Direct Expenses will be on the basis of actual charges when furnished by commercial sources and on the basis of current rates when furnished by Reclamation.

ARTICLE 3. NOTICE TO PROCEED

Reclamation understands that the City will issue Notices to Proceed for this Task Order and each subsequent task. Reclamation will not proceed with any work unless the City has issued a Notice to Proceed.

OTHER PROVISIONS

The following provisions shall apply to this Task Order:

The work covered in this Task Order is limited to the services outlined in Article 1. The Agreement is intended to permit the City, through the Secretary of the Interior, to enter into task orders with Reclamation if the City determines that such task orders are the most effective way of completing the project. There is no assurance that Reclamation will be tasked for any additional work. Separate notices to proceed will be required for any expansion of the work beyond this Task Order. The scope of services and compensation for subsequent phases will be developed in future task order(s) to the Agreement if Reclamation work is expanded into subsequent phases, prior to the commitment of work, as detailed in the Agreement.

Either party may terminate this Task Order, as provided for in the Agreement.

PRIVILEGED AND CONFIDENTIAL INFORMATION
Reclamation acknowledges that in performing the services related to this Task Order they may have access to privileged and confidential material(s) of the City. Reclamation agrees to respect the privilege and confidentiality of said information and to not disclose information of this nature without the express prior written consent of the City.

WORKING FILES
Reclamation will maintain files containing all work documentation including calculations, assumptions, interpretations or regulations, sources of information, and other raw data required in the performance of this Task Order. Reclamation will provide copies of the information contained in its working files to the City upon request of the City.

CHANGES
The Parties may make changes, revisions or additions, (collectively hereinafter called "changes") in this Task Order by mutual agreement.

Reclamation will immediately, upon knowledge of any changes (including actions, inactions, and written or oral communications) that do not conform to the authorized method of directing changes specified herein, notify the City of such changes and will request written disposition.

Reclamation will not proceed with any changes unless notified to proceed by the City.

The City may reduce subsequent work efforts and monies in this Task Order upon thirty (30) days' notice from the Construction Manager, in accordance with the provisions of the Agreement.

AUDIT
Reclamation agrees that at any time before, or after, final payment, the City may have Reclamation's, sub-consultant's, or suppliers' invoices and statements of cost audited. Any payment may be reduced by amounts found by the City not to constitute allowable costs as defined by **Part 31 – Contract Cost Principles and Procedures** of the Code of Federal Regulations (CFR) – Title 48 – Federal Acquisition Regulations.

IN WITNESS WHEREOF,

the parties execute this Task Order (2020-01) this __ day of _____ 2020.

CITY OF SANTA FE

By: _____

William H Schneider, P.G.
Water Resources Coordinator
City of Santa Fe Water Division
801 W San Mateo Rd,
Santa Fe NM 87504
505-995-4203

U.S. DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

By: _____

Jennifer Faler, P.E.
Albuquerque Area Office, Area Manager
Bureau of Reclamation
555 Broadway Blvd NE, Suite 100
Albuquerque, NM 87102
505-462-3541

Santa Fe Reuse Pipeline NEPA

Reclamation Compliance Cost Estimate

Summary of Activities

Reclamation will provide the city technical, administrative and engineering services to complete the environmental compliance under NEPA, NHPA, ESA, CWA, and other applicable regulations and policy for the construction of the City's Water Reuse Pipeline.

In accordance with the provisions of the Agreement, Reclamation agrees to furnish to the City the following specific services of environmental and cultural resources compliance for the planning, permitting, design, and construction of the Reuse Pipeline project by:

1. Providing oversight and guidance on the proposed project's environmental compliance process.
2. Participating in meetings.
3. Reviewing documents and letters.
4. Providing written comments on SOW, workplan, process.
5. Reviewing and providing comments on project description.
6. Attending meetings with City, contractors, regulators, and other Federal State or Local agencies.
7. Reviewing and providing comments on scoping meeting presentation and scoping report.
8. Reviewing and providing comments on draft and final EA.
9. Reviewing and providing comments on draft and final FONSI.
10. Reviewing and providing comments on administrative records and keep records.
11. Reviewing and providing comments on technical reports.
12. Reviewing and providing comments on CWA, ESA, and NHPA products, if needed.
13. Reviewing and providing comments on federal and state permit applications and requirements.
14. Reviewing and providing comments on monitoring plan.
15. Reviewing and providing comments on mitigation plan, if needed.
16. Reviewing and providing comments on 30/60/90/100% designs to ascertain no further environmental compliance needed.

Activity	Hours	Average Cost/Hr	Cost
Providing oversight and guidance on the proposed project's environmental compliance process. **(Activities covered: 1)**	100	$100.00	$10,000
Participating in meetings. **(Activities covered: 2, 6)**	100	$100.00	$10,000
Reviewing documents and letters; and providing written comments. **(Activities covered: 3, 4, 5, 7, 8, 9, 10, 11, 12, 13, 14, 15)**	250	$100.00	$25,000
Reviewing and providing comments on 30/60/90/100% designs to ascertain no further environmental compliance needed. **(Activities covered: 16)**	50	$100.00	$5,000
Total Cost Estimate (no contingency)	**500**	**$100.00**	**$50,000**

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3202551

Contractor: USDI BOR

Description: 'Cooperative Funding Agreement between the City of Santa Fe and the US Bureau of Reclamation for Environmental (NEPA and Cultural Resources) Compliance via Contract No. 20-WC-40-866 and Budget Adjustment Request (BAR) PL# WTR 2050501 Munis # 3202551

Contract ☐ Agreement ☉ Lease / Rent ☐ Amendment ☐

Term Start Date: _____ Term End Date: 10/31/2024

☑ Approved by Council Date: Pending

Contract / Lease:

Amendment # N/A 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)
N/A

3. Procurement History: Federal Cooperative Funding Agreement - Exempt

Fran Dramaway (Feb 25, 2021 18:20 MST) Feb 25, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: Exemption 13-1-98 A. entity to entity

4. Funding Source: Water Enterprise / CIP Org / Object: 5050395.572960

Alexis Lotero (Feb 24, 2021 11:31 MST) Feb 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: US Bureau of Reclamation (USBR)

Procurement Title: Cooperative Funding Agreement between the City of Santa Fe and the US Bureau of Reclamation for Environmental (NEPA and Cultural Resources) Compliance via Contract No. 20-WC-40-866 and Budget Adjustment Request (BAR)

Procurement Method: State Price Agreement ☐ *Cooperative* ☐ *Sole Source* ☐ *Other GOVERNMENTAL COOPERATIVE AGREEMENT*

Exempt ☑ *Request For Proposal* (RFP) *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
	☐	RFP
☐	☐	Evaluation Committee Report
☐	☐	ITB
☐	☐	Bib Tab
☐	☐	Quotes (3 valid current quotes)
x	☐	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
	☐	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:

Bill Schneider — William H Schneider, P.G. — WRC — 2.15.21

William H Schneider,P.G. (Feb 16, 2021 09:00 MST)

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

Fran Dunaway — Fran Dunaway (Feb 25, 2021 18:20 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.

*

usdi bor signed 2

Final Audit Report 2021-02-17

Created:	2021-02-17
By:	Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAs8VpqzU_ch-qqjX-15DshVduOB7_8ef3

"usdi bor signed 2" History

Document created by Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
2021-02-17 - 3:29:29 PM GMT- IP address: 63.232.20.2

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2021-02-17 - 3:30:19 PM GMT

Email viewed by AJH (ajhopkins@santafenm.gov)
2021-02-17 - 4:16:34 PM GMT- IP address: 104.47.64.254

Document e-signed by AJH (ajhopkins@santafenm.gov)
Signature Date: 2021-02-17 - 4:17:27 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2021-02-17 - 4:17:27 PM GMT

City of Santa Fe, New Mexico

memo

Date: 2/22/21

To: Fran Dunaway, Purchasing Director

From: Bill Schneider, Water Resources Coordinator whs

Via: Shannon W. Jones, Public Utilities Director SJ
Jesse D. Roach, Water Division Director JR

RE: Request approval of Exempt Procurement for Cooperative Funding Agreement between the City of Santa Fe and the US Bureau of Reclamation for Environmental (NEPA and Cultural Resources) Compliance via Contract No. 20-WC-40-866

ITEM AND ISSUE

The Water Division requests approval of an exempt procurement for Cooperative Funding Agreement between the City of Santa Fe and the US Bureau of Reclamation for Environmental (NEPA and Cultural Resources) Compliance via Contract No. 20-WC-40-866,

Exempt Procurement is being requested under the following:

13-1-98. Exemptions from the 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;

Approved:

Fran Dunaway (Feb 25, 2021 18:20 MST)

Fran Dunaway, Purchasing Director

Signature: whschneider
whschneider (Feb 22, 2021 16:37 MST)

Email: whschneider@santafenm.gov

Signature:

Email: jdroach@santafenm.gov

Signature: Shannon Jones

Email: swjones@santafenm.gov

CFA exempt memo

Final Audit Report 2021-02-23

Created:	2021-02-22
By:	Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAV-YpqCVSLpb0npvukUdn0PMuZDCggdFs

"CFA exempt memo" History

Document created by Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
2021-02-22 - 10:40:51 PM GMT- IP address: 63.232.20.2

Document emailed to whschneider (whschneider@santafenm.gov) for signature
2021-02-22 - 10:41:30 PM GMT

Email viewed by whschneider (whschneider@santafenm.gov)
2021-02-22 - 11:37:00 PM GMT- IP address: 104.47.65.254

Document e-signed by whschneider (whschneider@santafenm.gov)
Signature Date: 2021-02-22 - 11:37:50 PM GMT - Time Source: server- IP address: 205.170.183.242

Document emailed to Jesse Roach (jdroach@santafenm.gov) for signature
2021-02-22 - 11:37:51 PM GMT

Email viewed by Jesse Roach (jdroach@santafenm.gov)
2021-02-22 - 11:56:37 PM GMT- IP address: 104.47.65.254

Document e-signed by Jesse Roach (jdroach@santafenm.gov)
Signature Date: 2021-02-22 - 11:57:04 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Shannon Jones (swjones@santafenm.gov) for signature
2021-02-22 - 11:57:05 PM GMT

Email viewed by Shannon Jones (swjones@santafenm.gov)
2021-02-23 - 0:31:00 AM GMT- IP address: 174.237.132.183

Document e-signed by Shannon Jones (swjones@santafenm.gov)
Signature Date: 2021-02-23 - 0:31:22 AM GMT - Time Source: server- IP address: 174.237.132.183

Agreement completed.
2021-02-23 - 0:31:22 AM GMT

POWERED BY Adobe Sign

GB PUD WATER US BUREAU OF RECLAMATION FOR ENVIRONMENTAL

Final Audit Report 2021-02-26

Created:	2021-02-23
By:	Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAumMrblUqvifBGHSmx9DKVWD3roUH-plg

"GB PUD WATER US BUREAU OF RECLAMATION FOR ENVIRONMENTAL" History

Document created by Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
2021-02-23 - 6:00:03 PM GMT- IP address: 63.232.20.2

Document emailed to Alexis Lotero (aclotero@santafenm.gov) for signature
2021-02-23 - 6:04:38 PM GMT

Email viewed by Alexis Lotero (aclotero@santafenm.gov)
2021-02-24 - 6:27:57 PM GMT- IP address: 104.47.64.254

Document e-signed by Alexis Lotero (aclotero@santafenm.gov)
Signature Date: 2021-02-24 - 6:31:33 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Fran Dunaway (fadunaway@santafenm.gov) for signature
2021-02-24 - 6:31:36 PM GMT

Email viewed by Fran Dunaway (fadunaway@santafenm.gov)
2021-02-26 - 1:17:11 AM GMT- IP address: 104.47.64.254

Document e-signed by Fran Dunaway (fadunaway@santafenm.gov)
Signature Date: 2021-02-26 - 1:20:10 AM GMT - Time Source: server- IP address: 174.28.244.124

Agreement completed.
2021-02-26 - 1:20:10 AM GMT

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

h) Request for the Approval of a Budget Adjustment Resolution in the Total Amount of $569,885 for the budget transfer (BAR) of Community Service Division Youth staff positions and operating budget to the Recreation Division; (Kyra Ochoa, Community Health and Safety Director: krochoa@santafenm.gov , 505-955-6603)

Committee	**Review:**
Quality of Life	Committee: 03/17/2021
Finance Committee:	03/22/2021
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		

ACTION SHEET
ITEM FROM QUALITY OF LIFE COMMITTEE MEETING OF 03/17/2021
FOR CITY COUNCIL MEETING OF 03/31/2021

ISSUE:

Request for the Approval of a Budget Adjustment Resolution in the Total Amount of $569,885 for the budget transfer (BAR) of Community Service Division Youth staff positions and operating budget to the Recreation Division; (Kyra Ochoa, Community Health and Safety Director: krochoa@santafenm.gov , 505-955-6603)

Committee Review:
Quality of Life Committee: 03/17/2021
Finance Committee: 03/22/2021
Governing Body: 03/31/2021

QUALITY OF LIFE COMMITTEE ACTION: Approved on discussion agenda. Councilor Villarreal moved this item from the consent agenda to the discussion agenda.

SPECIAL CONDITIONS OR AMENDMENTS:

SEND TO:
Finance Committee; Governing Body

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

City of Santa Fe, New Mexico
Memorandum

DATE: **February 24, 2021**

TO: **Jarel LaPan Hill, City Manager**
Bernadette Salazar, Human Resources Director
Mary McCoy, Finance Director

FROM: **Kyra Ochoa, Community Health and Safety Director** Kyra Ochoa
Gino Rinaldi, Interim Recreation Director Gino Rinaldi (Feb 26, 2021 08:41 MST)
Julie Sanchez, Children Youth and Family Director Julie Sanchez (Feb 26, 2021 08:51 MST)

ITEM AND ISSUE:
The placement of the Youth and Family's Recreation program within the Community Health and Safety Department is being transferred from the Youth and Family Division to the Recreation Division. This included transferring the budget for staffing as well as non-personnel budget lines.

BACKGROUND AND SUMMARY:
When the new Department of Community Health and Safety Department was formed, it was determined that the Recreation Division that used to be part of the Parks and Recreation Department would manage and oversee what was the Youth and Family Division's Recreation Program.

FUNDING SOURCE:
The funding source is:
Fund Name/Number: General Fund/Fund 100, Recreation Programs, GCCC/550
Munis Org Name/Number: YFD Admin/100121, YFD Recreation Programs/2560123, GCCC Admin Ops, and GCCC Center Ops/5500263
Munis Object Name/Number: various

ACTION REQUESTED:
Please approve the accompanying BAR to transfer estimated budget balances and Personnel Action (PA) forms to transfer Youth Specialist positions (Position IDs #120287, 120288, 120290, 120295, 120300) from the Youth and Family Division to the Recreation Division.

Log # *(Finance use only)*:	
Journal # *(Finance use only)*:	

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

DEPARTMENT / DIVISION NAME	DATE
Community Health and Safety/Community Services/Youth and Family	2/10/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*(enter as positive #)*	*(enter as negative #)*
General Salaries	1000121	500110			(34,992)
FICA	1000121	503100			(2,677)
PERA	1000121	503150			(7,274)
Health Insurance	1000121	503200			(20,266)
RHC	1000121	503250			(700)
Workers Comp	1000121	503350			(731)
Dental Insurance	1000121	503400			(1,395)
Salaries (temporary)	2560123	500750			(151,134)
Service Contracts	2560123	510310			(6,610)
Instruction Services	2560123	510350			(18,500)
Operating Supplies	2560123	530200			(30,779)
Safety Supplies	2560123	530300			(1,200)
REVENUES				*(enter as negative #)*	*(enter as positive #)*
Contributions/Donations	5500261	470100		(10,000)	
Contributions/Donations	2560123	470100			10,000
Operating Transfer In	5500263	650100		(68,035)	
Operating Transfer In	5500263	650256		(250,925)	
				$ (328,960)	$ (266,258)

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

To Transfer 5 Youth Specialist Positions and Budget from Community Services YFD Recreation Programs (1000121 & 2560123) to Recreation GCCC Center Ops (5500263), for remaining FY 21.

(Complete section below if BAR results in a net change to ANY Fund)

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

Debora Trujillo — 2/10/2021
Prepared By *(print name)* — Date

Division Director Signature *(optional)* — Date
Kyra Ochoa
Kyra Ochoa (Feb 22, 2021 12:59 MST)

Department Director Signature — Date

(Use this form for Finance Committee/ City Council agenda items ONLY)

CITY COUNCIL APPROVAL

City Council Approval Date:

Agenda Item #:

AJH
Budget Officer — Date

N/A
Finance Director *(≤ $5,000)* — Date

N/A
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
Community Health and Safety/Community Services/Youth and Family	2/10/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*(enter as positive #)*	*(enter as negative #)*
Food	2560123	530400			(34,847)
Uniform and Clothing	2560123	530500			(6,000)
Credit Card Fees	2560123	561700			(1,000)
Printing and Publishing	2560123	561800			(700)
Equipment/Machinary Rental	2560123	562600			(155)
General Salary	5500263	500110		34,992	
FICA	5500263	503100		2,677	
PERA	5500263	503150		7,274	
Health Insurance	5500263	503200		20,266	
RHC	5500263	503250		700	
Workers Comp	5500263	503350		731	
Dental Insurance	5500263	503400		1,395	
REVENUES				*(enter as negative #)*	*(enter as positive #)*
				$ 68,035	$ (42,702)

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

To Transfer 5 Youth Specialist Positions and Budget from Community Services YFD Recreation Programs (1000121 & 2560123) to Recreation GCCC Center Ops (5500263), for remaining FY 21.

(Complete section below if BAR results in a net change to ANY Fund)

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

Debora Trujillo — 2/10/2021
Prepared By *(print name)* — Date

Division Director Signature *(optional)* — Date

See P.1 for signatures
Department Director Signature — Date

(Use this form for Finance Committee/ City Council agenda items ONLY)

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

See P.1 for signatures
Budget Officer — Date

N/A
Finance Director *(≤ $5,000)* — Date

N/A
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
Community Health and Safety/Community Services/Youth and Family	2/10/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*(enter as positive #)*	*(enter as negative #)*
Salaries(temporary)	5500263	500750		151,134	
Service Contracts	5500263	510310		6,610	
Instruction Services	5500263	510350		18,500	
Operating Supplies	5500263	530200		30,779	
Safety Supplies	5500263	530300		1,200	
Food	5500263	530400		34,847	
Uniform and Clothing	5500263	530500		6,000	
Credit Card Fees	5500263	561700		1,000	
Printing/Publishing	5500263	561800		700	
Equipment/Machinary Rental	5500263	562600		155	
Operating Transfer Out	1000121	750550		68,035	
Operating Transfer Out	2560123	750550		250,925	
REVENUES				*(enter as negative #)*	*(enter as positive #)*
				$ 569,885	$ -

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

To Transfer 5 Youth Specialist Positions and Budget from Community Services YFD Recreation Programs (1000121 & 2560123) to Recreation GCCC Center Ops (5500263), for remaining FY 21.

(Page 3 of 3)

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

(Use this form for Finance Committee/ City Council agenda items ONLY)

CITY COUNCIL APPROVAL

City Council Approval Date:

Agenda Item #:

Debora Trujillo	2/10/2021	*See P.1 for signatures*	
Prepared By *(print name)*	Date	Budget Officer	Date
		N/A	
Division Director Signature *(optional)*	Date	Finance Director *(≤ $5,000)*	Date
See P.1 for signatures		N/A	
Department Director Signature	Date	City Manager *(≤ $60,000)*	Date

Signature: Kyra Ochoa
Kyra Ochoa (Feb 22, 2021 12:59 MST)

Email: krochoa@santafenm.gov

Signature: AJH
AJH (Feb 22, 2021 13:08 MST)

Email: ajhopkins@santafenm.gov

Final BAR FY 21 to Recreation

Final Audit Report 2021-02-22

Created:	2021-02-22
By:	Debora Trujillo (dctrujillo@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAsTDcx8rjKqVSVpV2IX4T3bvVzsTR7Zgk

"Final BAR FY 21 to Recreation" History

Document created by Debora Trujillo (dctrujillo@ci.santa-fe.nm.us)
2021-02-22 - 6:07:58 PM GMT- IP address: 63.232.20.2

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2021-02-22 - 6:08:23 PM GMT

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2021-02-22 - 6:40:20 PM GMT- IP address: 104.47.65.254

Document e-signed by Kyra Ochoa (krochoa@santafenm.gov)
Signature Date: 2021-02-22 - 7:59:31 PM GMT - Time Source: server- IP address: 63.232.20.2

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2021-02-22 - 7:59:32 PM GMT

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2021-02-22 - 8:02:31 PM GMT- IP address: 104.47.65.254

Document e-signed by AJH (ajhopkins@santafenm.gov)
Signature Date: 2021-02-22 - 8:08:00 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2021-02-22 - 8:08:00 PM GMT

Memo for Melissa YP

Final Audit Report 2021-02-26

Created:	2021-02-26
By:	Anya Alarid (aalarid@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAo3AQLdAy4_dhMOXtBzk-2ShOtpWXCDMP

"Memo for Melissa YP" History

Document created by Anya Alarid (aalarid@ci.santa-fe.nm.us)
2021-02-26 - 3:31:01 PM GMT- IP address: 63.232.20.2

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2021-02-26 - 3:38:50 PM GMT

Email viewed by Gino Rinaldi (earinaldi@santafenm.gov)
2021-02-26 - 3:41:19 PM GMT- IP address: 104.47.64.254

Document e-signed by Gino Rinaldi (earinaldi@santafenm.gov)
Signature Date: 2021-02-26 - 3:41:46 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Julie Sanchez (jjsanchez@santafenm.gov) for signature
2021-02-26 - 3:41:48 PM GMT

Email viewed by Julie Sanchez (jjsanchez@santafenm.gov)
2021-02-26 - 3:50:33 PM GMT- IP address: 104.47.65.254

Document e-signed by Julie Sanchez (jjsanchez@santafenm.gov)
Signature Date: 2021-02-26 - 3:51:02 PM GMT - Time Source: server- IP address: 73.26.148.94

Agreement completed.
2021-02-26 - 3:51:02 PM GMT

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 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)
1) Request for Approval of Budget Amendment Resolution

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

01/13/21

ACTION SHEET PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 03/08/2021
ISSUE NO. 8l 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
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on Consent Agenda to forward to 3/22/2021 Finance Committee
SPECIAL CONDITIONS OR AMENDMENTS:
STAFF FOLLOW UP:

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

City of Santa Fe, New Mexico

memo

Date: February 10, 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. 2 to Professional Services Agreement (PSA) 19-0234 with Carollo Engineers, Inc. (Carollo) and Budget Adjustment Request (BAR)

ITEM AND ISSUE

Request for approval of Amendment #2 to PSA #19-0234 with Carollo Engineers, Inc. for environmental permitting services in support of the San Juan Chama Return Flow Pipeline Project (PROJECT). This contract will provide technical expertise necessary for the City and US Bureau of Reclamation (USBR) to complete the Environmental Assessment (EA) under the National Environmental Policy Act (NEPA) guidelines.

BACKGROUND AND SUMMARY

Resolution 2019-56 directs staff to develop 40- and 80-year water plans (Santa Fe Water 2100) and promote strong community participation in the planning process, and to complete the necessary permitting and engineering design for the San Juan Chama (SJC) return flow pipeline. Jesse Roach, Ph.D, Director of City of Santa Fe Water (CoSFW), presented at the January 13, 2021 Governing Body Meeting 11.d '*status update and next steps for the SJC return flow pipeline*' which articulated the permitting and design requirements and project schedule for the SJC return flow pipeline, including NEPA permitting.

City water supply planning, in conjunction with USBR and Santa Fe County, indicates that increases in service area demand and climate change conditions will cause available water supplies to fall significantly short (supply gap) by the 2050s. For the purpose of developing a new safe and reliable source of water supply, CoSFW is proposing the PROJECT to convey reclaimed SJC water from the Paseo Real Water Reclamation Facility (PRWRF) via a pipeline to the Rio Grande below the Buckman Direct Diversion (BDD) for return flow credits. CoSFW is concurrently working on preliminary hydrology planning studies, federal and state agency coordination, outreach to key stakeholders, permitting and technical analyses work in preparation for initiating the EA requirement under NEPA in April 2021. Reclamation has agreed to be the lead Federal agency for the NEPA process in cooperation with the Bureau of Land Management (BLM) and the US Forest Service (USFS). This organizational structure was approved by the Governing Body on November 10, 2020. This PSA Amendment and BAR will provide CoSFW the necessary technical permitting services to complete the required EA.

ACTION REQUESTED

Staff requests approval of Amendment No. 2 to PSA #19-0234 with Carollo Engineers, Inc. for NEPA environmental services. Amendment No. 2 is both an increase in budget of $250,000 plus NMGRT and an extension of term through June 30, 2022, consistent with the terms of the contract. Staff requests approval of the Budget Increase (BAR) from the Water Enterprise Cash Balance to the CIP Engineering fund. 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/CIP	2/16/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Water CIP WIP Design	5050395	572960	WTR250503	271,094	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 271,094	$ -

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

Budget Increase from Cash Balance in Water Enterprise Fund for contract amendment with

#2 to the On call Engineering Contract with Carollo Engineers for NEPA work

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
505	271,094
TOTAL:	**271,094**

Maya Martinez 2/16/2021
Prepared By *{print name}* Date

AJH
AJH (Feb 23, 2021 10:47 MST)
Budget Officer Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

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

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3200505

Contractor: Carollo Engineers

Description: On Call Engineering

Contract ○ Agreement ○ Lease / Rent ○ Amendment ◉

Term Start Date: as soon as approved Term End Date: 7/20/25

☐ Approved by Council Date: 6/30/21

Contract / Lease:

Amendment # 2 to the Original Contract / Lease # 19-0234

Increase/(Decrease) Amount $ 250000 plus nmgrt

Extend Termination Date to: na

☑ Approved by Council Date: Pending

Amendment is for: Task #14 NEPA

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

Original Contract 19-0234 $325,000 + nmgrt approved 3/27/19
Amendment#1 #20-0374 $250,000 + nmgrt approved 7/29/20

3. Procurement History: 19/16/P 11/9/18

Fran Donaway (Mar 1, 2021 19:14 MST)

Purchasing Officer Review: Date: Mar 1, 2021

Comment & Exceptions: Amendment 2 to extend and increase funding 3/27/21-3/26/22 (3rd. year)

4. Funding Source: Water Enterprise Cash balance Org / Object: 5050395.572960

Alexis Lotero (Mar 1, 2021 18:38 MST)

Budget Officer Approval: Date: Mar 1, 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: Carollo Engineers

Procurement Title: Amendment No. 2 to Professional Services Agreement (PSA) 19-0234 with Carollo Engineers

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 — William H Schneider, PG (Feb 17, 2021 16:45 MST) — Water Resources C — 2.16.21

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

Fran Dunaway (Mar 1, 2021 09:14 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
AMENDMENT No. 2 TO
PROFESSIONAL SERVICES AGREEMENT
#19-0234; #20-0374

AMENDMENT No. 2 (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 Carollo Engineers, 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, Contractor has agreed to provide engineering services as outlined in the original Agreement for 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 “C Titled Task Order 14 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 two hundred fifty thousand dollars ($250,000) 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 "A" attached hereto, such compensation not to exceed eight hundred eighty five thousand dollars ($885,000), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling seventy four thousand six hundred seventy one dollars and eighty eight cents ($74,671.88) 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 fifty nine thousand six hundred seventy one dollars and eighty eight cents ($959,671.88). 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. 2 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

By:_____
ALAN WEBBER, MAYOR

Date: _____

CONTRACTOR:
Carollo Engineers, Inc.

_____
NAME John Rehring

_____
TITLE Vice President

Date:_____

NM Taxation & Revenue
CRS # 03-162628-00-9
City of Santa Fe Business
Registration # 117760

ATTEST:

KRISTINE BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Feb 17, 2021 14:06 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY, FINANCE DIRECTOR

5050395.572960
Business Unit/Line Item AL
AL

carollo signed

Final Audit Report 2021-02-23

Created:	2021-02-18
By:	Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAJCwg_0xijrdAI-0ISZK-ecsVNx7_K320

"carollo signed" History

Document created by Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
2021-02-18 - 4:31:26 PM GMT- IP address: 63.232.20.2

Document emailed to John Rehring (jrehring@carollo.com) for signature
2021-02-18 - 4:32:09 PM GMT

Email viewed by John Rehring (jrehring@carollo.com)
2021-02-18 - 5:05:18 PM GMT- IP address: 174.198.135.249

Document e-signed by John Rehring (jrehring@carollo.com)
Signature Date: 2021-02-23 - 3:47:30 AM GMT - Time Source: server- IP address: 107.2.154.251

Agreement completed.
2021-02-23 - 3:47:30 AM GMT

Carollo Engineers, Inc.
On Call Engineering Services for the
Water System Capital Improvements Program

SCOPE OF WORK
TASK ORDER 14
Environmental Services Phase 2 for the San Juan Chama Return Flow Pipeline Project

February 17, 2021

The City of Santa Fe (City) has been working on pre-NEPA investigations since July 2020, and is ready to initiate the formal Environmental Assessment process for the San Juan Chama Return Flow Pipeline Project that consists of:

- A new 15 mgd reclaimed water pump station at the Paseo Real Reclamation Facility (PRWRF).
- A new pipeline (approximately 17.6 miles, 24-inch diameter) to convey San Juan Chama (SJC) water back to the Rio Grande for return flow credits.
- A new pressure to gravity transition structure.
- A new discharge structure immediately downstream of the Buckman Direct Diversion (BDD) intake structure.

The new system will allow the City to meet future water supply needs due to increases in service area demand and climate change conditions by taking full advantage of SJC water in an exchange that would allow the City to divert additional water via the BDD. Availability of reclaimed water will vary seasonally, and the highest rates will be during the fall, winter, and spring when existing irrigation demands are lowest.

The lead agency for the EA will be the United States Bureau of Reclamation (Reclamation), in coordination with the Bureau of Land Management (BLM) and US Forest Service (USFS). EMPSi will function as a consultant to Reclamation and will work on the NEPA process exclusively at Reclamation's direction. All communication between Reclamation and EMPSi concerning the NEPA process will be confidential unless otherwise identified by Reclamation. All material created or produced by EMPSi related to the NEPA process will belong to Reclamation.

The purpose of this Task Order is to:

- Provide environmental services for Phase II of the NEPA process using personnel with interdisciplinary areas of expertise as applicable to gather, assess, and provide documentation of analyses in a manner that is legally defensible.

- Provide environmental documents required for the City's separate use in permit applications and right-of-way acquisition.
- Provide public outreach and attend meetings associated with the NEPA process.
- Provide technical support regarding proposed facilities as required for the NEPA process.

Carollo Engineers will be supported by subconsultants EMPSi and John Shomaker and Associates (JSAI) in the execution of the work.

Task	Title
14.1	Project Coordination
14.2	Scoping
14.3	Draft EA
14.4	Final EA/FONSI
14.5	Technical Support

Task 14.1 – Project Coordination

14.1.1 Project management and administration including task order staffing, contract compliance, action item list, and budget management.

14.1.2 Subconsultant management and subcontract administration.

14.1.3 NEPA Management, Kickoff Meeting and Decision File.

- Includes up to 6 management calls with Reclamation
- Up to four 2-hour meetings with permitting agencies. Provide meeting minutes documenting concerns, mitigation requirements, permitting requirements, etc.
- Develop and maintain a project schedule.
- Develop and maintain an electronic project decision file that meets Reclamation and Department of Interior standards. Organize and index all relevant project records (including all NEPA supporting documents, studies, data, reference maps, correspondence, models, etc). Record will not include draft documents.

Assumptions:

- Task Order will be conducted for 8 months (May 2021 to December 2021)
- Invoices and progress reporting will be combined with other active on-call task orders in a single monthly submittal.

Deliverables:

- Invoices and progress reporting (one per month, delivered electronically).
- Meeting agendas and notes
- Project schedule

- Electronic Decision File of the EA process

Task 14.2 – Scoping Meetings and Report

14.2.1 Plan and host one public scoping meeting, either in-person in Santa Fe or virtual depending on state and local COVID-19 mandates. Up to three staff from EMPSi shall attend the meeting. The meetings will be conducted in accordance with industry and Reclamation standards.

14.2.2 Prepare display materials, reserve an adequate meeting venue, and assist in the conducting of the meetings.

14.2.3 Work with Reclamation and the City to prepare and distribute public notices for the public scoping meeting.

14.2.4 Public a notice in the Santa Fe New Mexican advertising the scoping meeting.

14.2.5 Participate in a pre-scoping call or WebEx meeting with Reclamation and the City to discuss exactly what will be presented in scoping and how it will be presented.

14.2.6 Providing scoping materials to Reclamation to be published on the Reclamation website.

14.2.7 Prepare scoping report per industry standards; a draft report should be provided to Reclamation 15 days after the scoping meeting for review prior to further distribution. Attend one conference call to discuss report. Incorporate comments from Reclamation into final report.

14.2.8 Written public comments will be encouraged; any verbal input received during the scoping meetings will be captured through meeting notes.

Assumptions:

- Distribution of public notices will be electronic so no postage is required.
- Reclamation will host the project website.
- No court reporter or verbatim transcript will be provided.

Deliverables:

- Draft and Final scoping materials, including maps.
- Scoping materials to be posted on the Reclamation project website.
- Draft and final scoping reports

Task 14.3 – Draft EA

14.3.1 Consult with regulatory agencies to develop a list of concerns that need to be addressed by the EA. Provide a list of agencies and persons consulted during the process including Federal, State, and local agencies, Tribes, and individuals.

14.3.2 Prepare an alternatives analysis for up to three alternatives, including the No Action alternative, that clearly documents the alternatives considered in comparative form, defining the issues and providing a clear basis for choice by decision makers and the public. The 2007 BDD EIS covered environmental effects of constructing pipelines, pump stations, and a discharge outfall to the Rio Grande. The consultant shall use the BDD EIS analyses and consultations to the extent possible for the components of the

San Juan Chama Return flow pipeline and pump station. Analyses should be issue-based. Analysis shall include as a minimum:

a. Analysis of impact to the Camino Real Adentro Trail and other cultural resources.
b. General overview and assessment of wetlands extent along the lower Santa Fe River
c. Biological review will be used to determine presence of special status species and critical habitat.

Assumptions:

- Informal consultation will be required with the US Fish and Wildlife Service in accordance with Section 7 of the Endangered Species Act and that a formal Biological Assessment will not be required.
- Wetland delineation will not be required.

Deliverables:

- Meeting agendas and meeting notes.
- Draft and Final EA

Task 14.4 – Final EA/FONSI

14.4.1 Plan and host one public meeting on the Draft EA, either in-person in Santa Fe or virtual depending on state and local COVID-19 mandates. Up to three staff from EMPSi shall attend the meeting. The meetings will be conducted in accordance with industry and Reclamation standards

14.4.2 Prepare display materials, reserve an adequate meeting venue, and assist in the conducting of the meetings.

14.4.3 Work with Reclamation and the City to prepare and distribute public notices for the public meeting.

14.4.4 Publish a notice in the Santa Fe New Mexican advertising the scoping meeting.

14.4.5 Participate in a pre-meeting call or WebEx meeting with Reclamation and the City to discuss exactly what will be presented in scoping and how it will be presented.

14.4.6 Compile and code all public and agency comments and prepare a response to comments memo for the project record.

14.4.7 Develop any mitigation and monitoring measures that should be incorporated into the design and construction specific to the project.

14.4.8 Prepare an electronic copy of the draft Final EA for review by Reclamation.

14.4.9 Prepare the Final EA incorporating Reclamation comments and submit an electronic copy.

14.4.10 Prepare the draft FONSI for review by Reclamation.

14.4.11 Prepare the final FONSI incorporating Reclamation's comments.

Assumptions:

- Distribution of public notices will be electronic, so no postage is required.

Deliverables:

- Public comment memo
- Draft Final EA and Final EA
- Draft and Final FONSI

Task 14.5 – Technical Support

14.5.1 Prepare technical figures, descriptions, estimates to support the NEPA effort.

14.5.2 Initiate coordination with design firm to transmit materials and debrief on assumptions made in the EA, environmental and cultural restrictions that need to be incorporated into design.

Assumptions:

- One 3-hour meeting with preliminary design team.

14.5.3 Phase 1 Additional Hydrology Support. JSAI to incorporate Reclamation and outside consultant review comments. Attend weekly hydrology meetings and Reclamation meeting.

14.5.4 New Mexico RAPID wetland assessment. EMPSi or other subconsultant (TBD) will initiate wetland assessment of the Lower Santa River wetlands based on the new assessment criteria in development by the state.

Deliverables:

- Technical figures for EA.
- Preliminary Wetland Assessment Data

Project Schedule

The project is anticipated to be completed over an 8-month timeframe from May 2021 to December 2021. The formal EA process is expected to be completed in 6 months in accordance with SO 3355, but the SF299 permit effort may extend up to 2 months beyond this window.

Project Budget

The project will be completed for a not-to-exceed budget of $250,000.

Approved:

Jesse Roach Water Division Director City of Santa Fe	John Rehring Vice President Carollo Engineers, Inc.
Date	Date
	Becky Luna Senior Vice President Carollo Engineers, Inc.
	Date

EXHIBIT A

LABOR AND BUDGET ESTIMATE

City of Santa Fe
San Juan Chama Return Pipeline
TO #14 Environmental Services – Phase 2

CITY OF SANTA FE

ENVIRONMENTAL SERVICES, PHASE 2

	Carollo Direct Labor					EMPSi Subcontract														JSA Subcontract										Carollo Direct Expenses (ODC)					
Task Task Description	Senior professional (Hours)	Graphic Design/GIS (Hours)	Senior Technician (Hours)	Total Labor Hours	Total Labor Cost	PM (Hours)	QA/Tech Epert	NEPA Specialist (Hours)	Lead Resource Specialist (Hours)	Lead Planner (Hours)	Resource Specialist (Hours)	Planner (Hours)	Associate Staff (Hours)	GIS (Hours)	Technical Editor (Hours)	Word Processor (Hours)	Clerical (Hours)	Total Labor Hours	Total Labor Cost	Other Direct Costs	Total EMPSi Contract	Principal Hydrogeologist (Hours)	Project Hydrogeologist (Hours)	Staff Hydrogeologist (Hours)	Technical Editor (Hours)	GIS/AutoCad Analyst (Hours)	Project Coordinator	Project Assistant	Total Labor Hours	Total Labor Cost	Other Direct Costs	Total JSA Contract	Subcontract Markup	Travel & Other Direct Costs		PECE on Carollo DL Hours	Total of Expenses	Total Cost
	$225	$98	$169			$249	$188	$155	$152	$136	$129	$124	$106	$102	$105	$77	$71					$175	$100	$85	$80	$90	$60	$50					10%	Trips	Amount	$13		
14.1 Project Coordination																																						
14.1.1 Project Management and Administration	64			64	$14,400													0	$0		$0	5							5	$875		$875	$88	0	$0	$832	$920	$16,195
14.1.2 Subconsultant Management and Administration	8			8	$1,800													0	$0		$0								0	$0		$0	$0	0	$0	$104	$104	$1,904
14.1.3 NEPA Mgmt, Kickoff Meeting and Decision File	20			20	$4,500	40		8			12	12	40	2				114	$18,680		$18,680								0	$0		$0	$1,868	0	$0	$260	$2,128	$25,308
Task 14.1 Totals =	*92*	*0*	*0*	*92*	$20,700	*40*	*0*	*8*	*0*	*0*	*12*	*12*	*40*	*2*	*0*	*0*	*0*	*114*	*$18,680*	*$0*	*$18,680*								*5*	*$875*	*$0*	*$875*	$1,956	0	$0	$1,196	**$3,152**	**$43,407**
14.2 Scoping Meeting and Report																																						
14.2.1 Prepare and distribute public scoping materials				0	$0	16		20	8					32	4	2	10	92	$12,860	$1,169	$14,029								0	$0	$0	$0	$1,403	0	$0	$0	$1,403	$15,432
14.2.2 Public scoping meeting and report				0	$0	16		20	8					0	4	2	10	60	$9,598		$9,598								0	$0		$0	$960	0	$0	$0	$960	$10,557
Task 14.2 Totals =	*0*	*0*	*0*	*0*	$0	*32*	*0*	*40*	*16*	*0*	*0*	*0*	*0*	*32*	*8*	*4*	*20*	*152*	*$22,458*	*$1,169*	*$23,627*								*0*	*$0*	*$0*	*$0*	*$2,363*	0	$0	$0	**$2,363**	**$25,989**
14.3 Draft EA																																						
14.3.1 Internal Preliminary Draft Chapters 1 & 2				0	$0	40	1	20	10	10	40	24	40	20	4	2		211	$31,109		$31,109								0	$0		$0	$3,111	0	$0	$0	$3,111	$34,220
14.3.2 Preliminary Draft and Draft EA				0	$0	40	1	20	10	10	40	24	40	20	8	6		219	$31,840		$31,840								0	$0		$0	$3,184	0	$0	$0	$3,184	$35,024
Task 14.3 Totals =	*0*	*0*	*0*	*0*	$0	*80*	*2*	*40*	*20*	*20*	*80*	*48*	*80*	*40*	*12*	*8*	*0*	*430*	*$62,949*	*$0*	*$62,949*								*0*	*$0*	*$0*	*$0*	*$6,295*	0	$0	$0	**$6,295**	**$69,244**
14.4 Final EA/FONSI																																						
14.4.1 Response to Public Comments and Draft Final EA/FONSI				0	$0	36	1	60	*15*	*15*	*40*	*12*	*4*	*20*	*6*	*4*	*4*	217	$33,116	$2,169	$35,285								0	$0	$0	$0	$3,528	0	$0	$0	$3,528	$38,813
14.4.2 Final EA/FONSI				0	$0	20	1	20	*5*	*5*	*16*	*12*	*4*	*4*	*6*	*4*	*4*	101	$15,319		$15,319								0	$0		$0	$1,532	0	$0	$0	$1,532	$16,851
Task 14.4 Totals =	*0*	*0*	*0*	*0*	$0	*56*	*2*	*80*	*20*	*20*	*56*	*24*	*8*	*24*	*12*	*8*	*8*	*318*	*$48,435*	*$2,169*	*$50,604*								*0*	*$0*	*$0*	*$0*	*$5,060*	*0*	*$0*	*$0*	**$5,060**	**$55,664**
14.5 Technical Support																																						
14.5.1 Prepare technical figures, descriptions, estimates	28	16	101	145	$24,937																$0								0	$0	$0	$0	$1,885	0	$0	$1,885	$1,885	$26,822
14.5.2 Coordination with Preliminary Design	3		4	7	$1,351																$0								0	$0		$0	$0	0	$0	$91	$91	$1,442
14.5.3 Phase 1 Additional Hydrology Suppor	5			5	$1,125																$0	28.00	0.75	7.50	3.25	5.50	4.00	0.25	49	$6,620		$6,620	$662	0	$0	$65	$727	$8,472
14.5.4 New Mexico RAPID wetland assessment	5			5	$1,125																$16,150												$1,615	0	$0	$65	$1,680	$18,955
Task 14.5 Totals =	*41*	*16*	*105*	*162*	$28,538																*$16,150*	*28.00*	*0.75*	*7.50*	*3.25*	*5.50*	*4.00*	*0.25*	*49*	*$6,620*	*$0*	*$6,620*	*$2,277*	*0*	*$0*	*$2,106*	**$4,383**	**$55,691**
TOTAL SERVICES: LABOR HOURS	133	16	105	254		208	4	168	56	40	148	84	128	98	32	20	28	1,014			$172,010								54			$7,495						
TOTAL COST OF SERVICES (EXCLUDING NMGRT)	$29,925	$1,568	$17,745		**$49,238**	$51,816.96	$752.48	$26,106	$8,502	$5,426	$19,049	$10,403	$13,562	$9,992	$3,371	$1,548	$1,997.24		$152,522	$3,338	**$172,010**									**$7,495**	$0	**$7,495**					**$21,260**	**$250,000**

Notes:
1) Assumes teleconference meetings for Carollo
2) Assumes one 3-hour meeting with design firm
3) Task 14.5.3 covers additional hydrology work for Reclamation to support the EA
4) Task 14.5.4 is an estimated cost since New Mexico RAPID guidelines are still draft. This work will only be completed if required by Reclamation based on public scoping and BLM/USFS in

2021 02 17 Amend 1 Carollo revised w exhibits

Final Audit Report 2021-02-17

Created:	2021-02-17
By:	Irene Romero (ikromero@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAoTIOYih2ybBCtV7Z9dL78g6rd4L3cvtY

"2021 02 17 Amend 1 Carollo revised w exhibits" History

Document created by Irene Romero (ikromero@ci.santa-fe.nm.us)
2021-02-17 - 9:00:19 PM GMT- IP address: 63.232.20.2

Document emailed to Marcos Martinez (mdmartinez@santafenm.gov) for signature
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Email viewed by Marcos Martinez (mdmartinez@santafenm.gov)
2021-02-17 - 9:01:12 PM GMT- IP address: 174.56.49.116

Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)
Signature Date: 2021-02-17 - 9:06:50 PM GMT - Time Source: server- IP address: 174.56.49.116

Agreement completed.
2021-02-17 - 9:06:50 PM GMT

POWERED BY Adobe Sign

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/4/2021 6/26/2020

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	Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	
		PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : Zurich American Insurance Company	16535
INSURED 1472613	CAROLLO ENGINEERS, INC. 2795 MITCHELL DR. WALNUT CREEK CA 94598-1601	INSURER B : American Guarantee and Liab. Ins. Co.	26247
		INSURER C : Continental Casualty Company	20443
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 16520737 **REVISION NUMBER:** XXXXXXX

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:	Y	N	GLO 9730569	7/4/2020	7/4/2021	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 $ 1,000,000 $ 25,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY	Y	N	BAP 9730571	7/4/2020	7/4/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) DED: COMP/COLL	$ 2,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ 1,000
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			NOT APPLICABLE			EACH OCCURRENCE AGGREGATE 	$ XXXXXXX $ XXXXXXX $ XXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	N	WC 9730570	7/4/2020	7/4/2021	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	PROFESSIONAL LIABILITY UNLIMITED PRIOR ACTS	N	N	AEH 288354410	7/4/2020	7/4/2021	EACH CLAIM: $1,000,000; AGGREGATE: $1,000,000	

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

ON-CALL ENGINEERING SERVICES FOR WATER SYSTEM CAPITAL IMPROVEMENTS PROGRAM, Item 19-0234. City of Santa Fe is additional insured as respects general liability and auto liability, and these coverages are primary and non-contributory, as required by written contract.

CERTIFICATE HOLDER

16520737
CITY OF SANTA FE
PURCHASING OFFICE
2651 SIRINGO ROAD, BLDG. H
SANTA FE NM 87505

CANCELLATION See Attachments

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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City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: CAROLLO ENGINEERS INC
DBA: CAROLLO ENGINEERS INC

Business Location: 4600 E WASHINGTON STE 500
PHOENIX, AZ 85034

CRS Number: 03-162628-00-9

Owner: CAROLLO EINGINEERS, INC.

License Number: 117760

License Type: Business License - Renewable

Issued Date: February 10, 2021

Classification: Business Registration - Standard

Expiration Date: February 10, 2022

Fees Paid: $10.00

CAROLLO ENGINEERS INC
4600 E WASHINGTON STE 500
PHOENIZ, AZ 85034

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

ITEM # 19.0234

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 **Carollo Engineers** 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 On-Call Engineering Services for the City as follows and:

1) Technical water resources engineering and feasibility studies,
2) Preliminary engineering services for design and construction,
3) General engineering services for:
   a. Capital Improvements,
   b. Repair and rehabilitation related assessments,
   c. Upgrades and improvements,
   d. Design support, preparation of design specifications, and procurement support for CIP
4) Water resources studies for:
   a. Supply and demand management
   b. Well field sustainability analyses
   c. Water budget and geohydrologic modeling analyses
   d. Permitting
5) Permit related activities, compliance and litigation support,
6) Water utility management support for:
   a. Asset management
   b. Water loss audit
   c. Federal and State funding applications

2. **Compensation.**

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the per hour rates outlined in Exhibit "A" attached hereto, such compensation not to exceed three hundred eighty five thousand dollars ($385,000), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling thirty two thousand four hundred eighty four dollars and thirty eight cents ($32,484.38) 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 four hundred seventeen thousand four hundred eighty four dollars and thirty eight cents ($417,484.38). 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, 2020 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 City 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. 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. 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 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 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 State of New Mexico 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. Other Insurance

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the

following insurance coverage(s), naming the City as additional insured, except Workers Compensation.

A. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers liability: $100,000.

B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this contract). Limits shall not be less than the following:

a. Bodily injury: $1,000,000 per person /$1,000,000 per occurrence.
b. Property damage or combined single limit coverage: $1,000,000.
c. Automobile liability (including non-owned automobile coverage): $1,000,000.
d. Umbrella: $1,000,000.

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

21. 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

22. 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, to the extent 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. The Contractor shall not be responsible for warranties, guarantees, fitness for a particular purpose, breach of fiduciary duty, loss of anticipated profits or for economic, incidental or consequential damages to the City or any third party arising out of breach of contract, termination, or for any other reason whatsoever. Additionally, the Contractor shall not be responsible for acts and decisions of third parties, including governmental agencies, other than the Contractor's sub-engineers, that impact project completion and/or success.

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:
Water Division Director
801 W. San Mateo
Santa Fe, NM 87505

To the Contractor:
John Rehring, P.E.
Carollo Engineers
390 Interlocken Crescent, Suite 800
Broomfield, CO 80021

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.

27. Standard of Care.

The Contractor shall perform the services required hereunder in accordance with the prevailing engineering standard of care by exercising the skill and ability ordinarily required of engineers performing the same or similar services, under the same or similar circumstances, in the State of New Mexico.

28. City-Provided Information and Services.

The City shall furnish the Contractor available studies, reports and other data pertinent to the Contractor's services; obtain or authorize the Contractor to obtain or provide additional reports and data as required; furnish to the Contractor services of others required for the performance of the Contractor's services hereunder, and the Contractor shall be entitled to use and rely upon all such information and services provided by the City or others in performing the Contractor's services under this Agreement.

29. **Third Parties.**

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.

30. **Document Use and Reuse.**

Documents, including drawings and specifications, prepared by the Contractor pursuant to this Agreement are not intended or represented to be suitable for reuse by the City or others for this Project or on any other project. Any reuse of completed documents or use of partially completed documents without written verification or concurrence by the Contractor for the specific purpose intended will be at the City's sole risk and without liability or legal exposure to the Contractor. The Contractor's instruments of service hereunder are the printed hard copy drawings and specifications issued for the Project, whereas electronic media, including CADD files, are tools for their preparation. As a convenience to the City, the Contractor shall furnish to the City both printed hard copies and electronic media. In the event of a conflict in their content, the printed hard copies shall take precedence over the electronic media. Because data stored in electronic media form can be altered, inadvertently, it is agreed that the City shall hold the Contractor harmless from liability arising out of changes or modifications to the Contractor's data in electronic media form in the City's possession or released to others by the City.

31. **Access.**

The City shall arrange for access to and make all provisions for the Contractor to enter upon public and private property as required for the Contractor to perform services hereunder.

32. **Estimates and Projections.**

The Contractor has no control over the cost of labor, materials, equipment or services furnished by others, over the incoming water or wastewater quality and/or quantity, or over the way City's plant and/or associated processes are operated and/or maintained. Data projections and estimates are based on the Contractor's opinion based on experience and judgment. The Contractor cannot and does not guarantee that actual costs and/or quantities realized will not vary from the data projections and estimates prepared by the Contractor and the Contractor will not be liable to and/or indemnify the City and/or any third party related to any inconsistencies between the Contractor's data projections and estimates and actual costs and/or quantities realized by the City and/or any third party in the future.

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:
Carollo Engineers

NAME AND TITLE
JOHN REHRING
VICE PRESIDENT
Becky Lane
Vice President

DATE: 4.9.19 4-9-19
CRS# 03-162628-00-9
Registration # 19-00117760

ATTEST:

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

APPROVED AS TO FORM:

2/12
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

52456.510320; 52354.572960
Business Unit Line Item

CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
#19-0234

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 Carollo Engineers, 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, Contractor has agreed to provide engineering services as outlined in the original Agreement for 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 two hundred fifty thousand dollars ($250,000.) 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 "A" attached hereto, such compensation not to exceed six hundred thirty five thousand dollars ($635,000), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling fifty three thousand five hundred seventy eight dollars and thirteen cents ($53,578.13) 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 six hundred eighty eight thousand five hundred seventy eight dollars and thirteen cents ($688,578.13). 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. TERM.

Article 3 of the Agreement is amended to extend the term of the Agreement, so that Article 3 reads in its entirety as follows:

This Agreement shall terminate on June 30, 2021, unless terminated pursuant to Paragraph 4, infra.

4. AGREEMENT IN FULL FORCE.

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

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

CITY OF SANTA FE:

By: _____
ALAN WEBBER, MAYOR

Date: 8/10/2020

CONTRACTOR:
Carollo Engineers, Inc.

_____
NAME John Rehring
Vice President
TITLE

Date: 8/5/2020

NM Taxation & Revenue
CRS # 03-162628-00-9
City of Santa Fe Business
Registration # 117760

ATTEST:

Yolanda Y. Vigil

YOLANDA Y. VIGIL, CITY CLERK

CC Mtg 07/29/2020 GC

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (May 26, 2020 14:41 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Mary McCoy

MARY MCCOY, FINANCE DIRECTOR

5050395.572960
Business Unit/Line Item

SCOPE OF SERVICES & PROJECT REQUIREMENTS

I. BACKGROUND

The City of Santa Fe (the "City") Water Division's primary mission is to provide a safe, reliable, and sustainable water supply for its customers. The City manages four sources of water supply derived from surface water (Santa Fe River and Rio Grande via the Buckman Direct Diversion) and groundwater (City and Buckman well fields) sources. The City also utilizes reclaimed wastewater and water conservation programs to reduce demand on these sources. Details on the City's water supply portfolio, current production records, future projected demands, and framework of its distribution system are presented in the Water Transmission and Storage System Master Plan (2009), Long-Range Water Supply Plan (2008), and Annual Water Report (2017).

II. PROFESSIONAL SERVICES

In general, the Engineering Firm shall perform professional engineering services on an as-needed basis as directed by the City's representative, primarily assigned Project Manager. The Engineering Firm shall have demonstrated expertise and experience in the areas of water supply, water resource management, planning and modeling, water distribution and storage, water quality, water system improvements, and well field operations. Engineering services shall meet the applicable requirements of the City and accepted industry standards and practices. The scope of work for any one project may involve some or all phases of project development and implementation which may include, but not limited to, the following:

I. Technical water resources engineering and feasibility studies,
II. Preliminary engineering services for design and construction,
III. General engineering services for:
    i. Capital Improvements,
    ii. Repair and rehabilitation related assessments,
    iii. Upgrades and improvements,
    iv. Design support, preparation of design specifications, and procurement support for CIP
IV. Water resources studies for:
    i. Supply and demand management
    ii. Well field sustainability analyses
    iii. Water budget and geohydrologic modeling analyses
    iv. Permitting
V. Permit related activities, compliance and litigation support,
VI. Water utility management support for:
    i. Asset management
    ii. Water loss audit
    iii. Federal and State funding applications

➢ Technical Water Resources Engineering and Feasibility Studies

The types of services anticipated under this category shall include, at a minimum, the following:

- Perform water quantity and water quality evaluations related to water supply operations related to source water derived from reservoirs and production wells, recycled wastewater reuse, aquifer storage and recovery, and water treatment processes.

- Perform technical and system optimization studies for various water system operations related to sustainable water production, well field management, water distribution and storage, energy usage, surface and groundwater interaction, water budgets and related geohydrologic analyses.

- Production well design, construction, testing and sustainable operations. Water quality and treatment, blending and distribution.

- Perform feasibility studies for new and/or alternative water sources, aquifer storage and recovery, wastewater reuse, water treatment systems and engineering services in support of capital improvement projects including process technical evaluations; site layouts; design and process requirements; distribution and storage, booster pumps, energy efficiency; and capital and O&M costs.

➢ Preliminary Engineering Services for Design and Construction

The types of services anticipated under this category shall include, at a minimum, the following:

- Prepare engineering details and calculations as needed for water supply, water transmission and water storage improvement projects.

- Prepare preliminary drawings, and estimates of probable cost, including capital costs, annual operation and maintenance cost, lifecycle cost for any range of system improvement alternative(s). Present alternatives and cost structure and provide recommendations and analyses of each alternative.

- Evaluate the design concept for constructability and practicality for construction phase and maintenance of water system improvements.

- Develop a design and construction schedule.

➢ General Engineering

The types of services anticipated under this category shall include, at a minimum, the

following:

- Development of engineering design drawings and specifications for capital improvement projects, and/or rehabilitation and replacement projects.

- Perform necessary field investigations and coordinate with regulatory agencies and other stakeholders to verify design and construction assumptions and constraints.

- Address right of way and easement issues.

- Prepare engineering designs, calculations, plans, specifications, cost estimates and contract bidding documents. Engineering plans and construction documents will include preliminary engineering, sixty percent (60%), ninety percent (90%), and final engineering, or as specified by a given task order.

- Updates and revisions to the water distribution and storage master plan, as-needed.

- Improvements to distribution system network, pressure zone management, well systems, booster pump station, piping valves, junctures and storage tank improvements. Water system design and operations, water demand analyses, system utilization, operation and reliability

:

➢ Water Resources Studies

The types of services anticipated under this category shall include, at a minimum, the following:

- Hydrologic and hydrogeological services as they pertain to water resource management, source protection, water resource management, permit compliance, water system, production, distribution and storage improvements.

- Water budget analyses, water level monitoring, stream gaging and seepage studies, surface and groundwater interaction, and evapotranspiration calculations in support of water resource management studies.

- Long range water supply plan (LRWSP) updates, drought management, new source of supply evaluations, system resiliency, supply and demand forecasting using decision analysis tool (WaterMAPS). Develop 5-, 10- and 20-year long range supply and demand forecasts and integrates result with LRWSP, T&D Master Plan, WaterMAPS decision tool, waste water reuse and conservation plans.
- Groundwater modeling in support of aquifer sustainability and safe yield estimates, groundwater pumping offset calculations, aquifer characteristic evaluations, and supply optimization evaluations. Predictive simulation of

groundwater flow, model development and calibration and model validation with emphasis on Espanola Basin model(s).

- Well design, well efficiency, well permitting, specific capacity and aquifer testing, sustainable well yield assessment, well redevelopment, well construction and repair, well permitting, well siting.

- Water supply prioritization, economics, availability and resiliency, and water supply infrastructure.

➢ Permit Related Activities, Compliance and Litigation Support

The types of services anticipated under this category shall include, at a minimum, the following:

- Surface and groundwater water right permitting and applications.

- Inter-state compact compliance, permitting and accounting.

- Appropriation of surface water, groundwater administration, active water resource administration, and general water rights.

- Return flow credits, aquifer storage and recovery, reclaimed water reuse, discharge permitting and water quality compliance.

➢ Water Utility Management

The types of services anticipated under this category shall include, at a minimum, the following:

- Asset management plan support including financial planning, life cycle evaluation, water accounting, capital improvements, risk assessments, asset inventory and data management.

- Water loss control program support to support water audit evaluations, conduct water audit intervention processes, and implement performance indicator evaluations.

- Support City pursuit of federal and state grant funding applications.

- Geographic information system (GIS) support, field surveying and mapping, graphical illustrations and reporting support.

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

Munis # 3200505

MM
mm

From: Bill Schneider, Water Resources Coordinator WHS

RE: Amendment No. 1 to Professional Services Agreement (PSA) 19-0234 with Carollo Engineers (Carollo) for $250,000 plus GRT to provide On Call Engineering Services for Capital Improvement and Priority Projects

---

ITEM AND ISSUE

The City of Santa Fe's (City) Water Division (WD is requesting to amend the PSA 19-0234 with Carollo to provide continued On Call Engineering services for Capital Improvements and Priority Projects.

BACKGROUND AND SUMMARY

The City's WD entered into a PSA with Carollo for on call engineering services via competitively bid request for proposal (RFP) for Engineering Services (RFP '19/16/P) that was awarded as PSA #19-0234. The WD has utilized this contract to provide engineering and technical services to evaluate optimization of effluent reuse, permitting and implementation support for a return flow pipeline to Rio Grande, water treatment and water quality upgrade strategies at Canyon Rd and Paseo Real water treatment plants. This PSA will be utilized in FY20-21 to provide continued services on the water quality and water treatment and technical support on the return flow pipeline permitting. The next critical step for the WD is continued progress on satisfying permitting requirements as outlined in the Appendix A (Reuse Pipeline Permit Plan) of the Phase 1 Preliminary Design Evaluation (2019) that include support and concurrences from several federal, state, and local agencies. Upon approval of this PSA, the WD intends to negotiate task orders for engineering support on these critical actions.

ACTION REQUESTED

Staff requests approval of Amendment No. 1 to PSA #19-0234 with Carollo Engineers On Call Engineering Services for Capital Improvements and Priority Projects. The request for funding of $250,000 plus gross receipts tax (GRT) was budgeted as part of the FY2021 Water Division CIP Request and will be available in Business Unit/Line Item 5050395.572960.

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 Carollo Engineers Inc.

3 Complete information requested ☑ Plus GRT ☐ Inclusive of GRT

Original Contract Amount: $325,000.00

Termination Date: June 30, 2020

☑ Approved by Council Date. March 27, 2019

☐ or by City Manager Date:

Contract is for: Original Contract for on call engineering Water and WWMD

Amendment # 1 to the Original Contract# 19-0234

Increase/(Decrease) Amount $ $250,000.00

Extend Termination Date to: June 30, 2021

☑ Approved by Council Pending

☐ or by City Manager Date:

Amendment is for: Increase for FY 20/21

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

Amount $ 385,000.00 of original Contract# pending Termination Date: 6/30/2020

Reason: Original Contract WWMD $50,000; Water $275,000; Water Conservation $60,000

Amount $ 250,000.00 amendment 1 Termination Date: 6/30/2021

Reason: Increase comp for FY 20/21

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: $ $635,000.00

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

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

RFP# 19/16/P Date: November 9, 2018

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other _____

6 **Procurement History:** Year 2 of 4
example: (First year of 4 year contract)

_____
Purchasing Officer Review

Comments or Exceptions: _____

7 **Funding Source:** Water CIP and WWMD **BU/Line Item:** 5050395.572960

Alexis Lotero
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: Carollo Engineering

Procurement Title: On Call Engineering Services

Solicitation RFP#: 19/16/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

wschneider
wschneider (May 28, 2020 09:48 MDT)
Department Rep Signature attesting that all information included

Fran Dunaway (Jun 29, 2020 13:58 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

whschneider

whschneider (May 28, 2020 08:46 MDT)

Department Rep Signature attesting that all information included

*

GB PWD CAROLLO AMENDMENT 2

Final Audit Report 2021-03-02

Created:	2021-02-24
By:	Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAL_GvjhE1TplvJ4sfobQkMUWFB_tMgHGa

"GB PWD CAROLLO AMENDMENT 2" History

Document created by Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
2021-02-24 - 11:45:24 PM GMT- IP address: 63.232.20.2

Document emailed to Alexis Lotero (aclotero@santafenm.gov) for signature
2021-02-24 - 11:53:26 PM GMT

Email viewed by Alexis Lotero (aclotero@santafenm.gov)
2021-03-02 - 1:34:32 AM GMT- IP address: 104.47.64.254

Document e-signed by Alexis Lotero (aclotero@santafenm.gov)
Signature Date: 2021-03-02 - 1:38:24 AM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Fran Dunaway (fadunaway@santafenm.gov) for signature
2021-03-02 - 1:38:30 AM GMT

Email viewed by Fran Dunaway (fadunaway@santafenm.gov)
2021-03-02 - 2:10:21 AM GMT- IP address: 104.47.64.254

Document e-signed by Fran Dunaway (fadunaway@santafenm.gov)
Signature Date: 2021-03-02 - 2:14:05 AM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2021-03-02 - 2:14:05 AM GMT

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

j) 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

FINANCE COMMITTEE ACTION:

Approved on consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

ACTION SHEET PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 03/08/2021
ISSUE NO. 8m 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
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Pulled by Councilor Lindell for discussion. Approved Unanimously to forward to 3/22/2021 Finance Committee
SPECIAL CONDITIONS OR AMENDMENTS:
STAFF FOLLOW UP:

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

City of Santa Fe New Mexico

Memo

Date: **February 20, 2021**

To: **City Council**
Finance Committee
Public Utility/Public Works Committee

Via: **Shannon Jones, Utility Department Director** SJ

From: **Nancy Jimenez, Utility Billing Division Director** NLJ

Re: **Amendment #4 and BAR for Advanced Utility System; and Budget Adjustment Increase request in the amount of $325,313.**

Background/Summary:
The Utility Billing is respectfully asking to amend the Advanced Utility System's contract to continue the upgrade of a billing system for the Utility Billing Division and the City of Santa Fe Utility Customer's monthly utility bills.

The original agreement was approved in 2013; work proceeded for many months on Version 3 with Advanced, Public Utility Billing and Environmental Services employees. After many months, it was evident that continuing with the project was not an option and it was placed on hold.

Through mediation and a new negotiated updated Scope of Work for a 14-month implementation and upgrade from Version 3 to Version 4, the Utility Billing Division is bring forward Amendment #4 for $1,048,402 plus grt.

A new billing system would cost 2.7 million, continuing the upgrade with Advanced; the City's new Utility Billing System will cost $2.2 million. While it has taken much longer than we would have liked to upgrade the billing system, we are confident that we can move forward and upgrade the system within the 14-months required for the full implementation.

Amendment and BAR budget increase is attached for $325,313 for FY20/21 and the remainder will be submitted upon approval of the FY21/22 Budget in business unit 5110351.510310 for the 14-month implementation period.

Requested Action:
Approval of Amendment #4 for $1,048,402 plus grt through FY21/22; and the BAR budget increase in the amount of $325,313.

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

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

DEPARTMENT / DIVISION NAME	DATE
PUD/UCS/ Admin	2/22/21

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Utility Customer Service Service Contracts	5110351	510310		325,313	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 325,313	$ -

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

Increase from Cash balance to fund this contract for N. Harris #4 in the FY 20/21

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
511	325,313
TOTAL:	**325,313**

Maya Martinez 2/22/21
Prepared By *{print name}* Date

Nancy L Jimenez
Nancy L Jimenez (Feb 24, 2021 16:34 MST)
Division Director Signature *{optional}* Date

Shannon Jones
Department Director Signature Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

AJH
AJH (Feb 24, 2021 16:55 MST)
Budget Officer Date

Finance Director *{≤ $5,000}* Date

City Manager *{≤ $60,000}* Date

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3202028**

Contractor: **N. Harris / Advanced**

Description: **Billing System upgrade**

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ☉

Term Start Date: **11/13/13** Term End Date: **4/29/23**

☑ Approved by Council Date: **11/13/13**

Contract / Lease: **Contract**

Amendment # **4** to the Original Contract / Lease # **13-1137**

Increase/(Decrease) Amount $ **$1,048,402 plus nmgrt** Partially funded in FY 20/21 ($325,313 BAR attached) Remainder in FY 21/22

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

☑ Approved by Council Date: **Pending**

Amendment is for: **increase compensation and extend term**

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

Original #13-1137; #13-1138; #13-1139 $1,033,476 approved 11/13/13
Amend #1 15-0460 $19,600 approved 6/10/15
Amend #2 15-0856 $169,500 approved 9/1/13
Amend #3 19-0070 Term only to 4/29/23 approved 1/30/19

3. **Procurement History:** **13/33/P**

Fran Delaway (Mar 1, 2021 9:30 MST) — Mar 1, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: Amendment #4 increase for an approved extended term partially fund FY 21 7/1/20-6/30/21.

4. **Funding Source:** **Utility Customer Service Fund** **Org / Object:** **5110351.510310**

Alexis Lotero (Mar 1, 2021 19:12 MST) — Mar 1, 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
AMENDMENT No. 4 TO
INFORMATION TECHNOLOGY AGREEMENT
#13-1137; 15-0460, 15-0856; 19-0070

AMENDMENT No. 4 (the "Amendment") to the CITY OF SANTA FE INFORMATION TECHNOLOGY AGREEMENT, dated November 13, 2013 (the "Agreement"), between the City of Santa Fe (the "City") and N. Harris Computer Corporation. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City whichever occurs last.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide services to the City of Santa Fe.

B. Pursuant to Article 25 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 2 of the Agreement is amended to include the scope described in Exhibit "H" attached hereto and incorporated within.

2. PAYMENT:

Article 3, paragraph B of the Agreement is amended to increase the amount of compensation by a total of one million forty eight thousand four hundred and two dollars ($1,048,402) exclusive of gross receipts tax, so that Article 3, paragraph B reads in its entirety as follows:

A. The total compensation under this Agreement shall not exceed two

million two hundred seventy thousand eight hundred seventy eight dollars ($2,270,878) exclusive of gross receipts tax in accordance with the Payment Schedule, attached to Exhibits H.

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 Agreement as of the dates set forth below.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE:_____

CONTRACTOR:
N. HARRIS

_____
NAME Jim Simak

_____
TITLE SEVP, N. Harris Computer Corp.
DATE: February 24, 2021
CRS# 03206497007
BRN# 1297788

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Mar [redacted]
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY MCCOY, FINANCE DIRECTOR

5110351.510310 AL
Business Unit/Line Item AL

Exhibit H

ADVANCED
UTILITY SYSTEMS

City of Santa Fe
Amendment 4
Scope of Work

February 2021

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Definitions

Name	Definition
As-Is Business Process	A document that describes the steps, people and resources involved in completing specific activities. The As-Is process documents how the process is executed in the legacy CIS System and can form the basis for the To-Be business process that describes how activities will be executed in the new CIS System.
Baseline Accounts	A cross selection of accounts types and services that are used for testing purposes the CIS System
BRD	Business Requirements Document
BPR	Business Process Review
CIS	Customer information and billing system.
CIS Infinity	The Advanced customer information and billing system.
CIS System	All Advanced licensed software (CIS Infinity, Infinity.Link Enterprise, Infinity.Mobile, and implementation services.
Client Owned Control Forms	Configuration areas of the system that are the responsibility of the City (including but not limited to service orders, actions, letters, security, admin).
Configuration	Changes to the software without source code or structural data model changes occurring.
Core Team	City staff that have sufficient business knowledge and authority to make decisions regarding configuration, can lead testing activities, and assist End Users with learning the CIS System and associated To-Be Business Processes. This group will become the "super users" of the CIS System.
Generic Test Scripts	Document that describes the steps and actions required to test a feature or function of the CIS System and the expected results. Generic Test Scripts do not reflect the specific configuration of the City. Customizing test scripts are the responsibility of City.
Modification	A change to the code base or a structural data model change.
To- Be Business Process	A document that describes the steps, people and resources involved in completing specific activities. The To-Be process documents how the process will be executed in the new CIS System.

General Assumptions

1. All prices are quoted in US dollars.

2. The Fixed Cost will be firm for the services identified herein through the project's duration of 12 months and 2-month post-implementation support. Travel costs are estimated and will be billed as incurred in accordance with the Professional Services Agreement.

3. The Project is not normal daily operations. Team members may not be accustomed to the demands of a project of this nature and will have to readily adjust to the needs of meeting deadlines and multi-tasking for this project to be successful.

4. Advanced and City will each assign a project manager who are responsible for managing the overall implementation to a successful conclusion for Advanced and the City.

5. Project success is dependent upon both Advanced and City supplying the resources required to complete all deliverables in a timely matter.

6. City and Advanced will ensure Project Team members are available for meetings, workshops, discussions and conference calls upon request with reasonable notice. Project Team members will respond to information requests from the other party, not to exceed five (5) Business Days unless agreed upon in time to minimize delays in the project.

7. Whenever possible, the Project Team may consider alternative meeting options such as WebEx, and conference calls.

8. Staffing issues will be resolved between City and the Advanced Project Managers. Both parties will make every reasonable effort to maintain stable project staffing for the life of the project and minimize disruption to the project.

9. City will strive to make a reasonable effort to minimize the impact of competing initiatives within the organization that may have a negative impact to the project. If this cannot occur:

    i) City will define an escalation path which defines who can resolve resource allocation conflicts, determine the priority of the conflicting work, and communicate with the affected parties, including the Project Managers of both projects.

    ii) Advanced will make every effort to work around any conflicting priorities. Depending on the length of time the resource is not available and task the conflict occurs on, this could result in a delay in the project schedule. If these delays result in extended project timelines, a Change Order will be issued to outline the impacts to schedule and cost. The project should include accommodations for holidays and predetermined leave schedules for resources for both Advanced and City.

10. Prompt decision-making and problem resolution will be required to achieve an on-time, on-budget project completion. It is expected most decisions and/or problems will be resolved by both parties within five (5) business days (or to a mutually agreed to timeframe). Reasonable efforts will be made to meet the requirements.

11. City will empower City's project team members to make decisions related to configuration and business processes. In particular, City team members with authority to make key decisions (e.g. business process change) must participate in meetings where these decisions are discussed.

12. The City will, where possible, will not try to reinvent the legacy CIS but rather incorporate Advanced recommended best CIS Infinity practices when possible to maximize the capability of the CIS

System. Any recommendation not implemented should be discussed with key City stakeholders and documented by the Advanced Project Manager and provided to the City Project Manager.

13. Advanced and City acknowledge that there will be challenges during the project. We will address problems head on an openly with each other. All parties will be respectful in all situations.

14. Advanced and City will work collaboratively to find solutions to issues.

15. Both parties agree to work a reasonable number of added hours (when required) to help complete project deliverables and project timelines as agreed upon by both Project Managers.

16. All City and Advanced Project Team members are expected to take normal vacation and holiday days throughout the course of the project except during stages of the project where their presence is critical.

17. When onsite Advanced agrees to work within City standard business hours whenever possible with the understanding that travel days may impact onsite days. Additionally, it is important to note that there may be times in the project where key staff may be required to work extra hours or hours outside of the standard business hours. For example, cutover is typically done over the weekend.

18. Advanced will update CIS Infinity in a 1). Production and a 2. Test environment on City supplied hardware and will support both throughout the implementation.

19. City will review and if necessary, update its computing infrastructure 2 weeks prior to project kickoff and ensure prior networking issues are resolved. Advanced will assist City in troubleshooting issues.

20. City will review and contract with an Advanced payment processor for processing of electronic payments 12 weeks prior to the start of Integration Testing. Note: City has Paymentus, an Advanced payment processor partner.

21. City will provide access to; printers within the facility, all network drives required for the shared project resources, project servers, all instances of the CIS software and full external internet access, (wireless preferred) for each Advanced team member including unimpeded access to Advanced's VPN.

22. City will make available meeting spaces as required for project meetings. Meeting spaces should be equipped with a white board and markers, flip chart, LCD projector, conference phone and internet connection.

23. City will provide desk space for the Advanced team members while onsite at City. City shall establish a training/testing room that will provide space, computers (with necessary software) and access to the software for the number of users specified in the contract plus one for Advanced The training room will be equipped with a white board and markers, flip chart, LCD projector, conference phone and internet connections.

24. City will ensure mutually agreed upon Change Orders are approved and process in accordance with the Change Order Procedure.

25. City Staff will attend scheduled training sessions.

26. City will perform testing and Advanced will support City testing as required including data conversion testing, functional testing, interface integration testing, and user acceptance testing and will provide the documented test results to Advanced.

27. City will perform manual cut over tasks identified in the data conversion and the cutover plan.

28. City will be responsible to create, configure and test all Client Owned Control Forms (including but not limited to service orders, actions, letters, security, admin) with support from Advanced.

29. City will be responsible for creating their customized Link skin (i.e. look and feel of the Link site) using a web designer of their choosing.

Project Management

Advanced will have primary responsibility for the successful completion of this project as defined in this Scope of Work, including the management of all Advanced resources and tasks. Advanced will be responsible for conducting project related administrative activities including the development and updates to the project schedule. The Advanced PM Provide oversight and guidance to Advanced staff to ensure successful completion of Advanced led/assigned activities and related project tasks. Similarly, the City PM will provide oversight and guidance to City staff to ensure successful completion of City led/assigned activities and related project tasks.

Deliverables

Advanced:

The Advanced Project Manager (PM) will deliver the following as part of their monthly Project Management duties:

1. Prepare weekly status reports documenting work in progress compared to schedule, issues, actions, risks and budget.
2. Lead the weekly PM meeting – City requests set day and time every week.
3. Participate in the weekly Core Team Status Meeting.
4. Update the Project Schedule monthly, based on outcomes of the weekly PM meeting (based on progress updates from the team).
5. Prepare monthly summary of project progress, including significant risks and issues resolved and significant risks and issues raised (with input from City PM)
6. Participate in a monthly Executive Steering Committee meeting to review project status; to be attended by the PM and Project Sponsor, primarily remotely.
7. Ticket issue resolution/status update to occur within 5 business days

City

The City Project Manager (PM) will deliver the following as part of their monthly Project Management duties:

1. Participate in the weekly PM meeting.
2. Lead ~~of~~ the weekly Core Team Status meeting to discuss status, address questions and provide direction on outstanding activities.
3. Provide input on monthly status report and the Project Schedule to Advanced PM.
4. Organize and lead the monthly Executive Steering Committee meeting to review project status, to be attended by the City Project Manager and City Project Sponsor(s). City requests set day and time every month.
5. Review and approve project deliverables.
6. Sign payment milestone acceptance documents.
7. Ticket issue resolution/status update to occur within 5 business days

Project Re- Initiation

The Advanced PM will work jointly with the City Project Manager to organize project information for the update of the Project Schedule. The Advanced PM will present all information required to re-start the project and will review with the City PM all remaining tasks to be completed before Go Live. The Advanced PM will develop a project schedule that is reasonable for both Advanced and the City to achieve. Each Project Schedule task shall include:

- Task name/description
- Relevant task predecessors
- Task duration (measured in days)
- Resources assigned accomplish the task.

The project schedule will be updated to reflect outstanding and new deliverables and tasks as defined in this SOW along with task predecessors. Tasks to be scheduled (which include both City and Advanced tasks) to complete the project are as follows:

- Upgrade of City server hardware, if required
- Application of the latest builds of CIS Infinity Version 4.X.X, Infinity.Link Enterprise and Infinity.Mobile Version 2.X.X server software in the City's test environment and production environment.
- Review and updates, if required, of the following project planning documents: Communication Plan, Change Management Plan, Test Plan, Training Plan, Risk Management Plan, Data Conversion Plan, Go/No Go Criteria, and Change Control Process
- Project Re-Initiation Kickoff Meeting
- Issues Tracking Tool training
- Business Process Review
- Documentation of "as is" and "to be" business processes
- Core Team training, inclusive of security training
- End User Training
- Review of reporting requirements
- Review and completion of custom reports, bill prints and notices
- Review and completion of required interfaces
- Review of Data Validation Criteria
- Data refreshes for Functional Testing, Integration Testing, User Acceptance Testing (UAT) and Go Live
- Functional, ITC and UAT testing phases (inclusive of Report testing)
- Updates to Project Team Contact List which includes users that need access to Issues Tracking Tool

Entry Criteria:

Both parties must meet the following criteria before this phase begins:

- Executed of Information Technology Agreement (Contract No. 13 – 1137) – Amendment 4 inclusive of this SOW between Advanced and City

Exit Criteria:

Both parties must meet the following criteria before this phase is complete:

- All deliverables below have been achieved

Deliverables:

Advanced:

Advanced will deliver as part of this phase:

- Onsite Project Re-Initiation Kickoff Meeting
- Application of the latest CIS Infinity, Infinity Mobile, and Infinity.Link Enterprise server builds in the City's test environment and production environment.
- Updated Joint Project Contact List
- Delivery of Issues Tracking Tool training
- Updated baselined and approved project schedule, with input from City
- Updated Communication Plan, with input from City
- Updated Change Management Plan, with input from the City
- Updated Risk Management Plan, with input from City
- Updated Change Control Process, with input from City

City:

City will deliver as part of this phase:

- Upgrade of City server hardware, if required, two weeks prior to the Project Kickoff meeting
- Install CIS Infinity V4 client on any desktops that requires access to CIS Infinity and where CIS Infinity client has not been previously installed
- Infinity.Mobile and Infinity.Link Enterprise Technical Checklist updates
- Assistance with application of builds to facilitate knowledge transfer
- Participation of the PM and Core Team in the project kickoff meeting
- Updated City Project Contact List
- Participation of PM and Core Team in issues tracking tool training
- Review and approval of updated Project Schedule
- Review and approval of updated Communication Plan

- Review and approval of updated Change Management Plan
- Review and approval of updated Risk Management Plan
- Review and approval of updated Change Control Process
- Finalization of Core Team and identification of SMEs and other resources assisting with the project

Core Team Training

Advanced will provide four (4) weeks of onsite trainer to the City's Core Team prior to an onsite Business Process Review (BPR). During the kickoff meeting, the Advanced and City PM will determine the areas to be covered during the four weeks of training but at a minimum will include Customer Service, Billing, Collections, Cashiering, Solid Waste, Security, Service Orders, Infinity.Link Enterprise and Infinity.Mobile.

During training sessions, City will document any potentially new processes which will be further reviewed during the BPR.

Entry Criteria:

Both parties must meet the following criteria before this phase begins:

- Computing infrastructure (including network) established and functioning correctly
- CIS Infinity (V4), Infinity.Link Enterprise and Infinity.Mobile (V2) updated to latest build and available for Core Team training
- Onsite Project Re-Initiation Kickoff Meeting completed
- Project Schedule updated and accepted by City

Exit Criteria:

Both parties must meet the following criteria before this phase is complete:

- All deliverables below have been achieved

Deliverables:

Advanced:

Advanced will deliver as part of this phase:

- Agendas and provide training manuals
- 4 Week onsite instructor-led Core Team training

City:

City will deliver as part of this phase:

- Core Team participation in training

Business Process Review

After completion of Core Team training, a two-week onsite BPR will be led by Advanced where Advanced will review the detailed business requirements of City with the City's Core Team and key decision makers. Key inputs into this process will include existing the Discovery document, City's documented existing business procedures, the RFP functional checklist and recommendations of CIS Infinity best practices by Advanced.

The City will provide documentation of As-Is business processes two weeks before the start of the BPR. Other key information to be provided by the City include:

- All rate tariffs and system generated fees – No changes in rate structure. Changes to values only
- Chart of Accounts (COA) for GL/AP interfacing – Updated COA for Tyler
- Meter Reading process flow, vendor and file layout
- All required service order information
- File layouts for all required interfaces
- File layouts and samples of current bill prints, notices, door hangers and letters
- All payment types received and any associated payment information, source of payments, tender types, interface files
- Process flows of penalties, collections, disconnections, bankruptcy and write offs
- Process flows of move in, move out processes
- Billing process flows
- All Daily, weekly, Month End and Year End Report Requirements
- Data setup of persons, premises, service types
- Existing security profiles and definitions
- City ordinances related to business processes

The Discovery document will be updated to reflect any changes to the CIS Infinity configuration based on the outcome of the BPR. Any recommended CIS Infinity best practices which the City cannot or chooses not to implement, will be documented in the Discovery document.

Updates to the City's business process documentation/flows is the responsibility of the City and must be completed prior to the start of Integration Testing. Advanced will review the City's To- Be business processes and provide feedback.

Entry Criteria:

Both parties must meet the following criteria before this phase begins:

- Completion of core team training weeks 1 & 2
- As-is business processes documented by City

Exit Criteria:

Both parties must meet the following criteria before this phase is complete:

- All deliverables below have been achieved

Deliverables:

Advanced:

Advanced will deliver as part of this phase:

- 2 Week onsite Business Process Review, exclusive of reporting, bill print, notices, and interfaces.
- Updated Discovery documents (CIS Infinity, Infinity.Mobile, Infinity.Link Enterprise)
- Recommendations based on current client processes that are defined for City/County

City:

City will deliver as part of this phase:

- As-Is Business Practices/Flows and Key Data identified above
- BPR participants who have the authority and are receptive to making business process improvements by taking advantage of CIS System's functionality.
- Summary of business processes changes identified during the BPR that will be reviewed by City for impact/change management/end user training issues
- Approval of updated Functional Discovery document.

Note: Once the Functional Discovery document has been approved, any subsequent changes identified in the testing phases which impact the project schedule as a result of re-configuration will follow the change control process.

Interface Status Review Workshop

Advanced will conduct a remote Interface Status Review Workshop to review the status of required interfaces and the effort required to complete interfaces. Any changes to interfaces where specifications have been previously signed by City may require a Change Order. The following list of new and existing interfaces will be reviewed. See also Interface Exhibit A.

- Tyler Munis – Munis General Ledger and Accounts Payable Refund file (Replace JDE)
- Paymentus IVR – Inbound & Outbound (replace Selectron). Outbound export file created for delinquent account callout, 2 Day Notice & High consumptions notifications
- ACH –Wells Fargo ACH Format data format is required. Account number format will change
- Wells Fargo Lockbox Payment – Account number format will change
- LockboxE –Account number format will change
- Paymentus – Electronic Payment Processor Paymentus is currently implemented at City with First Data as merchant services provider. In V4 Paymentus inbound is integrated with Advanced via web services. City currently has customer file, payment posting file, email file, and bill print file that is sent Paymentus.
- Postal Pros EBP (Replace InfoSend)
- Postal Pros Notices/Letters – PDF file to be sent for printing by Postal Pros.-Final Bill Letter, Welcome Letter, LIC letter
- Esri ArcGIS – No Change
- GIS Service Address Verification and Validation (CO#1) : CIS service addresses will be validated at point of entry and in bulk in real-time, by calling ArcGIS API. The ability to save an invalid service address is a configurable option in CIS Infinity.
- Beacon AMI System – A real-time interface between CIS Infinity and Beacon AMI system will be implemented. The interface will include
    - CIS to Beacon AMI data synchronization (CIS infinity will send account, service address, meter, endpoint information to Beacon AIM)
    - CIS to Beacon AMI reads on demand
    - CIS to Beacon AMI billing reads request
- MARS – Payment Import File (similar to Lockbox E) – New file import for the City – Currently processing MARS manually. Account number format will change
- Meter inventory import – One standard file layout to be used for all meter manufacturers; import of new meters from meter manufacturer(s). Import will use spreadsheet of meter number, endpoint, Po #, meter size,
- Collection Agency – Import and Export to Virtuoso Collection Agency
- County Lien – Export/list of Accounts, broken out by service specific export format required by the county.
- Generic Meter Read – Export/Import – when Manual Import/Export required – one format

- Custom scripts and formula for winter average, COD, INLINE and LIC – see Interface Exhibit A

The following interfaces included in the original SOW are no longer required

- CityWorks Work Management – Not required
- JD Edwards Enterprise – Fixed Assets – Not required
- Active Networks – City will use CIS Infinity cash register functionality
- Datamatic Routestar – Not required
- ConserveTrack – Not required
- Badger AMI (CO#2)
- Badger Smart Meter Software
- Beacon AMI System (CO#2) – Meter Exchanges/Work Order Management

Entry Criteria:

Both parties must meet the following criteria before this phase begins:

- Onsite Project Re-Initiation Kickoff Meeting completed
- Project Schedule updated and accepted by City
- Interface file layouts and sample file provided by City
- Third party vendor participation in workshop, as required, secured by City

Exit Criteria:

Both parties must meet the following criteria before this phase is complete:

- All deliverables below have been achieved

Deliverables:
Advanced:

Advanced will deliver as part of this phase:

- Remote Interface Status Review Workshop
- Review of existing interface specifications
- Creation of BRD for new interfaces

City:

City will deliver as part of this phase:

- Sign off of any outstanding interface specifications – 10 days of receipt
- Coordination with third party vendors, as required
- Sign off of new/updated interface BRDs – 10 days of receipt

Reports, Bill Print and Notices Review Workshop

A remote Reports Review Workshop will be conducted to review the current Reports Matrix. Custom Reports previously identified will be reviewed to determine the status for each. Any outstanding custom reports will be completed and delivered at Integration Testing. The original contract included 10 custom reports to be determined by the City. Any new Custom Report requests will be identified via the Change Order process.

Advanced will deliver 2 notices, 10 reports, 1 Bill Print, 1 Work Order with capability for different formats/tasks at Integration Testing. Completion of Letters is the responsibility of the City. Notices are the responsibility of Advanced. It is not expected that any changes will be requested, however, these will be handled via the Change Order process if that is the case.

Entry Criteria:

Both parties must meet the following criteria before this phase begins:

- Project Re-Initiation Kickoff Meeting completed
- Project Schedule updated and accepted by City
- Updated Reports Analysis spreadsheet delivered by City 2 weeks prior to Workshop

Exit Criteria:

Both parties must meet the following criteria before this phase is complete:

- All deliverables below have been achieved

Deliverables:

Advanced:

Advanced will deliver as part of this phase:

- Reports, Bill Print and Notices Review Workshop
- Identification of any new reporting, bill or notices requirements
- Provide insight and direction on what other cities do for their reports, bill print, notices, forms, letters, etc. – assist with industry guidelines

City:

City will deliver as part of this phase:

- Participation in Reports, Bill Print and Notices Review Workshop
- Approval of any required changes documented via a Change Order

Data Conversion Workshop & Updated Conversion Plan

Advanced will conduct an onsite Data Conversion Workshop to review the current data mapping, validation criteria, and known conversion issues. Scripts and criteria will be updated as appropriate but will leverage the existing approach previously agreed to by the City. The Data Conversion Plan will be updated, as required. City will provide Advanced with a data extract of all data to be converted. Data will be loaded by City onto a secured FTP site 8 weeks prior to the onsite workshop. Advanced will convert City's data so that it can be loaded into CIS Infinity.

Advanced will assist City in reviewing baseline accounts which are a representative cross section of City customers (e.g., rates, customer type etc.). The baseline accounts will be used to test and QA both the validity of the converted data and configuration.

The City has 20 years of data to convert. City expects to use CIS Infinity archiving solution once the data is converted

Entry Criteria:

Both parties must meet the following criteria before this phase begins:

- All data to be converted by Advanced has been identified by City.

Exit Criteria:

Both parties must meet the following criteria before this phase is complete:

- All deliverables below have been achieved

Deliverables:

Advanced:

Advanced will deliver as part of this phase:

- Onsite data conversion workshop
- Updated Data Conversion Plan, including data validation criteria, and data mapping
- Identify data clean-up activities on historical data
- Signoff process for data validation/upload/refresh of data to CIS V4

City:

City will deliver as part of this phase:

- Resources to participate in the data conversion workshop. Resources will understand the existing conversion scripts and processes used to date and will be knowledgeable in the legacy system data.
- Updated data extract of all data to be converted, including data validation criteria and timing, to be provided to Advanced eight weeks prior to the onsite workshop. All data

to be converted must be delivered with each data refresh and must be provided in the same data extract format.

- Data clean-up activities started on legacy system data (as required).
- Review and update of Baseline Accounts
- Sign off of updated Data Conversion Plan 10 days from receipt

To-Be Business Processes and Testing Preparation

Updates to the City's business process documentation/flows is the responsibility of the City and must be completed prior to the start of Integration Testing. Advanced will review and provide assistance with the City's To-Be business processes and provide feedback.

The Advanced PM will provide City with generic test scenarios. Modification of test scenarios to match City's specific business scenarios and requirements is the responsibility of City. Advanced will conduct a one week Testing Workshop to train the City on developing scenario-based scripts and to teach City testers on how to test. Once developed by the City, Advanced will review (up to one 4-day week) City's custom test scenarios and provide feedback. From the test scenarios City and Advanced will create an ITC Plan (Integration Testing Cycle), and User Acceptance Test (UAT) Plan.

Entry Criteria:

Both parties must meet the following criteria before this phase begins:

- Approval of updated Functional Discovery document

Exit Criteria:

Both parties must meet the following criteria before this phase is complete:

- All deliverables below have been achieved

Deliverables:

Advanced:

Advanced will deliver as part of this phase:

- Generic Test Scenarios and test scripts used by other customers (customer approved)
- Review and feedback on City customized test scenarios
- 1-week onsite test scenario development assistance and testing workshop
- Discuss and define workflow process/setup and access rights per user/job description within CIS V4

City:

City will deliver as part of this phase:

- Documented initial To- Be business processes.
- Participation by testing team in Test Scenario Development and Testing Workshop
- Customization of Generic Test Scenarios
- Mapping of test scenarios to functional requirements, as required

- Updates to Rates Testing Matrix

Functional Testing

Functional testing will utilize the baseline accounts to confirm that the data conversion and basic functions in the system are working as expected. Individual accounts will be reviewed and will run through a meter to cash process. In the review of these individual accounts, City will be tasked with testing each rate element in the system and documenting the results to confirm that the billing process works prior to starting a cycle billing process. This rate testing will be done against a series of baseline accounts and will look at each rate scenario and all of the associated proration activities that can affect a rate calculation.

Functional Testing is modular and does not test the system end-to-end utilizing interfaces.

Advanced will support all software testing through a combination of onsite support, remote support and WebEx online support.

At the start of the Functional Test phase, a full data conversion using a fresh data extract will be performed to exercise the data conversion process. Advanced will provide and City will verify all balancing metrics that were agreed upon in the updated Data Conversion Plan.

Deficiencies found during Functional Testing will be entered into the Issues Tracking Tool for the correction of configuration, data conversion and/or system deficiencies. Deficiencies will be entered into Issues Tracking Tool by City.

Entry Criteria:

Both parties must meet the following criteria before this phase begins:

- Conversion updated per the updated Data Conversion Plan
- Configuration updated by Advanced per the updated Functional Discovery document
- Functional test scripts customized by City
- Rates testing matrix completed/updated by the City
- City Documented Initial To-Be Business processes
- City mapping of test script to functional requirements
- Testing Workshop complete

Exit Criteria:

Both parties must meet the following criteria before this phase is complete:

- All deliverables below have been achieved

Deliverables:

Advanced:

Advanced will deliver as part of this phase:

- Data Conversion Refresh, Data Validation Report(s) and review

- Timing of Advanced data conversion activities for input into the Cut Over Plan
- Onsite and remote testing assistance
- Application of CIS System software Build(s), as required
- Successful resolution of 85 of configuration type tickets reported no less than 15 days from scheduled ITC Refresh start date
- Discussion and resolution for 38,000 plus active customers and 12,000 active billed accounts – performance issues, time frame to bill active accounts, etc.

City:

City will deliver as part of this phase:

- Data Extract, Data Validation Report(s) and review
- Timing of City conversion activities for input into the Cut Over Plan
- Execution of customized test scripts, including rates testing, with anomalies reported in Issues Tracking Tool
- Testing of conversion. Anomalies reported in Issues Tracking Tool
- Documentation of test results
- Re-testing as required of fixes of reported defects
- Documented To-Be Business processes (for start of ITC)
- Commencement by City of configuration of Client/City Owned Control Forms

Interface Development and Configuration

All interfaces per Section 2 will be completed by Advanced and delivered at the beginning of ITC 1.

Entry Criteria:

Both parties must meet the following criteria before this phase begins:

- Completion of the Interface Status Review Workshop
- Specification/BRD Sign off by City for all interfaces

Exit Criteria:

Both parties must meet the following criteria before this phase is complete:

- All deliverables below have been achieved

Deliverables:

Advanced:

Advanced will deliver as part of this phase:

- Application of new build, as required, at the start of ITC
- Updates to CIS configuration per approved specifications

City:

City will deliver as part of this phase:

- Completion of Implementation of Payment Processor solution (Paymentus), two weeks prior to start of ITC 1

Integration Testing (ITC)

ITC is intended to exercise full scale testing of the system incorporating the testing of interfaces and modification. It includes testing of all end to end processes including include Monthly, Quarterly and Year End processes for the City and all Control Forms including Client Owned Control forms (service orders, actions, letter generation, security, admin). ITC will utilize test scripts/cases customized by City to confirm that the data conversion and business processes are functioning as expected.

Advanced will support all software testing through a combination of onsite support, remote support and WebEx online support.

At the start of ITC1, a full data conversion using a fresh data extract will be performed to exercise the data conversion process and to update any required data fixes that are found through testing. Advanced will provide and City will verify all balancing metrics that were agreed upon in the updated Data Conversion Plan.

Deficiencies found during ITC1 will be entered into the Issues Tracking Tool for the correction of configuration, data conversion and/or system deficiencies. Deficiencies will be entered into the Issues Tracking Tool by City.

ITC2 emulates the same process with a refreshed data conversion set and any configuration changes as well as updates to interfaces and modifications.

ITC1 Entry Criteria:

Both parties must meet the following criteria before this phase begins:

- City approved ITC Test Plan
- Completion of testing of all applicable functional modules by City using customized test documents and test cases and anomalies reported in Issues Tracking Tool
- Testing by City of conversion items and anomalies reported in Issues Tracking Tool
- Rates Testing completed by City and any anomalies reported in Issues Tracking Tool
- Client/City Owned Control Forms 60% complete which must include Service Order Types, Service Order Completion Codes, critical GO Live Form letters, basic Actions. Security configuration requirements need to be defined for all user groups.
- Existing interfaces delivered by Advanced per the approved specifications/BRDs
- “To Be” Business Processes documented and approved by City
- End to End test Scripts customized by City, with feedback from Advanced
- Updates to existing custom reports, if required, delivered by Advanced
- Updates to Bill Print, Notices and Receipts, if required, delivered by Advanced
- Updates Forms letters, if required, delivered by City
- Completion by Advanced of Infinity.Mobile and Infinity.Link Enterprise configuration

ITC1 Exit Criteria:

Both parties must meet the following criteria before this phase is complete:

- All deliverables below have been achieved

Deliverables:

Advanced:

Advanced will deliver as part of this phase:

- Data Conversion Refresh, Data Validation Report(s) and review
- Timing of Advanced data conversion activities for input into the Cut Over Plan
- Onsite and remote testing assistance
- Application of CIS System software Build(s), as required
- Successful resolution of 80% of critical path conversion type tickets reported no less than 10 days from scheduled ITC2 Refresh start date
- Successful resolution of 80% of critical path configuration type tickets reported no less than 10 days from scheduled ITC2 Refresh start date, unless otherwise mutually agreed by Advanced and City
- Review of setup and connection of all API's for 3rd party products. training on process/maintenance if necessary, to City ITT– Example: Paymentus
-
- Assistance with performance testing

City:

City will deliver as part of this phase:

- Data Extract, Data Validation Report(s) and review
- Timing of City conversion activities for input into the Cut Over Plan
- User Security set-up and all Client Owned control forms 80% complete
- Infinity.Link Enterprise configuration/GUI 80% complete
- Execution of customized end to end test scripts and related activities per the Test plan, with anomalies reported in Issues Tracking Tool
- Testing of interfaces with 3rd party vendor participation (if applicable) and anomalies reported in Issues Tracking Tool
- Retesting of fixed conversion items and testing of remaining conversion additions. Anomalies reported in Issues Tracking Tool
- Documentation of test results
- Re-testing as required of fixes of reported defects
- Updates to documented To-Be Business processes
- Performance Testing

ITC2 Entry Criteria:

Both parties must meet the following criteria before this phase begins:

- End to end testing by City using customized test documents and test cases and anomalies reported in Issues Tracking Tool
- ITC2 Data Validation reviewed jointly and anomalies under investigation by both parties
- Successful resolution of 80% of critical path configuration type tickets reported no less than 10 days from scheduled ITC2 Refresh start date
- Successful resolution of 80% of conversion type tickets reported no less than 10 days from scheduled ITC2 Refresh start date
- Successful Testing of 80% of Client Owned Control Forms
- Infinity.Link Enterprise configuration/GUI complete and ready for Testing in ITC2
- Payment Processor set up complete and ready for integration testing with CIS Infinity and Infinity.Link Enterprise

ITC2 Exit Criteria:

Both parties must meet the following criteria before this phase is complete:

- All deliverables below have been achieved

Deliverables:

Advanced:

Advanced will deliver as part of this phase:

- Data Conversion Refresh, Data Validation Report(s) and review
- Timing of Advanced data conversion activities for input into the Cut Over Plan
- Onsite and remote testing assistance
- Application of CIS System software Build(s), as required
- Successful resolution of 90% of critical path conversion type tickets reported no less than 10 days from scheduled UAT Refresh start date
- Successful resolution of 90% of critical path configuration type tickets reported no less than 10 days from scheduled UAT Refresh start date, unless otherwise mutually agreed by Advanced and City
- Assistance with performance testing

City:

City will deliver as part of this phase:

- Data Extract, Data Validation Report(s) and review
- Timing of City conversion activities for input into the Cut Over Plan
- User Security set-up and all Client Owned control forms complete
- Infinity.Link Enterprise configuration/GUI complete
- Infinity.Link Enterprise testing complete and any anomalies reported in Issues Tracking Tool
- Infinity.Mobile Issues complete, and any anomalies reported in Issues Tracking Tool
- Execution of customized end to end test scripts and related activities per the Test plan, with anomalies reported in Issues Tracking Tool
- Retesting of interfaces with 3rd party vendor participation (if applicable) and anomalies reported in Issues Tracking Tool
- Retesting of fixed conversion items and testing of remaining conversion additions. Anomalies reported in Issues Tracking Tool
- Performance Testing

User Acceptance Testing (UAT)

The final phase of testing is UAT and starts with a code freeze. Only critical path items will be altered during this phase as agreed upon by both parties after analyzing the risk of introducing these changes. UAT seeks to replicate daily operations to validate the system is ready for use. Once complete, the UAT constitutes acceptance of the system as ready for Go Live. In combination with staff training readiness and organization readiness, the UAT and its acceptance help to drive the Go/No Go criteria that determine the Go live date.

Advanced will coordinate with City to select the integration test scripts that will be used during UAT.

A mock go live will also be conducted to ensure that all go live activities have been defined and estimates identified for the time and resources required to perform the work. The mock go live is staged in a similar manner as the pre-go live steps and procedures including a full data conversion and validation.

Entry Criteria:

Both parties must meet the following criteria before this phase begins:

- Successful resolution of 95% of critical path configuration type tickets reported no less than 10 days from scheduled UAT Refresh start date
- Successful resolution of 95% of critical path conversion type tickets reported no less than 10 days from scheduled UAT Refresh start date
- Approved To- Be Business Processes

Exit Criteria:

Both parties must meet the following criteria before this phase is complete:

- All deliverables below have been achieved

Deliverables:

Advanced:

Advanced will deliver as part of this phase:

- Mock GO Live (during regular business hours)
- Go/No Go
- Data Conversion Refresh, Data Validation Report and review
- Timing of Advanced data conversion activities for input into the Cut Over Plan
- Onsite and remote testing assistance
- Application of Build(s), as required
- Resolution of all reported critical path conversion and configuration issues

City:

City will deliver as part of this phase:

- Data Extract and Validation
- Timing of City conversion activities for input into the Cut Over Plan
- User Security set-up updates
- Execution of customized test scripts and related activities per the Test plan
- Documentation of test results
- Defects reported in the Issues Tracking tool
- Re-testing as required of fixes of reported defects
- Configuration/Validation sign off

End User Training

As part of the Training Plan, Advanced will work with City to jointly create the appropriate Training Matrices (part of the Training Plan) that will identify classes, schedule, and the Advanced and City staff attendance needs. The Training Plan will be reviewed and updated to include roles and responsibilities of Advanced and City staff.

Advanced will provide on-site End User training to ensure City resources secure a working knowledge of their specific areas of the CIS System. City Core Team will support Advanced in the delivery of End User Training, specifically as it relates to To-Be Business process changes.

Each End User training session will have an attendance sheet that matches the End User training schedule. Once each session is complete, City will sign-off on a Training Session Sign-off Form signifying that the training session has been completed.

Advanced will provide standard training workbooks. Customization of End User training material is the responsibility of the City.

Entry Criteria:

Both parties must meet the following criteria before this phase begins:

- Completion of Integration Testing

Exit Criteria:

Both parties must meet the following criteria before this phase is complete:

- All deliverables below have been achieved

Deliverables:

Advanced:

Advanced will deliver as part of this phase:

- Training Plan, with City input
- Four (4) weeks of onsite, Advanced lead, End User classroom training
- Software installation, configuration, maintenance, and training to City ITT
- Environment creation, refresh from Production to Test, and training to City ITT
- Software upgrade/enhancements and training to City ITT via customer portal
- Software backup setup and training to City ITT

City:

City will deliver as part of this phase:

- Input into Training Plan
- Participation in End User Training per the Training Plan
- To-Be Business Process Training
- Customization of end user training material, if required

Go Live – Cut Over

The Advanced and the City PM will jointly update the Cut-Over Plan prior to Go-live in preparation for a final transition to live. This plan will detail the steps and responsibilities for Advanced and City to transition the CIS System to City production (live) environment. The Cut-Over Plan will include but not be limited to the following items:

- Full emergency contact information
- Detailed steps, responsibilities and timing of when data extract is obtained, and data conversion refresh is returned
- Ordered steps, responsibilities and timing to ensure balancing of the system
- Determination of whether a test system is refreshed at the same time as production for any required process testing
- Post-cut-over checklist
- Criteria that determine when the system will be turned over to end user staff
- A formal release initiated by Advanced and signed by City that documents that the system has been handed to City in full balance
- Contingency Roll back plan

City will review with Advanced the Go/No-Go criteria established at UAT. These criteria shall be used to determine whether or not to proceed to GO Live. Criteria shall be measured on a weekly basis starting no later than the commencement of User Acceptance Testing. When all criteria are met, City shall issue formal authorization to proceed with the Cut-Over Plan to production.

Entry Criteria:

Both parties must meet the following criteria before this phase begins:

- System in readiness state for all critical path items
- End User training is complete

Exit Criteria:

Both parties must meet the following criteria before this phase is complete:

- All deliverables below have been achieved

Deliverables:

Advanced:

Advanced will deliver as part of this phase:

- Jointly updated Cut Over plan and Readiness Checklist
- Cut over meeting to present the plan, jointly with the City
- Participate in GO Live readiness review and decision to proceed based on Go/No Criteria, jointly with the City

- Completion of Advanced Cutover tasks as outlined in the Cut Over Plan
- Data Conversion Refresh and Validation Report
- AR Balancing Report, Year and month active confirmation, Transaction Codes Report and Rates Report
- Onsite support during cutover, including but not limited to additional training/knowledge on day to day business processes at City
- Close out plan that defines criteria for closing the project

City:

City will deliver as part of this phase:

- Jointly updated Cut Over plan and Readiness Checklist
- Cut over meeting to present the plan, jointly with the Advanced
- Notify internal and external stakeholders (customers, employees etc.) of cut over to new system and any operational disruptions per the Communication Plan
- Lead GO Live readiness review and decision to proceed based on Go/No Criteria, jointly with the Advanced
- Completion of City Cutover tasks as outlined in the Cut Over Plan
- Data Extract and Validation
- Technical staff available Go Live weekend
- Core Team and user's participation in Go Live weekend, to complete Cut Over tasks, validate system balancing and perform system catch up work halted

Post Go Live

Advanced will assist City throughout the two (2) month post live implementation phase to identify and respond to any needs and concerns. During the Post Go Live period, Advanced will supply, as per the agreement, a combination of onsite, remote, and WebEx online support to ensure a smooth transition to support. During this phase of the project, the following items will be supplied to City:

- Weekly PM and technical staff meetings to review all high-priority items.
- Combination of onsite and remote customer support.
- Introduction and transition to Support.

Throughout the Post Go Live period, the Advanced PM will continue to act as primary resource for all issues. Upon completion of the Post live support period, City will transition to the Advanced's Customer Service and Support Department as per the Support and Maintenance agreement.

Entry Criteria:

Both parties must meet the following criteria before this phase begins:

- Go Live

Exit Criteria:

Both parties must meet the following criteria before this phase is complete:

- All deliverables below have been achieved

Deliverables:

Advanced:

Advanced will deliver as part of this phase:

- Two (2) months on site and remote transition period to assist with functional issues that may arise
- Achievement of project close-out Plan
- Transition Meeting with Support

City:

City will deliver as part of this phase:

- Support team comprised of Core Team members and IT staff to respond to end user issues and log incidents in the issue tracking tool
- Provide re-training of end user, if required
- Participate in Support transition call

- Timely testing of corrections to outstanding issues (5 days)
- Project close out approval

Fees and Payment Milestones

	Description	Hours	Cost (Exclusive of Taxes)
Amendment Additional Services Fees	Project Management	820	$155,800
	Business Process Review (Discovery)	200	$38,000
	Data Conversion	340	$64,600
	Configuration & Interfaces	480	$91,200
	Training	340	$64,600
	Infinity.Link Enterprise and Mobile	385	$73,150
	Testing Support	1530	$290,700
	Reports	70	$13,300
	Amendment Additional Service Fees	**4165**	**$791,350**
Remaining Amounts from Initial SOW	Go Live		$31,875
	Post Live		$40,800
	Retainage		30,725
	Total Remaining Amounts for Initial SOW		**103,400**
	TOTAL Services to Complete SOW		**$894,750**
Estimated Travel Related Expenses Billed as Incurred	Additional Trips per Amendment	50 trips	$125,000
	Remaining Travel Budget per Original SOW	11 trips	$28,652
	Total Estimated Travel	**62 trips**	**$153,652**
	Total Services + Estimated Expenses		**$1,048,402**

Year 1 maintenance for Infinity.Link Enterprise will be $20,000

Service Payment Milestones

City will be billed monthly by Advanced for milestones completed during the month. The service fees milestones are as follows:

Reference	Milestone – City will be billed monthly for all milestones completed during the month (i.e. one invoice per month).	Invoice Amount (Exclusive of Taxes)
MP1	Project Management Month 1	$ 10,015
MP2	Project Management Month 2	$ 10,015
MP3	Project Management Month 3	$ 10,015
MP4	Project Management Month 4	$ 10,015
MP5	Project Management Month 5	$ 10,015
MP6	Project Management Month 6	$ 10,015
MP7	Project Management Month 7	$ 10,015
MP8	Project Management Month 8	$ 10,015
MP9	Project Management Month 9	$ 10,015
MP10	Project Management Month 10	$ 10,015
MP11	Project Management Month 11	$ 10,015
MP12	Project Management Month 12	$ 10,015
MP13	Project Management Month 13	$ 10,015
MP14	Project Management Month 14	$ 10,015
MP15	Re- Installation/Update of CIS Infinity Sign off	$ 20,520
MP16	Delivery of Business Process Review Workshop	$ 23,940
MP17	Updated Functional Discovery Document Signoff	$ 2,052
MP18	Delivery of Data Conversion Workshop	$ 17,442
MP19	Updated Data Conversion Plan Sign off	$ 3,489
MP20	Delivery of Interface Discovery Workshop	$ 6,840
MP21	Delivery BRDs for New Interfaces (not in Original SOW)	$ 2,052

Reference	Milestone – City will be billed monthly for all milestones completed during the month (i.e. one invoice per month).	Invoice Amount (Exclusive of Taxes)
MP22	Delivery Updated Specifications - Existing Interfaces (Original SOW)	$ 4,104
MP23	Delivery of Reports, Bills, Notices, Receipts Discovery Workshop	$ 1,368
MP24	Delivery of Updated Reports Matrix	$ 4,788
MP25	Initial Conversion Rollout	$ 20,349
MP26	Initial Configuration Rollout	$ 34,884
MP27	Completion of Core Team Training Week 1	$ 10,175
MP28	Completion of Core Team Training Week 2	$ 10,175
MP29	Completion of Core Team Training Week 3	$ 10,175
MP30	Completion of Core Team Training Week 4	$ 10,175
MP31	Completion of Testing & Script Review Workshop	$ 5,814
MP32	Data Refresh # 2 Load (Functional Testing)	$ 5,814
MP33	Completion of Functional Testing	$ 20,520
MP34	On the Job Learning - Functional Testing	$ 52,326
MP35	Delivery of Custom CIS Infinity Reports	$ 7,182
MP36	Data Refresh # 3 Load (ITC #1)	$ 5,814
MP37	On the Job Learning - ITC1 Testing	$ 52,326
MP38	Completion of Integration Testing Cycle 1	$ 39,245
MP39	Data Refresh # 4 Load (ITC #2)	$ 2,907
MP40	On the Job Learning - ITC2 Testing	$ 39,245
MP41	Completion of Integration Testing Cycle 2	$ 39,245
MP42	Data Refresh # 5 Load (UAT)	$ 2,326
MP43	On the Job Learning - UAT Testing	$ 19,623
MP44	Completion of User Acceptance Testing	$ 19,623
MP45	Delivery of End User Training - Week 2	$ 5,814

Reference	Milestone – City will be billed monthly for all milestones completed during the month (i.e. one invoice per month).	Invoice Amount (Exclusive of Taxes)
MP46	Delivery of End User Training - Week 4	$ 5,814
MP47	Infinity.Link Enterprise Workshop	$ 12,826
MP48	Installation of Infinity.Link Enterprise	$ 12,826
MP49	Infinity.Link Enterprise Discovery Document Signoff	$ 5,130
MP50	Infinity.Link Enterprise Initial Rollout	$ 20,520
MP51	Infinity.Mobile Workshop	$ 3,635
MP52	Installation/Update of Infinity.Mobile	$ 10,902
MP57	**Retainage (10% of Milestones)**	$ 79,135
	Total Additional Professional Services	**$ 791,350**

Reference	**Milestone Outstanding from Original SOW – City will be billed monthly for all milestones completed during the month (i.e. one invoice per month).**	Invoice Amount (Exclusive of Taxes)
MP53	Data Conversion for Go Live	$ 6,375
MP54	Go Live	$ 25,500
MP55	Post Live Support Month 1	$ 20,400
MP56	Post Live Support Month 2	$ 20,400
MP58	Final Acceptance - Original SOW	$ 30,725
	Outstanding Professional Services from Original SOW	**$ 103,400**

Tyler Munis General Ledger

Purpose: All financial general ledger transactions created from Advanced by various processes (billing, cash receipts etc.) will be exported to Tyler Munis Financial System in order to be posted to the City's General Ledger.
Special Logic: Transactions for each batch are summarized by General Ledger account number.Selection is by batch. The debits and credits are summarized by account number. All the cash records are summarized into one line by batch number with default description of 'UCIS Pmt' Munis import process requires a txt file. The general ledger account number is based upon the City's old Chart of Accounts (COA). The old general ledger number requires the use of a cross reference file to map to the new COA created in Munis. Advanced will be configured using new COA. The file will be based on following file specification:

Tyler Munis Field	Beg Col	End Col	Length	UCIS Field
Reference 2	1	8	8	Document Number
Reference 3	9	10	2	Document Type
Effective Date MM/DD/YYYY	11	20	10	GL Date
Signed Amount(no decimals)	21	35	15	Amount
				Explanation Default descriptions: DirDebit Bank Dep UCIS Bill Paymentus LockBoxE LockBox Canc/Rebil Fin Chg(C) MARS Bal Transf Pmt Transf
Additional Description	36	45	10	
Cross Reference Account	46	57	12	Account
Comment	58	65	8	Batch Number

Tyler Munis Refund

Purpose: A refund file will be created of all accounts that have final billed and have a credit balance. This file will be imported to Tyler Munis invoice module for Accounts Payable to generate check.
Special Logic: The vendor number will be an option that the users can enter based upon One time Pay vendor processing in Tyler Munis . Selection by batch. The department field will be hardcoded to '550' for Public Utilities Department. Munis import process requires a txt file. The file will be based on the following file specification:

Tyler field	Begin At	Ends At	Value
Hdr Row Type	1	1	'H'
Hdr Vendor Number	2	7	user defined
Hdr Dept	8	10	550
Hdr Invoice Number	11	30	
Hdr Invoice Date	31	40	Format MM/DD/CCYY
Hdr Invoice Due Date	41	50	Format MM/DD/CCYY
Hdr Invoice Total	51	63	Format (no decimals
Hdr Invoice Description	64	93	Default 'UTILITY REFUND/batch#'
Dtl Row Type	94	94	'D'
Dtl Invoice Number	95	114	
Dtl Vendor Number	115	120	user defined
Dtl Line Sequence	121	122	
Dtl Description	123	152	Default 'Utility Refund/batch#
Dtl Amount	153	165	
Dtl Cross Reference	166	178	
Vdr Row Type	179	179	'V'
Vdr Vendor Number	180	185	user defined
Vdr Name One	186	220	
Vdr Address One	221	250	
Vdr Address Two	251	280	
Vdr City	281	290	
Vdr State	291	292	
Vdr Zip	293	297	

Paymentus Payments

Purpose: Paymentus is currently used by City customers with the quick pay option and/or the customer portal. The customer portal has functionality for customers to print bill, and setup email statement processing. Paymentus Agent Dashboard is also used by customer service representative to take payments over the phone or in person using credit card or e-check payments.

Special Logic: The City currently imports a customer information file (CIF) to Paymentus, Postal Pros imports bill print pdf file to Paymentus , Paymentus exports 3 daily payment posting files to UCIS. The City will require that all improved functionality including API's be implemented. Paymentus is configured to use Wells Fargo First Data for merchant services processing.

Customer Information File Specifications:
Paymentus maintains facilities to import account and customer data from an external system in a batch file format. The default file format follows a Comma Separated Value (CSV) layout as follows:

Parameter Name	Required	Length	Description	UCIS File.Data Item
Account Number	Yes	Char(32)	Account Number	F1902.NCDOCO
Invoice Number	No	Char(32)	Invoice Number	Blank
Amount Due	Yes	Number (12,2)	Amount Due	F1902.NCCURR + F1902.NCAG1+ F1902.NCAG2+ F1902.NCAG3+F1902.NCAG4 + F1902.NCAG5 + F1902+NCAG6 + F1902.NCAG7+F1902.NCFTR+F1902.NCNAGE +F1902.NCFTR
Amount Past Due	No	Number(12,2)	Amount to be shown to the user if past due	F1902.NCAG1+ F1902.NCAG2+ F1902.NCAG3+F1902.NCAG4 + F1902.NCAG5 + F1902+NCAG6 + F1902.NCAG7
Due Date	Yes	Date mmddyyyy	Due Date	F1902.NCLBLD + 25
Authentication token1	Cond	Char(32)	If configured, user must enter matching authentication token in addition to account number to make a payment	Blank
Authentication token2	No	Char(32)	Additional authentication token	Blank
Authentication token3	No	Char(32)	Additional authentication token	Blank
Segment	No	Char(8)	CONSUMER|BUSINESS, default is CONSUMER	Blank
First Name	No	Char(64)	First name or Business contact First Name	Default

Parameter Name	Required	Length	Description	UCIS File.Data Item
Middle Name	No	Char(512)	Middle Name or Business Name	Blank
Last Name	No	Char(64)	Last Name or Business contact Last Name	F0101.ABALPH
Email	No	Char(256)		F0111.WWREM1
Day Phone	No	Number(10)	Daytime contact number	F0115. WPAR1 F0115.WPPH1
Day Ext	No	Number(10)	Daytime contact number extension	0
Evening Phone	No	Number(10)	Evening contact number	F0115. WPAR1 F0115.WPPH1
Evening Ext	No	Number(10)	Evening contact number extension	0
Address Line 1	No	Char(128)	Address line 1	F1901.NBSTNB + F1901.NBSTNM + F1901.NBDRPR
Address Line 2	No	Char(128)	Address line 2	Blank
City	No	Char(32)		F1901.NBCTY1
State/Province	No	Char(2)	State/Province abbreviation	F1901.NBADDS
Zip/Postal Code	No	Char(9)	Country specific zip/postal code	F1901.NBADDZ
Country	No	Char(2)	Default client specific country	F1901.NBCTR
Paper suppressed	No	Boolean(1)	Y/N default N. Only include this column if instructed to do so by Paymentus, otherwise skip the column (and don't include the corresponding comma)	Skip column
Days past due	No	Number(2)	Number of days account is past due	0
Min Amount	No	Number(12,2)	Minimum amount to be paid, if not supplied client configured global value is used	Default from processing option
Max Amount	No	Number(12,2)	Maximum amount to be paid, if not supplied client configured global value is used	0
Max Posting Date	No	Date mmddyyyy	Client dependent additional date to be shown to user	0

Parameter Name	Required	Length	Description	UCIS File.Data Item
Max Posting Date2	No	Date mmddyyyy	Client dependent additional date to be shown to user	0
Web Channel Block	No	Boolean(1)	Y/N if payments on the web should be blocked for this account	Blank
AD Channel Block	No	Boolean(1)	Y/N if agent assisted payments should be blocked for this account	Blank

Payment Posting File

The default file format follows a Comma Separated Value (CSV) layout as follows, first line is Header Field Names, and text values are in double quotes:

Column Name	Required	Length	Description	UCIS File.Data Item
Confirmation Number	Yes	Number(12)	Payment reference number	
Payment Amount	Yes	Number (12,2)	Payment amount	
Convenience Fee	No	Number(12,2)	Convenience fee amount if applicable	
Total Amount	Yes	Number(12,2)	Total amount paid	
Merchant Fee	No	Number(12,2)	Merchant fee if configured	
Processing Fee	No	Number(12,2)	Processing fee if configured	
Payment type	Yes	Char(32)	Paymentus assigned payment type code	
Account Number	Yes	Char(32)	Customer account number	
Customer First Name	No	Char(64)	First name or Business contact First Name if configured	
Middle Name	No	Char(512)	Middle Name or Business Name if configured	
Last Name	No	Char(64)	Last Name or Business contact Last Name if configured	
Address	No	Char(128)	Address	
City	No	Char(32)		
State/Province	No	Char(2)	State/Province abbreviation	
Zip/Postal Code	No	Char(9)	Country specific zip/postal code	

Column Name	Required	Length	Description	UCIS File.Data Item
Payment Date	Yes	Date MM/dd/yyyy HH:mm	Y/N default N. Only include this column if instructed to do so by Paymentus, otherwise skip the column (and don't include the corresponding comma)	
Payment Method Type	Yes	String(32)	VISA|MC|DISC|AMEX|VISA_DEBIT|MC_DEBIT|SAV|CHQ as configured for Client	
Payment Method	Yes	String(32)	Masked payment method with last 4 digits in clear	
Origin	Yes	String(32)	Paymentus configured origin code	
Channel	Yes	String(32)	Paymentus configured channel code	
Originator	Yes	String(32)	Payment originator|user|login	
Status	Yes	String(32)	Payment status code	
Status description	Yes	String(32)	Payment status description	
Notification status	No	String(32)	Status of the corresponding payment notification if configured	

Postal Pros Bill PDF Print File

Customer Email Bill File Specifications:

Account Number
Customer Email
First Name
Last Name
Date Suppressed

Paymentus IVR

Purpose: The City will use Paymentus IVR to schedule call out for delinquent accounts, 2-day notice, and high consumption notifications.

Special Logic: The City will use Paymentus IVR to call out for delinquent accounts and customers will have the option to make a payment using Paymentus, 2-day notice and customer will have option to pay past due amount, and high consumption notification.

Delinquent Call Out File Specifications

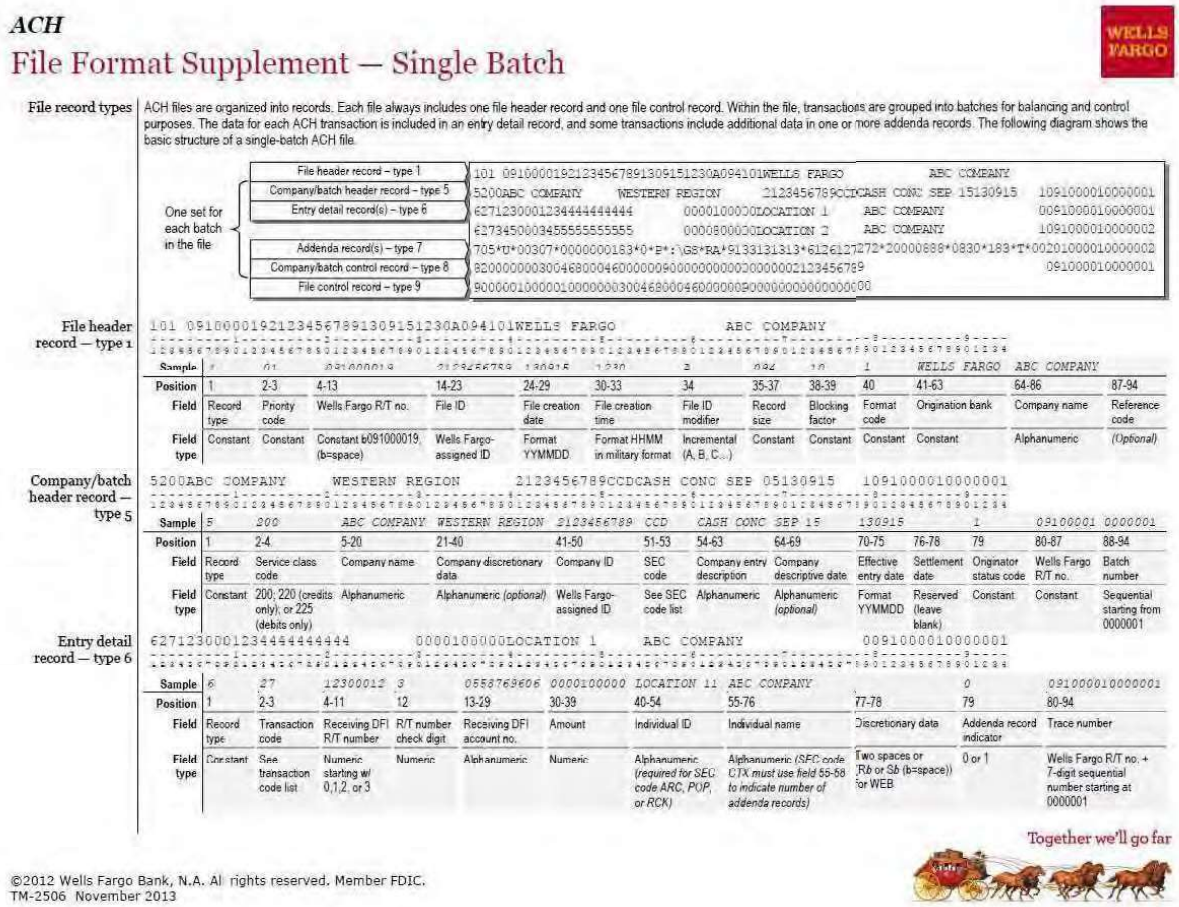
Field
Name
Phone Number
Customer Number
Account Number
Current Amount Due
Past Due Amount
Collection Level
Account Type

Wells Fargo Direct Debit

Purpose: The City sends an ACH direct debit payment file for all customers that have signed up for automatic payments.

Special Logic: ACH is run 3 times a month. Customers can sign up to have their bills automatically paid on the 5, 15, and 25th. There is maximum withdrawal amount that is defined by customer. The ACH file is based upon NACHA standards.

Direct Debit File Specifications



ACH

File Format Supplement — Single Batch

WELLS FARGO

File record types

ACH files are organized into records. Each file always includes one file header record and one file control record. Within the file, transactions are grouped into batches for balancing and control purposes. The data for each ACH transaction is included in an entry detail record, and some transactions include additional data in one or more addenda records. The following diagram shows the basic structure of a single-batch ACH file.

One set for each batch in the file:

File header record – type 1	101 091000019212345678913091512 30A094101WELLS FARGO ABC COMPANY
Company/batch header record – type 5	5200ABC COMPANY WESTERN REGION 2123456789CCDCASH CONC SEP 15130915 1091000010000001
Entry detail record(s) – type 6	627123000123444444444 0000100000LOCATION 1 ABC COMPANY 0091000010000001
	627345000345555555555 0000800000LOCATION 2 ABC COMPANY 1091000010000002
Addenda record(s) – type 7	705*U*00307*0000000183*0*P*:\GS*RA*9133131313*612612727 2*20000888*0830*183*T*00201000010000002
Company/batch control record – type 8	820000000300468000460000090000000000000000212345678 9 091000010000001
File control record – type 9	900000100000100000003004680004600000090000000000000000

File header record — type 1

101 091000019212345678913091512 30A094101WELLS FARGO ABC COMPANY

Sample	1	01	091000019	2123456789	130915	1230	A	094	10	1	WELLS FARGO	ABC COMPANY	
Position	1	2-3	4-13	14-23	24-29	30-33	34	35-37	38-39	40	41-63	64-86	87-94
Field	Record type	Priority code	Wells Fargo R/T no.	File ID	File creation date	File creation time	File ID modifier	Record size	Blocking factor	Format code	Origination bank	Company name	Reference code
Field type	Constant	Constant	Constant b091000019 (b=space)	Wells Fargo-assigned ID	Format YYMMDD	Format HHMM in military format	Incremental (A, B, C...)	Constant	Constant	Constant	Constant	Alphanumeric	*(Optional)*

Company/batch header record — type 5

5200ABC COMPANY WESTERN REGION 2123456789CCDCASH CONC SEP 05130915 1091000010000001

Sample	5	200	ABC COMPANY	WESTERN REGION	2123456789	CCD	CASH CONC	SEP 15	130915		1	09100001	0000001
Position	1	2-4	5-20	21-40	41-50	51-53	54-63	64-69	70-75	76-78	79	80-87	88-94
Field	Record type	Service class code	Company name	Company discretionary data	Company ID	SEC code	Company entry description	Company descriptive date	Effective entry date	Settlement date	Originator status code	Wells Fargo R/T no.	Batch number
Field type	Constant	200; 220 (credits only); or 225 (debits only)	Alphanumeric	Alphanumeric *(optional)*	Wells Fargo-assigned ID	See SEC code list	Alphanumeric	Alphanumeric *(optional)*	Format YYMMDD	Reserved (leave blank)	Constant	Constant	Sequential starting from 0000001

Entry detail record — type 6

627123000123444444444 0000100000LOCATION 1 ABC COMPANY 0091000010000001

Sample	6	27	12300012	3	0558769606	0000100000	LOCATION 11	ABC COMPANY		0	091000010000001
Position	1	2-3	4-11	12	13-29	30-39	40-54	55-76	77-78	79	80-94
Field	Record type	Transaction code	Receiving DFI R/T number	R/T number check digit	Receiving DFI account no.	Amount	Individual ID	Individual name	Discretionary data	Addenda record indicator	Trace number
Field type	Constant	See transaction code list	Numeric starting w/ 0,1,2, or 3	Numeric	Alphanumeric	Numeric	Alphanumeric *(required for SEC code ARC, POP, or RCK)*	Alphanumeric *(SEC code CTX must use field 55-58 to indicate number of addenda records)*	Two spaces or *RB* or *SB* (b=space)) for WEB	0 or 1	Wells Fargo R/T no. + 7-digit sequential number starting at 0000001

Together we'll go far

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TM-2506 November 2013

Addenda record — type 7

```
705*U*00307*0000000183*0*P*:\GS*RA*9133131313*6126127272*20000888*0830*183*T*00201000010000002
---------1---------2---------3---------4---------5---------6---------7---------8---------9----
12345678901234567890123456789012345678901234567890123456789012345678901234567890123456789012345
```

Sample	7	05	*U*00307*...*T*002010	0001	0000002
Position	1	2-3	4-83	84-87	88-94
Field	Record type	Addenda type code	Payment-related information	Addenda sequence number	Entry detail sequence number
Field type	Constant	05 for PPD, CCD, and CTX	Alphanumeric	Sequential number beginning with 0001; Resets to 0001 for the beginning of each type 5 record	Numeric

Company/batch control record — type 8

```
8200000003004680004600000090000000000000000002123456789                    091000010000001
---------1---------2---------3---------4---------5---------6---------7---------8---------9----
12345678901234567890123456789012345678901234567890123456789012345678901234567890123456789012345
```

Sample	8	200	000003	0046800046	000000900000	000000000000	2123456789			09100001	0000001
Position	1	2-4	5-10	11-20	21-32	33-44	45-54	55-73	74-79	80-87	88-94
Field	Record type	Service class code	Entry/addenda count	Entry hash	Total batch debit entry dollar amount	Total batch credit entry dollar amount	Company ID	Message authentication code	Blank	Wells Fargo R/T number	Batch number
Field type	Constant	Must match data in type 5 record	Numeric	Numeric	Numeric	Numeric	Must match data in type 5 record	Spaces	Spaces	Constant	Must match data in type 5 record

File control record — type 9

```
9000002000001000000040046800046000000900000000000200000
---------1---------2---------3---------4---------5---------6---------7---------8---------9----
12345678901234567890123456789012345678901234567890123456789012345678901234567890123456789012345
```

Sample	9	000002	000001	00000004	0046800046	000000900000	000000200000	
Position	1	2-7	8-13	14-21	22-31	32-43	44-55	56-94
Field	Record type	Batch count	Block count	Entry/addenda record count	Entry hash total	Total file debit entry amount	Total file credit entry amount	Filler (spaces)
Field type	Constant	Numeric	Numeric *(optional)*	Numeric	Numeric	Numeric	Numeric	Spaces

SEC codes and transaction codes

Standard Entry Class codes	
PPD	Prearranged payment and deposit entries
CCD	Corporate credit or debit
CTX	Corporate trade exchange

Transaction codes for checking accounts	
22	Credit
23	Prenote credit
27	Debit
28	Prenote debit

Transaction codes for savings accounts	
32	Credit
33	Prenote credit
37	Debit
38	Prenote debit

Wells Fargo Lockbox

Purpose: The City receives a lockbox payment file from Wells Fargo for those customers that have mailed their payment thru the payment envelope provided by the City in the bill.

Special Logic: The City automatically downloads a txt file from Wells Fargo SFTP server of mailed in payments.. A custom program will create a pending receipts batch file to be posted to the customers accounts.

LockBox File Specifications

Field	Begin	End
Account Number	1	8
Transaction Amount	9	19
Date YYMMDD	20	26

Wells Fargo LockboxE

Purpose: The City receives a LockboxE file from Wells Fargo for those customers that have paid their bill thru Wells Fargo electronic payment process.

Special Logic: The City automatically downloads a txt file from Wells Fargo SFTP server of mailed in payments. A custom program will create a pending receipts batch file to be posted to the customers' accounts.

LockBoxE File Specifications

Field	Beg	End
Account Number	1	8
Transaction Amount	9	19
Date YYMMDD	20	25
Name	26	41

MARS Payment File

Purpose: The City logs on to the MARS website for payments that customers have made thru their online bank payment website.

Special Logic: These payments are currently being entered manually. The file specification below was created and tested in previous project. The City will automatically download a txt file from SFTP server A custom program will create a pending receipts batch file to be posted to the customers' accounts.

MARS File Specifications

Field
Name
Address1
Address2
City
State
Zip
Phone
Account
Payment Amount
Merchant Name
Merchant Address
Merchant City
Merchant State
Merchant Zip

Virtuoso Collection File Record Layout

Purpose: Closed accounts with balances older than 60 day are sent to Virtuoso Collection Agency.

Special Logic:

1. Select records where open amount owed is in date range of specified begin date and the current date.
2. Include open amount greater than specified limit.
3. Verify that account is closed.
4. Headings are required in the file.
5. Customer Name is in double quotes.
6. Date format MM/DD/CCYY
7. Decimal point is included in Total_Due

Virtuoso File Specifications:

Record Type	Length
Heading	269
Detail	495

*comma delimited format

Output File Record Layout

UCIS Field Name	Length	From Position	To Position	Field Header
DOCO	14	1	14	Acct_Number
ALPH	13	15	27	Customer_Name
UCLT	13	28	40	Customer_Type
LBLD	16	41	56	Last_Billed_Date
DMT	13	57	69	Last_Pay_Date
EFT	13	70	82	Contract_Date
DLQ	16	83	98	Delinquency_Date
CED	17	99	115	Contract_End_Date
CURR	9	116	124	Total_Due
MSSN	4	125	128	SSN#
ADD1	15	129	143	Service_Addr
ADR1	16	144	159	Mailing_Addr
ADR2	16	160	175	Mailing_Addr2
ADR3	16	176	191	Mailing_Addr3
ADR4	16	192	207	Mailing_Addr4
CTY1	4	208	211	City
ADDS	5	212	216	State
ADDZ	8	217	224	Zip_Code
PH1	7	225	231	Phone#
PH2	8	232	239	Phone#2
PHN1	6	240	245	Cell#
PHN2	6	246	251	Work#
REM1	5	252	256	Email
DOB	13	257	269	Date_of_Birth

Santa Fe County Lien File

Purpose: The City may file a lien for past due accounts greater than $100.00. A lien is filed for each utility on the account past due. The liens are filed with The Santa Fe County Clerk's Office.

Special Logic: Santa Fe County Clerk will record up to 25 liens in one process. Additional selection is account type is 'owner', exclude mobile home accounts, any open service, skip sending letter if lien has been filed in the last 4 years. The report is formatted based upon requirements from the County Clerk. The City charges customers $30.00 for each lien on the account (ie. refuse, sewer, water.). A letter is generated notifying the customer a lien has been placed.
Additional selection is account type is 'owner', exclude mobile home accounts, any open service, skip sending letter if lien has been filed in the last 4 years.

Lien File Report Format

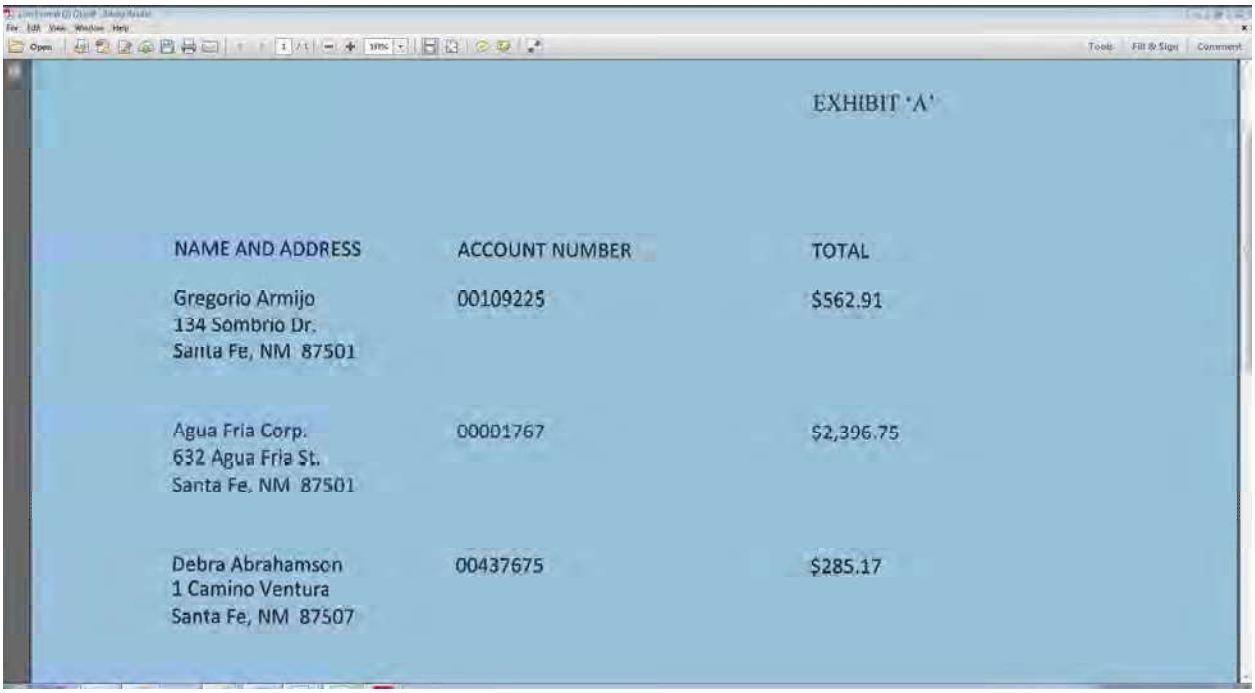

EXHIBIT 'A'

NAME AND ADDRESS	ACCOUNT NUMBER	TOTAL
Gregorio Armijo 134 Sombrio Dr. Santa Fe, NM 87501	00109225	$562.91
Agua Fria Corp. 632 Agua Fria St. Santa Fe, NM 87501	00001767	$2,396.75
Debra Abrahamson 1 Camino Ventura Santa Fe, NM 87507	00437675	$285.17

Lien Letter File

Record Type	Length
Heading	360
Detail	495

*comma delimited format

Output File Record Layout

UCIS Field Name	Length	From Position	To Position	Field Header
DOCO	14	1	14	Account_Number
ALPH	13	15	27	Customer_Name
UCLT	13	28	40	Customer_Type
LBLD	16	41	56	Last_Billed_Date
DMT	13	57	69	Last_Pay_Date
EFT	13	70	82	Contract_Date
DLQ	16	83	98	Delinquency_Date
CED	17	99	115	Contract_End_Date
CURR	9	116	124	Total_Due
MSSN	4	125	128	SSN#
ADD1	15	129	143	Service_Address
ADR1	16	144	159	Mailing_Address1
ADR2	16	160	175	Mailing_Address2
ADR3	16	176	191	Mailing_Address3
ADR4	16	192	207	Mailing_Address4
CTY1	4	208	211	City
ADDS	5	212	216	State
ADDZ	8	217	224	Zip_Code
PH1	7	225	231	Phone_#
PH2	8	232	239	Phone_#2
PHN1	6	240	245	Cell_#
PHN2	6	246	251	Work_#
REM1	5	252	256	Email
DOB	13	257	269	Date_of_Birth

Beacon Provisioning Process

Purpose: Beacon AMI solutions requires that all meters and accounts be uploaded to Beacon prior to meter reading export process. The reads are brought in based upon route and cycle. This interface will use Beacon API to update Beacon database with account and meter etc inforation.

Special Logic:

Program to populate Beacon water meter provisions formatted file

1. Dream Writer Version selection only using Meter Type = 'WTR' and 'WTC' and 'WTF', select specific meter route(s) and read cycle(s), Item Number(s) (F1905.NUMB), Service Address(s) (F1905.SAID).
2. Select records when unit number is greater than 100,000,000 to indicate valid endpoint.
3. Select records where Meter Type is equal to 'Y'.
4. Select records where meter connection ending effective date is the most recent even if it is a closed connection date or '999999'.
5. Determine High/Low Reads – Get the last consumption from the Meter Readings file when Estimated Read (F1930.MTES) is not '1' and not 'Y' and Status (F1930.MRST) is not 'C'. High Read equals previous consumption multiplied by .20 then added to the consumption. Low Read equals last consumption. When no last consumption record is found the High/Low Read values are zero.
6. Write to report, when last consumption is greater than calculated high consumption or last consumption is zero and previous consumption is zero.

Beacon Provisions File Specifications:

* File keyed/sorted by Read Cycle (RDCY) and Meter Route (MRTE)

Field Name	Field Description	Size	Formatting	UCIS File Mapping
Q1DOCO	Account_ID	32 A		F1903.DOCO
Q1FNAM	Account_First_Name	32 A		Blank
Q1LNAM	Account_Last_Name	32 A		Blank
Q1ALPH	Account_Full_Name	64 A		F0101.ALPH
Q1EMAL	Account_Email	28 A		Blank
Q1APHN	Account_Phone	16 A		Blank
Q1BAL1	Billing_Address_Line1	64 A		Blank
Q1BAL2	Billing_Address_Line2	64 A		Blank
Q1BCTY	Billing_City	64 A		Blank
Q1BSTA	Billing_State	2 A		Blank
Q1BZIP	Billing_Zip	9 A		Blank
Q1BCTR	Billing_Country	2 A		Blank
Q1SAID	Location_ID	40 A		F1905.SAID
Q1LCNA	Location_Name	64 A		Blank

Q1LAL1	Location_Address_Line1	64 A		F1901.STNB+ F1+901.STNM+ F1901.DRPR
Q1LAL2	Location_Address_Line2	64 A		Blank
Q1CTY1	Location_City	64 A		F1901.CTY1
Q1ADDS	Location_State	2 A		F1901.ADDS
Q1ADDZ	Location_Zip	9 A		F1901.ADDZ
Q1LCTR	Location_Country	2 A		Blank
Q1BLK1	Location_Latitude	15 A		F1901.BLK1
Q1LOTA	Location_Longitude	15 A		F1901.LOTA
Q1MPOS	Service_Point_ID	40 A		F1905.MPOS
Q1SPTY	Service_Point_Type	1 A		'W'
Q1RDCY	Service_Point_Cycle	12 A		F1905.RDCY
Q1MRTE	Service_Point_Route	12 A		F1905.MRTE
Q1SPCD	Service_Point_Class_Code	12 A		F1902.UCLT
Q1SPCN	Service_Point_Class_Code_Normalized	24 A		Blank
Q1SPLT	Service_Point_Latitude	15 A		F1901.BLK1
Q1SPLG	Service_Point_Longitude	15 A		F1901.LOTA
Q1NUMB	Meter_ID	24 A		F1905.NUMB
Q1ASID	Meter_SN	64 A		F1201.ASID
Q1MMNU	Meter_Manufacturer	32 A		"Badger Meter"
Q1MMDL	Meter_Model	20 A		F1201.FA1 to get description from UDC 12/F1. F0005.DL01 the first 10 characters
Q1MSIZ	Meter_Size	10 A		F1201.FA2 to get description from UDC 12/F2. F0005.DL01 the first 5 characters
Q1MIDT	Meter_Install_Date	10 A	MM/DD/CCYY	F1905.IND
Q1MIRD	Meter_Install_Start_Date	9 A		Blank

Q1MRDT	Meter_Removal_Date	10 A		Blank
Q1MRED	Meter_Removal_End_Reead	9 A		Blank
Q1SADT	SA_Start_Date	10 A	MM/DD/CCYY	F1905.IND
Q1SAED	SA_End_Date	10 A		Blank
Q1APID	Endpoint_SN	20 A		F1201.APID
Q1EPTY	Endpoint_Type	1 A		“J”
Q1RGNM	Register_Number	1 A		Blank
Q1RUOM	Register_Unit_Of_Measure	12 A		“GAL”
Q1RRES	Register_Resoluton	6 A		F1201.FA3
Q1BUOM	Billing_Unit_Of_Measure	12 A		“GAL”
Q1BRES	Billing_Resolution	6 A		100
Q1BOFF	Billing_Offset	3 A		Blank
Q1EIDT	Endpoint_Install_Date	10 A	MM/DD/CCYY	F1201.RMK or F1905.IND if F1201.RMK is blank
Q1ERDT	Endpoint_Removal_Date	10 A		Blank
Q1MSEQ	Read_Sequence	6 A		F1905.MSEQ
Q1ALCD	Alert_Code	2 A		Blank
Q1HRLT	High_Read_Limit	9 A		F1930.CNSM / Program logic #5
Q1LRLT	Low_Read_Limit	9 A		F1930.CNSM

Beacon Meter Reading Import/Export Process

Purpose: Beacon AMI solution requires an import of routes and customer account information which will allow for meter reads to be downloaded to billing system. The reads are brought in based upon route and cycle.

Special Logic: The BEACON Web Services API consists of different APIs: BEACON Data Exchange Import API and BEACON Export Data Service API v1 and v2. The documentation explains how to authenticate and get access to the API endpoints, how to create requests to the various API methods and how to interpret the results of API responses.
By calling various BEACON features through code, you can extend the system and create customized reports and other extensions to achieve specific requirements.

. Click this link to Beacon help page that includes information on Beacon API functionality.

Postal Pros Bill Print File

Purpose: The billing process creates a flat file of accounts that were billed.

Special Logic: The file has data for current month consumption, previous month consumption, and same time last year consumption in graph form.

Bill Print File Specification:

Header Record Format

From	To	Field	Description	Comments
1	2	$TYHDR	Record Format Type	'HD'
3	5	$HSEQ#	Sequence #	Sequential #
6	15	$ACCT#	Account #	
16	25	$AN8##	Address Number	
26	35	$DDATE	Net Due Date	99/99/99
36	56	$AMTDU	Amount Due	
57	77	$SCANL	Scan Line	
78	107	$PAYMS	Pay Name	
108	147	$ADD01	Address Line 1	Address Line 1
148	187	$ADD02	Address Line 2	Address Line 2
188	227	$ADD03	Address Line 3	Address Line 3
228	267	$ADD04	Address Line 4	Address Line 4
268	307	$ADD05	Address Line 5	Address Line 5
308	347	$ADD06	Address Line 6	Address Line 6
348	357	$INVDT	Invoice Date	Bill Date
358	372	$INVAT	Bill Amount	Current Bill Amount
373	387	$DDEFA	Default Amount	DPA Default Amount
388	392	$BLTY	Bill Type and Bill Format Code	
393	396	$DVRT	Divert Code	
397	397	$PSTD	Past Due Flag	
398	398	$AGGF	Aggregation Indicator	
399	408	$BPST	Bill Period Start Date	
409	418	$BPED	Bill Period End Date	99/99/99
419	427	$BLKS	Blanks	
428	442	$ADD09	Energy Assistance (Cancel Bill) Amount	
443	467	$TLADJ	Total Adjustments	
468	488	$OBALF	Balance Forward	

From	To	Field	Description	Comments
489	509	$LPAYA	Last Payment Amount	
510	519	$LPAYD	Last Payment Date	99/99/99
520	534	$DPABL	DPA Balance	
535	549	$DPAPD	DPA Payment Due	99/99/99

Email Line Record Format

From	To	Field	Description	Comments
1	2	$TYEML	Record Format Type	'EM'
3	5	$ESEQ#	Sequence #	Sequential #
6	25	$EAACT	Account #	
26	28	$ECDE3	Email Statement	'EST' 'PAY'
29	200	$EEML	Email Address	

Service Address Record Format

From	To	Field	Description	Comments
1	2	$TYSAD	Record Format Type	'SA'
3	5	$SSEQ#	Sequence #	Sequential #
6	25	$SAACT	Service Agreement Account ID	Account Number with the billing cycle code (BLCY) concatenated 1 space after the account number.
26	65	$SADDR	Service Address Information	
66	75	$SASAD	Service Address Number	

Message Line Record Format

From	To	Field	Description	Comments
1	2	$TYMSG	Record Format Type	'MS'
3	5	$MSEQ#	Sequence #	Sequential #
6	25	$MAACT	Account #	
26	200	$MSGLN	Message	

Non-Water Meter Record Format

From	To	Field	Description	Comments
1	2	$TYNWT	Record Format Type	'NW'
3	5	$NSEQ#	Sequence #	Sequential #
6	25	$NAACT	Account #	
26	28	$NMPOS	Meter Position	
29	58	$NSTYP	Service Type	
59	88	$NSDSC	Service Description	
89	109	$NAMT	Total Amount	

Water Meter Reads Record Format

From	To	Field	Description	Comments
1	2	$TYWTR	Type	'WT'
3	5	$WSEQ#	Sequence #	Sequential #
6	25	$WAACT	Account #	
26	28	$WMPOS	Meter Position	
29	35	$WCRED	Current Meter Reading	
36	42	$WPRED	Prior Meter Reading	
43	52	$WCRDT	Current Read Date	99/99/99
53	62	$WPRDT	Prior Read Date	99/99/99
63	83	$WCNSM	Billable Units – Consumption	
84	103	$WCRTY	Current Meter Reading Type	
104	123	$WRPTY	Prior Meter Reading Type	
124	133	$WNUMB	Item Number	
134	143	$WDAYS	Number of Days in Bill Period	

Graph Record Format

From	To	Field	Description	Comments
1	2	$TYGRP	Type	'GR'
3	5	$GSEQ#	Sequence #	Sequential #
6	25	$GAACT	Account #	
26	28	$GMPOS	Meter Position	
29	38	$GCRDT	Current Read Date	99/99/99
39	45	$GCRRD	Current Read	
46	66	$GCRCN	Current Consumption	
67	76	$GLTDT	Last Month Read Date	99/99/99
77	83	$GLTRD	Last Month Read	
84	104	$GLTCN	Last Month Consumption	
105	114	$G12DT	12 Months Ago Read Date	99/99/99
115	121	$G12RD	12 Months Ago Read	
122	128	$G12CN	12 Months Ago Consumption	

Trailer Record Format

From	To	Field	Description	Comments
1	2	$TYTLR	Record Format Type	'TR'

From	To	Field	Description	Comments
3	5	$TSEQ#	Sequence #	Sequential #
6	15	$TTCNT	Total Record Count	Total line count.

Postal Pros Letter Files

Purpose: The City currently send data file to postal pros to print continuous consumption letters, final bill letters, and lien letters. This is the same layout as the Lien output file. Same with Virtuoso letter . The 2 day notice letter is done by the city.

Special Logic: The Final bill letter is send to customer when the account has final billed and is 30 days past due. If the account has not been paid 30 days after the final bill letter. The account is sent to Virtuoso for Collections action.

Final Bill Letter File

Output File Record Layout

UCIS Field Name	Length	From Position	To Position	Field Header
DOCO	14	1	14	Account_Number
ALPH	13	15	27	Customer_Name
UCLT	13	28	40	Customer_Type
LBLD	16	41	56	Last_Billed_Date
DMT	13	57	69	Last_Pay_Date
EFT	13	70	82	Contract_Date
DLQ	16	83	98	Delinquency_Date
CED	17	99	115	Contract_End_Date
CURR	9	116	124	Total_Due
MSSN	4	125	128	SSN#
ADD1	15	129	143	Service_Address
ADR1	16	144	159	Mailing_Address1
ADR2	16	160	175	Mailing_Address2
ADR3	16	176	191	Mailing_Address3
ADR4	16	192	207	Mailing_Address4
CTY1	4	208	211	City
ADDS	5	212	216	State
ADDZ	8	217	224	Zip_Code
PH1	7	225	231	Phone_#
PH2	8	232	239	Phone_#2
PHN1	6	240	245	Cell_#
PHN2	6	246	251	Work_#
REM1	5	252	256	Email
DOB	13	257	269	Date_of_Birth

ESRI ARC GIS

Purpose: The City will have ability to use ARC GIS to for information on service address location and meter information that is currently housed in City's GIS. This should functionality integrated in Advanced CIS.

Special Logic: This should functionality integrated in Advanced CIS.

GIS /Service Address Verification and Validation

1. **Purpose**: The purpose of this interface is to keep the addresses in CIS and GIS in sync. The addresses will be created in GIS. Advanced will use an API to do a real time call to GIS to validate address If the address is not in the GIS file , there is a warning message or approval process before user can proceed.

   Special Logic:

Meter Inventory Import

Purpose: This import will create a meter asset record in Advanced CIS based upon meter purchased for inventory.

Special Logic: Meters are purchased in large quantities. Each meter has an assigned endpoint. The meter and endpoint inventory information will be provided in an excel spreadsheet.

Meter Inventory File Specification:
Meter Number
Endpoint Number
Meter Size
Resolution
Meter Model
Purchase Order Number
Purchase Date

User Input and Default Values:
Default description of '5/8" M25 Badger Water Meter'
Default company of '5300'
Default parent number of '9999999'
Default business unit of '52363'
User input for date acquired
Default equipment status of 'In Inventory'
Default account number '5300.121370'
Default item quantity of '1'
Default location code of 'SDCWTD'
User input for purchase order# in remark field
User input for start date
Default flag for residential water billing ('WTR')
Default code for 6 Dials
Default code for 'Public Works'
Default code for 'M25'
Default code for 5/8" meter size
Default .01 for meter resolution
Default code for 'Beacon' meter type
Default code for Unit of Measure '100'
Default code for 'Transfer Meter' label
Default '52209.57055' for Original Cost Account
Default code for Equipment Class 'Utility Systems'
Default code for Accounting Class 'Equipment & Machinery'

Sample Excel Spreadsheet:

216 ▪ 5/8" BADGER M▪25 METERS US GALLONS w/ ENDPOINTS / PO#18194864, 01/31/2019.														
CSF#	MNF#	END POINT #		CSF#	MNF#	END POINT #		CSF#	MNF#	END POINT #		CSF#	MNF#	END POINT #
150768	150768	110491228		150818	150818	110491198		150868	150868	110497909		150918	150918	110493379
150769	150769	110491180		150819	150819	110491185		150869	150869	110497530		150919	150919	110491275
150770	150770	110493369		150820	150820	110492709		150870	150870	110501079		150920	150920	110975504
150771	150771	110491282		150821	150821	110491215		150871	150871	110501179		150921	150921	110491268
150772	150772	110491317		150822	150822	110491204		150872	150872	110501075		150922	150922	110491305
150773	150773	110491272		150823	150823	110491186		150873	150873	110497544		150923	150923	110491153
150774	150774	110491196		150824	150824	110491314		150874	150874	110499149		150924	150924	110491205
150775	150775	110491191		150825	150825	110491325		150875	150875	110495602		150925	150925	110491304
150776	150776	110493498		150826	150826	110489901		150876	150876	110501112		150926	150926	110491320
150777	150777	110491242		150827	150827	110490060		150877	150877	110497461		150927	150927	110491224
150778	150778	110491286		150828	150828	110490025		150878	150878	110497620		150928	150928	110491219
150779	150779	110491258		150829	150829	110491207		150879	150879	110497795		150929	150929	110491309
150780	150780	110491189		150830	150830	110491070		150880	150880	110499125		150930	150930	110489722

Winter Average

Purpose: The city has some unique billing requirements for sewer. All residential accounts are billed variable sewer based upon 3 month winter average for reads in December, January and February.

Special Logic: The winter average process totals consumption per service address within the three month date range (December, January, February)
- skips reads that are canceled
- skips reads where consumption is zero and read type is a 'turn on' or 'turn off' or read source is a 'work order read'
- totals all valid reads per month
- if the total for a specific month is less than the minimum of 1000 and not zero then the minimum is the consumption for the month
- if total for all months is greater than zero then divide consumption by the number of months that any valid read was found
- if the total for all months is zero then the minimum (1.0) is the average consumption

**there could be multiple meter positions per service address so all the consumption are included in the average calculation for the service address

Low Income Credit

Purpose: The City offers an annual and quarterly Low Income Credit (LIC) for customers that apply and income is within 150% of federal poverty guidelines. The annual credit automatically credits back residential refuse charges, sewer charges, and water service charges. Customers are responsible for consumption.

Special Logic: The annual credit setup on the account as a credit bill item table. The quarterly adjustment is processed as an adjustment that is credited in total the first month of the adjustment.

COD Billing Calculation

Purpose: Chemical on Demand (COD) is used to test grease in oil traps used by restaurants using the attached complex calculation.

Special Logic:

COD Calculation:
Average consumption * COD = SUM
SUM * % of water use = SUM
SUM * per lb of COD = SUM
SUM * convert factor = SUM
SUM * Tax = Total COD Amount

- Average consumption is a calculated amount based on water consumption for commercial accounts
- COD is a retrieved value from RSCOD file by order number
- % of water use is a user defined value (code = WU /090)
- per lb of COD is a user defined value (code = LB/039)
- convert factor is a user defined value (code = CF/834)
- Tax is a user defined value (code = TAX/105)

Exhibit B – Link Enterprise

Item & Requirements	Deliverable
<u>Site Registration:</u> Ability for customers to register for account access. An email confirmation will be sent to customers to validate their registration request. A welcome email will be sent after confirmation.	Online form for customer to enter: o Username o Password o Security Question/Answer o Paperless billing opt-in o Email consent opt-in o First name/Last name o Email o Telephone o Mobile o Account Number o Registration token (Meter Number, Zip, SSN, etc.) o Google reCAPTCHA v2 o Accept Terms & Conditions Verification email template. Online account welcome email template.
<u>Reset Password:</u> Ability for customers to reset their forgotten password or disabled login.	Online form for customer to enter email address. Email template with encrypted link to reset password workflow where customers will need to enter a response to their security question. Successful answers will allow customers to enter a new password with a password strength indicator.
<u>Forgot Username:</u> Ability for customers to request a forgotten username.	Online form for customers to enter account number and Registration token (Meter Number, Zip, SSN, etc.) Email template with username reminder.
<u>Login:</u> Login page for customers to access the portal.	Online form for customers to enter username and password for site login. Links to: o registration o reset password o forgot access code o contact us Quick/One-time Pay option that will link to Paymentus one-time payment page.

	Messaging for site features and various corporate programs.
<u>Customer Dashboard:</u> Show a dashboard after login containing a summary of the customer account information.	Ability to view and select multiple accounts linked to the site login. **Selected account** ribbon showing: o Past Due Alert o Account number o Service address o Customer name o Account balances o Total Balance o Current Balance o Past Due o Payment plan o Nickname **Navigation tabs** providing access to various site features based on the customer type. **Current Bill** section showing: o Current balance o View current bill button o Pay bill button o Pre-authorized payment messaging if applicable **My Recent Usage** section showing: o Usage on current bill o Usage on previous bill o Amount of usage more or less than previous bill o Reasons why usage is higher or lower o Link to view more history **My Recent Account Activity** section showing a table of the 5 most recent transactions for the account. Columns can include: o Transaction date o Description o Amount o Balance o Link to view all transaction history Left Carousel showing carousel slides specific to CDM activities and programs. Right Carousel showing carousel slides specific to CDM activities and programs Rate this page comments and star ratings

<u>Bills & Payment:</u> Show account billing history with the ability to view PDF bills and pay bills online via SSO integration with the PCI compliant payment portal provider (Paymentus). Notifications to customers for new bills, payment reminders and late payments also managed by payment portal provider (Paymentus).	Show a listing of bills available online for the current account. o Bill listing will be retrieved from AUS Infinity CIS. o Bill image PDFs will be retrieved from AUS Infinity CIS **My Electronic Bills** section listing details can include: o View Bill Button o Bill Date o Bill Amount o Due Date **Pay Bill** section showing: o Current Balance o Pre-authorized payment enrolment messaging if applicable o Pay My Bill Button with SSO link to Paymentus landing page. o Auto Pay Button with SSO link to Paymentus landing page. o Paperless Button with SSO link to Paymentus landing page.
<u>Payment Activity:</u> Show account payment history showing debit and credit activity with the ability to download details in spreadsheet format.	Show a listing of charges and payments for the current account. o Payment history will be retrieved from AUS CIS. **Your Payment Details** section can include: o Payment Date o Description o Amount o Balance o Download to spreadsheet button will generate a CSV file for customers to download.
<u>Billed Consumption (Non-Smart Meter) Usage:</u> Show billed consumption (non-smart meter) reading details for Water services in an interactive chart with reading details available in a table format. Provide the ability to download reading details in spreadsheet format.	Show navigation buttons for access to Water based on the customer profile. o Usage history will be retrieved from AUS Infinity CIS. **Usage Report Subscription** button allows customers to subscribe to the portal reporting service where usage reports and attachments can be emailed on a selected schedule. *<u>NOTE</u>: Usage Report Subscriptions are dependent on a water usage nightly extract file implementation* **My Events** section includes: o Allow customer to define events that mark important dates that could impact usage. Events can be shown on the chart as annotations. **Interactive Chart** section can include: o Dropdown select list of meters attached to the current account.

	○ Usage summary tiles for lowest usage, highest usage and average usage for the past X months. Tile details will show usage units, cost (if available) and billing period. ○ Consumption bar charts showing monthly reads and temperature overlays – average temperature, humidity and precipitation. **Consumption Details** table section can include: ○ Meter ID ○ Reading date ○ Description ○ Consumption ○ Download to spreadsheet button will generate a CSV file for customers to download.
<u>Compare Last Bill:</u> Similar to My Recent Usage widget on the dashboard with the ability to compare other read dates.	Usage history will be retrieved from CIS Infinity. **Compare Last Bill** section showing: ○ Dropdown select list of meters attached to the current account. ○ Dropdown select list for Amount (if available) or Value inquiries where Amount presents the usage in dollar amounts and Value presents the usage in Electric and Water values. ○ Dropdown select list of billing periods available for inquiry. ○ Usage on current bill ○ Usage on previous bill ○ Amount of usage more or less than previous bill ○ Reasons why usage is higher or lower
<u>Compare Usage to Last Year:</u> Show customers their usage this year and how it compared to last year along with weather overlays	Usage history will be retrieved from CIS Infinity. **Compare Usage to Last Year** section can include: ○ Dropdown select list of meters attached to the current account. ○ Dropdown select list for Usage inquiries where Usage presents consumption in units of measure. ○ Interactive chart showing consumption bars for the billing periods this year and last year. ○ Weather overlays for current and previous year – average temperature, humidity and precipitation.
<u>Compare Usage in My Area:</u> Show customers how their Water usage compares to their previous billing period and surrounding neighbours with similar account types.	Not in Scope

Service Requests: Show account service request summary with the ability to download details in spreadsheet format.	Show a listing of CIS Infinity service requests for the current account that are available for online viewing. ○ Service request history will be retrieved from CIS Infinity. **Your Service Request Summary** section can include: ○ Request date ○ Request Number ○ Request Type ○ Status ○ Download to spreadsheet button will generate a CSV file for customers to download.
My Profile: Provide a facility for customers to manage their portal login profile to change personal details, add/remove accounts and set various alerts.	**My Account Profile** section can include: ○ Username ○ First & Last Name ○ Security question and answer ○ Email ○ Telephone & Extension ○ Mobile ○ E-Billing (paperless) opt-in/out ○ Email consent opt-in/out ○ Password with password indicator **Account Access List** section can include: ○ Add account – Account Number and Registration token (Meter Number, Last Payment, SSN, etc.) ○ Favourite account selector/indicator ○ Account Number ○ Nickname ○ Service Address **My Subscriptions** section can include: ○ Subscription button to sign-up, change or unsubscribe to the report ○ Report name ○ Subscription settings ○ Last Sent – date and time ○ *NOTE: Subscriptions are dependent on a water usage nightly extract file implementation*
Profile – Guest Access: Provide a facility for customers to invite and manage guest users for online access to their accounts.	**Invite someone for Guest Access** section includes: ○ Account number dropdown list ○ Guest Email ○ Access Settings **You have granted Guest Access** section includes: ○ Account Number

	○ Guest Email ○ Guest Status ○ Access Details **You have been invited as a Guest** section includes: ○ Account Number ○ Name ○ Access Details
Customer-Facing Smart Forms Provide customers the ability to submit specific service requests.	**Customer-Facing Smart Forms** to be delivered**:** ○ New Customer Application ○ Transfer of Service ○ Disconnect of Service ○ Update Mailing Address ○ Simple Service Request

Setup Server & Install Software

	Description	Comments	Responsible
	Install hardware	Santa Fe to setup a server connected to the Internet. Santa Fe will provide remote access to this server to AUS for the duration of the project where AUS can install and configure the solution as required.	Santa Fe
	Install/Configure App Server	AUS to install and configure the Application Server.	AUS
	Install & Configure Web Server	AUS to install and configure the HTTP Server software.	AUS
	Install & Configure Web Server Plugin	AUS to install and configure the Web Server plugin software.	AUS
	Install & Configure Database	AUS to install and configure Database software and load Link Enterprise database.	AUS
	Link Enterprise Folders	AUS to setup transfer folders and scheduled jobs for nightly data import/export of data if required.	AUS
	Email Server Availability	Santa Fe to provide access to an email server so that Link Enterprise can send email notifications to customers in the public domain. Needs to relay messages as required.	Santa Fe

Configure Link Enterprise

	Description	Comments	Responsible
Customer Account Portal			
	Determine Registration page criteria	Santa Fe to determine what information will be required by customers to register new web accounts.	Santa Fe
	Customer service/support emails and notification lists	Santa Fe to provide a list of customer service or support emails that will get notified for site issues.	Santa Fe
	Customize content for portal pages:	Santa Fe to review content text and provide updates to AUS team to apply to the site.	Santa Fe / AUS
	Account Master (ACCMST) Integration	AUS integration points for customer account and service details using CIS Infinity RESTful APIs.	AUS
	Payment History (PAYHIST) Integration	AUS integration points for customer transaction history (debit & credit) details using CIS Infinity RESTful APIs.	AUS
	Water Consumption (WATCONSUM) Integration	AUS integration points for customer Water consumption details using AUS Web Service APIs.	AUS
	WATCONSUM Data Extract	AUS to populate Water consumption information (Subscription Reporting) based on documentation provided by AUS. AUS to configure and test CIS data extracts.	AUS
	Portal User Profile (USRMST) Integration	AUS integration points for portal user profile updates using CIS Infinity RESTful APIs.	AUS
	E-Bill History (BILLMST) Integration	AUS integration points for customer bill history details using CIS Infinity RESTful APIs.	AUS
	E-Bill Image Presentment	AUS integration points for customer bill PDF web presentment using CIS Infinity RESTful APIs.	AUS
	E-Bill Notification	Managed by Paymentus	Paymentus
	Online Payment Integration	AUS integration points for customer online payment using Paymentus Web Service APIs.	AUS
	Define site hostname	Santa Fe to register required domain names for customer portal.	Santa Fe

	SSL Certificate for site	AUS to generate SSL certificate request for secure site access. Santa Fe responsible for purchasing SSL certificate from certification authority (ie Verisign). AUS to install purchased certificate to web server.	Santa Fe / AUS
	Email template customization	Santa Fe to provide specific layout of email notification templates including: ○ Forgot Password ○ Forgot User Name ○ Registration Request ○ Registration Confirmation ○ Guest Access ○ Subscription Reports	Santa Fe / AUS
	Verify email working	AUS to test email flow and verify receipt.	AUS
	Setup Test Server	AUS to setup a test server environment for ongoing support and upgrade testing.	AUS

Configure Link Enterprise Smart Forms

	Description	Comments	Responsible
Forms & Integration			
	Determine Specific Field Validation Rules	Santa Fe to determine specific validations for mandatory field and account field masks. AUS to configure.	Santa Fe / AUS
	Form Wording	Santa Fe to provide wording for terms and conditions. Santa Fe to provide any field label changes. AUS to implement.	Santa Fe / AUS
	Field Selection	Santa Fe to review form field selections and provide any required changes. AUS to configure.	Santa Fe / AUS
	Site Images and Form Headers	Santa Fe to provide form images and header requirements. AUS to implement.	Santa Fe / AUS

	Confirmation Email Wording	Santa Fe to provide wording and details for the confirmation email. AUS to implement.	Santa Fe / AUS
	Web Service API Availability	AUS and Santa Fe to ensure the appropriate CIS Infinity RESTful APIs are installed and available for testing. AUS integration points for customer account and service details using CIS Infinity RESTful APIs for all applicable forms: ○ New Customer Connection ○ Transfer of Service ○ Disconnect of Service ○ Update Mailing Address ○ Simple Service Request	Santa Fe / AUS / AUS
Host Configuration			
	Define site hostname	Santa Fe to register required domain names for customer portal.	Santa Fe
	SSL Certificate for site	AUS to provide SSL certificate request for secure site access. Santa Fe responsible for purchasing SSL certificate from certification authority (ie Verisign). AUS to install purchased certificate to web server.	Santa Fe / AUS
	Verify email working	Sante Fe / AUS to test email flow and verify receipt.	Sante Fe / AUS

Training provided by AUS has several elements as follows:

Server Administration Training will include:

- ❑ Up to 2 hours of training for two administrators.
- ❑ How the Application Server is configured.
- ❑ How to start and stop the services.
- ❑ How to find the logs and troubleshoot.

Link Enterprise Administration Training will include:

- ❑ Up to 2 hours of training for two administrators.
- ❑ How to manage users, navigation, language labels, and other administrative aspects of the software.

- ❑ Location of various resources and assets on the file system.
- ❑ Troubleshooting.
- ❑ Up to 2 hours of training for CSRs.
- ❑ Review site features and get CSR team familiar with how to use the site.
- ❑ Usually provided in two 1-hour group training sessions.

AUS Smart Forms Administration Training will include:

- ❑ Up to 2 hours of training for two administrators.
- ❑ How to manage users, navigation and other administrative aspects of the software.
- ❑ Up to 2 hours of training for CSRs.
- ❑ Review site features and get CSR team familiar with how to use the CSR Dashboard.
- ❑ Usually provided in two 1-hour group training sessions.

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: N. Harris Advanced Computer

Procurement Title: Upgrade of Billing System
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 PUD Staff Name Nancy Jimenez

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: Emergency Form

Nancy L Jimenez
Nancy L Jimenez (Feb 24, 2021 16:34 MST)

Nancy Jimenez, UCS Division Director — Utility Billing Division Director

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

Fran Dunaway
Fran Dunaway (Mar 1, 2021 09:30 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.

*

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/25/2020

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	CONTACT NAME:	Mark Warren	
Marsh Canada Limited 120 Bremner Blvd., Suite 800 Toronto, ON M5J 0A8	PHONE (A/C, No, Ext):	1-844-990-2378	FAX (A/C, No):
	EMAIL ADDRESS:	CertificateRequestsCanada@marsh.com	

	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A:	Federal Insurance Company	20281
INSURER B:		
INSURER C:	Chubb Insurance Company of Canada	
INSURER D:		
INSURER E:		
INSURER F:		

INSURED

CONSTELLATION SOFTWARE INC. AND
N. HARRIS COMPUTER CORPORATION
2429 MILITARY RD. #330, NIAGARA FALLS, NY 14304

COVERAGES **CERTIFICATE NUMBER: 20/21-379** **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 CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC OTHER:			9950-48-39	09/27/2020	09/27/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG TENANTS LEGAL LIABILITY	$ 1,000,000 $ $ 25,000 $ 1,000,000 $ 2,000,000 $ 1,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS			73600397	09/27/2020	09/27/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $			78183369	09/27/2020	09/27/2021	EACH OCCURRENCE AGGREGATE	$ 14,000,000 $ 14,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? NO (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		7176-4342	09/27/2020	09/27/2021	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	TECHNOLOGY ERRORS & OMISSIONS LIABILITY			9950-48-39	09/27/2020	09/27/2021	PER CLAIM AGGREGATE SIR	$ 5,000,000 $ 5,000,000 $ 1,000,000

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

EVIDENCE OF INSURANCE
THE US COMMERCIAL GENERAL LIABILITY POLICY, US AUTOMOBILE POLICY, US WORKER'S COMPENSATION & EMPLOYER'S LIABILITY POLICY AND TECHNOLOGY E&O LIABILITY POLICY HAVE BEEN PLACED BY SERVICE OF MARSH USA INC. MARSH CANADA LIMITED HAS ONLY ACTED IN THE ROLE OF A CONSULTANT TO THE CLIENT WITH RESPECT TO THESE PLACEMENTS WHICH ARE INDICATED HERE FOR YOUR CONVENIENCE.

CERTIFICATE HOLDER

CITY OF SANTA FE
801 W. SAN MATEO
SANTA FE, NM 87504

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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License Details | Tax Districts | Main Menu

License Details

License Type:	Business License - Standard	**District:**	Default	**Applied Date:**	12/04/2020
Period Start Date:	12/07/2020				
Status:	Renewed			**Expiration Date:**	12/07/2021

Business | Locations | Fees | Inspections | Attachments | Contacts | Holds | Classifications | More Info

Business | Next Tab | License Details | Main Menu

Business

Company Name:	ADVANCED UTILITY SYSTEMS	**DBA:**	ADVANCED UTILITY SYSTEMS	**Open Date:**	10/23/2013
Company Type:	Corporation	**Status:**	Active	**Closed Date:**	
District:	Default			**Last Audit Date:**	
Location:	Commercial				
Description:					

nharris draft 2

Final Audit Report 2021-02-24

Created:	2021-02-24
By:	Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAYNJMYxjtbM2oklqe7g4JZJY3jq57blmE

"nharris draft 2" History

Document created by Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
2021-02-24 - 11:10:16 PM GMT- IP address: 63.232.20.2

Document emailed to Nancy L Jimenez (nljimenez@santafenm.gov) for signature
2021-02-24 - 11:14:25 PM GMT

Email viewed by Nancy L Jimenez (nljimenez@santafenm.gov)
2021-02-24 - 11:32:42 PM GMT- IP address: 104.47.65.254

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Signature Date: 2021-02-24 - 11:34:18 PM GMT - Time Source: server- IP address: 63.232.20.2

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Email viewed by Shannon Jones (swjones@santafenm.gov)
2021-02-24 - 11:36:00 PM GMT- IP address: 174.237.132.237

Document e-signed by Shannon Jones (swjones@santafenm.gov)
Signature Date: 2021-02-24 - 11:36:19 PM GMT - Time Source: server- IP address: 174.237.132.237

Document emailed to AJH (ajhopkins@santafenm.gov) for signature
2021-02-24 - 11:36:24 PM GMT

Email viewed by AJH (ajhopkins@santafenm.gov)
2021-02-24 - 11:54:40 PM GMT- IP address: 104.47.65.254

Document e-signed by AJH (ajhopkins@santafenm.gov)
Signature Date: 2021-02-24 - 11:55:01 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2021-02-24 - 11:55:01 PM GMT

City of Santa Fe
POWERED BY Adobe Sign

ITEM # 13-1137

CITY OF SANTA FE

Information Technology
Agreement between the City of Santa Fe and N. Harris Computer Corporation
Contract No. 13-1137

THIS Information Technology Agreement ("Agreement") is made by and between the City of Santa Fe, hereinafter referred to as the "City" and N. Harris Computer Corporation, hereinafter referred to as the "Contractor" or "Harris" and collectively referred to as the "Parties". This Agreement is comprised of this Agreement, plus Exhibits "**A**" (Scope of Work/Services), "**B**" (Software License Agreement) an "**C**" (Support and Maintenance Agreement), which are attached hereto and incorporated herein by reference.

WHEREAS, pursuant to the Procurement Code, NMSA 1978 13-1-28 *et.seq*; and Procurement Code Regulations, NMAC 1.4.1 *et.seq*; the Contractor has held itself out as expert in implementing the Scope of Work as contained herein and the City has selected the Contractor as the offeror most advantageous to the City;

WHEREAS, all terms and conditions of the RFP and the Contractor's response to such document(s) are incorporated herein by reference; and

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

ARTICLE 1 – DEFINITIONS

A. "Acceptance" shall mean the approval, after Quality Assurance, of all Deliverables by an executive level representative ("Executive Level Representative") of the City.
B. "Change Request" shall mean the document utilized to request changes or revisions in the Scope of Work.
C. "Deliverable" shall mean any verifiable outcome, result, service or product that must be delivered, developed, performed or produced by the Contractor as defined by the Scope of Work.
D. "Escrow" shall mean a legal document (such as the software source code) delivered by the contractor into the hands of a third party, to beheld by that party until the performance of a condition is accepted; in the event contractor fails to perform, the grantee agency receives the legal document, in this case, source code.
E. "Enhancement" means any modification or addition that, when made or added to the program, materially changes its or their utility, efficiency, functional capability, or application, but does not constitute solely an Error Corrcction. After conferring with City, an Enhancement may be identified as minor or major.
F. "Executive Level Representative" shall mean the individual empowered with the authority to represent and make decisions on behalf of the City's executives.
G. "Know How" shall mean all technical information, data and knowledge including, but not limited to, all documents, computer storage devices, drawings, flow charts, plans, proposals, records, notes, memoranda, manuals and other tangible items containing,

relating or causing the enablement of any Intellectual Property developed under this Agreement.

H. "Intellectual Property" shall mean any and all proprietary information developed pursuant to the terms of this Agreement but will not include any software and all underlying rights therein, which will remain with Contractor and/or the applicable third party.

I. "Independent Verification and Validation ("IV&V")" shall mean the process of evaluating a project and the project's product to determine compliance with specified requirements and the process of determining whether the products of a given development phase fulfill the requirements established during the previous stage, both of which are performed by an entity independent of the City.

J. "Payment Invoice" shall mean a detailed, certified and written request for payment of services rendered from the Contractor to the City. Payment Invoice(s) must contain the fixed price Deliverable cost and identify the Deliverable for which the invoice is submitted.

K. "Performance Bond" shall mean a surety bond which guarantees that the contractor will fully perform the contract and guarantees against breach of contract.

L. "Project" shall mean a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved and project approval is given by the Executive Level Representative and verified by the agency CIO to the DoIT. If applicable, under the terms of this Agreement the Project is the implementation of the City's information technology system for utility billing.

M. "Project Manager" shall mean a qualified person from the City responsible for all aspects of the Project or the administration of this Agreement. Under the terms of this Agreement, the Project Manager shall be Peter Ortega or designated representative.

N. "Punch List" means a list of outstanding Services to be completed by the Contractor which has been mutually agreed and documented at or prior to Go Live.

O. "Punch List Acceptance" means the earlier of completion of a Punch List item to the reasonable satisfaction of the City or 10 business days from the City's receipt of the Punch List item from the Contractor unless the City has provided written notification to the Contractor of any deficiencies.

P. "System Acceptance" shall mean prior to Go-Live, project completion criteria (the "Punch List") will be mutually agreed and documented in CustomerWise. "Acceptance" of a Punch List item shall be considered to occur upon the earlier of completion of a Punch List item to the reasonable satisfaction of the City or 10 days from the City's receipt of the Punch List item from the Contractor unless the City has provided written notification to the Contractor via CustomerWise of any deficiencies. The Retainage milestone will be invoiced upon acceptance of all Punch List items in accordance with Articles 3 and 4 herein.

Q. "Quality Assurance" shall mean a planned and systematic pattern of all actions necessary to provide adequate confidence that a Deliverable conforms to established requirements, customer needs, and user expectations.

ARTICLE 2 – SCOPE OF WORK

A. Scope of Work. The Contractor shall perform the work as outlined in **Exhibit A –**

Schedule A, attached hereto and incorporated herein by reference.

B. Performance Measures. Contractor shall substantially perform the Performance Measures set forth in Exhibit A. In the event the Contractor fails to obtain the results described in Exhibit A, the City may provide written notice to the Contractor of the default and specify a reasonable period of time in which the Contractor shall advise the City of specific steps it will take to achieve these results and the proposed timetable for implementation. Nothing in this Section shall be construed to prevent the City from exercising its rights pursuant to **Article 6.**

C. Schedule. The due dates, as set forth in Exhibit A, shall not be altered or waived by the City without prior written approval, through the Change Management process, as defined in **Article 14**.

D. License. For the purposes of this Agreement, the terms "Software", "License", "License Agreement" and "Release" shall have the definitions given to them in Exhibit "B". The Contractor hereby grants the City the Licenses. All Licenses granted are subject to the terms in the License Agreement and all of the rights, obligations and restrictions detailed therein.

Subject to the specific terms in the License Agreement, the City shall have the right to copy the Software only for the following purposes: archival, disaster recovery, backup and training. All archival, disaster recovery and backup copies of the Software are subject to the provisions of this Agreement. No right to modify the software will be given.

The City shall also be provided with the right to be a beneficiary to an escrow agreement that is more fully described in Exhibit "C", being the Support and Maintenance terms. For so long as the City has paid for support and maintenance services pursuant to the terms of Exhibit "C", it shall have the rights to the escrow in the Software as detailed therein.

ARTICLE 3 - COMPENSATION

A. Compensation Schedule. The City shall pay to the Contractor based upon fixed prices for each Deliverable, per the schedule outlined in Exhibit A, **less retainage as identified in Paragraph D** in accordance with the Payment Schedule B that is attached to Exhibit A.

B. Payment. The total compensation under this Agreement shall not exceed $1,033,476 including New Mexico gross receipts tax in accordance with the Payment Schedule B, attached to Exhibit A.

Payment shall be made upon Acceptance of each Deliverable and upon the receipt and acceptance of a detailed, certified Payment Invoice. Payment will be made to the Contractor's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall

be tendered to the Contractor within thirty (30) days of the date of written certification of Acceptance. All Payment Invoices MUST BE received by the City no later than fifteen (15) days after the termination of this Agreement. Payment Invoices received after such date WILL NOT BE PAID.

C. Taxes.

The Contractor **shall** be reimbursed by the City for applicable New Mexico gross receipts taxes, excluding interest or penalties assessed on the Contractor by any authority. The payment of taxes for any money received under this Agreement shall be the Contractor's sole responsibility and should be reported under the Contractor's Federal and State tax identification number(s).

Contractor and any and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the City harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

D. Retainage. The City shall retain fifteen **percent (15%)** of the fixed-price Deliverable cost for each Deliverable that is the subject of this Agreement as security for full performance under the terms of this Agreement. All amounts retained shall be released to the Contractor upon System Acceptance of the final Deliverable.

ARTICLE 4 – ACCEPTANCE

A. Submission. Upon completion of agreed upon Deliverables as set forth in Article 2 and Exhibit A, Contractor shall submit a Payment Invoice with the Deliverable, or description of the Deliverable, to the Project Manager. Each Payment Invoice shall be for the fixed Deliverable price as set forth in Article 2 and Schedule B of Exhibit A, **less fifteen percent (15%) retainage**.

B. Acceptance. In accord with Section 13-1-158 NMSA 1978, the Executive Level Representative shall, acting reasonably, determine if the Deliverable provided meets specifications. No payment shall be made for any Deliverable until the individual Deliverable that is the subject of the Payment Invoice has been **Accepted**, in writing, by the Executive Level Representative. In order to Accept the Deliverable, the Executive Level Representative, in conjunction with the Project Manager, will assess the Quality Assurance level of the Deliverable and determine, at a minimum, that the Deliverable (each of the following is an "**Acceptable Critera**"):

1.) Complies with the Deliverable requirements as defined in Article 2 and Exhibit A;

2.) Complies with the terms and conditions of Contractor's response to the RFP which is included herein as reference in Exhibit A, Schedule D.
3.) Meets the performance measures for the Deliverable(s) and this Agreement;
4.) Meets or exceeds the generally accepted industry standards and procedures (if in existence) for the Deliverable(s); or
5.) Complies with all the requirements of this Agreement.

In relation to the Deliverable meeting some but not all of the Acceptable Criteria above because there is an inconsistency or conflict between the details of Acceptance amongst the relevant document/definitions, then so long as the Deliverable meets at least the Acceptable Criteria in either 1) or 2), the Deliverable will be deemed to be capable of being Accepted where it meets the Quality Assurance level that complies with the requirements of either 1) or 2).

If the Deliverable is deemed Acceptable under Quality Assurance by the Executive Level Representative or designee, the Executive Level Representative will notify the Contractor of Acceptance, in writing, within fifteen (15) business days from the date the Executive Level Representative receives the Deliverable(s) and accompanying Payment Invoice.

C. Rejection. Unless the Executive Level Representative gives notice of rejection within the fifteen (15) day business day Acceptance period, the Deliverable will be deemed to have been accepted. If the Deliverable is deemed unacceptable under Quality Assurance, fifteen (15) days from the date the Executive Level Representative receives the Deliverable(s) and accompanying Payment Invoice, the Executive Level Representative will send a consolidated set of comments indicating issues, unacceptable items, and/or requested revisions accompanying the rejection. Upon rejection and receipt of comments, the Contractor will have twenty (20) business days to resubmit the Deliverable to the Executive Level Representative with all appropriate corrections or modifications made and/or addressed. The Executive Level Representative will again determine whether the Deliverable(s) is Acceptable under Quality Assurance and provide a written determination within fifteen (15) business days of receipt of the revised or amended Deliverable. If the Deliverable is once again deemed unacceptable under Quality Assurance and thus rejected, the Contractor will be required to provide a remediation plan that shall include a timeline for corrective action acceptable to the Executive Level Representative. The Contractor shall also be subject to all damages and remedies attributable to the late delivery of the Deliverable under the terms of this Agreement and available at law or equity. In the event that a Deliverable must be resubmitted more than twice for Acceptance, the Contractor shall be deemed as in breach of this Agreement. The City may seek any and all damages and remedies available under the terms of this Agreement and available at law or equity. Additionally, the City may terminate this Agreement.

The City of Santa Fe agrees to pay Harris total fees as delineated in Exhibit A Schedule "B". The fee structure and payment schedule is outlined in the attached Exhibit A Schedule "B". During the term of this Agreement, Harris shall, from time to time, deliver invoices to City of Santa Fe. Each invoice delivered to City of Santa Fe by Harris shall be due and payable upon receipt thereof by City of Santa Fe.

Despite anything in an Exhibit or this Agreement to the contrary, the City of Santa Fe shall reimburse Harris for its actual expenses (receipts required or affidavit of lost receipt) which are excluded from the total fees amount described in Exhibit A (including Schedule "B"). Such actual expenses will include (1) actual travel expenses including, but not limited to hotel, airfare, car rental, tolls, parking and airline and travel agent fees; (2) a travel time rate of $75.00 per hour and a maximum of 6 hours per employee per one way trip; (3) a per diem rate of $45.00 per day for food in accordance with the City's Per Diem and Mileage Policy and the New Mexico Department of Finance and Administration's Regulations Governing the Per Diem and Mileage; (4) a mileage charge based on the rate set by the New Mexico Department of Finance and Administration (which is the IRS rate on January 1st of the previous fiscal year) per mile; and (5) all other actual (receipts required) reasonable expenses incurred in the performance of Harris's duties including courier services and documentation copying or production. These costs are excluded from the total fees amount described in this Agreement. Harris shall be responsible for paying all taxes, fees, assessments and premiums of any kind payable on its employees and operations.

ARTICLE 5 – TERM

THIS AGREEMENT SHALL NEITHER BE EFFECTIVE NOR BINDING UNTIL APPROVED BY THE CITY AND THE CONTRACTOR, WHICHEVER OCCURS LAST. Except for Exhibit B, the Software License Agreement and Exhibit C, the Support and Maintenance Agreement, which have specific Term and Termination provisions, this IT Agreement, including all extensions and renewals, shall terminate four (4) years from the date approved by the City Council, as evidenced by the City Clerk's signature on this Agreement.

ARTICLE 6 – TERMINATION

This Agreement may be terminated as follows:

A. General. For convenience by either Party upon written notice to be delivered to the other party not less than thirty (30) business days prior to the intended date of termination.

B. Appropriations. By the City, if required by changes in State, City or federal law, or because of court order, or because of insufficient appropriations made available by the City, United States Congress and/or the New Mexico State Legislature for the performance of this Agreement. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City terminates this Agreement pursuant to this subsection, the City shall provide the Contractor written notice of such termination at least fifteen (15) business days prior to the effective date of the termination.

C. Obligations and Waiver. By termination pursuant to this Article, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. THIS ARTICLE IS NOT EXCLUSIVE AND DOES NOT CONSTITUTE A WAIVER OF ANY OTHER LEGAL RIGHTS AND REMEDIES AFFORDED THE CITY CAUSED BY THE CONTRACTOR'S DEFAULT OR BREACH OF THIS AGREEMENT.

ARTICLE 7 - TERMINATION MANAGEMENT

A. Contractor. In the event this Agreement is terminated for any reason, or upon expiration, and in addition to all other rights to property set forth in this Agreement, the Contractor shall:

1.) Transfer, deliver, and/or make readily available to the City property in which the City has a financial interest and any and all data, Know How, Intellectual Property, inventions or property of the City - the City acknowledges that all Intellectual Property rights (including Know How and inventions) in the Software and any other software provided/created during the term of this Agreement shall remain with Contractor and is subject to the License Agreement;
2.) Incur no further financial obligations for materials, services, or facilities under the Agreement without prior written approval of the City;
3.) Terminate all purchase orders or procurements and any subcontractors and cease all work, except as the City may direct, for orderly completion and transition;
4.) Take such action as the City may direct, for the protection and preservation of all property and all records related to and required by this Agreement;
5.) Agree that the City is not liable for any costs arising out of termination for default and that the City is liable only for costs of Deliverables Accepted prior to the termination of the Agreement where this Agreement is terminated pursuant to Article 6 B;
6.) Cooperate fully in the closeout or transition of any activities to permit continuity in the administration of City programs;
7.) be paid for all Services actually performed prior to the notice of termination at the Contractor's rates as specified herein and for all non-refundable fees and associated employee costs related to the redeployment of such personnel up to the effective date of termination where this Agreement is terminated pursuant to Article 6 A, subject to City's receipt of a Payment Invoice.

8.) In the event this Agreement is terminated for any reason prior to the Completion of Services such that the Software is not able to be used in a production environment, then the License granted pursuant to the License Agreement shall expire except to the extent that City requires a copy of the Software for archival purposes and disaster recovery purposes, if applicable.

9.) In the event this Agreement is terminated for any reason following the Completion of Services and/or in a situation where the Software can be used in a production environment, then the License granted to City in accordance with the License Agreement shall continue and not be affected by such termination and the Contractor shall assist and cooperate with the City in the orderly and timely transfer of files, computer software, documentation, system turnover plan, Know How, Intellectual Property and other materials, whether provided by the City or created by the Contractor under this Agreement, to the City, including but not limited to, the Documentation as detailed in the License Agrement. At the request of the Project Manager, the Contractor shall provide to the City a copy of the most recent versions of all files, software, Know How, Intellectual Property and documentation, whether provided by the City or created by the Contractor under this Agreement to the extent that Contractor is required to do so either under the terms of this Agreement or the License Agreement. Contractor and City agree that the functionality Accepted up to the date of the notice of termination is the only functionality that is warranted by Contractor pursuant to the License Agreement and the Contractor is not required to meet any other Deliverable milestone.

B. City. In the event this Agreement is terminated for any reason, or upon expiration, and in addition to all other rights to property set forth in this Agreement, the City shall 1) Subject to the terms in Article 7 A 1), retain ownership of all work products and documentation created pursuant to this Agreement; and 2) In addition to the requirements listed in Article 7 A, pay the Contractor all amounts due for services Accepted prior to the effective date of such termination or expiration.

ARTICLE 8 –INDEMNIFICATION

A. General. The Contractor shall defend, indemnify and hold harmless the City, employees from all actions, proceedings, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, 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, by certified mail, the legal counsel of the City.

B. The indemnification obligation under this Agreement shall not be limited by the existence of any insurance policy or by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor, and shall survive the termination of this Agreement. Money due or to become due to the Contractor under this Agreement may be retained by the City, as necessary, to satisfy any outstanding claim that the City may have against the Contractor.

ARTICLE 10 – INTELLECTUAL PROPERTY INDEMNIFICATION

A. Intellectual Property Indemnification. The Contractor shall defend, at its own expense, the City, and/or any other body against any claim that any product or service (but not the actual Software, for which the only indemnity is provided for in the License Agreement, and the use of the phrase "product or service" throughout this Agreement shall have this meaning) provided under this Agreement infringes any patent, copyright or trademark, and shall pay all costs, damages and attorneys fees that may be awarded as a result of such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, the City shall:

1.) Give the Contractor written notice, within forty-eight (48) hours, of its notification of any claim;
2.) Work with the Contractor to control the defense and settlement of the claim, as allowed under the law with the understanding that the Contractor shall have sole control over the conduct of and settlement of the claim subject to Contractor keeping City informed of and aware of pleadings, defenses, settlement negotiations and court appearances;
3.) Cooperate with the Contractor, in a reasonable manner, to facilitate the defense or settlement of the claim but Contractor shall not settle any claim that prejudices the City of any rights provided for in this Agreement without the City's prior written consent; and
4) Contractor is not required to disclose any information to City that may, in Contractor's reasonable opinion, waive any attorney/client privilege to which such information may be subject.

B. City Rights. If any product or service becomes, or in the Contractor's opinion is likely to become, the subject of a claim of infringement, the Contractor shall, at its sole expense:

1.) Provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;
2.) Replace or modify the product or service so that it becomes non-infringing; or
3.) Accept the return of the product or service and refund an amount equal to the value

of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor taking into account a five (5) year amortization of the applicable product or service used by the City. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

ARTICLE 11 - WARRANTIES

A. General. The Contractor expressly warrants the Software in the License Agreement. This warranty is not in addition to the warranties in the License Agreement but is provided solely for information purposes.

B. Software. The Contractor warrants that the Deliverables (but not the Software associated with the Deliverables, which is subject only to the warranties in the License Agreement), once complete, have been created in a manner consistent with this Agreement and the related Exhibits and comply with Contractor's officially published specifications, if any. Contractor shall correct and revise any Deliverable that do not meet this warranty, as necessary, during the testing of the Deliverables.

C. Other. Harris warrants that the Services will be performed in a professional and diligent manner by personnel who are competent in performing their individual tasks. Harris shall have no liability under this Article 11 if the City of Santa Fe has modified the Software in any manner without the prior written consent of Harris. The express warranties contained above are in lieu of all other representations, warranties and conditions, express or implied, whether arising by statute or otherwise in law or from a course of dealing, or usage of trade

ARTICLE 12 – CONTRACTOR PERSONNEL

A. Key Personnel. Contractor's key personnel shall not be diverted from this Agreement without the prior written approval of the City. Key personnel are those individuals considered by the City to be mandatory to the work to be performed under this Agreement. Key personnel shall be:

Executive Sponsor – Terry Ridyard

Project Manager – Dante Fabiello

DBA – John Yu

Application Consultant – Mike Osovetsky

Conversion Specialist – Ehsan Ahmad

Technical Lead – Michael Stammers

Trainer – Therese Martinez

B. Personnel Changes. Replacement of any personnel shall be made with personnel of equal ability, experience, and qualification and shall be approved by the City. For all

personnel, the City reserves the right to require submission of their resumes prior to approval. If the number of Contractor's personnel assigned to the Project is reduced for any reason, Contractor shall, within ten (10) business days of the reduction, replace with the same or greater number of personnel with equal ability, experience, and qualifications, subject to City approval. The City, in its sole discretion, may approve additional time beyond the ten (10) business days for replacement of personnel. The Contractor shall include status reports of its efforts and progress in finding replacements and the effect of the absence of the personnel on the progress of the project. The Contractor shall also make interim arrangements to assure that the project progress is not affected by the loss of personnel. The City reserves the right to require a change in Contractor's personnel if the assigned personnel are not, in the sole opinion of the City, meeting the City's expectations. Any costs associated with replacing Contractor's personnel, including training and/or integrating personnel into the project, will be the sole responsibility of the Contractor.

ARTICLE 13 – STATUS OF CONTRACTOR

A. Independent Contractor. The Contractor and its agents and employees are independent contractors performing professional services for the Agency and are not employees. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.

B. Subject of Proceedings. Contractor warrants that neither the Contractor nor any officer, stockholder, director or employee of the Contractor, is presently subject to any litigation or administrative proceeding before any court or administrative body which would have an adverse effect on the Contractor's ability to perform under this Agreement; nor, to the best knowledge of the Contractor, is any such litigation or proceeding presently threatened against it or any of its officers, stockholders, directors or employees. If any such proceeding is initiated or threatened during the term of this Agreement, the Contractor shall immediately disclose such fact to the City.

ARTICLE 14 - CHANGE MANAGEMENT

A. Changes. The Change Order Process detailed in section 4.2 of Exhibit A shall apply to this Agreement.

ARTICLE 16 – DEFAULT/BREACH

In case of default and/or breach by the Contractor, for any reason whatsoever, the City and the City may procure the goods or services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, subject to any applicable limitation

of liability.

ARTICLE 17 – EQUITABLE REMEDIES

Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the City irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the City, and the Contractor consents to the City's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. City's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that City may have under applicable law, including, but not limited to, monetary damages.

ARTICLE 18 - LIABILITY

Contractor shall be liable for damages arising out of injury to persons and/or damage to real or tangible personal property before or after Acceptance, delivery, installation and use of the equipment, either at the Contractor's site or the City's place of business, provided that the injury or damage was caused by the fault or negligence of the Contractor or defect of the equipment or installation. Contractor shall not be liable for damages arising out of, or caused by, alterations to the equipment (other than alterations performed or caused by Contractor's officers, employees or agents) made by the City or for losses occasioned by the City's fault or negligence. Nothing in this Agreement shall limit the Contractor's liability, if any, to third parties and employees of the City, or any remedy that may exist under law or equity in the event a defect in the manufacture of the equipment, or the negligent acts or omissions of the Contractor, its officers, employees, or agents, is the cause of injury to such person.

For the purposes of this Article, the following shall be deemed to include that party's shareholders, directors, officers, employees, elected officials and affiliates

Termination of this Agreement shall not affect any right of action of either party arising from anything which was done or not done, as the case may be, prior to the termination taking effect.The City of Santa Fe and Harris recognize that circumstances may arise entitling the City of Santa Fe to damages for breach or other fault on the part of Harris arising from this Agreement. The parties agree that in all such circumstances the City of Santa Fe's remedies and Harris's liabilities are governed by the Agreement plus the provisions of this Article 18 and that these provisions will survive notwithstanding the termination or other discharge of the obligations of the parties under this Agreement.

A. EXCEPT FOR DAMAGES ARISING OUT OF (a) EITHER PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS, (b) HARRIS'S INTENTIONAL MISREPRESENTATION OR WILLFUL MISCONDUCT, (c) INJURY OR DEATH TO PERSONS OR (d)

DAMAGE TO TANGIBLE OR REAL PROPERTY, BOTH PARTIES AGREE THAT HARRIS'S LIABILITY, IF ANY, FOR ANY DAMAGES RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID TO HARRIS BY THE CITY OF SANTA FE IN CONNECTION WITH THIS AGREEMENT.

B. IN ADDITION TO THE FOREGOING, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST REVENUE, LOSS OF DATA OR LOSS OF PROFITS, EVEN IF SUCH OTHER PARTY HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

C. CLAUSES (i) AND (ii) SHALL APPLY IN RESPECT OF ANY CLAIM, DEMAND OR ACTION BY A PARTY IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION UNDERLYING SUCH CLAIM, DEMAND OR ACTION, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT OR TORT.

ARTICLE 19 – ASSIGNMENT

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of this Agreement's approval authorities, except that Contractor shall be able to assign this Agreement to any affiliate with proper notice provided to City subject to the affiliate agreeing to be bound by all of the terms of this Agreement and there being no resultant personnel changes.

ARTICLE 20 – SUBCONTRACTING

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

ARTICLE 21 – RELEASE

The Contractor's acceptance of final payment of the amount due under this Agreement shall operate as a release of the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. 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.

ARTICLE 22 – CONFIDENTIALITY

Any confidential information provided to the contractor by the agency or, developed by the Contractor based on information provided by the agency in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City. Upon termination of this Agreement, Contractor shall deliver all confidential material in its possession to the City within thirty (30) business days of such termination. The confidentiality provisions as detailed in Section 7.2 of Exhibit A shall also apply to this Agreement. .Otherwise, in relation to the Software, the confidentiality provisions of the License Agreement shall apply thereto.

ARTICLE 23 –CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer, state employee or former state employee have been followed.

ARTICLE 24 - RECORDS AND AUDIT

The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature and cost of services rendered during this Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment for services under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments. Where City intends to conduct such an audit at Contractor's facilities, the following shall apply: Such rights shall be limited to only once in every six month period, upon two weeks' notice and only to those parts of Contractor's facilities with such information, during Contractor's regular business hours.

ARTICLE 25 - AMENDMENT

This Agreement shall not be altered, changed, or amended except by an instrument in writing executed by the Parties hereto. No amendment shall be effective or binding unless approved by all of the approval authorities.

ARTICLE 28 - MERGER, SCOPE, ORDER OF PRECEDENCE

A. Severable. The provisions of this Agreement are severable, and if for any reason, a clause, sentence or paragraph of this Agreement is determined to be invalid by a court or agency or commission having jurisdiction over the subject matter hereof, such invalidity shall not affect other provisions of this Agreement, which can be given effect without the invalid

provision.

B. Merger/Scope/Order. This Agreement incorporates any and all agreements, covenants and understandings between the Parties concerning the subject matter hereof, and all such agreements, covenants and understanding have been merged into this Agreement. No prior agreement or understanding, verbal or otherwise, of the Parties or their agents or assignees shall be valid or enforceable unless embodied in this Agreement. The parties agree that the License Agreement is a separate agreement enforceable on its own terms.

ARTICLE 29 – NOTICES

All deliveries, notices, requests, demands or other communications provided for or required by this Agreement shall be in writing and shall be deemed to have been given when sent by registered or certified mail (return receipt requested), when sent by overnight carrier, or upon telephone confirmation by Contractor to the sender of receipt of a facsimile communication that is followed by a mailed hard copy from the sender. Notices shall be addressed as follows:

For CITY

Peter Ortega
Utility Billing Water Division
801 W. San Mateo Street
Santa Fe, New Mexico 87505
Attention: Peter Ortega
Telephone: 505-955-4364

Any change to the Notice individual or the address, shall be effective only in writing.

ARTICLE 30– GENERAL PROVISIONS

A. Civil and Criminal Penalties. The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

B. Equal Opportunity Compliance. The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor pertaining to equal employment opportunity. In accordance with all such laws of the, the Contractor agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in

compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

C. 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.

D. Applicable Law. The laws of the State of New Mexico shall govern this Agreement. Venue shall be proper only in a New Mexico court of competent jurisdiction in the county where the City's main office is located. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all such lawsuits.

E. Waiver. A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless expressed and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

F. Headings. Any and all headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. Numbered or lettered provisions, sections and subsections contained herein, refer only to provisions, sections and subsections of this Agreement unless otherwise expressly stated.

ARTICLE 31 - SURVIVAL

The Articles entitled Intellectual Property, Confidentiality, Liability and Warranties shall survive the expiration or termination of this Agreement. The License Agreement and other unexpired agreements entered into in conjunction with this Agreement shall survive the expiration or termination of this Agreement.

ARTICLE 32 – TIME

Calculation of Time. Any time period herein calculated by reference to "days" means calendar days; provided, however, that if the last day for a given act falls on a Saturday, Sunday, or a holiday as observed by the State of New Mexico, the day for such act shall be the first day following that is not a Saturday, Sunday, or such observed holiday.

ARTICLE 33 – FORCE MAJEURE

Neither party shall be liable in damages or have any right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars,

insurrections and/or any other cause beyond the reasonable control of the party who performance is affected.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

N. HARRIS COMPUTER CORPORATION

Per: _____

Name Peter Fanous

Title: Executive Vice President

N. HARRIS COMPUTER CORPORATION

Per: _____

Name: Aviva Cohen

Title Vice President, Finance

CITY OF SANTA FE:

_____

DAVID COSS, MAYOR

11-26-13

DATE

ATTEST:

yolanda y. vigil
YOLANDA Y. VIGIL, CITY CLERK
e cmtg 11-13-13

APPROVED AS TO FORM:

per telephone conversation
GENO ZAMORA, CITY ATTORNEY 10/21/13

APPROVED:

11/20/13
MARCOS A. TAPIA,
FINANCE DIRECTOR
52201 . 570850
Business Unit/Line Item

City of Santa Fe
Scope of Work

For the Implementation of CIS Infinity

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Introduction

The project is defined as the provision of the CIS Infinity comprehensive customer information and billing software, including Infinity.Link and Infinity.Mobile, by Harris' Advanced Utility Systems ("Advanced"), to City of Santa Fe ("City of Santa Fe"), for its customer information system (CIS) replacement.

The project as outlined in this Scope of Work (SOW) encompasses all aspects of the CIS Infinity implementation, including but not limited to project management, data conversion, software control file configuration and training.

CIS Infinity will replace the current utility billing system in use by City of Santa Fe. CIS Infinity will be installed and configured to meet the customer information and billing needs identified by City of Santa Fe.

Background

City of Santa Fe has made the decision to replace its legacy customer information system. The current utility billing system, JDE Utility Customer Information System, will be replaced with a new CIS that is consistent with existing and planned customer service business processes and technology. City of Santa Fe currently manages customer account data through a custom application running on an iSeries Power 5 OS 5.4 platform.

Objectives

City of Santa Fe will replace its existing system with a customer-centric CIS product software solution. The solution will be functionally rich in the following areas:

- Account Management
- Billing Management
- Cashiering and Payments Management
- Credit and Collection Management
- Customer Management
- Customer Self Service
- Financial Management
- Meter Inventory
- Rates Management
- Service Order Management
- Usage Management

CIS Infinity is intended to address the following City of Santa Fe objectives:

- **To provide exceptional levels of customer service.** The need for City of Santa Fe to satisfy customers and provide exceptional levels of customer service is a primary objective and critical need of City of Santa Fe.
- **To provide for long-term stability of the customer information.** CIS Infinity will be stable and reliable with a product roadmap that shows future support and enhancements.

CIS Infinity will be supported by Advanced, easily configurable and upgradeable, meeting City of Santa Fe's business needs for the foreseeable future.

- **To provide for integration across business systems.** CIS Infinity will interface with other applications, current and future, through standard integration techniques.
- **To provide for accommodating growth through technology.** CIS Infinity will be based on current technology.
- **To provide innovation and excellence.** CIS Infinity will provide a foundation to meet intermediate and longer-term needs for innovation and excellence in serving the customer and providing cost-effective, environmentally sound service.

Points of Contact

Primary Point of Contact (POC) - City of Santa Fe

Name:	Peter Ortega
Title:	Utility Billing Division Director
Organization:	City of Santa Fe
Address:	801 W. San Mateo, Santa Fe, NM 87504
Phone:	(505) 955-4364
Email:	paortega@santafenm.gov
Website:	www.santafenm.gov

Project Scope

The scope of this effort is to provide services to City of Santa Fe to assist in the transformation of a new customer information system. In this regard, Advanced will provide the following services.

- Project Initiation and Management
- Installation of CIS Infinity, Infinity.Mobile, Infinity.Link
- Discovery Analysis
- Configuration and Conversion
- Core Team Training
- Custom Reports Development and Delivery
- Interface and Modification Specification, Development and Delivery (exclusive of the non-CIS Infinity side of the interface)
- Software Testing
- End User Training
- Transition to Live
- Post Go Live Support

Definitions

Name	Definition
Modification	A change to the code base or a structural data model change.
Configuration	Changes to the software without source code or structural data model changes occurring.

On Site Project Facilities

City of Santa Fe will provide desk space for the Advanced team members while on-site at City of Santa Fe. City of Santa Fe will provide access to; printers within the facility, all network drives required for the shared project resources, project servers, all instances of the software and full external internet access, (wireless preferred) for each Advanced team member including unimpeded access to Advanced's VPN. City of Santa Fe will make available meeting spaces as required for project meetings. Meeting spaces should be equipped with a white board and markers, flip chart, LCD projector, conference phone and internet connection.

City of Santa Fe shall establish a training/testing room that will provide space, computers (with necessary software) and access to the software for the number of users specified in the contract plus one for Advanced The training room will be equipped with a white board and markers, flip chart, LCD projector, conference phone and internet connections.

Subtask 1.1 – Deliverables

Subtask 1.1 Deliverables	• Draft Project Schedule • Communication Plan • Change Order Process • Change Management Plan • Test Plan • Training Plan • Risk Management Plan

Subtask 1.2 – Status Reports

Advanced will have weekly meetings with the City of Santa Fe team to discuss work in progress, issues, actions, etc. Advanced will provide a weekly status report documenting these exchanges. Advanced will also provide a monthly and quarterly summary of project progress, including significant issues resolved and significant issues raised.

Invoices will be issued as per the fee structure and service payment milestones in Schedule 1.

Subtask 1.2 – Deliverables

Subtask 1.2 Deliverables	• Weekly Team Meeting • Weekly Status Report • Monthly Invoice • Monthly Project Progress Summary

Subtask 1.3 – Quarterly Sponsor Review

Advanced will prepare a Quarterly Sponsor Review to be attended by project management and project sponsor staff from both City of Santa Fe and Advanced. The quarterly sponsor review meeting will review

progress to date, future actions, and will validate, on a quarterly basis, that the go-live date is still achievable for both parties. The dates for these meeting will be determined by both City of Santa Fe and Advanced PMs.

Subtask 1.3 – Deliverables

Subtask 1.3 Deliverables	• Quarterly Sponsor Review

Task 2 – CIS Infinity Interfaces and Software Modifications

This task covers the development and configuration of CIS Infinity interfaces to existing City of Santa Fe systems and modifications to CIS Infinity, and/or related products in the Infinity product suite, if any, to meet the City of Santa Fe's CIS needs. All development work completed by Advanced will be communicated, in advance, to the City of Santa Fe Project Manager so that the City of Santa Fe Project Manager has visibility to all Advanced interface development work.

Advanced will document the status of development, whether conducted by City of Santa Fe or Advanced, in the weekly status reports.

Subtask 2.1 – Modified Interfaces

The following group of interfaces will require development efforts from Advanced, and potentially City of Santa Fe staff or a third party vendor, to support the specific interface requirements. Advanced will analyze, specify, develop, Q/A, and deploy the following group of interfaces required by the City of Santa Fe under this SOW. The specific system Modifications required to support a specific interface will be determined during the Interface/Modification Discovery process. Advanced will create detailed combined **Functional/Technical Specifications** for each interface requiring development effort from Advanced's technical staff.

Subtask 2.1.1 – ESRI GIS Interface

The CITY requires a two-way interface between CIS Infinity and CITY GIS system which utilizes ESRI ArcGIS products. This two-way interface will provide access to GIS information from CIS Infinity, and provide CIS Infinity data for presentation in the GIS system.

Using dynamic hyperlink functionality users of CIS Infinity will be able to access GIS information related to a specific service address. Any data element (or combination of data elements), such as GPS coordinates or premise number on the Main Customer/Account Inquiry, can be linked to the GIS application. Clicking on a linked data element will call a Web page created by CITY displaying GIS information specific to the linked data element.

Using web services, SQL views, or a batch export file, the CITY can retrieve data from CIS Infinity for presentation in the GIS application.

Subtask 2.1.2 – JD Edwards Enterprise One Fixed Asset Interface

The CITY requires a one-way batch file interface to export meter information from CIS Infinity to the JD Edwards Enterprise One fixed asset module.

The Fixed Asset interface will export in batch a text file containing summarized meter information for meters that have been entered into the Meter Inventory tables, from CIS Infinity to the Fixed Asset module. The Advanced Interface Manager will transfer pertinent meter information to the Fixed Asset module where they can then be reviewed.

Subtask 2.2 – Configured Interfaces

The following group of interfaces will be configured using CIS Infinity configuration. Information can be exported and imported on a scheduled basis using the Export/Import Processing Form.

Specifications will not be produced for configurable interfaces. These items are not considered core interfaces as they are configured rather than programmed into the system. Configurable interfaces are typically configured using the built-in Advanced Interface Manager configuration tool. Advanced will configure the following interfaces.

Subtask 2.2.1 – Cityworks Works Management

The CITY requires an interface between CIS Infinity and Cityworks, for some service order types which originate in CIS Infinity. CIS Infinity has a real-time API to Cityworks. All information for applicable service orders will be passed from CIS Infinity to Cityworks, where a service request or work order is generated. Upon completion of the service request or work order, information is then sent back to CIS Infinity from Cityworks including the completion date, completion notes, etc. Meter install and exchange information can also be received from Cityworks and processed in CIS Infinity.

This interface can also be used when information in CIS Infinity has changed, such as customer and account information, etc. The changed record is sent to Cityworks upon saving the record within CIS Infinity.

Advanced will utilize the existing CIS Infinity functionality to support the specific requirements of the CITY.

Subtask 2.2.2 – Active Networks Payment Manager

The CITY requires a real-time interface between CIS Infinity and Active Network's Payment Manager central cashiering module. The interface will provide for real-time inquiry of CIS Infinity account information using the CIS Infinity web services API. It will provide the ability to search by name, street address or account number. Once a valid CIS Infinity account is found, then the following information about that customer/account will be retrieved: current balance, total past due amount, cash only comments and collection status.

For payments entered into Payment Manager which pertain to utility billing, the interface will provide for real time creation of pending payments in CIS Infinity via the CIS Infinity web services API. These pending payments can be adjusted or voided as a result of adjustments in Payment Manager based on a unique external reference ID. A schedulable process within CIS Infinity will create payment batches within CIS Infinity based on these payment records.

Subtask 2.2.3 – JD Edwards Enterprise One General Ledger and Accounts Payable

The CITY requires a one-way batch file interface to export general ledger information from CIS Infinity to the JD Edwards Enterprise One general ledger module.

The General Ledger interface will export in batch a text file containing summarized general ledger journal entries for updated billing, cash and cash adjustment batches from CIS Infinity to the General Ledger module. The Advanced Interface Manager will transfer summarized general ledger information to the General Ledger application as un-posted journal entries where they can then be

processed. The general ledger information transferred contains details about the originating batch in CIS Infinity for cross-referencing purposes.

The CITY requires a two-way batch file interface to export/import refund check information between CIS Infinity and the JD Edwards Enterprise One accounts payable module.

The Accounts Payable export interface will export a text file containing customer and refund amount information for the purposes of issuing refund checks to customers in the Accounts Payable module. Refund check transactions would be based on the existing refund transactions configured in CIS Infinity. This will be a periodic batch process.

The Accounts Payable import interface will import a text file containing refund check details (check number, check issue date) into CIS Infinity. The originating refund check transaction records in CIS Infinity will be updated with the check detail information. The refund check import file will use a configurable text file format defined using the AIM.

Subtask 2.2.4 – Datamatic Routestar Reading

The CITY requires a two-way batch file interface between CIS Infinity and Datamatic Route Star AMR meter reading software. The interface will support the import/export of text files containing meter data reads and related information (e.g. historic meter consumption high/lows, trouble codes) to/from CIS Infinity for billing purposes. CIS Infinity will generate one export file, and process one import file format.

Subtask 2.2.5 – Badger Meter Reading

The CITY requires a two-way batch file interface between CIS Infinity and Badger AMR Orion Read Center meter reading software. The interface will support the import/export of text files containing meter data reads and related information (e.g. historic meter consumption high/lows, trouble codes) to/from CIS Infinity for billing purposes. CIS Infinity will generate one export file, and process one import file format.

Subtask 2.2.6 – Selectron IVR

The CITY requires a two-way real-time interface between CIS Infinity and the Selectron IVR for inbound customer calls and a one-way batch interface for outbound customer notification calls.

CIS Infinity will provide customers with a real-time interface into the IVR, allowing customers to hear their utility account balance, check payment history, and make payments to their account, which are then reflected real-time in CIS Infinity. This will be done utilizing the existing Infinity.Teleconnect Web services API and configuring it to meet the specific business requirements of the CITY.

For outbound calls, CIS Infinity will be configured to support exporting a file containing customer call data for a specified group of customers that can be imported and processed by the Selectron IVR. CIS Infinity currently contains functionality to export outbound customer call files using a configurable file format defined using the Advanced Interface Manager.

Subtask 2.2.6 – ACH

The CITY requires a one-way interface to export a file of customers signed up for ACH payments. CIS Infinity currently supports the exporting of standard ACH files that conform to NACHA standards.

Subtask 2.2.7 – Wells Fargo Lockbox Payment

The CITY requires a one-way batch interface to import on a periodic basis Wells Fargo lockbox payment files. CIS Infinity currently supports the importing of payment information, on either an on-demand or scheduled basis, using configurable text file formats defined using the Advanced Interface Manager.

Subtask 2.2.8 – InfoSend Third Party Bill Print

The CITY requires a one-way batch interface to export electronic bill presentment information required by InfoSend to generate customer bills and collection notices. CIS Infinity will generate an electronic bill presentment file using its standard EBP file format.

In the event that additional interfaces are identified during the Discovery process, the jointly developed Change Order process as defined in Subtask 1.1 will be followed.

Subtask 2.3 – Software Modifications

Advanced will analyze, specify, develop, Q/A, and deploy the following modifications required by City of Santa Fe under this SOW. Advanced will identify the specific development efforts required to support these modifications during the Interface/Modification Discovery and Specification Phase. Advanced will create detailed combined **Functional/Technical Specifications** for each modification requiring development effort from Advanced's technical staff.

In the event that modifications are identified during the Discovery process, the jointly developed Change Order process as defined in Subtask 1.1 will be followed.

Exclusions

The following has been excluded from this Scope of Work, unless noted otherwise:

1. **Rate Structural Changes**

   Advanced will provide normal rate updates throughout the course of the implementation at no extra charge providing the rate change occurs during the implementation timeframe. Advanced will not support a rate change that departs substantially from the current rate structures that are in force at the time of contract signing and/or as documented in the Functional Discovery document. Any substantial change in rates methodology and deployment will be considered out of scope and will be subject to a Change Order.

2. **Third Party Payment Processor**

   Internet payment processing and payment clearing is provided, at no extra license fee, for Infinity.Link and applicable CIS Infinity functionality via the Harris Payment Gateway (HPG). An interface to a non HPG payment provider is considered customized development. The development of a real time third party interface for payment processing to a payment processor is a minimum $30,000 development fee and an annual maintenance fee of 25%. Based on the actual third party payment interface the fees may be higher.

3. **Loans**

   Loans functionality embedded into CIS Infinity is not included as part of the base configuration of CIS Infinity. Due to the variable nature of how loans are defined in the utility industry, Advanced must perform a separate scope session to determine if additional programming is required to meet the

specific needs of City of Santa Fe. Once the scope session is complete, a determination of scope will be provided and may result in a change order to meet City of Santa Fe requirements.

Task 3 - Implementation Approach

This task covers the implementation approach Advanced will take to replace City of Santa Fe's current CIS with Advanced's CIS Infinity, Infinity.Link and Infinity.Mobile software. Advanced will implement a phased approach in the lifecycle of this task order as described herein.

Subtask 3.1 – Phase 1 – Project Initiation

Subtask 3.1		
Start	*End*	*Duration*
Week 1	Week 5	4 weeks

The Advanced PM will work with the City of Santa Fe Project Manager and staff to organize project information for the joint preparation of the Project Schedule (see Task1). The Advanced PM will be onsite to organize and present all of the information required to start the project and will, at a minimum, address the following areas:

- Project Schedule, including but not limited to the, Communication Plan, Risk Plan, Change Management Plan, Training Plan and Test Plan
- CIS Infinity server software installation and desktop installation rollout
- Training Course Syllabus for Core Team, Technical Team, and End User Training (part of the Training Plan)
- CustomerWise set-up and overview
- Access to CIS Infinity Entity Relationship Diagram and Data Dictionary
- Project Team Contact List which includes users that need access to CustomerWise
- Overview of the operations of CIS Infinity via WebEx or similar media
- Functional and Data Conversion Discovery agendas delivery and review

The Advanced PM is the primary PM. The Advanced PM will operate the daily activities of the project and work in conjunction with the City of Santa Fe's Project Manager and staff to ensure effective management of staff resourcing, forward planning initiatives and day to day project deliveries.

Subtask 3.1 – Deliverables

Subtask 3.1 Deliverables	• Conduct Project Kickoff Meeting • Initial Project Schedule, including but not limited to the, Communication Plan, Risk Management Plan, Change Management Plan, Training Plan and Test Plan • Software Installation, Installation Training and Installation Report • Training Course Syllabus • CustomerWise Overview • Access to the Data Dictionary

	• Access to the Entity Relationship Diagrams • Project Team Contact List • CIS Infinity System Overview • Functional and Data Conversion Discovery agendas delivery and review

Subtask 3.2 – Phase 2 – Functional and Data Conversion Discovery Analysis

Subtask 3.2		
Start	*End*	*Duration*
Week 10	Week 13	3 weeks

Advanced will review the detailed data and business, requirements of City of Santa Fe. This analysis will provide an association between City of Santa Fe's business practices and the required CIS Infinity configuration.

The Functional and Data Conversion Discovery Analysis phase will be led by Advanced and broken out into functional and data conversion workshops. The workshops review the functional and data conversion areas of the system and are the basis for how Advanced will configure, and convert all of the required business functions, business logic and data in the system. Prior to beginning both Functional and Data Discovery, Advanced will provide Overview training to the City of Santa Fe's core team.

Prior to the start of the Functional and Data Conversion Discovery Analysis phase, City of Santa Fe will gather the following information in preparation for the sessions, if documentation is available:

- All rate tariffs and system generated fees
- Chart of Accounts for GL/AP interfacing
- Meter Reading process flow, vendor and file layout
- All required service order information
- File layouts for all required interfaces
- Sample of current bill prints, notices, door hangers and letters
- All payment types received and any associated payment information
- Process flows of penalties, collections, disconnections, bankruptcy and write offs
- Process flows of move in, move out process
- Billing process flow
- All Daily, weekly, Month End and Year End Report Requirements

Subtask 3.2.1 – Functional Discovery Analysis Workshops

Advanced will conduct onsite **Functional Discovery Analysis Workshops**. These workshops will be led by Advanced to appropriately review and confirm all required information for the areas listed below. Advanced with City of Santa Fe will identify the necessary City of Santa Fe staff needed to attend these workshops two to four weeks in advance. Reports and Bill Print discoveries as outlined in Subtask 3.4 will

be separate from the main functional discovery workshops and will be conducted at a time indicated in the Project Schedule.

Advanced will create a **Functional Discovery Document** that will include, at a minimum, the following areas:

1. **Foundation**
   Review of all of the basic system set up areas and logical business rules including but not limited to account types, services, account number structure and customer number structure.
2. **Customer Information**
   Review of addresses and phone numbers, lookups and address and occupancy types.
3. **Meters and Meter Inventory**
   Review of meter types, meter inventory process and controls, manufacturers, units and other pertinent meter information.
4. **Billing**
   Review of the entire meter reading to billing process with a review of all processing and exceptions reporting.
5. **Rates**
   Review of the rate tariff and functional requirements for setting up rates, seasonal rates, temporary rates, proration, taxes and any rate rebates or discounts.
6. **Cashiering**
   Review of all payment types, interfaces, automated clearing house, endorsements, receipts and unapplied payments processing.
7. **Collections**
   Review of all collections procedures, payment arrangements, exemptions, penalties, notices, disconnections, agency, add to tax/liens, tax certification, bankruptcy and write-off processes including all applicable fees.
8. **Move in Move Out**
   Review of the process flow and all applicable setups, fees and follow up processes with the move in move out process.
9. **Accounting**
   Review of General Ledger Setup and chart of accounts for GL/AP processing and refunds processing. Review of Year and month end closing including reporting requirements.
10. **Service Orders**
    Review of requirements for full service order processing and follow up actions control..

Subtask 3.2.1 – Deliverables

Subtask 3.2.1 Deliverables	• Functional Discovery Workshop • Functional Discovery Document

Subtask 3.2.2 – Data Conversion Analysis Workshop

In addition to Functional Discovery Analysis Workshops, Advanced will conduct a remote **Data Conversion Discovery Analysis Workshop**. From this workshop Advanced will produce a **Data**

Conversion Plan. The data conversion analysis workshop will be led by Advanced to appropriately review and confirm all required information for these areas. Advanced will identify the City of Santa Fe staff needed to attend these workshops two weeks in advance.

Advanced will work with City of Santa Fe to determine how to convert the existing legacy data into CIS Infinity. A full explanation of the process and definition of standard data validation parameters, as well as any site-specific data validation parameters will be reviewed and adopted. Data validation criteria and a data map are presented and reviewed jointly by Advanced and City of Santa Fe. The Data Conversion Plan will include the data mapping document and data validation parameters.

Subtask 3.2.2 – Deliverables

Subtask 3.2.2 Deliverables	• Data Conversion Workshop • Data Conversion Plan

Subtask 3.3 – Phase 3 – Interface/Modification Discovery & Specification

Subtask 3.3		
Start	*End*	*Duration*
Week 13	Week 18	6 weeks

Advanced will conduct a remote **Interface/Modification Discovery Analysis Workshop**. Advanced will provide a **Discovery Agenda** and identify necessary City of Santa Fe staff needed to attend this workshop two weeks in advance. Advanced will review with City of Santa Fe all interfaces and modifications identified in Task 2, to be programmed in CIS Infinity. Advanced will review the specification process and map out the timeline required to complete the specifications, coding, Q/A, deployment, and testing. Below are the minimum topics that will be covered:

- Data source(s) identification; obtain data dictionaries, table relationships, etc.
- Method of moving the data between databases, including the format the data might be in, during the move (e.g., XML, ASCII, staging tables, DTS, etc.)
- Direction of dataflow and frequency of data exchange
- Data validation efforts needed, if any
- Error handling
- Document data mapping from one database to another
- Requirements analysis

Advanced will produce a **Functional Specification Document** and **Technical Specification Document** for review and acceptance by City of Santa Fe.

Each specification will outline the following:

- Document Overview
- Revision History
- Functional/Technical (as appropriate) Summary

- Process Overview
- Functional/Technical (as appropriate) Modification
- Impact to System Operation
- Questions

Advanced will conduct a review of the documentation with City of Santa Fe remotely to make any changes to the specifications.

Subtask 3.3 – Deliverables

Subtask 3.3 Deliverables	• Interface and Modification Discovery Agenda • Interface/Modification Discovery Workshop • Functional/Technical Specification Document

Subtask 3.4 – Phase 4 – Other Discoveries

Subtask 3.4.1 – Reports Discovery

Advanced will conduct a remote **Reports Discovery Workshop** to review City of Santa Fe's CIS Infinity reporting requirements. The discussion will include searches, querying, and a review of CIS Infinity's standard reports.

Advanced will outline all the required base reports including but not limited to auditor's, rates, revenue, and cash reports in a Reporting Matrix as identified in Subtask 3.7.

Any required report that does not have a standard report match is considered a custom report and City of Santa Fe will need to provide the logic to complete these reports. A custom report that has not identified as part this SOW will be considered out of scope and will follow the Change Order process as identified in Subtask 1.1. This section covers only to reports driven out of CIS Infinity and does not cover reports required from 3rd party vendors' software.

Subtask 3.4.1 – Deliverables

Subtask 3.4.1 Deliverables	• Reports Discovery

Subtask 3.4.2 – Bill Print Discovery

Advanced will conduct a remote **Bill Print Discovery Workshop**. This workshop will be led by Advanced to review of all bill print types/nctices/receipts.

City of Santa Fe outsources it bill print to a third party vendor. Advanced will replicate the third party vendor's layout for the bill print, so that City of Santa Fe can re-print these documents in house if desired. Advanced will produce a **Bill Print Specification** for review and acceptance by City of Santa Fe.

Subtask 3.4.2 – Deliverables

Subtask 3.4.2 Deliverables	• Bill Print Discovery Workshop • Bill Print Specifications

Subtask 3.4.3 – Infinity.Mobile Discovery

Advanced will conduct a remote **Infinity.Mobile Discovery Workshop.** This workshop will be led by Advanced and will review City of Santa Fe's mobile service order requirements including a detailed review of City of Santa Fe's business rules and technical environment.

Prior to the start of the Infinity.Mobile workshop, City of Santa Fe will complete the **Infinity.Mobile Checklist** provided by Advanced.

Advanced will create an **Infinity.Mobile Discovery Document** that will include the Technical Checklist.

Subtask 3.4.3 – Deliverables

Subtask 3.4.3 Deliverables	• Infinity.Mobile Discovery Workshop • Infinity.Mobile Checklist • Infinity.Mobile Discovery Document

Subtask 3.4.4 – Infinity.Link Discovery

Advanced will conduct a remote **Infinity.Link Discovery Workshop**. This workshop will be led by Advanced and will review City of Santa Fe's Infinity.Link customer web requirements including a detailed review of City of Santa Fe's business rules and technical environment.

Prior to the start of the Infinity.Link technical workshop, City of Santa Fe will complete the **Infinity.Link Checklist** provided by Advanced.

Advanced will create an **Infinity.Link Discovery Document** that will include the Technical Checklist.

Subtask 3.4.4 – Deliverables

Subtask 3.4.4 Deliverables	• Infinity.Link Discovery Workshop • Infinity.Link Technical Checklist • Infinity.Link Discovery Document

Subtask 3.5 – Phase 5 – Configuration and Conversion

Subtask 3.5.1 – Initial Configuration and Conversion

Subtask 3.5.1		
Start	*End*	*Duration*
Week 10	Week 16	6 weeks

City of Santa Fe will provide a data extract to Advanced that will be loaded into a development database located at Advanced's office. Advanced will convert City of Santa Fe's data so that it can be loaded into CIS Infinity. Configuration and conversion are tightly integrated in CIS Infinity. Advanced will create validated mapping that ties existing customers" rates to their accounts. Advanced will develop a conversion routine to reflect the requirements of City of Santa Fe.

Advanced's Conversion Specialist will prepare the **Initial Data Conversion and Configuration** to be delivered and loaded onsite. The results for the **Data Validation** parameters specified in the Data Conversion Plan will be included for review by City of Santa Fe.

Advanced will assist City of Santa Fe in identifying **Baseline Accounts** which are a representative cross section of City of Santa Fe customers (e.g. rates, customer type etc.). The baseline accounts will be used to test both the validity of the converted data and that the configuration begins to conform to the Functional Discovery document. City of Santa Fe will provide results from testing through the Customer Wise tool which tracks all anomalies.

Subtask 3.5.1 – Deliverables

Subtask 3.5.1 Deliverables	• Initial Data Conversion Load • Identification of Baseline Accounts • Data Validation Results • Initial Configuration Rollout

Subtask 3.5.2 – Subsequent Data Refreshes

Advanced will conduct a series of data refreshes (minimum of 5, including Go Live), until the data conversion and configuration are Go Live ready.

Subtask 3.5.2 – Deliverables

Subtask 3.5.2 Deliverables	• Data Refreshes • Data Validations

Subtask 3.6 – Phase 6 – Core Team Training

Subtask 3.6		
Start	*End*	*Duration*
Week 7	Week 17	11 weeks

City of Santa Fe core functional and core technical teams will be trained by Advanced to use CIS Infinity prior to starting functional testing. CIS Infinity Core Team Training covers all of the major system components. A full training syllabus is provided in the Training Plan.

Training will show all aspects of CIS Infinity functions. Training will accommodate up to 10 participants.

During training sessions, City of Santa Fe will document any potentially new processes. Any system bugs, set up issues, conversion issues and deficiencies shall be entered in CustomerWise by City of Santa Fe. Advanced will assist City of Santa Fe with this process to ensure all items are documented through CustomerWise. Deficiencies can be entered into CustomerWise by City of Santa Fe testers or

Advanced testers, any users who are given access to the system, and other personnel who may be involved during the Software Testing phases.

The Advanced PM will be proactive in the resolution of items logged in CustomerWise so as not to interrupt the continuity of testing. The Advanced PM will provide responses including analysis and level of effort to fix deficiencies. The Advanced PM or designee will document (in detail) any known work-around solutions and communicate these to the City of Santa Fe's Project Manager.

Advanced is responsible for fully testing and correcting any deficiencies found during training. New builds that result from training deficiencies will be data validated by Advanced.

Subtask 3.6 – Deliverables

Subtask 3.6 Deliverables	• CustomerWise Training for software issue entry and tracking • Standard Training Documentation • Completion of onsite Instructor-Led Core Team Training

Subtask 3.7 – Phase 7– Reports Development and Delivery

Subtask 3.7		
Start	*End*	*Duration*
Week 17	Week 18	2 weeks

Reports identified as required by City of Santa Fe in the Reports Discovery phase (Subtask 3.4.1) will be documented by Advanced using a **Reporting Matrix.** The Reporting Matrix will match the CIS Infinity standard report names to each required report. Custom reports are also documented in the Reporting Matrix. A specification/mockup will be created for review and acceptance by City of Santa Fe. Custom reports to be developed and delivered by Advanced, once sign off on specifications has taken place.

Subtask 3.7 – Deliverables

Subtask 3.6 Deliverables	• Reporting Matrix • Custom Reports Specification, Development & Delivery (if applicable)

Subtask 3.8 – Phase 8 – Interface/Modification Delivery

Subtask 3.8		
Start	*End*	*Duration*
Week 24	Week 35	12 weeks

Once the interface/modification has been developed by Advanced and successfully compiled, City of Santa Fe will be notified that the interface/modification is ready to be released and applied to the City of Santa Fe test environment through an executable or build. Advanced will roll out the modifications into

the City of Santa Fe test environment remotely. Advanced will ensure that all Advanced development work is put through our QA process.

Subtask 3.8 – Deliverables

Subtask 3.7 Deliverables	• Deployment and Rollout of Modifications and Interfaces over the period of Integration Testing cycles.

Subtask 3.9 – Phase 9 – Software Testing

Subtask 3.9		
Start	*End*	*Duration*
Week 24	Week 50	27 weeks

Advanced will support all software testing through a combination of onsite support, remote support and WebEx online support. Validated testing criteria will be used to determine if the testing phase is complete and the system is ready for the next cycle of testing. The Advanced PM will provide City of Santa Fe with generic test scripts. Modification of test scripts to match City of Santa Fe's specific business scenarios is the responsibility of City of Santa Fe. From the test scripts City of Santa Fe will create an ITC Plan (Integration Testing Cycle), and User Acceptance Test (UAT) Plan.

At the start of each test cycle, a full data conversion using a fresh data extract will be performed to exercise the data conversion process and to update any required data fixes that are found through testing. With each data conversion Advanced will provide and City of Santa Fe will verify all balancing metrics that were agreed upon in the Data Conversion Discovery. Deficiencies found during the Software Testing Phase will be entered into CustomerWise for the correction of configuration, data conversion and/or system deficiencies. Deficiencies will be entered into CustomerWise by City of Santa Fe. CustomerWise maintains a history of analysis and problem resolution.

CustomerWise will be managed and maintained by the Advanced PM and will be reviewed in accordance with the Issue Management process with both Advanced and City of Santa Fe staff to ensure the issues are being actively worked and tested. The Advanced PM will be proactive in the resolution of items logged in CustomerWise so that they will be resolved within a timely manner. The Advanced PM or designate will document (in detail) any known work around solutions and communicate it to the City of Santa Fe Project Manager.

Advanced will provide a technical point of contact during all testing phases, Advanced will provide responses that include justification and mitigation plans where applicable.

The software testing phase is spilt into the following three test cycles:

1. **Functional Testing**

   Functional testing will utilize the baseline accounts to confirm that the data conversion and basic functions in the system are working as expected. Individual accounts will be reviewed and will run through a full meter to cash process. In the review of these individual accounts, City of Santa Fe will be tasked with testing each rate element in the system and completing a rates testing matrix to confirm that the billing process works prior to starting a cycle billing process. This rate testing will be done against a series of baseline accounts and will look at each rate scenario and all of the associated proration activities that can affect a rate calculation.

   Functional Testing is modular and does not test the system end-to-end.

Subtask 3.9.1 – Functional Testing Deliverables

Subtask 3.9.1 Deliverables	• Functional Test Data Conversion Load • Rates Testing Matrix

2. **Integrated Testing Cycle (ITC)**
   ITC will utilize generic testing scripts and system scenarios to confirm that the data conversion and system processes are functioning as expected. ITC is broken down into two sub-phases.

   - ITC1 is intended to exercise full scale testing of the system for meter reading, bill calculation, bill print, cash collections and collections processing. This will also involve testing the customer service functions within the system for items such as Move In and Move Out and service order processing.
   - ITC2 emulates the same process with a refreshed data conversion set and any configuration changes that have been made to the system. Prior to the start of ITC2, another full rollout of data conversion and configuration review is performed onsite or remotely to ensure additional knowledge transfer to City of Santa Fe on how CIS Infinity is configured to meet City of Santa Fe's business needs. Once the rollout is complete, testing of the system through ITC2 will commence to ensure that all system processes are performing as expected. Both ITC1 and ITC2 will have mutually agreed-upon performance and accuracy metrics and criteria to ensure the system is matching the expected results. These performance and accuracy metrics will be presented for approval to City of Santa Fe Project Manager for adoption prior to starting User Acceptance Testing. ITC2 will incorporate testing of interfaces and modifications.

Subtask 3.9.2 – Integration Testing Deliverables

Subtask 3.9.2 Deliverables	• Integration Test Scripts • ITC1 Data Conversion Load • ITC1 Test Plan Outline • ITC1 Acceptance Criteria • ITC1 Plan Completion and Signoff • ITC2 Data Conversion Load • ITC2 Test Plan Outline • ITC2 Acceptance Criteria • ITC2 Plan Completion and Signoff

3. **User Acceptance Testing (UAT)**
   The final phase of testing is UAT and starts with a code freeze. Only critical path items will be altered during this phase as agreed upon by both parties after analyzing the risk of introducing these changes. Once complete, the UAT constitutes acceptance of the system as ready for Go Live. In combination with staff training readiness and organization readiness, the UAT and its acceptance help to drive the Go/No Go criteria that lock down the live date of the software.

Advanced will coordinate with City of Santa Fe to select the integration test scripts that will be used during UAT.

Subtask 3.9.3 – User Acceptance Testing Deliverables

Subtask 3.9.3 Deliverables	• UAT Data Conversion Load • UAT Test Plan Outline • UAT Acceptance Criteria • UAT Plan Completion and Sign Off

The Advanced PM will work with City of Santa Fe to ensure that test results for each testing phase provide evidence that CIS Infinity capabilities have been properly integrated and tested in City of Santa Fe's test environment. Advanced will work with City of Santa Fe to support performance tests.

Subtask 3.10 – Phase 10 – End User Training

Subtask 3.10		
Start	*End*	*Duration*
Week 26	Week 50-	25 weeks

Advanced will provide CIS Infinity End User training to City of Santa Fe to secure a working knowledge of CIS Infinity using acceptable adult learning principles. As part of the Training Plan, Advanced will work with City of Santa Fe to jointly create the appropriate Training Matrices (part of the Training Plan) that will identify classes and the Advanced and City of Santa Fe staff attendance needs.

Each End User training session will have an attendance sheet that matches the End User training schedule. Once each session is complete, City of Santa Fe will sign-off on a **Training Session Sign-off Form** signifying that the training session has been completed.

Subtask 3.10 – Deliverables

Subtask 3.10 Deliverables	• Completion of onsite Instructor Led End User Training • Training Session Sign-off

Subtask 3.11 – Phase 11 – Go/No Go Criteria

Subtask 3.11		
Start	*End*	*Duration*
Week 50	Week 50	1 week

Advanced will initiate a process of gauging system readiness that will be measured using jointly-defined Go/No Go Criteria by Advanced and City of Santa Fe to determine if CIS Infinity is prepared for use in a production environment. The criteria will be agreed to by City of Santa Fe Project Manager and documented by Advanced in the **Go/No Go Criteria List**.

The following will be part of the process:

- Review system readiness
- Review staff readiness
- Review organization readiness

Subtask 3.11 – Deliverables

Subtask 3.11 Deliverables	• Go/No Go Criteria List • Review, Sign-off and Authorization

Subtask 3.12 – Phase 12 – Transition to Live

Subtask 3.12		
Start	*End*	*Duration*
Week 54	Week 54	1 week

The Advanced PM will develop a **Cutover Plan** that details the steps and responsibilities for Advanced and City of Santa Fe to transition CIS Infinity to City of Santa Fe production (live) environment. The **Cutover Plan** will include but not be limited to the following items:

- Full emergency contact information
- Detailed steps and communications of when data extract is obtained and data conversion is returned
- Ordered steps for ensuring balancing of the system
- Determination of whether a test system is refreshed at the same time as production for any required process testing
- Post-cutover test plan and checklist
- Criteria that determine when the system will be turned over to end user staff
- A formal release that documents that the system has been handed to City of Santa Fe in full balance

The transition to live will have a new data conversion in which the data validation parameters, bill codes, rate mapping and transaction codes will all be approved by City of Santa Fe and the Advanced PM.

The cutover to live will occur over a weekend and will be coordinated by the Advanced PM and City of Santa Fe staff.

Subtask 3.12 – Deliverables

Subtask 3.12 Deliverables	• Cutover Plan • Final Release Data Conversion Load

	• AR Balancing Sign Off • Data Conversion Validation Parameters sign off • Year and month active confirmation • AR summary details Sign Off • Transaction code Sign Off • Rates Sign Off

Subtask 3.13 – Phase 13 – Post Go Live

Subtask 3.13		
Start	*End*	*Duration*
Week 55	Week 64	8 week

Advanced will assist City of Santa Fe throughout the post live implementation phase to identify and respond to any needs and concerns. During the Post Go Live period, Advanced will supply, as per the agreement, a combination of onsite, remote, and WebEx online support to ensure a smooth transition to support. During this phase of the project, the following items will be supplied to City of Santa Fe:

- Weekly PM and technical staff meetings to review all high-priority items.
- Combination of onsite and remote customer support.
- Full transition to support Audit (internal to Advanced).
- Introduction and transition to Support.

Throughout the Post Go Live period, the Advanced PM will continue to act as primary resource for all issues. Upon completion of the Post live support period, City of Santa Fe will transition to the Advanced's Customer Service and Support Department as per the Support and Maintenance agreement.

Subtask 3.13 – Deliverables

Subtask 3.13 Deliverables	• Completion of Post Go Live Support • Transition to Support

ITEM # 13-1138

EXHIBIT B TO THE INFORMATION TECHNOLOGY AGREEMENT BETWEE N. HARRIS COMPUTER CORPORATION AND THE CITY OF SANTA FE SOFTWARE LICENSE AGREEMENT

THIS AGREEMENT made as of the 11th day of November, 2013.

BETWEEN:

N. HARRIS COMPUTER CORPORATION
("Harris")

- and -

CITY OF SANTA FE
("City of Santa Fe")

RECITALS

1. Harris owns the Software (as defined below);

2. The City of Santa Fe wishes to acquire a license to utilize the Software

3. Harris wishes to grant the City of Santa Fe a license to utilize the Software.

4. The City of Santa Fe and Harris agree to enter into separate agreements each dealing with a separate aspect of the Software: a Information Technology Agreement, Software License Agreement, a Support and Maintenance Agreement and a Software Implementation Services Agreement.

NOW THEREFORE, in consideration of the mutual covenants set out in this License Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties agree as follows:

ARTICLE I.
INTERPRETATION

Section 1.01 Definitions

Throughout this License Agreement, except as otherwise expressly provided, the following words and expressions shall have the following meanings:

(a) **"Agreement"** and similar expressions mean this Software License Agreement, including all of its Schedules and all instruments supplementing, amending or confirming this Agreement. All references to "Articles" or "Sections" mean and refer to the specified

Article or Section of this Agreement except where a different agreement is explicitly identified.

(b) "**Completion of Services**" shall have the definition ascribed to it in the Software Implementation Services Agreement.

(c) "**Concurrent User License**" means a license that restricts the total number of Users who can access the Software at any one time to the number detailed in Schedule "A".

(d) **"Confidential Information"** means, with respect to a party to this License Agreement, all information or material which: is (A) marked "Confidential," "Restricted," or "Proprietary Information" or other similar marking and subject to the Confidentiality provisions of Article 6.01 herein, (B) known by the parties to be considered confidential or proprietary, such as the Software, or (C) which should be known or understood to be confidential or proprietary by an individual exercising reasonable commercial judgment in the circumstances. Confidential Information does not include information to the extent that such information: (i) is or becomes generally known to the public by any means other than a breach of the obligations of a receiving party hereunder; (ii) was previously known to the receiving party as evidenced by its written records; (iii) is rightly received by the receiving party from a third party who is not under an obligation of confidentiality; or (iv) is independently developed by the receiving party without reference to or use of the other party's Confidential Information.

(e) **"Designated Computer System"** shall mean the City of Santa Fe's platform and operating system environment which is operating the Software.

(f) **"Documentation"** means user guides, operating manuals, educational materials, product descriptions and specifications, technical manuals, supporting materials, and other information regardless of the media on which it is provided.

(g) **"License"** means the license granted to the City of Santa Fe pursuant to Section 2.01 hereof and includes both a Concurrent User License and a Site License.

(h) **"License Agreement"** means this Software License Agreement.

(i) **"Release"** means an Update and an Upgrade.

(j) **"Required Programs"** have the meaning set out in Section 3.03.

(k) **"Site License"** means a license that restricts the Software such that it can reside in one production environment and unlimited non production environments.

(l) **"Software"** means the software products that are listed in Schedule "A" and to which the License applies.

(m) **"Update"** means a minor modification or enhancement to the Software related to a bug fix, minor additional functionality or legislative changes.

(n) **"Upgrade"** means a major overhaul of the Software which is a complete new version of the Software.

(o) **"User"** means any employee of City of Santa Fe or any of City of Santa Fe's agents who are authorized by Harris pursuant to the terms of this License Agreement to have access to the Software.

Section 1.02 Currency

Unless otherwise specified, all references to amounts of money in this License Agreement and the related Schedules refer to U.S. currency.

Section 1.03 Schedules

The Schedules described below and appended to this License Agreement shall be deemed to be integral parts of this License Agreement.

Schedule "A" - Description of Software
Schedule "B" - License Fees & Payment Schedule

In the event of any conflict or inconsistency between the terms and conditions in the main body of this License Agreement and the terms and conditions in any Schedule, the terms and conditions of the main body of this License Agreement shall control.

ARTICLE II.
SOFTWARE LICENSES

Section 2.01 Grant of Licenses

(a) Subject to the terms and conditions of this License Agreement, Harris hereby grants to the City of Santa Fe a personal, non-exclusive, non-transferable and limited right and license to use the Software in object code format on the Designated Computer System (the "License") in consideration for the payment of the License fees. All Releases installed by City of Santa Fe are subject to this License.

(b) Any Software furnished by Harris in machine-readable form may be copied in whole or in part by City of Santa Fe for use on the Designated Computer System, access to which by Users can be from any computer terminal, whether internal to or external to City of Santa Fe's facility incorporating the Designated Computer System. To the extent that any temporary files associated with the Software are created during such use on terminals those temporary files are permitted under this License but only for such time that the temporary files are actually required. City of Santa Fe agrees that the original copy of all Software furnished by Harris and all copies thereof made by City of Santa Fe are and at all times remain the sole property of Harris.

(c) Any License granted under this License Agreement permits the City of Santa Fe to: (i) use the Software for its municipal and corporate purposes including, but not limited to,

performing testing, disaster recovery, disaster testing, training, archival and backup as the City of Santa Fe deems necessary, and (ii) use, copy and modify the Documentation for the purpose of creating and using training materials relating to the Software, which training materials may include flow diagrams, system operation schematics, and/or screen prints from operation of the Software. Access to and use of the Software by independent contractors of the City of Santa Fe shall be considered authorized use under this Section so long as any such independent contractors are bound by obligations of confidentiality and have been approved by Harris in advance of the independent contractors' access to the Software. The City of Santa Fe shall be responsible for (i) all of the actions of and (ii) any misuse of the Software by any independent contractor.

(d) The City of Santa Fe may duplicate Documentation, at no additional charge, for the City of Santa Fe's permitted uses so long as all required proprietary markings are retained on all duplicated copies.

(e) The Software is licensed to the City of Santa Fe on multiple levels. The Software is licensed on a "Concurrent User License" and "Site License" basis as set forth in Schedule "A".

(i) A Concurrent User License permits the City of Santa Fe to use the Software on the Designated Computer System (including all environments such as training, disaster recovery, etc.) provided that the number of Users who may be simultaneously using the Software is limited to the number of Concurrent Users specified for such Software on Schedule "A". A User is further defined as anyone authorized by the City of Santa Fe who is logged onto the Software, regardless of the type of interface (i.e. graphical user interface or browser user interface).

(ii) A Site License permits the City of Santa Fe to use the Software on the Designated Computer System in one (1) production environment and unlimited non production environments for the purposes of disaster recovery, disaster testing, training, archival and backup. City of Santa Fe requires a separate Site License for each production environment into which the Software or any portion thereof is read in machine-readable form.

The City of Santa Fe may purchase additional Software Licenses at the time such Licenses become necessary at Harris's then current prices and terms.

(f) As between Harris and City of Santa Fe, Harris reserves all rights, title and interest in and to the Software not expressly granted herein and the License specifically excludes all such reserved rights, title and interest.

Section 2.02 Term of License

The License commences on the date of this License Agreement. The License is perpetual and of indefinite duration and shall continue to be in force unless terminated pursuant to the terms hereof.

Section 2.03 Restrictions on Use

(a) Without limiting the generality of the License granted in Section 2.01 and the other restrictions listed therein, City of Santa Fe shall not, and will not allow, direct or authorize (directly or indirectly) any other party to: (i) use the Software for any purpose other than in connection with City of Santa Fe's primary business or operations; (ii) disassemble, de-compile, reverse engineer, defeat license encryption mechanisms, or translate any part of the Software, or otherwise attempt to reconstruct or discover the source code of the Software except and only to the extent that applicable law expressly permits, despite this limitation; (iii) modify or create derivate works of the Software; (iv) rent, lease, lend, or use the Software for timesharing or bureau use or to publish or host the Software for others to use; or (v) take any actions that would cause the Software to become subject to any open source or quasi-open source license agreement. City of Santa Fe shall be wholly liable to Harris for any misuse of the Software and these restrictions are absolute except as and only to the extent that this License Agreement may expressly permit City of Santa Fe to do otherwise.

(b) The Software and related materials supplied by Harris are protected by copyright and trademark laws. The Software is licensed and may not be resold by City of Santa Fe. Any rights not expressly granted herein are reserved. City of Santa Fe may not obscure, remove or otherwise alter any copyright, trademark or other proprietary notices from the Software and related materials supplied by Harris.

Section 2.04 Ownership of Software and Confidential Information

(a) The City of Santa Fe acknowledges that the Software contains proprietary information and Confidential Information of Harris which shall, at all times, remain the property of Harris and, in addition to its obligations outlined in Section 2.03, the City of Santa Fe agrees to treat such Confidential Information in accordance with Subsections (b) and (c) herein.

(b) The City of Santa Fe will take the same care to safeguard the Software as it takes to safeguard its own Confidential Information of a like nature and such care shall not be any less than would be taken by a reasonable person to safeguard its own confidential information.

(c) In order to assist Harris with the protection of its proprietary information and Confidential Information and to enable Harris to ensure that the City of Santa Fe is complying with its obligations, City of Santa Fe shall permit Harris to visit during normal business hours any premises at which the Software is used or installed and shall provide Harris with access to its Software. Harris shall provide City of Santa Fe with reasonable notice of any such audit.

Section 2.05 Ownership and Disposition of Documents

(a) The parties agree that no materials or documents are being created for City of Santa Fe by Harris under this License Agreement as of the effective date. All materials and documents which were developed or prepared by Harris for general use and which are not the copyright of any other party or publicly available, including educational materials, the Software and any other computer applications, shall continue to be the property of Harris.

(b) Only where the City of Santa Fe requests custom materials or documents, then upon the agreement of the parties in writing as evidenced by a duly executed statement of work, the City of Santa Fe shall be the exclusive owner of all such custom, materials and documents which are developed or prepared by Harris specifically for the City of Santa Fe so long as such customer materials and documents are specifically described as being deliverables that are subject to this Subsection 2.05 (b) in the relevant statement of work, except to the extent to which such materials or documents may contain pre-existing Harris materials, in which case the statement of work will describe the license for such pre-existing Harris materials.

ARTICLE III.
REPRESENTATIONS AND WARRANTIES

Section 3.01 Warranty of Performance

Harris warrants to the City of Santa Fe that:

(a) the Software will substantially perform as described in the Documentation if the Software is used in accordance with the Documentation, the terms of this License Agreement and where the City of Santa Fe has the Required Programs and the hardware meets the requirements of Section 3.03 (b). The City of Santa Fe's primary recourse in the event the Software does not conform to the Documentation is the repair and replacement of the Software.

(b) it has the full right, authority and power to enter into this License Agreement and to grant to the City of Santa Fe the Licenses and rights conveyed by this License Agreement; and

(c) the Software is an original work of authorship.

Section 3.02 No Other Warranties

The express warranties contained in this Article III are in lieu of all other representations, warranties and conditions, express or implied, whether arising by statute or otherwise in law or from a course of dealing, or usage of trade, including all warranties related to the merchantability and fitness for a particular purpose of the Software. No warranties are provided in relation to Releases in this License Agreement. Harris reserves the right to correct any defects about which it is made aware and to produce Releases at a time of Harris's own choosing and at Harris's discretion. Without limiting the generality of the foregoing, Harris does not represent or warrant and the City of Santa Fe acknowledges that there are no further representations or warranties:

(a) that the functions contained in the Software will operate in the combinations which may be selected for use by the City of Santa Fe or will meet the City of Santa Fe's requirements and satisfy its intended results;

(b) that the operation of the Software will be error free.

Section 3.03 Required Programs

(a) The City of Santa Fe acknowledges that the use of the Software requires that the City of Santa Fe obtain and install additional required software programs (the "**Required Programs**"), as detailed in the attached Schedule "A". The City of Santa Fe agrees that the acquisition of the Required Programs shall be at its sole cost and that the cost thereof is not included in the fees herein, including for any future updates about which City of Santa Fe is provided with commercially reasonable advance notice.

(b) City of Santa Fe's hardware must also be of sufficient quality, condition and repair, and the City of Santa Fe agrees to maintain its hardware in the appropriate quality, condition and repair at its sole cost and expense, in order to facilitate the achievement of the proper installation and implementation of the Software in accordance the Software Implementation Services Agreement. If Harris determines that City of Santa Fe's hardware is not of sufficient quality, condition and repair, Harris shall notify City of Santa Fe in writing of the Hardware deficiencies. City of Santa Fe will strive to remedy any hardware deficiencies within 30 days of notification

Section 3.04 Exclusions to Warranty

Harris shall not be liable for any breach of the foregoing warranties which results from causes beyond the reasonable control of Harris, including

(a) where the installation, integration, modification or enhancement of the Software has not been carried out by Harris or its authorized agent, or where City of Santa Fe has taken any action which is expressly prohibited by the Documentation or this License Agreement;

(b) any use or combination of the Software with any software, equipment or services not supplied by or on behalf of Harris;

(c) user error, or other use of the Software in a manner or in an operating environment for which it was not intended or other than as permitted in the relevant scope of work or in this License Agreement;

(d) City of Santa Fe's failure to install a new Update which has been released to remedy an error or bug, and which Harris has stated to City of Santa Fe is a required Update necessary for security purposes or for legislative compliance purposes or other reasons as Harris may determine is important in its sole discretion; or

(e) natural disasters, power surges, lightning strikes, and the like.

ARTICLE IV.
FEES AND PAYMENTS

Section 4.01 Fees and Payments

(a) The City of Santa Fe agrees to pay Harris total license fees detailed in Schedule "B", which is not inclusive of any applicable taxes. The City of Santa Fe shall be responsible for the payment of any applicable duties and sales/consumption taxes. The fee structure and payment schedule is outlined in the attached Schedule "B". The License is subject to the full payment of the license fees.

(b) Except for any aspect of the license fee which is payable on the date that this License Agreement is executed, in which case the payment is due on the date of execution, during the term of this License Agreement City of Santa Fe shall have thirty (30) days after the date outlined in the payment schedule in Schedule "B" to pay Harris the applicable license fee.

ARTICLE V.
REMEDIES, LIABILITY AND INDEMNITY

Section 5.01 Remedies and Liability

(a) Termination of this License Agreement shall not affect any right of action of either party arising from anything which was done or not done, as the case may be, prior to the termination taking effect.

(b) The City of Santa Fe and Harris recognize that circumstances may arise entitling the City of Santa Fe to damages for breach or other fault on the part of Harris arising from this License Agreement. The parties agree that in all such circumstances the City of Santa Fe's remedies and Harris's liabilities will be limited as set forth below and that these provisions will survive notwithstanding the termination or other discharge of the obligations of the parties under this License Agreement.

(i) EXCEPT FOR DAMAGES ARISING OUT OF (a) HARRIS'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS, (b) HARRIS'S INTENTIONAL MISREPRESENTATION OR WILLFUL MISCONDUCT, OR (c) HARRIS'S INDEMNIFICATION OBLIGATIONS SET FORTH IN Section 5.03~~SECTION 5.03~~, BOTH PARTIES AGREE THAT HARRIS'S LIABILITY, IF ANY, FOR ANY DIRECT DAMAGES RELATING TO OR ARISING UNDER THIS LICENSE AGREEMENT SHALL NOT EXCEED IN THE AGGREGATE THE LICENSE FEES PAID TO HARRIS BY THE CITY OF SANTA FE IN CONNECTION WITH THIS LICENSE AGREEMENT.

(ii) IN ADDITION TO THE FOREGOING, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST REVENUE OR LOSS OF PROFITS, EVEN IF SUCH OTHER PARTY HAS

BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

(iii) CLAUSES (i) AND (ii) SHALL APPLY IN RESPECT OF ANY CLAIM, DEMAND OR ACTION BY A PARTY IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION UNDERLYING SUCH CLAIM, DEMAND OR ACTION, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT OR TORT.

Section 5.02 Intent

The parties hereby confirm that the waivers and disclaimers of liability, releases from liability, limitations and apportionments of liability, and exclusive remedy provisions expressed throughout this License Agreement shall apply even in the event of default, negligence (in whole or in part), strict liability or breach of contract of the person released or whose liability is waived, disclaimed, limited, apportioned or fixed by such remedy provision, and shall extend to such person's affiliates and to its shareholders, directors, officers, employees and affiliates.

Section 5.03 Intellectual Property Indemnity

(a) In the event there is a third party claim against City of Santa Fe alleging that City of Santa Fe's use of the Software in accordance with this License Agreement constitutes an infringement of a Canadian or United States' patent, copyright, trade-mark or trade secret or other intellectual property that is valid and enforceable in City of Santa Fe's jurisdiction, Harris shall, at its expense, defend and indemnify City of Santa Fe and pay any final judgment (including all damages awarded against City of Santa Fe) against City of Santa Fe or settlement agreed to by Harris on City of Santa Fe's behalf. This indemnity is only effective where (i) City of Santa Fe has not made any admissions or begun settlement negotiations either prior to or after providing notice to Harris of the applicable claim except with Harris's prior written consent, (ii) Harris has sole control of the defense of any claim or proceeding and all negotiations for its compromise or settlement; (iii) City of Santa Fe assists and provides information to Harris throughout the action or proceeding, and (iv) City of Santa Fe has not modified the Software in any manner whatsoever except with the prior written consent of Harris. Any breach by City of Santa Fe of its covenants under this Section 5.03 shall nullify this indemnity but not the sole right of Harris to have full and complete authority of the defense to defend such claim or proceeding and of all negotiations related therewith and the settlement thereof. In the event that the City of Santa Fe's use of the Software is finally held to be infringing or Harris deems that it may be held to be infringing, City of Santa Fe agrees that the only remedy available to it is that Harris shall be, at Harris's election, for Harris to: (1) procure for the City of Santa Fe the right to continue use of the Software; or (2) modify or replace the Software so that it becomes non-infringing.

(b) The foregoing states Harris's entire liability, and the City of Santa Fe's exclusive remedy, with respect to any claims of infringement of any copyright, patent, trade-mark, trade

secret or other property interest rights relating to the Software, or any part thereof or use thereof.

(c) City of Santa Fe may, at City of Santa Fe's sole cost and expense—which is outside the scope of this indemnity—retain counsel of its own choosing who shall be permitted to attend all settlement conferences and hearings or other court appearances (except where the court has specifically made an order against such attendance) related to the proceeding.

Section 5.04 Remedies

Where remedies are expressly afforded by this License Agreement, such remedies are intended by the parties to be the sole and exclusive remedies of the City of Santa Fe for liabilities of Harris arising out of or in connection with this License Agreement, notwithstanding any remedy otherwise available at law or in equity.

ARTICLE VI.
GENERAL

Section 6.01 Confidentiality

(a) Duty Owed to the City of Santa Fe -- The Confidentiality Article 6.01 is subject to the requirements and limitations of the New Mexico Inspection of Records Act ("IPRA") and the cases and the Attorney General Opinions and Letters. In the event of a conflict, the City shall comply at all times with IPRA. Harris acknowledges that it may receive information from the City of Santa Fe or otherwise in connection with this License Agreement. Except for information in the public domain, unless such information falls into the public domain by disclosure or other acts of the City of Santa Fe or through the fault of the City of Santa Fe, Harris agrees:

(i) to maintain this information in confidence;

(ii) not to use this information other than in the course of this License Agreement;

(iii) not to disclose or release such information;

(iv) not to disclose or release such information to any third person without the prior written consent of the City of Santa Fe, except for authorized employees or agents of Harris; and

(v) to take all reasonable actions, whether by instruction, agreement or otherwise, to ensure that third persons with access to the information under the direction or control or in any contractual privity with Harris, do not disclose or use, directly or indirectly, for any purpose other than for performing the Services during or after the term of this License Agreement, any material or information, including the information, without first obtaining the written consent of the City of Santa Fe.

(b) Duty Owed to Harris -- The parties agree that if the City of Santa Fe breaches any term of Section 2.03 or Section 2.04 then Harris shall have the right to terminate this License Agreement and the grant of Licenses herein forthwith without giving notice as set forth in Section 6.02(a).

Section 6.02 Termination

(a) If either party should fail to comply with its obligations under this License Agreement, the other party must notify the breaching party in writing of such default (a "Default Notice"). Upon receipt of a Default Notice, the breaching party must correct the default at no additional cost to the other party, or issue a written notice of its own disputing the alleged default, in either case within thirty (30) days immediately following receipt of a Default Notice. If the breaching party fails to correct the default, or issue a notice disputing the alleged default, in either case within ninety (90) days following receipt of the Default Notice, the other party may terminate the whole of this License Agreement.

(b) If City of Santa Fe has failed to pay the license fees in accordance with Article IV then Harris shall have the right to terminate the License and this License Agreement immediately without complying with Section 6.04.

Section 6.03 Procedure on Termination

(a) If this License Agreement is terminated prior to the Completion of Services, then within thirty (30) days following such termination, the City of Santa Fe shall either return to Harris or delete the Software from all of its locations (except as required under any statute related to retention requirements) and shall certify, under the hand of a duly authorized officer of the City of Santa Fe, that all copies of the Software or any part thereof, in any form, within the possession or control of the City of Santa Fe have either been returned to Harris or deleted.

(b) If this License Agreement is terminated following the Completion of Services, then the City of Santa Fe may retain the copy of the Software in its possession as of the Completion of Services. Notwithstanding the foregoing, the City of Santa Fe will remain subject to the obligations imposed upon it pursuant to this License Agreement with respect to the Software, including, but not limited to, such obligations relating to ownership of the Software and confidentiality and all of the restrictions on the City of Santa Fe as set out in Article II.

(c) Despite Subsection (d) below, all warranties related to the Software automatically terminate upon the termination of this License Agreement.

(d) The following sections and articles shall survive the termination of this License Agreement: Section 3.02, Section 3.04, Section 5.01, Section 5.02, Section 5.04, Article IV and Article VI.

Section 6.04 Mediation

Except where this License Agreement explicitly states that this Section does not apply, the parties agree to submit any claim, controversy or dispute arising out of or relating to this License Agreement or the relationship created by this License Agreement to non-binding mediation before bringing a claim, controversy or dispute in a court or before any other tribunal. The mediation is to be conducted by either an individual mediator or a mediator appointed by mediation services mutually agreeable to the parties. The mediation shall take in the City of Santa Fe, New Mexico; provided; however, in no event shall the mediation occur later than ninety (90) days after either party notifies the other of its desire to have a dispute be placed before a mediator. Such mediator shall be knowledgeable in software system agreements. The costs and expenses of mediation, including compensation and expenses of the mediator (and except for the attorneys fees incurred by either party), is to be shared by the parties equally. If the parties are unable to resolve the claim, controversy or dispute within ninety (90) days after the date either party provides the other notice of mediation, then either party may bring and initiate a legal proceeding to resolve the claim, controversy or dispute unless the time period is extended by a written agreement of the parties. Nothing in this Section shall inhibit a party's right to seek injunctive relief at any time.

Section 6.05 Addresses for Notice

Any notice required or permitted to be given to any party to this License Agreement shall be given in writing and shall be delivered personally, mailed by prepaid registered post or sent by facsimile to the appropriate address or facsimile number set out below. Any such notice shall be conclusively deemed to have been given and received on the day on which it is delivered or transmitted (or on the next succeeding business day if delivered or received by facsimile after 5:00 p.m. local time on the date of delivery or receipt, or if delivered or received by facsimile on a day other than a business day), if personally delivered or sent by facsimile or, if mailed, on the third business day following the date of mailing, and addressed, in the case of Harris, to:

N. HARRIS COMPUTER CORPORATION
1 Antares Drive, Suite 400
Ottawa, Ontario K2E 8C4
Attention: CEO
Telephone: 613-226-5511, extension 2149

and in the case of the City of Santa Fe, to:

801 W. San Mateo Street
Santa Fe, New Mexico 87505
Attention: Peter Ortega
Telephone: 505-955-4364

Each party may change its particulars respecting notice, by issuing notice to the other party in the manner described in this Section 6.05.

Section 6.06 Assignment

Neither party may assign any of its rights or duties under this License Agreement without the prior written consent of the other party, such consent not to be unreasonably withheld, except that either party may assign to a successor entity in the event of its dissolution, acquisition, sale of substantially all of its assets, merger or other change in legal status. The License Agreement shall inure to the benefit of and be binding upon the parties to this License Agreement and their respective successors and permitted assigns

Section 6.07 Reorganization

The City of Santa Fe acknowledges that the License fee set out in this License Agreement has been established on the basis of the structure of the City of Santa Fe as of the Effective Date. To the extent that the City of Santa Fe amalgamates, consolidates or undergoes any similar form of corporate Reorganization or transition (a "Reorganization"), and the resulting entity (whether or not the City of Santa Fe is the resulting or continuing entity) requires additional Licenses to support the system, Harris shall be entitled to receive, and the City of Santa Fe shall pay, an additional License fee based on the then prevailing License fee in effect. The provisions of this Section 6.07 shall apply to any subsequent Reorganizations occurring following the first Reorganization. The provisions of this Section 6.07 shall not apply where the City of Santa Fe undergoes a Reorganization involving only other City of Santa Fes that have already purchased a License from Harris only to the extent that the License is for the same Software. For purposes of this License Agreement, any corporate changes undergone by the City of Santa Fe will be characterized as either an assignment, in which case Section 6.06 will apply, or a Re-City of Santa Fe, in which case Section 6.07 will apply, but it is not intended that Section 6.06 and Section 6.07 will apply to any single sequence of events, if such application would result in a duplication of the fees provided for in those provisions.

Section 6.08 Entire Agreement

This License Agreement shall constitute the entire agreement between the parties hereto with respect to the License of the Software. The Information Technology Agreement between the City and Harris is a separate Agreement and is binding in its own right and upon their own terms.

Section 6.09 Section Headings

Section and other headings in this License Agreement are for reference purposes only, and are in no way intended to describe, interpret, define or limit the scope or extent of any provision hereof.

Section 6.10 Governing Law

Section 6.11 This License Agreement shall be governed by the laws of the State of New Mexico and the Ordinances of the City of Santa Fe.

Section 6.12 Invalidity

The invalidity or unenforceability of any provision or covenant contained in this License Agreement shall not affect the validity or enforceability of any other provision or covenant herein contained and any such invalid provision or covenant shall be deemed to be severable.

Section 6.13 Waiver

A term or condition of this License Agreement may be waived or modified only by written consent of both parties. Forbearance or indulgence by either party in any regard shall not constitute a waiver of the term or condition to be performed, and either party may evoke any remedy available under the License Agreement or by law despite such forbearance or notice.

Section 6.14 Counterparts

This License Agreement may be executed in counterparts (whether by facsimile signature, in an email PDF or otherwise), each of which when so executed shall constitute an original and all of which together shall constitute one and the same instrument.

Section 6.15 Further Assurances

The parties shall do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated hereby, and each party shall provide such further documents or instruments required by any other party as may be reasonably necessary or desirable to effect the purposes of this License Agreement and carry out its provisions.

Section 6.16 Allocation of Risk

City of Santa Fe acknowledges that the limited warranties, disclaimers and limitations of liability contained in this License Agreement set forth an allocation of risk reflected in the fees and payments due hereunder.

IN WITNESS WHEREOF the parties hereto have duly executed this License Agreement to be effective as of the date first written above.

N. HARRIS COMPUTER CORPORATION

Per: _____

Name: Peter Fanous
Title: Executive Vice President

N. HARRIS COMPUTER CORPORATION

Per: _____

Name: Aviva Cohen
Title Vice President, Finance

CITY OF SANTA FE:

DAVID COSS, MAYOR

11-26-13

DATE

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

CCmtg 11-13-13

APPROVED AS TO FORM:

for 10/21/13

GENO ZAMORA, CITY ATTORNEY

APPROVED:

11/26/13

MARCOS A. TAPIA,

FINANCE DIRECTOR

52201. 570850

Business Unit/Line Item

Schedule "A"
Description of Software

Software	License Type	Quantity
CIS Infinity	Concurrent User License	30
Infinity.Link	Site License – unlimited users	1
Infinity.Mobile	Site License – unlimited users	1

Required Programs for CIS Infinity Version 3

Application Server Operating System:
Windows Server 2008 or Higher with Microsoft Internet Information Service (IIS 7.5)

Database Server:
a) Windows Server 2008/2012 running Microsoft SQL Server 2008 or Higher or;
b) Windows Server 2008/2012 or Higher running Oracle 9 or Higher or;
c) Unix/Linux/AIX (any version) running Oracle 9 or Higher

Network: Widely accepted network infrastructure utilizing TCP/IP as its primary communication protocol.

Workstation Operating System: Windows XP or Higher (Vista, Windows 7, Windows 8)

Recommended Workstation Software:

a) Microsoft Office (Word/Excel) 2007 or Higher (2010/2013)
b) NET 4.0 Framework Installed

Optional Workstation Software:

ESRI MapObjects run time – used for GIS shape file integration (if applicable)

For Dynamics GP Integration
a) Dynamics GP 10/2010 and eConnect 10/2010 (API)
b) .NET Framework 3.5 or higher on the workstation running the Dynamics interface/eConnect

A comprehensive list of all optional workstation software cannot be provided; it is possible other workstation software may be required for specific client interfaces.

* All software must be running the latest recommended patches from the respective provider of such software.

User Permissions

Each user of CIS Infinity will require the following rights on the CIS Infinity folder on the network (for example:

\\cisappserver\CISInfinity - for Production

\\Cisappserver\CISTest - for Test

- Read
- Write
- Modify

Each user will require the following rights to the defined local CIS folder of the local workstation they are working from:

- Read
- Write
- Modify

Required Programs for Infinity.Link

Application Server Operating System:

a) Windows Server 2008 or Higher with Microsoft Internet Information Service (IIS 7.5)
b) .NET 4.x Framework Installed

Network: Widely accepted network infrastructure utilizing the TCP/IP as its primary communication protocol.

Supported browsers:

a) Latest versions of common browsers - Microsoft Internet Explorer 7.0, Mozilla Firefox, Google Chrome, Apple Safari
b) Any of the above browsers that are available on popular smartphones and tablets

* All software must be running the latest recommended patches from the respective provider of such software.

Internet payment processing and payment clearing is provided, at no extra license fee, for Infinity.Link and applicable CIS Infinity functionality via the Harris Payment Gateway. Any interface to another payment processing vendor is an additional fee of a minimum $30,000. This fee could be higher if development is required. An annual maintenance fee of 25% of this additional fee is required.

Required Programs for Infinity.Mobile

Application Server Operating System:

a) Windows Server 2008 or Higher with Microsoft Internet Information Service (IIS 7.5)
b) .NET 4.x Framework Installed

Network: Widely accepted network infrastructure utilizing the TCP/IP as its primary communication protocol.

Supported browsers:

a) Latest versions of common browsers - Microsoft Internet Explorer 7.0, Mozilla Firefox, Apple Safari
b) Any of the above browsers that are available on tablets

Schedule "B"
License Fees and Payment Schedule

License Fees

	Description	Quantity	Cost
License Fees	CIS Infinity – Concurrent User License	30	$275,000
	Infinity.Link – Site License	1	$40,000
	Infinity.Mobile – Site License	1	$30,000
	Gross Receipts Tax		$14,094
	Total License Fees		**$289,094**

Payment Schedule

Ref	Milestone	Amount
LP1	On execution of this Agreement (50%)	$144,547
LP2	On completion of final Discovery week (25%)	$72,273
LP3	On initial installation of CIS Infinity using the City of Santa Fe's specific data (25%)	$72,273
	TOTAL	**$289,094**

ITEM # 13-1139

EXHIBIT C TO THE INFORMATION TECHNOLOGY AGREEMENT BETWEEN THE CITY OF SANTA FE AND N. HARRIS COMPUTER CORPORATION

SUPPORT AND MAINTENANCE AGREEMENT

RECITALS

1. Harris owns the Software which has been licensed to City pursuant to a Software License Agreement;

2. The City wishes to receive support and maintenance services related to the Software;

3. Harris shall provide the support and maintenance services related to the Software;

4. The City and Harris are entering into three (3) separate agreements with each dealing with a separate aspect of the Software: a Software License Agreement, a Support and Maintenance Agreement and a Software Implementation Services Agreement.

NOW THEREFORE, in consideration of the mutual covenants set out in this support and maintenance agreement (the "Support and Maintenance Agreement") and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties agree as follows:

1. Unless otherwise defined herein, all defined terms used herein shall have the meaning ascribed to them in the Software License Agreement (the "License Agreement").

2. This Support and Maintenance Agreement is the exclusive statement of the entire support and maintenance agreement between Harris and City.

3. Harris shall provide software support primarily via telephone and electronic mail in addition to site visits only when necessary. The support services will be provided only during the hours of operation as described in Exhibit 2 hereto and which are in effect as of the Start Date (as defined below), as such services may, at Harris's sole discretion, be modified or supplemented from time to time. To enable Harris to provide effective support, the City will establish auto remote access procedures compatible with Harris's then current practices which may be revised over time.

4. This Support and Maintenance Agreement becomes effective the date the Software is installed (the "Start Date").

5. In consideration for the support services specified in Section 2, City shall pay the "Support and Maintenance Fee" as detailed in Exhibit 1 below, being approximately equal to 25% of the license fees paid. The Support and Maintenance Fee will be billed annually in advance but the initial Support and Maintenance Fee for the initial term is due six (6) months following the date on which this Support and Maintenance Agreement is executed and thereafter on the anniversary of the Start Date or on an alternative date mutually agreed to by both parties. If the City would like to match the annual invoicing

of the Support and Maintenance Fee to its fiscal year or any other period it may request, during the initial term of this Support and Maintenance Agreement, that Harris issue a prorated invoice for the portion of the year remaining during the initial term. Harris may change the Support and Maintenance Fee from time to time in relation to each renewal term but City shall only be billed once per year subject to the following: the Support and Maintenance Fee shall not increase for the first renewal term but thereafter the Support and Maintenance Fee will only rise by an amount equal to the Consumer Price Index as published by the Bureau of Labor Statistics for the most recent year prior to the date on which Harris provides its notice of the new Support and Maintenance Fee to City for each subsequent renewal term.

6. In addition to the Support and Maintenance Fee, City shall reimburse Harris for its direct expenses in providing support services ("Billable Fees") pursuant to this Support and Maintenance Agreement which include as of the Start Date:

(a) courier services, photocopying, faxing, long distance phone calls and reproduction services,

all reasonable travel costs including travel time to be capped at 6 hours per trip, $45 per diem meals in accordance with the City's Per Diem and Mileage Policy and the New Mexico Department of Finance and Administration's Regulations Governing the Per Diem and Mileage Act. Harris shall be responsible for paying all taxes, fees, assessments and premiums of any kind payable on its employees and operations.

and all other pre-approved by the City in writing expenses incurred in the performance of Harris's duties hereunder.

7. Harris shall supply all Upgrades to City at no additional charge other than the payment of the Support and Maintenance Fee. Upgrades may require additional services to be performed by Harris outside of the scope of those services provided by Harris as described in Section 8 including additional training not covered by the Software Implementation Services Agreement and professional services for the installation and implementation of the Upgrade that will be subject to Harris's then-prevailing policies, terms and Billable Fees related to pricing and hourly rates.

8. All Updates of the Software and all those services listed in Exhibit 2 which are included as part of City 's Software support will be made available to City at no additional charge other than the payment of the Support and Maintenance Fee.

9. All payments hereunder shall be in U.S. dollars and shall be net of any taxes, tariffs or other governmental charges. Harris shall be responsible for paying all taxes, fees, assessments and premiums of any kind payable on its employees and operations. Any tax Harris may be required to collect or pay upon the sale, use or delivery of the support and maintenance services described in this Support and Maintenance Agreement shall be paid by City and such sums shall be due and payable to Harris upon receipt of an invoice therefore. Any taxes levied in relation to the services required for a Release shall be paid by City .

10. The initial term of this Support and Maintenance Agreement shall be for one year beginning on the Start Date or as the initial term has been modified pursuant to Section 5. Thereafter, this Support and Maintenance Agreement shall automatically renew for the first three renewal terms on an annual basis unless the City provides 30 days' notice prior to the end of the initial term and any applicable renewal term. This Support and Maintenance Agreement shall automatically expire following the third renewal term and each renewal term thereafter unless the City provides its 30 days' notice of its intent to renew in writing prior to the anniversary of such date. City shall pay the then prevailing Support and Maintenance Fee in advance for each term of the Support and Maintenance Agreement. The termination of this Support and Maintenance Agreement by City shall not affect the License or the Software License Agreement. Harris shall neither refund any Support and Maintenance Fees nor any Billable Fees if this Support and Maintenance Agreement is terminated. City acknowledges that if this Support and Maintenance Agreement is terminated, then it will not be eligible to receive the benefits of this Support and Maintenance Agreement including the right to Releases or to access the source code in escrow upon the occurrence of any Event of Default.

11. Title to and ownership of all proprietary rights in the Releases and all related proprietary information supplied by Harris in providing the services pursuant to this Support and Maintenance Agreement shall at all times remain with Harris, and City shall acquire no proprietary rights by virtue of this Support and Maintenance Agreement.

12. Harris and the City shall have the right to terminate this Support and Maintenance Agreement immediately if:

    (a) Either party attempts to assign this Support and Maintenance Agreement or any of its rights hereunder, or undergoes a City , without complying with the License Agreement; or

    (b) City has not paid an invoice within thirty (30) days of the start of a renewal term that the City has provided a notice of intent to renew.

13. Unless otherwise agreed to by the parties, all notices required hereunder shall be made in accordance with the provisions of the License Agreement.

14. Either party's lack of enforcement of any provision in this Support and Maintenance Agreement in the event of a breach by the other shall not be construed to be a waiver of any such provision and the non-breaching party may elect to enforce any such provision in the event of any repeated or continuing breach by the other.

15. The parties agree that the terms and conditions contained herein shall prevail notwithstanding any variations on any orders, e-mails or other correspondence submitted by City.

16. The particular provisions of this Support and Maintenance Agreement shall be deemed confidential in nature and neither City nor Harris shall divulge any of its provisions as set forth herein to any third party except as may be required by law, specifically as

required by the New Mexico Inspection of Public Records Act, which Harris and the City agree shall control in the event of a conflict.

17. (a) Termination of this Support and Maintenance Agreement shall not affect any right of action of either party arising from anything which was done or not done, as the case may be, prior to the termination taking effect.

(b) The City and Harris recognize that circumstances may arise entitling the City to damages for breach or other fault on the part of Harris arising from this Support and Maintenance Agreement. The parties agree that in all such circumstances the City 's remedies and Harris's liabilities will be limited as set forth below and that these provisions will survive notwithstanding the termination or other discharge of the obligations of the parties under this Support and Maintenance Agreement.

1. EXCEPT FOR DAMAGES ARISING OUT OF (a) EITHER PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS, (b) HARRIS'S INTENTIONAL MISREPRESENTATION OR WILLFUL MISCONDUCT, (c) INJURY OR DEATH TO PERSONS OR (d) DAMAGE TO TANGIBLE OR REAL PROPERTY, BOTH PARTIES AGREE THAT HARRIS'S LIABILITY, IF ANY, FOR ANY DAMAGES RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID TO HARRIS BY THE CITY OF SANTA FE IN CONNECTION WITH THIS AGREEMENT DURING THE PRECEDING TWELVE MONTH PERIOD IN WHICH THE CLAIM IS MADE.

2. IN ADDITION TO THE FOREGOING, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST REVENUE, LOSS OF DATA OR LOSS OF PROFITS, EVEN IF SUCH OTHER PARTY HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

(d) CLAUSES (i) AND (ii) SHALL APPLY IN RESPECT OF ANY CLAIM, DEMAND OR ACTION BY A PARTY IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION UNDERLYING SUCH CLAIM, DEMAND OR ACTION, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT OR TORT.

18. The parties hereby confirm that the waivers and disclaimers of liability, releases from liability, limitations and apportionments of liability, and exclusive remedy provisions expressed throughout this Support and Maintenance Agreement shall apply even in the event of default, negligence (in whole or in part), strict liability or breach of contract of the person released or whose liability is waived, disclaimed, limited, apportioned or fixed by such remedy provision, and shall extend to such person's affiliates and to its shareholders, directors, officers, employees and affiliates. The liability of each party under this Support and Maintenance Agreement is in relation to the specific services provided for explicitly under this Support and Maintenance and is not in relation to any

services provided under the Information Technology Agreement entered into coincidentally with this Support and Maintenance Agreement.

19. Where remedies are expressly afforded by this Support and Maintenance Agreement, such remedies are intended by the parties to be the sole and exclusive remedies of the City for liabilities of the Harris arising out of or in connection with this Support and Maintenance Agreement, notwithstanding any remedy otherwise available at law or in equity.

20. The City may, at City 's option, enter into an escrow arrangement with Harris. Upon the City 's request:

    (i) City shall be presented with the standard escrow beneficiary enrolment document for participation in Harris's source code escrow arrangement with an escrow agent (the "**Escrow Arrangement**").

    (ii) By entering into this Escrow Arrangement, the City shall have all the rights as stipulated in the escrow agreement together with those rights which are more specifically outlined in Schedule "A", Escrow Terms, which shall form part of this Support and Maintenance Agreement in accordance with the terms of Schedule "A".

21. Applicable Law. The laws of the State of New Mexico shall govern this Agreement. Venue shall be proper only in a New Mexico court of competent jurisdiction in the county where the City's main office is located. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all such.

22. This Support and Maintenance Agreement may not be assigned by the City or Harris unless, pre-approved in writing by the other party concurrently with any such assignment, and further unless the City assigns its rights under, and complies with the provisions of the License Agreement or where such assignment is permitted in the Information Technology Agreement.

23. This Support and Maintenance Agreement shall be binding upon the successors and assigns of the parties and enure to the benefit of the successors and permitted assigns of the parties.

24. The invalidity or unenforceability of any provision or covenant contained in this Support and Maintenance Agreement shall not affect the validity or enforceability of any other provision or covenant herein contained and any such invalid provision or covenant shall be deemed to be severable.

25. This Support and Maintenance Agreement may be executed in counterparts (whether by facsimile signature or in PDF format via e-mail or otherwise), each of which when so executed shall constitute an original and all of which together shall constitute one and the same agreement.

Schedule "A"

Escrow Terms

Where the City has agreed to be a beneficiary of the Escrow Agreement (as defined below) by entering into the Escrow Arrangement, the following sections shall apply to the Support and Maintenance Agreement upon the execution of the Escrow Arrangement.

(a) Harris and Lincoln-Parry (the "**Escrow Agent**") have entered into an escrow agreement (the "**Escrow Agreement**"). The Source Code is provided by Harris to the Escrow Agent pursuant to the terms of this Agreement. The City has a right to the Source Code pursuant to the provisions of this Schedule and the Escrow Agreement as it has agreed to participate in the Escrow Arrangement and is a beneficiary because the City has completed the Escrow Arrangement document. Harris agrees that if an "Event of Default" occurs, then the City shall have the right to one copy of the most current version of the Source Code for the affected Software and associated Documentation.

(b) An **Event of Default** is defined as and shall be deemed to have occurred if Harris: (1) ceases to market or make available maintenance or support services for the Software during a period in which the City is entitled to receive or to purchase, or is receiving or purchasing, such maintenance and support and Harris has not promptly cured such failure despite the City 's demand that Harris make available or perform such maintenance and support, (2) becomes insolvent, executes an assignment for the benefit of creditors, or becomes subject to bankruptcy or receivership proceedings, and it continues to be subject to bankruptcy proceedings ninety (90) days following either its application into bankruptcy protection or the commencement of such proceedings, or (3) has transferred all or substantially all of its assets or obligations set forth in this Agreement to a third party which has not assumed all of the obligations of Harris set forth in this Agreement.

(c) Harris will promptly and continuously update and supplement the Source Code as necessary with all corrections, improvements, updates, releases, or other changes developed for the Software and Documentation. Such Source Code shall be in a form suitable for reproduction and use and shall consist of a full source language statement of the program or programs comprising the Software.

(d) The governing License for the Software includes the right to use Source Code received under this Schedule as necessary to modify, maintain, and update the Software but for no other purposes outside the normal business operations of the City .

(e) The termination of the Support and Maintenance Agreement shall immediately end the City's rights as a beneficiary under the Escrow Agreement and Escrow Arrangement, as applicable.

(f) This Schedule "A" shall form part of the Support and Maintenance Agreement

only where an Escrow Arrangement is entered into by the parties. The Escrow Agreement provides that either the Escrow Agent or Harris will annually send notices to the City of the Escrow Agent's continued possession of the Source Code and will also state the activity related to the Source Code provided to the Escrow Agent by Harris for the previous year. The Escrow Agreement cannot be terminated without the consent of each beneficiary (licensee) of the Escrow Agreement.

Exhibit 1
Annual Support and Maintenance Fee

Year 1 Support and Maintenance Fees: $68,750 Total

CIS Infinity	$51,250
Infinity.Link	$10,000
Infinity.Mobile	$7,500

Exhibit 2

Standard Support and Maintenance Services – Standard Guidelines

The purpose of this Exhibit 2 is to provide our customers with information on our standard coverage, the services which are included as part of your annual software support, a listing of call priorities, an outline of our escalation procedures and other important details.

Harris reserves the right to make modifications to this document as required; provided, however, Harris shall not reduce the scope of support provided hereunder without the prior consent of the City .

The services listed below are services that are included as part of your software support.

- 800 Toll Free Telephone support
- Software for Life
  - Guaranteed Support on your existing applications for life
  - Scheduled assistance for installations, upgrades and other special projects (there may be charges depending on the scope of work)
- Technical troubleshooting and issue resolution
- E-mail support call logging and notification
- eSupport access 24 x 7 with the following on-line benefits:
  - Log and close calls
  - View and update calls
  - Update contact information
  - Access published documentation
  - Access available downloads
  - Access Support knowledge base
  - Participate in Discussion Forums
- Standard software releases and updates
  - Defect corrections (as warranted)
  - Planned enhancements
  - State and/or Federal mandated changes (charges may exist depending on scope)
  - Participation in beta program
  - Release notes
- Customer Care Program
  - Quarterly News Letter with support tips
  - Technical support bulletins
  - Communication on new products and services
  - On-site visits (as required)
- Design review for potential enhancements or custom modifications
- Ability to attend the annual customer conference (attendance fees apply)

Help Desk Hours
Our standard hours of support are from 8:00 a.m. EST to 8:00 p.m. EST, Monday to Friday, excluding designated statutory holidays. After hours telephone support is available from 8:00 p.m. EST through to 8:00 a.m. EST. Weekend and holiday assistance is available and must be scheduled in advance and in most cases is billable.

Response Times

Response times will vary and are dependent on the priority of the call. We do our best to ensure that we deal with incoming calls in the order that they are received, however calls will be escalated based on the urgency of the issue reported. Our response time guidelines are as follows:

Priority 1: 1 - 4 hours

Priority 2: 1 - 8 hours

Priority 3: 1 - 24 hours

Call Priorities

In an effort to assign our resources to incoming calls as effectively as possible, we have identified three types of call priorities, 1, 2 and 3. A Priority 1 call is deemed by our support staff to be an Urgent or High Priority call, Priority 2 is classified as a Medium Priority and Priority 3 is deemed to be a Low Priority. The criteria used to establish guidelines for these calls are as follows:

Priority 1 – High

- System Down (Software Application, Hardware, Operating System, Database)
- Inability to process bills
- Program errors without workarounds
- Aborted postings or error messages preventing data integration and update
- Performance issues of severe nature impacting critical processes

Priority 2 - Medium

- System errors that have workarounds
- Reports calculation issues
- Printer related issues (related to interfaces with our software and not the printer itself)
- Security issues
- Hand-held issues not preventing billing
- Performance issues not impacting critical processes
- Usability issues
- Workstation connectivity issues (Workstation specific)

Priority 3 - Low

- Report formatting issues
- Training questions, how to, or implementing new processes
- Aesthetic issues
- Issues with workarounds
- Recommendations for enhancements on system changes
- Questions on documentation

Call Process

All issues or questions reported to support are tracked via a support call, our support analysts cannot provide assistance unless a support call is logged. Our current process for logging calls includes the following: eSupport (via website), email, phone and fax.

- Your call must contain at a minimum: your City name, contact person, software product and version, module and/or menu selection, nature of issue, detailed description of your question or issue and any other information you believe pertinent.

- Our support system or one of our support analysts will provide you with a call ID to track your issue and your call will be logged into our support tracking database.

- Your call will be stored in a queue and the first available support representative will be assigned to deal with your issue.

- As the support representative assigned to your call investigates your issue, you will be contacted and advised as to where the issue stands and the course of action that will be taken for resolution. If we require additional information, you will be contacted by the assigned support representative to supply the information required.

- All correspondence and actions associated with your call will be tracked against your call in our support database. At any time, if available to you, you may log onto our website to see the status of your call.

- Once your call has been resolved, you will receive an automated notification by email that your call has been closed. This email will contain the entire event history of the call from the time the call was created and leading up to the resolution of the call. You also have the option of viewing both your open and closed calls, if available to you, via our website.

- If your issue needs to be escalated to a development resource or programmer for resolution, your issue will be logged into our development tracking database and you will be provided with a separate ID number to track the progress of the issue. At this time, your support call will be closed and replaced by the development ID number. The development ID number will remain open until your issue has been completely resolved. Issues escalated to development will be scheduled for resolution and may not be resolved

immediately depending on the nature and complexity of the issue.

- Contact the support department at your convenience for a status update on your development issues, or log onto our website (if available to you) to view your issues on-line.

Escalation Process

Our escalation process is defined below. This process has been put in place to ensure that issues are being dealt with appropriately. If at any time you are not completely satisfied with the resolution of your issue, you are encouraged to escalate with the support department as follows:

Level 1: Contact the support representative working on your issue

Level 2: Contact the support supervisor or group lead

Level 3: Contact the Director of Support

Level 4: Contact the Vice President of Operations

Level 5: Contact the Executive Vice President

Holiday Schedule

Below is a listing of statutory holidays. Please note that support services will be closed on designated days as outlined below.

New Year's Day	Closed
President's Day	Closed
Memorial Day	Closed
Independence Day	Closed
Labor Day	Closed
Thanksgiving	Closed
Christmas Eve	Early Closure
Christmas Day	Closed
New Year's Eve	Early Closure

Billable Support Services

The services listed below are services that are out of scope of your support and maintenance agreement and are therefore considered billable services.

- Extended telephone training
- Forms redesign or creation (includes Bill Prints, Notice Prints and Letters)
- Setup and changes to interfaces or creation of new interface
- Setup of new services or changes to services (PAP, ACH, etc.)
- File imports/exports
- Custom modifications (reports, bills, forms, reversal of customizations)
- Setting up additional companies / agencies / tokens / general ledgers
- Data conversions / global modification to setup table data
- Database maintenance, repairs and optimization
- Installations / re-installations (workstations, servers)

Test Databases and Environments

We support customers in the maintenance of independent test environments for testing purposes. This allows customers the opportunity to test fixes, modifications, new business processes and/or scenarios without risking any potentially unwanted changes to the live environment.

Connection Methods

To ensure we can effectively support our clients, we require that a communication link is established and maintained between our two sites. It is the City 's responsibility to ensure the connection is valid at your location so that we can connect to your site and resolve any issues. Our supported methods of connection are: Direct internet, Virtual Private Network (VPN), Remote Access Server (RAS), Direct Connection (modem) and Terminal Services (a backup connection may be required for file transfers) however; Harris will work with the client to establish a mutually agreeable remote connection policy.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

N. HARRIS COMPUTER CORPORATION

Per: _____

Name Peter Fanous
Title: Executive Vice President

N. HARRIS COMPUTER CORPORATION

Per: _____

Name: Aviva Cohen
Title Vice President, Finance

CITY OF SANTA FE:

_____

DAVID COSS, MAYOR

11-26-13

DATE

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
CCMtg 11-13-13

APPROVED AS TO FORM:

GENO ZAMORA, CITY ATTORNEY 10/21/13

APPROVED:

11/26/13

MARCOS A. TAPIA,

FINANCE DIRECTOR

52201. 570850

Business Unit/Line Item

ITEM # 15-0460

AMENDMENT No. 1 TO THE CITY OF SANTA FE INFORMATION TECHNOLOGY AGREEMENT

AMENDMENT No. 1 (the "Amendment") to the City of Santa Fe Information Technology Agreement dated November 13, 2013 (the "Agreement"), between the City of Santa Fe (the "City") and N. Harris Computer Corporation. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide billing system support and maintenance services to the City of Santa Fe.

B. Pursuant to Article 25 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 2 of the Agreement is amended to include Exhibit "D –CO#1" and Exhibit "E-CO#2" which is attached hereto and incorporated herein.

2. PAYMENT:

Article 3, paragraph B of the Agreement is amended to increase the amount of compensation by a total of nineteen thousand five hundred dollars ($19,500) plus applicable gross receipts tax, so that Article 3, paragraph B reads in its entirety as follows:

A. The total compensation under this Agreement shall not exceed one

million fifty two thousand nine hundred seventy six dollars ($1,052,976) including NM gross receipts tax in accordance with the Payment Schedule B, attached to Exhibit A, D and E.

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 Agreement as of the dates set forth below.

CITY OF SANTA FE:

BRIAN K. SNYDER, CITY MANAGER

Date: 6-10-15

CONTRACTOR:

NAME & TITLE (PETER FANOUS, EVP)

Date: May 22/15

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

6/1

KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED: 6-8-2015

OSCAR RODRIGUEZ, FINANCE DIRECTOR

52201.570850
Business Unit/Line Item

ADVANCED™
UTILITY SYSTEMS
a Division of N. Harris Computer Corporation

City of Santa Fe

CIS Infinity Change Order

Date: Apr-20-2015

Change ID: Change Order # 1

Description: Out of Scope Mod – GIS Service Address Verification and Validation CW96100

Exhibit "D"

Authorization

Advanced Utility Systems is authorized to proceed with the change for Client.

Project Role	Team Member	Signature / Date of Signature
Santa Fe Project Manager	Diana Catanach/Maxine Sandoval	
		Date:
(Other)		
Advanced Project Manager	Jeff Bissonnette	*Jeff Bissonnette*
		Date: November 19, 2014

Introduction

The City of Santa Fe (Santa Fe) and Advanced Utility Systems Corporation (Advanced) entered into a Purchase License Agreement (the Agreement) on November 11, 2013. The Software License and Implementation Agreement Exhibit A, Article IV, and Task 1 of the Scope of Work provides that any changes to the project which impact project schedules, costs, resources and risk must go through a clearly defined Charge Order Process. Based on that provision, Advanced presents the following Change Order to Santa Fe.

Scope

A change order is required for the following out of scope modification. As per the Interface Discovery discussion with Virginia, Santa Fe would like to proceed with the development of a Master Address Interface that is outside of the current scope of work.

Change Details

The purpose of this interface is to keep the addresses in CIS and GIS in sync, given the fact that GIS will be Santa Fe's system of reference for service addresses.

The addresses will be created in GIS and then imported in the CIS Address lookup table (CON216). When a new service address (account) is created in CIS, or changes are made to an existing service address, the address is validated against the addresses imported in the Address Lookup table from GIS.

We are estimating the effort to be 40 hours at a rate of $150 per hour = $6000

Estimate of Hours / Costs *

a) Requirement	b) Hours	c) Cost ($USD)
OUT OF SCOPE – GIS Service Address Verification and Validation	40 hours at rate of $150/hour	$6000
Total		$6000

* Net of applicable taxes and associated expenses

ADVANCED
UTILITY SYSTEMS

City of Santa Fe

CIS Infinity Change Order

Date: Apr-20-2015

Change ID: Change Order # 2

Description: Out of Scope Modifications – Meter Reading Interface with New Badger AMI System and Beacon System Interaction

Exhibit "E"

Authorization

Advanced Utility Systems is authorized to proceed with the change for Client.

Project Role	Team Member	Signature / Date of Signature
Santa Fe Project Manager	Diana Catanach/Maxine Sandoval	
		Date:
Advanced Project Manager	Jeff Bissonnette	Jeff Bissonnette
		Date: March 23, 2015

Introduction

The City of Santa Fe (Santa Fe) and Advanced Utility Systems Corporation (Advanced) entered into a Purchase License Agreement (the Agreement) on November 11, 2013. The Software License and Implementation Agreement Exhibit A, Article IV, and Task 1 of the Scope of Work provides that any changes to the project which impact project schedules, costs, resources and risk must go through a clearly defined Charge Order Process. Based on that provision, Advanced presents the following Change Order to Santa Fe.

Scope

The City of Santa Fe will be implementing a new Badger AMI wireless remote meter reading system which will require the creation of a new interface to CIS Infinity along with data interaction to the new Beacon system. The request is logged via CustomerWise ticket # 102697. This Change Order outlines the details and work effort to create and implement these items.

Change Details

The new Badger AMI wireless remote meter reading system will contain much of the data currently used with the existing Badger meter read file. The City has identified they will be using the format of Badger Plus. This format has been provided to Advanced Utility. The important differences are:

- The inclusion of latitude and longitude references. Currently the City of Santa Fe is not using this functionality within Infinity but will move to using this with the new meter system.
- The functionality of storing longitude and latitude exists within Infinity with no modifications required.
- Other fields required by the new meter reading system – i.e. tamper code, trouble code and read code, are used within the existing the Badger meter reading interface.
- The existing functionality of generating the new Badger interface will be the same as the existing Badger interface.

Additionally, new processes will be configured using existing Advanced Interface Manager (AIM) functionality to interact with the Beacon system.

The first new process to be configured will allow for exporting of key customer/account/meter data elements into a CSV file for consumption by the Beacon system. This process will be configured in such a way to allow for exporting of an entire cycle or one or more books in a particular cycle.

The second new process to be configured will allow for importing of meter change information. This process will read in a CSV file from the Beacon system and process each record to perform a meter change. Specifically:

- Recording (from the file) the meter exchange date and final (removal) read for the old meter
- Adding the new meter to the account including recording the install date and the initial read.

- As part of the Badger meter replacement process, CIS Infinity will provide a data dump to Badger for loading into the Beacon system.
- This data extract will contain the existing Badger customers that need to have the meter replaced.

- The extract will contain the following fields:

Field	FieldType
PMI Unique Identifier	integer
Start Time	datetime
Before Photo	image
Old Meter Number	text
Out Read	integer
Out Read Photo	Image
Old Transmitter	text
Meter Size/Type	text
New Meter	text
New Transmitter	text
Meter Photo	image
Flow Check	Y/N
Area Clean	Y/N
Transmitter Mount	Y/N
Lid Secure	Y/N

GPS	text
Lid Photo	image
Installer	text
Install Notes	text
End Time	datetime

- These fields are available within Infinity and are able to be extracted via existing AIM interface functionality.
- This data will be loaded into the Beacon application and used to identify meters to be changed.
- The Beacon tool will also provide the final reads from the changed meters – these will be loaded into Infinity via the meter exchange interface – standard AIM functionality.
- Using standard Infinity AIM functionality, the meter read loading file will be configured within Infinity for the new Badger meters.
- These specifications have been provided by City of Santa Fe.

The estimate for this work effort is 90 hours at a rate of $150 per hour = $13,500.00.

Payment in full is due upon signing through the existing invoicing procedure.

Estimate of Hours / Costs *

a) Requirement	b) Hours	c) Cost ($USD)
New Meter Reading Interface to Badger AMI System	40 hours @ $150/hour	$6,000.00
New Beacon system Interaction with CIS	50 hours @ $150/hour	$7,500.00
Total	90 hours	$13,500.00

* Net of applicable taxes and associated expenses

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 N Harris Computer Corp

3 Complete information requested

☐ Plus GRT

☑ Inclusive of GRT

Original Contract Amount: $1,033,476.00

Termination Date: November 13, 2017

☑ Approved by Council Date: November 13, 2013

☐ or by City Manager Date:

Contract is for: billing system

Amendment # 1 to the Original Contract# 13-1138

Increase/(Decrease) Amount $ 1033476

Extend Termination Date to: na

☐ Approved by Council Date:

☑ or by City Manager Date: Pending

Amendment is for: Increase comp and scope

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

☐ Plus GRT

☑ Inclusive of GRT

Amount $ 1,033,476.00 of original Contract# 131138 Termination Date: 11/13/2017

Reason: billing system

Amount $ 19,500.00 amendment # 1 Termination Date: NA

Reason: scope and comp

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: $ 1,052,976

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

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

RFP# _____ Date: November 26, 2013

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other _____

6 **Procurement History:** Year 2 of 4
example: (First year of 4 year contract)

7 **Funding Source:** water ubs **BU/Line Item:** 52201.57085

8 **Any out-of-the ordinary or unusual issues or concerns:**
none
(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** 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:

Budget available to segregate the amendment - 6/3/15

m

City of Santa Fe, New Mexico

BUSINESS LICENSE

City Of Santa Fe
PO BOX 909
Santa Fe NM, 87504

THIS BUSINESS IS IN COMPLIANCE WITH THE CITY OF SANTA FE LIVING WAGE ORDINACE, §28-1 SFCC 1987

Official Document
Please Post

Business Name: **ADVANCED UTILITY SYSTEMS**

Location: **LINCOLN AVE**

Class: **BUSINESS REGISTRATION-STANDARD PSA W/CTY**

Comment:

Control Number: 0063973

License Number: 15-00129788

Issue Date February 05, 2015

Expiration Date December 31, 2015

ADVANCED UTILITY SYSTEMS
10550DEERWOOD PARK BLVD STE700

JACKSONVILLE FL 32256

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 TRANSFERABLE TO OTHER BUSINESSES OR PREMISES.

CERTIFICATE OF INSURANCE

NAMED INSURED

CONSTELLATION SOFTWARE INC. and
N. HARRIS COMPUTER CORPORATION
1 ANTARES DRIVE, SUITE 400
OTTAWA, ON K2E 8C4

CERTIFICATE HOLDER

CITY OF SANTA FE
801 W. SAN MATEO
SANTA FE, NM 87504

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.

INSURANCE COMPANIES AFFORDING COVERAGE

COMPANY **A** Zurich Insurance Company Ltd. *(AM Best rating A+)*

COMPANY **B** Liberty Insurance Corporation *(AM Best rating A)*

COMPANY **C**

COMPANY **D**

COMPANY **E** Zurich American Insurance Company *(AM Best rating A+)*

COVERAGES

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 ARE IN U.S. DOLLARS UNLESS INDICATED OTHERWISE.
LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	CO LTR	POLICY NUMBER	POLICY EFFECTIVE DATE (YYYY/MM/DD)	POLICY EXPIRATION DATE (YYYY/MM/DD)	LIMITS OF LIABILITY	
COMMERCIAL GENERAL LIABILITY OCCURRENCE BASIS INCLUDING: PRODUCTS AND COMPLETED OPERATIONS CROSS LIABILITY / SEVERABILITY OF INTERESTS / BLANKET CONTRACTUAL LIABILITY PERSONAL INJURY $1,000,000 LIMIT, ADVERTISING LIABILITY $1,000,000 LIMIT TENANT'S LEGAL LIABILITY $1,000,000 LIMIT, MEDICAL EXPENSES $25,000 LIMIT WAIVER OF SUBROGATION WHERE REQUIRED BY WRITTEN CONTRACT	E	GLO8249874	2014/09/27	2015/09/27	$ 1,000,000 $ 10,000,000 $ 1,000,000	EACH OCCURRENCE GENERAL AGGREGATE PRODUCTS – COMPLETED OPERATIONS AGGREGATE
AUTOMOBILE LIABILITY - NON-OWNED & HIRED	E	BAP8249865	2014/09/27	2015/09/27	$ 1,000,000	EACH OCCURRENCE
UMBRELLA LIABILITY	A	8838706	2014/09/27	2015/09/27	$ 14,000,000	PER OCCURRENCE & IN THE AGGREGATE
NOT APPLICABLE						
NOT APPLICABLE						
NOT APPLICABLE						
NOT APPLICABLE						
NOT APPLICABLE						
WORKERS COMPENSATION & EMPLOYER'S LIABILITY ***WC - STATUTORY LIMITS*** INCLUDING WAIVER OF SUBROGATION WHERE REQUIRED BY WRITTEN CONTRACT EXCLUDING THE STATES OF KENTUCKY, NEW HAMPSHIRE, NEW JERSEY	B	WC7-B71-170802	2014/09/27	2015/09/27	$ 1,000,000	E.L.: -EACH ACCIDENT -EACH DISEASE/ EMPLOYEE -DISEASE POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / SPECIAL PROVISIONS:

BROKER
The CG&B Group, part of Arthur J. Gallagher Canada Limited
120 South Town Centre Blvd.
Markham, ON L6G 1C3

CANCELLATION
Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavour to mail 30 days written notice to the certificate holder named above. Failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives

SIGNATURE OF AUTHORIZED REPRESENTATIVE



PRINT NAME
SHEHNAZ ANDANI

DATE (YYYY/MM/DD)
2015/05/14

ITEM # 15-0856

CITY OF SANTA FE
AMENDMENT No. 2 TO
PROFESSIONAL SERVICES AGREEMENT

AMENDMENT No. 2 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated November 13, 2013 (the "Agreement"), between the City of Santa Fe (the "City") and N. Harris Computer Corporation. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City whichever occurs last.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide professional services to the City of Santa Fe.

B. Pursuant to Article 25 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 2 of the Agreement is amended to include the scope described in Exhibit "F –CO#3" and Exhibit "G-CO#4", attached hereto and incorporated herein.

2. PAYMENT:

Article 3, paragraph B of the Agreement is amended to increase the amount of compensation by a total of one hundred sixty nine thousand five hundred dollars ($169,500) inclusive of gross receipts tax, so that Article 3, paragraph B reads in its entirety as follows:

B. The total compensation under this Agreement shall not exceed one

million two hundred twenty two thousand four hundred seventy six dollars ($1,222,476) inclusive of gross receipts tax in accordance with the Payment Schedule, attached to Exhibits A-G.

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:

JAVIER M. GONZALES, MAYOR

DATE: 9-1-15

CONTRACTOR:
N. HARRIS COMPUTER CORP.

NAME & TITLE PETER FANOVS, EVP

DATE: 9-22-15

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
CC mtg. 8/26/15

APPROVED AS TO FORM:

7/13
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED: 8-28-2015

OSCAR RODRIGUEZ, FINANCE DIRECTOR

52201.570850
Business Unit/Line Item

ADVANCED
UTILITY SYSTEMS

City of Santa Fe

CIS Infinity Change Order

Date: May-19-2015

Change ID: Change Order # 3

Description: Out of Scope Mod – Project Extension to July 2015 v1.1

Exhibit "F"

Authorization

Advanced Utility Systems is authorized to proceed with the change for Client.

Project Role	Team Member	Signature / Date of Signature
Santa Fe Project Manager	Diana Catanach	
		Date: 6/9/2015
Advanced Project Manager	Jeff Bissonnette	Jeff Bissonnette
		Date: April 8, 2015

Introduction

The City of Santa Fe (Santa Fe) and Advanced Utility Systems Corporation (Advanced) entered into a Purchase License Agreement (the Agreement) on November 11, 2013. The Software License and Implementation Agreement Exhibit A, Article IV, and Task 1 of the Scope of Work provides that any changes to the project which impact project schedules, costs, resources and risk must go through a clearly defined Charge Order Process. Based on that provision, Advanced presents the following Change Order to Santa Fe.

Scope

Based on Project delays for various reasons, Advanced agreed to add 320 hours at no charge to Santa Fe to extend the Go-Live date to July 6, 2015.

Change Details

Please reference PDF document "City of Santa Fe Response – April 8 2015" for CO details and assumptions.

Estimate of Hours / Costs *

a) Requirement	b) Hours	c) Cost ($USD)
Project Extension to July 6, 2015	320 hours @ $150/hour	No charge
Total		No charge

* Net of applicable taxes and associated expenses

ADVANCED
UTILITY SYSTEMS

City of Santa Fe

CIS Infinity Change Order

Date: Jul-06-2015

Change ID: Change Order # 4

Description: Project Extension to September 2015

Exhibit "G"

Authorization

Advanced Utility Systems is authorized to proceed with the change for the City of Santa Fe.

Project Role	Team Member	Signature / Date of Signature
Santa Fe Project Manager	Diana Catanach	
		Date:
Advanced Project Manager	Jeff Bissonnette	*Jeff Bissonnette*
		Date: July 6, 2015

Introduction

The City of Santa Fe (Santa Fe) and Advanced Utility Systems Corporation (Advanced) entered into a Purchase License Agreement (the Agreement) on November 11, 2013. The Software License and Implementation Agreement Exhibit A, Article IV, and Task 1 of the Scope of Work provides that any changes to the project which impact project schedules, costs, resources and risk must go through a clearly defined Charge Order Process. Based on that provision, Advanced presents the following Change Order to Santa Fe.

Scope

A change order to add 1100 hours and travel for the associated on-site activities is required to extend the implementation timelines past the agreed upon revised date of July 6th listed in Change Order #3. A 2.5 month extension (July 6, 2015 to the week of September 14, 2015) and associated travel expenses is supplied via this Change Order. Should the Go-Live date be pushed beyond the week of September 14th, AUS and Santa Fe will need to review any additional costs associated with the delays.

Change Details

The project extension will provide an additional 880 hours (AUS will absorb 220 of the 1100 hours) to the project to cover the remaining phases needed for Go-Live. These include:

- An additional ITC phase (#3) and the associated Data Refresh
- 3 Weeks of End User training
- User Acceptance Testing (UAT) and the associated Data Refresh
- Go-Live Activities and the associated Data Refresh

The 880 hours will cover all on-site and remote activities to support the items above. Post Live support hours (320) are already included in the original contract however, travel expenses have been included in this Change Order to allow for 4 weeks (160 hrs) of on-site support. The remaining 160 hrs will be provided remotely.

The estimation for the extension and the responsibility of the City of Santa Fe is 880 hours at a rate of $150 per hour for a total of $132,000.00.

The number of trips needed has been estimated at 15 at an average cost of $2,500.00 per trip for a total of $37,500.00. Travel will be invoiced as per the original contract. Any additional travel costs beyond the $37,500.00 will need to be re-visited by both AUS and Santa Fe.

Payment in full for the 880 hours is due upon signing through the existing invoicing procedure.

Change Order Summary

a) Requirement	b) Hours	c) Cost ($USD)
Project Extension to the week of September 14, 2015 for Go-Live	880 hours at rate of $150/hour	$132,000.00
Additional travel for on-site activities	15 trips at approximately $2,500 per trip	$37,500.00
Total (net of any applicable taxes)		**$169,500.00**

CITY OF SANTA FE ITEM # 19-0070

AMENDMENT NO. 3
to the
Information Technology Agreement (Contract No. 13-1137)

This Amendment No. 3 amends Contract No. 13-1137 and is made as of the 29 day of April, 2019 (the "Effective Date"), by and between the **City of Santa Fe, New Mexico** (the "CITY") and **N. Harris Computer Corporation** ("HARRIS") for which Advanced Utility Systems, a division of HARRIS, shall perform the Services (as defined in the Agreement).

RECITALS

A. WHEREAS, in November 2013 the CITY and HARRIS entered into an agreement for licensing, implementation and support of the CIS Infinity software (the "Software"), the *Information Technology Agreement* (Contract No. 13-1137) (the "Agreement"), which is comprised of the following; (1) the Scope of Work/Services (as Exhibit A of the Agreement); (2) the *Software License Agreement* (as Exhibit B of the Agreement, Contract No. 13-1138); (3) and the *Support and Maintenance Agreement* (as Exhibit C of the Agreement, Contract No. 13-1139);
B. WHEREAS, work on the project was suspended pending approval of a Change Order; and
C. WHEREAS, the parties wish to recommence work on the project in accordance with the following changes to the Agreement.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual benefit to be derived by the parties, it is agreed to:

Amend the Agreement, as follows:

ARTICLE 2 – SCOPE OF WORK

1. Article 2(B) shall be deleted and replaced with the following:

   Performance Measures: If Contractor should neglect to perform the Services properly or otherwise fails to comply with the requirements of this Agreement, City must notify Contractor in writing of such default (a "Default Notice"). Upon receipt of a Default Notice, Contractor must either correct the default at no additional cost to City, or issue a written notice of its own disputing the alleged default, in either case within thirty (30) days immediately following receipt of a Default Notice. If Contractor fails to correct the default, or issue a notice disputing the alleged default, in either case within forty-five (45) days following receipt of the Default Notice, City may terminate the whole of this Contract or part of this Contract relating to the provision of Services and in such case will be responsible for payment of only that part of the fee earned by Contractor for those

Services satisfactorily performed up to the time of communication of such notice of termination to Contractor.

ARTICLE 3 – COMPENSATION

2. Article 3(B) shall be deleted and replaced with the following:

The total compensation under this Amendment No. 3 to Contract 13-1137 is to be determined at a later date upon Council's approval. This amount is a maximum to be paid to Contractor for all work to be performed as set forth in Amended Ex. A, and for any work not yet completed that is set forth in the November 2013 Contract 13-1137. The parties do not intend for Contractor to continue to provide Services outside the scope of Amended Ex. A without compensation.

Payment shall be made upon Acceptance of each Deliverable and upon the receipt and acceptance of a detailed Payment Invoice. Payment will be made to the Contractor's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Contractor within thirty (30) days of the date of written acceptance of the Payment Invoice. All Payment Invoices must be received by the City no later than thirty (30) days after the termination of this Agreement. Payment Invoices received after thirty (30) days will not be paid.

3. Article 3(D) shall be deleted and replaced with the following:

Retainage. The City shall retain ten percent (10%) of the fixed-price Deliverable cost for each Deliverable that is subject to this Agreement as security for full performance under the terms of this Agreement. All amounts retained shall be released to the Contractor upon System Acceptance of the final Deliverable.

4. Article 3(E) shall be added as follows:

Late Payment. In the event City fails to pay all or any portion of an invoice on or before ninety (90) days after the date it becomes due, in addition to all other remedies Contractor has under this Agreement or otherwise, Contractor shall have the option to suspend or terminate all Services under this Agreement, EXCEPT if such invoice(s) is (are) not Accepted in accordance with Article 4 paragraph B. Suspension or termination of any such Services shall not relieve City of its obligation to pay its outstanding invoices.

Contractor must submit a detailed statement accounting for all Services performed and expenses incurred. Upon certification by City that the Services have been received and accepted, payment shall be tendered to Contractor within thirty (30) 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, City shall not incur late fees, interest, or penalties unless payment is not tendered within sixty (60) days.

5. Article 3(F) shall be added as follows:

Expenses. CITY shall pay HARRIS for actual expenses as provided in the New Mexico Per Diem and Mileage Act, NM Stat § 10-8-4 (2017), Subsection (K), ("Act"), as interpreted by the New Mexico Administrative Code 2.42.2 and 2.42.9 NMAC, and as in City of Santa Fe Per Diem and Mileage Policy, ("Policy"), whichever provides maximum payment. In addition, City agrees to pay for travel time. Receipts are required for all expenses submitted for reimbursement (receipts for per diem meal expenses will not be required). Actual expenses are excluded from the total fees amount described in Schedule 1 of Amended Exhibit A.
CITY shall reimburse HARRIS actual expenses.

(a) Lodging: Priority for obtaining lodging shall be 1) a hotel providing the government rate; 2) up to $135 if a there are no hotels providing the government rate and; 3) a maximum of $215 (per statute) if no hotel can be found providing either the government rate or overnight stay at a rate of $135 or less.
(b) Meals: meal per diem of $45
(c) Travel Time: maximum of 6 hours travel time per employee per one way trip at a rate of $75 per hour for each trip to Santa Fe
(d) Car Rental and Fuel Costs: one mid-size rental car and associated fuel costs while in Santa Fe
(e) Air Fare: Every effort shall be made to make reservations at least 14 days prior to travel to obtain the most economical fare.
(f) Travel to and from Airport: HARRIS shall use the most economical transportation available.
(g) Travel Agent Fees
(h) Other Expenses: CITY shall reimburse HARRIS for other actual and reasonable expenses incurred in the performance of HARRIS' Agreement obligations to include but may not be limited to: parking; tolls; document copying and production; courier services; and postage.

ARTICLE 4 – ACCEPTANCE

6. Article 4(A) shall be deleted and replaced with the following:

A. Submission. Upon Completion of agreed upon Deliverable as set forth in Article 2 and Exhibit A, Contractor shall submit a Payment Invoice with each Deliverable, or description of Deliverable, to the Project Manager. Each Payment Invoice shall be for the fixed price Deliverable price as set forth in Article 2 and Schedule B of Exhibit A, less ten percentage (10%) retainage.

7. The following paragraph shall be added to Article 4(B):

In the event of any conflict or inconsistency between the requirements in the Scope of Work (as may be amended in writing by the parties) and the requirements in any schedules or exhibits, the

requirements of the Scope of Work (as amended) shall control. The requirements in the Scope of Work and all schedules thereto will be construed to be consistent, insofar as reasonably possible. In event of any conflict between the requirements of the Scope of Work (as amended) and any schedules or exhibits, the conflict will be resolved in accordance with the following order of precedence: first, the Scope of Work (as amended); second, RFP Proposal; and third, the RFP. To the extent that it does not create an inconsistency or conflict, any provision of the RFP Response that more explicitly details the Services or the obligations of a party shall prevail over the provision contained in any other document that is less explicit. Notwithstanding the forgoing, it is understood that the City and Contractor have had extensive discussions regarding the requirements of the Scope of Work since the date of the RFP Response, and as such certain requirements stated in the RFP Response have been changed by mutual agreement between the parties.

ARTICLE 5 – TERM

8. Article 5 shall be deleted and replaced with the following:

The Amendment No. 3, except for Exhibit B, the Software License Agreement and Exhibit C, the Support and Maintenance Agreement, which have specific Term and Termination provisions, shall terminate four (4) years from the Effective Date.

ARTICLE 6 – TERMINATION

9. Article 6 shall be deleted and replaced with the following:

A. General. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least ninety (90) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, City's sole liability upon such termination shall be to pay for acceptable work performed prior to Contractor's receipt of the notice of termination, if City is the terminating party, or, Contractor's sending of the notice of termination, if 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. 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 Contractor if, during the term of this Agreement, 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 CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

B. 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 City to Contractor. City's decision as to whether sufficient appropriations are available shall be accepted by Contractor and shall be final. If City proposes an amendment to the Agreement to unilaterally reduce funding, 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.

C. Non-payment. If City has failed to pay the Fees or other amounts due within ninety (90) days, then Contractor shall have the right to terminate this Agreement effective immediately upon written notice to City.

D. Other: Either party may terminate this Agreement effective immediately upon written notice to the other party if the other party: (a) becomes insolvent; (b) becomes the subject of any proceeding under any bankruptcy, insolvency or liquidation law, whether domestic or foreign, and whether voluntary or involuntary, which is not resolved favorably to the subject party within ninety (90) days of commencement thereof, or; (c) becomes subject to property seizure under court order, court injunction or other court order which has a material adverse effect on its ability to perform hereunder.

E. Obligations and Waiver. By termination pursuant to this Article, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. THIS ARTICLE IS NOT EXCLUSIVE AND DOES NOT CONSTITUTE A WAIVER OF ANY OTHER LEGAL RIGHTS AND REMEDIES AFFORDED THE CITY CAUSED BY THE CONTRACTOR'S DEFAULT OR BREACH OF THIS AGREEMENT.

ARTICLE 7 – TERMINATION MANAGEMENT

10. Article 7 shall be deleted and replaced with the following:

A. Contractor. Immediately upon receipt by either City or Contractor of notice of termination of this Agreement, Contractor shall, as is further set forth in Subsection A below: 1) not incur any further obligations for salaries, Services, or any other expenditure of funds under this Agreement without written approval of City; 2) terminate all purchase orders or procurements and any subcontractors and cease all work, except as the City may direct, for orderly completion and transition; 3) take such action as City shall direct for the protection, preservation, retention or transfer of all property titled to City and records generated under this Agreement; (4) agree that the City is not liable for any other costs arising out of termination resulting from any termination, except as noted in Article 7(B)(i) below; and (5) cooperate fully in the closeout or transition of any activities to permit continuity in the administration of City programs. Any non-expendable personal property or equipment provided to or purchased by Contractor with contract funds shall become property of City upon termination and shall be submitted to City as soon as practicable.

B. Effects of Termination.

i. City shall immediately pay all outstanding Fees and other amounts owing to Contractor under this Agreement and the Support and Maintenance Agreement (Exhibit C).

ii. The termination of this Agreement prior to the Completion of Services shall result in concurrent termination of the Software License Agreement (Amended Ex. B) and the Support and Maintenance Agreement (Amended Ex. C).

iii. City acknowledges that no fees paid under any of these Agreements shall be refunded to City.

iv. City agrees that Contractor shall have the right to access and delete all Contractor Tools installed on City's equipment.

ARTICLE 8 – GENERAL INDEMNIFICATION

11. Article 8 shall be deleted in its entirety and replaced with the following:

Harris shall indemnify, defend and save harmless the City, its officers, officials, employees and agents, from and against any and all third-party losses, liabilities, damages, costs, assessments, expenses (including, without limitation, interest, penalties, fines, expert fees and reasonable attorneys' fees), incurred in connection with any and all third-party causes of action, claims, demands, actions, suits, proceedings, settlements and judgments (collectively, "Claims") which the City may incur or suffer or be put to by reason of any grossly negligent acts or omissions of Harris, or any wrongful act or willful misconduct of Harris, its officers, employees, agents or subcontractors which relates to this Agreement, however arising. This indemnity is only effective where (i) City has provided prompt notice of the claim, action or demand to Harris; (ii) City has not made any express admissions of liability or settlement offers either prior to or after providing notice to Harris of the applicable claim except with Harris's prior written consent, except to the extent required by applicable law, (iii) Harris has sole control of the defense of any claim or proceeding and all negotiations for its compromise or settlement; (iv) City provides reasonable assistance to Harris, at Harris's expense throughout the action or proceeding, and (v) City may, at City's sole cost and expense, retain counsel of its own choosing who shall be permitted to attend settlement conferences and hearings or other court appearances and hearings (except where the court has specifically ordered otherwise) related to the proceeding. Where it is determined by final judgment that the City's actions contributed to the third-party's losses, then the full amount paid by Harris to pursuant to this indemnity shall be apportioned between the parties pursuant to the judgment or settlement and the City shall reimburse Harris an amount equal to its apportioned share. This paragraph shall survive the termination or expiration of this Agreement.

ARTICLE 12 – CONTRACTOR PERSONNEL

12. Article 12(A), the list of Key personnel shall be deleted and replaced with the following:

Key Personnel. Contractor's key personnel shall not be diverted from this Agreement without the prior written approval of the City. Key personnel are those individuals considered by the City to

be mandatory to the work to be performed ender this Agreement. Key personnel shall be identified in Exhibit A, Scope of Work.

ARTICLE 13 – STATUS OF CONTRACTOR

13. Section 13(A) shall be deleted and replaced with the following:

Independent Contractor: Contractor and its agents and employees are independent contractors performing professional Services for City and are not employees of the City. Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the City as a result of this Contract. Contractor acknowledges that all sums received hereunder are reportable by Contractor for tax purposes, including without limitation, self-employment and business income tax. Contractor agrees not to purport to bind the City unless Contractor has express written authority to do so, and then only within the strict limits of that authority.

14. Section 13(C) shall be added:

Subcontracting. Contractor shall not subcontract any portion of the Services to be performed under this Contract without the prior written approval of 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 City.

ARTICLE 16 – DEFAULT/BREACH

15. Article 16 shall be deleted in its entirety.

ARTICLE 17 – INSURANCE

16. Article 17 shall be deleted in its entirety and replaced with the following:

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

ARTICLE 18 – LIABILITY

17. Article 18(A) shall be deleted and replaced with the following:

EXCEPT FOR DAMAGES ARISING OUR OF (a) EITHER PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS, (b) HARRIS'S INTENTIONAL MISREPRESENTATION OR WILLFUL MISCONDUCT, (c)

INJURY OR DEATH RO PERSONS OR (d) DAMAGE TO TANGIBLE OR REAL PROPERTY, BOTH PARTIES AGREE THAT HARRIS'S LIABILITY, IF ANY, FOR ANY DAMAGES RELATED TO THIS AGREEMENT REGARDLESS OF THE CAUSE OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING FUNDAMENTAL BREACH, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, AND INCLUDING ANY GENERAL INDEMNIFICATION OBLIGATIONS UNDER ARTICLE 8, SHALL NOT EXCEED, IN THE AGGREGATE, AN AMOUNT THAT IS EQUAL TO THE FEES PAID TO HARRIS BY THE CITY UNDER THE RELEVANT SCOPE OF WORK.

ARTICLE 21 – RELEASE

18. Article 21 shall be deleted and replaced with the following:

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

ARTICLE 23 – CONFLICT OF INTEREST; GOVERNMENTAL CONDUCT ACT

19. Article 21 shall be deleted and replaced with the following:

A. Contractor represents and warrants that it presently has no interest and, during the term of this Contract, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or Services required under the Contract.

B. Contractor further represents and warrants that it has complied with, and, during the term of this Contract, will continue to comply with, and that this Contract 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 City relied when this Contract was entered into by the parties. Contractor shall provide immediate written notice to City if, at any time during the term of Contract, 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 Contract or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to City and notwithstanding anything in the Contract to the contrary, City may immediately terminate the Contract.

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

ARTICLE 25 – AMENDMENT

20. Article 25 shall be deleted and replaced with the following:

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.

ARTICLE 28 – SEVERABILITY

21. The provisions of this Agreement are severable, and if for any reason, a clause, sentence or paragraph of this Agreement is determined to be invalid by a court or agency or commission having jurisdiction over the subject matter hereof, such invalidity shall not affect other provisions of this Agreement, which can be given effect without the invalid provision.

ARTICLE 29 – NOTICES

22. Article 29 shall be deleted and replaced with the following:, the Notice contact information shall be deleted and replaced with the following:

All deliveries, notices, requests, demands or other communications provided for or required by this Agreement shall be in writing and shall be deemed to have been given when sent by registered or certified mail (return receipt requested), when sent by overnight carrier, or upon telephone confirmation by Contractor to the sender of receipt of a facsimile communication that is followed by a mailed hard copy from the sender. Notices shall be addressed as follows:

For the City:

Kathy Valdez
Utility Billing Water Division
801 W. San Mateo Street
Santa Fe, New Mexico 87505
Attention: Kathy Valdez
Telephone: 505-955-4348

For HARRIS:

PETER FANOUS
N. HARRIS COMPUTER CORPORATION
1 Antares Drive, Suite 400
Ottawa, Ontario K2E 8C4
Attention: CEO
Telephone: 613-226-5511, extension 2149

ARTICLE 30 – GENERAL PROVISIONS

23. Article 30(G) shall be added:

Mediation. The parties agree to submit any claim, controversy or dispute arising out of or relating to this Agreement or the relationship created by this Agreement to non-binding mediation before bringing a claim, controversy or dispute in a court or before any other tribunal. The mediation is to be conducted by either an individual mediator or a mediator appointed by mediation services mutually agreeable to the parties. Such mediator shall be knowledgeable in software system agreements. The mediation shall take place at a time and location which is also mutually agreeable; provided; however, in no event shall the mediation occur later than ninety (90) days after either party notifies the other of its desire to have a dispute be placed before a mediator. The costs and expenses of mediation, including compensation and expenses of the mediator (and except for the attorney's fees incurred by either party), is to be shared by the parties equally. If the parties are unable to resolve the claim, controversy or dispute within ninety (90) days after the date either party provides the other notice of mediation, then either party may bring and initiate a legal proceeding to resolve the claim, controversy or dispute unless the time period is extended by a written agreement of the parties. Nothing in this Section shall inhibit a party's right to seek injunctive relief at any time.

24. **All other terms of the Agreement shall remain unchanged and in full force and effect.**

Amend Exhibit A to the Agreement (Software Implementation Scope of Work/Services) as follows:

1. Section 1.1(h) shall be deleted and replaced with the following:

"System Acceptance" shall mean prior to Go-Live, project completion criteria (the "Punch List") will be mutually agreed and documented in Team Support. "Acceptance" of a Punch List item shall be considered to occur upon the earlier of completion of a Punch List item to the reasonable satisfaction of the City or 10 days from the City's receipt of the Punch List item from the Contractor unless the City has provided written notification to the Contractor via Team Support of any deficiencies.

2. Schedule "A" Scope of Work shall be deleted in its entirety and replaced with the Scope of Work attached to the Amendment No. 3 as Schedule "A".

3. Schedule "B" Fee Structure and Payment Schedule shall be deleted in its entirety and replaced with the Scope of Work attached to the Amendment No. 3 as Schedule "B".

4. All other terms of Exhibit A shall remain unchanged and in full force and effect.

Amend Exhibit B to the Agreement (Software License Agreement) as follows:

1. Schedule "A" Description of Software shall be deleted in its entirety and replaced with Description of Software attached to the Amendment No. 3 as Schedule "C".

2. All other terms of Exhibit B shall remain unchanged and in full force and effect.

Amend Exhibit C to the Agreement (Support and Maintenance Agreement) as follows:

1. Section 5 shall be deleted in its entirety and replaced with the following:

   In consideration for the support services specified in Section 2, City shall pay the "Support and Maintenance Fee" as detailed in Exhibit 1 below. For the Initial Term, the Support and Maintenance Fee will be billed fifty percent (50% on the Start Date and the remaining fifty (50%) on Go-Live. Thereafter the Support and Maintenance Fee will be billed annually in advance on the anniversary of the Start Date or on an alternative date mutually agreed to by both parties. If City would like to match the annual invoicing of the Support and Maintenance Fee to its fiscal year or any other period it may request, during the initial term of this Support and Maintenance Agreement, that Harris issue a prorated invoice for the portion of the year remaining during the initial term. Harris may increase the Support and Maintenance Fee in relation to each renewal term by no more than three percent (3%).

2. Exhibit 2 Standard Support and Maintenance Services – Standard Guidelines shall be deleted in its entirety and replaced with Standard Support and Maintenance Services – Standard Guidelines attached to the Amendment No. 1 as Schedule "D".

3. All other terms of Exhibit C shall remain unchanged and in full force and effect.

[*Signatures on Following Page*]

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment No. 3, on the day and year first written above.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: 2.7.2019

N. HARRIS COMPUTER CORPORATION:

NAME AND TITLE

DATE: 04/15/19

CRS# 032064970007

Registration # 18-00129788

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
cc mtg. 1/30/2019

APPROVED AS TO FORM:

12/4

ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR
52201.570850

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

k) 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

FINANCE COMMITTEE ACTION:

Approved on consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

01/13/21

ACTION SHEET PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 03/08/2021
ISSUE NO. 8n 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
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Pulled by Councilor Lindell for discussion. Approved unanimously to forward to 3/22/2021 Finance Committee.
SPECIAL CONDITIONS OR AMENDMENTS:
STAFF FOLLOW UP:

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

City of Santa Fe New Mexico

Memo

Date: **February 20, 2021**

To: **City Council**
Finance Committee
Public Utility/Public Works Committee

Via: **Shannon Jones, Utility Department Director** SJ

From: **Nancy Jimenez, Utility Billing Division Director** NLJ

Re: **Amendment #4 and BAR for Advanced Utility System; and Budget Adjustment Increase request in the amount of $325,313.**

Background/Summary:
The Utility Billing is respectfully asking to amend the Advanced Utility System's contract to continue the upgrade of a billing system for the Utility Billing Division and the City of Santa Fe Utility Customer's monthly utility bills.

The original agreement was approved in 2013; work proceeded for many months on Version 3 with Advanced, Public Utility Billing and Environmental Services employees. After many months, it was evident that continuing with the project was not an option and it was placed on hold.

Through mediation and a new negotiated updated Scope of Work for a 14-month implementation and upgrade from Version 3 to Version 4, the Utility Billing Division is bring forward Amendment #4 for $1,048,402 plus grt.

A new billing system would cost 2.7 million, continuing the upgrade with Advanced; the City's new Utility Billing System will cost $2.2 million. While it has taken much longer than we would have liked to upgrade the billing system, we are confident that we can move forward and upgrade the system within the 14-months required for the full implementation.

Amendment and BAR budget increase is attached for $325,313 for FY20/21 and the remainder will be submitted upon approval of the FY21/22 Budget in business unit 5110351.510310 for the 14-month implementation period.

Requested Action:
Approval of Amendment #4 for $1,048,402 plus grt through FY21/22; and the BAR budget increase in the amount of $325,313.

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

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

DEPARTMENT / DIVISION NAME	DATE
PUD/UCS/ Admin	2/22/21

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Utility Customer Service Service Contracts	5110351	510310		325,313	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 325,313	$ -

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

Increase from Cash balance to fund this contract for N. Harris #4 in the FY 20/21

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
511	325,313
TOTAL:	**325,313**

Maya Martinez 2/22/21
Prepared By *{print name}* Date

Nancy L Jimenez
Nancy L Jimenez (Feb 24, 2021 16:34 MST)
Division Director Signature *{optional}* Date

Shannon Jones
Department Director Signature Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

AJH
AJH (Feb 24, 2021 16:55 MST)
Budget Officer Date

Finance Director *{≤ $5,000}* Date

City Manager *{≤ $60,000}* Date

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3202028**

Contractor: **N. Harris / Advanced**

Description: **Billing System upgrade**

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ☉

Term Start Date: **11/13/13** Term End Date: **4/29/23**

☑ Approved by Council Date: **11/13/13**

Contract / Lease: **Contract**

Amendment # **4** to the Original Contract / Lease # **13-1137**

Increase/(Decrease) Amount $ **$1,048,402 plus nmgrt** Partially funded in FY 20/21 ($325,313 BAR attached) Remainder in FY 21/22

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

☑ Approved by Council Date: **Pending**

Amendment is for: **increase compensation and extend term**

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

Original #13-1137; #13-1138; #13-1139 $1,033,476 approved 11/13/13
Amend #1 15-0460 $19,600 approved 6/10/15
Amend #2 15-0856 $169,500 approved 9/1/13
Amend #3 19-0070 Term only to 4/29/23 approved 1/30/19

3. **Procurement History:** **13/33/P**

Fran Delaway (Mar 1, 2021 9:30 MST) — Mar 1, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: Amendment #4 increase for an approved extended term partially fund FY 21 7/1/20-6/30/21.

4. **Funding Source:** **Utility Customer Service Fund** **Org / Object:** **5110351.510310**

Alexis Lotero (Mar 1, 2021 19:12 MST) — Mar 1, 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
AMENDMENT No. 4 TO
INFORMATION TECHNOLOGY AGREEMENT
#13-1137; 15-0460, 15-0856; 19-0070

AMENDMENT No. 4 (the "Amendment") to the CITY OF SANTA FE INFORMATION TECHNOLOGY AGREEMENT, dated November 13, 2013 (the "Agreement"), between the City of Santa Fe (the "City") and N. Harris Computer Corporation. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City whichever occurs last.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide services to the City of Santa Fe.

B. Pursuant to Article 25 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 2 of the Agreement is amended to include the scope described in Exhibit "H" attached hereto and incorporated within.

2. PAYMENT:

Article 3, paragraph B of the Agreement is amended to increase the amount of compensation by a total of one million forty eight thousand four hundred and two dollars ($1,048,402) exclusive of gross receipts tax, so that Article 3, paragraph B reads in its entirety as follows:

A. The total compensation under this Agreement shall not exceed two

million two hundred seventy thousand eight hundred seventy eight dollars ($2,270,878) exclusive of gross receipts tax in accordance with the Payment Schedule, attached to Exhibits H.

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 Agreement as of the dates set forth below.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE:_____

CONTRACTOR:
N. HARRIS

_____
NAME Jim Simak

_____
TITLE SEVP, N. Harris Computer Corp.
DATE: February 24, 2021
CRS# 03206497007
BRN# 1297788

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Mar [redacted]
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY MCCOY, FINANCE DIRECTOR

5110351.510310 AL
Business Unit/Line Item AL

Exhibit H

ADVANCED
UTILITY SYSTEMS

City of Santa Fe
Amendment 4
Scope of Work

February 2021

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Definitions

Name	Definition
As-Is Business Process	A document that describes the steps, people and resources involved in completing specific activities. The As-Is process documents how the process is executed in the legacy CIS System and can form the basis for the To-Be business process that describes how activities will be executed in the new CIS System.
Baseline Accounts	A cross selection of accounts types and services that are used for testing purposes the CIS System
BRD	Business Requirements Document
BPR	Business Process Review
CIS	Customer information and billing system.
CIS Infinity	The Advanced customer information and billing system.
CIS System	All Advanced licensed software (CIS Infinity, Infinity.Link Enterprise, Infinity.Mobile, and implementation services.
Client Owned Control Forms	Configuration areas of the system that are the responsibility of the City (including but not limited to service orders, actions, letters, security, admin).
Configuration	Changes to the software without source code or structural data model changes occurring.
Core Team	City staff that have sufficient business knowledge and authority to make decisions regarding configuration, can lead testing activities, and assist End Users with learning the CIS System and associated To-Be Business Processes. This group will become the "super users" of the CIS System.
Generic Test Scripts	Document that describes the steps and actions required to test a feature or function of the CIS System and the expected results. Generic Test Scripts do not reflect the specific configuration of the City. Customizing test scripts are the responsibility of City.
Modification	A change to the code base or a structural data model change.
To- Be Business Process	A document that describes the steps, people and resources involved in completing specific activities. The To-Be process documents how the process will be executed in the new CIS System.

General Assumptions

1. All prices are quoted in US dollars.

2. The Fixed Cost will be firm for the services identified herein through the project's duration of 12 months and 2-month post-implementation support. Travel costs are estimated and will be billed as incurred in accordance with the Professional Services Agreement.

3. The Project is not normal daily operations. Team members may not be accustomed to the demands of a project of this nature and will have to readily adjust to the needs of meeting deadlines and multi-tasking for this project to be successful.

4. Advanced and City will each assign a project manager who are responsible for managing the overall implementation to a successful conclusion for Advanced and the City.

5. Project success is dependent upon both Advanced and City supplying the resources required to complete all deliverables in a timely matter.

6. City and Advanced will ensure Project Team members are available for meetings, workshops, discussions and conference calls upon request with reasonable notice. Project Team members will respond to information requests from the other party, not to exceed five (5) Business Days unless agreed upon in time to minimize delays in the project.

7. Whenever possible, the Project Team may consider alternative meeting options such as WebEx, and conference calls.

8. Staffing issues will be resolved between City and the Advanced Project Managers. Both parties will make every reasonable effort to maintain stable project staffing for the life of the project and minimize disruption to the project.

9. City will strive to make a reasonable effort to minimize the impact of competing initiatives within the organization that may have a negative impact to the project. If this cannot occur:

    i) City will define an escalation path which defines who can resolve resource allocation conflicts, determine the priority of the conflicting work, and communicate with the affected parties, including the Project Managers of both projects.

    ii) Advanced will make every effort to work around any conflicting priorities. Depending on the length of time the resource is not available and task the conflict occurs on, this could result in a delay in the project schedule. If these delays result in extended project timelines, a Change Order will be issued to outline the impacts to schedule and cost. The project should include accommodations for holidays and predetermined leave schedules for resources for both Advanced and City.

10. Prompt decision-making and problem resolution will be required to achieve an on-time, on-budget project completion. It is expected most decisions and/or problems will be resolved by both parties within five (5) business days (or to a mutually agreed to timeframe). Reasonable efforts will be made to meet the requirements.

11. City will empower City's project team members to make decisions related to configuration and business processes. In particular, City team members with authority to make key decisions (e.g. business process change) must participate in meetings where these decisions are discussed.

12. The City will, where possible, will not try to reinvent the legacy CIS but rather incorporate Advanced recommended best CIS Infinity practices when possible to maximize the capability of the CIS

System. Any recommendation not implemented should be discussed with key City stakeholders and documented by the Advanced Project Manager and provided to the City Project Manager.

13. Advanced and City acknowledge that there will be challenges during the project. We will address problems head on an openly with each other. All parties will be respectful in all situations.

14. Advanced and City will work collaboratively to find solutions to issues.

15. Both parties agree to work a reasonable number of added hours (when required) to help complete project deliverables and project timelines as agreed upon by both Project Managers.

16. All City and Advanced Project Team members are expected to take normal vacation and holiday days throughout the course of the project except during stages of the project where their presence is critical.

17. When onsite Advanced agrees to work within City standard business hours whenever possible with the understanding that travel days may impact onsite days. Additionally, it is important to note that there may be times in the project where key staff may be required to work extra hours or hours outside of the standard business hours. For example, cutover is typically done over the weekend.

18. Advanced will update CIS Infinity in a 1). Production and a 2. Test environment on City supplied hardware and will support both throughout the implementation.

19. City will review and if necessary, update its computing infrastructure 2 weeks prior to project kickoff and ensure prior networking issues are resolved. Advanced will assist City in troubleshooting issues.

20. City will review and contract with an Advanced payment processor for processing of electronic payments 12 weeks prior to the start of Integration Testing. Note: City has Paymentus, an Advanced payment processor partner.

21. City will provide access to; printers within the facility, all network drives required for the shared project resources, project servers, all instances of the CIS software and full external internet access, (wireless preferred) for each Advanced team member including unimpeded access to Advanced's VPN.

22. City will make available meeting spaces as required for project meetings. Meeting spaces should be equipped with a white board and markers, flip chart, LCD projector, conference phone and internet connection.

23. City will provide desk space for the Advanced team members while onsite at City. City shall establish a training/testing room that will provide space, computers (with necessary software) and access to the software for the number of users specified in the contract plus one for Advanced The training room will be equipped with a white board and markers, flip chart, LCD projector, conference phone and internet connections.

24. City will ensure mutually agreed upon Change Orders are approved and process in accordance with the Change Order Procedure.

25. City Staff will attend scheduled training sessions.

26. City will perform testing and Advanced will support City testing as required including data conversion testing, functional testing, interface integration testing, and user acceptance testing and will provide the documented test results to Advanced.

27. City will perform manual cut over tasks identified in the data conversion and the cutover plan.

28. City will be responsible to create, configure and test all Client Owned Control Forms (including but not limited to service orders, actions, letters, security, admin) with support from Advanced.

29. City will be responsible for creating their customized Link skin (i.e. look and feel of the Link site) using a web designer of their choosing.

Project Management

Advanced will have primary responsibility for the successful completion of this project as defined in this Scope of Work, including the management of all Advanced resources and tasks. Advanced will be responsible for conducting project related administrative activities including the development and updates to the project schedule. The Advanced PM Provide oversight and guidance to Advanced staff to ensure successful completion of Advanced led/assigned activities and related project tasks. Similarly, the City PM will provide oversight and guidance to City staff to ensure successful completion of City led/assigned activities and related project tasks.

Deliverables

Advanced:

The Advanced Project Manager (PM) will deliver the following as part of their monthly Project Management duties:

1. Prepare weekly status reports documenting work in progress compared to schedule, issues, actions, risks and budget.
2. Lead the weekly PM meeting – City requests set day and time every week.
3. Participate in the weekly Core Team Status Meeting.
4. Update the Project Schedule monthly, based on outcomes of the weekly PM meeting (based on progress updates from the team).
5. Prepare monthly summary of project progress, including significant risks and issues resolved and significant risks and issues raised (with input from City PM)
6. Participate in a monthly Executive Steering Committee meeting to review project status; to be attended by the PM and Project Sponsor, primarily remotely.
7. Ticket issue resolution/status update to occur within 5 business days

City

The City Project Manager (PM) will deliver the following as part of their monthly Project Management duties:

1. Participate in the weekly PM meeting.
2. Lead ~~of~~ the weekly Core Team Status meeting to discuss status, address questions and provide direction on outstanding activities.
3. Provide input on monthly status report and the Project Schedule to Advanced PM.
4. Organize and lead the monthly Executive Steering Committee meeting to review project status, to be attended by the City Project Manager and City Project Sponsor(s). City requests set day and time every month.
5. Review and approve project deliverables.
6. Sign payment milestone acceptance documents.
7. Ticket issue resolution/status update to occur within 5 business days

Project Re- Initiation

The Advanced PM will work jointly with the City Project Manager to organize project information for the update of the Project Schedule. The Advanced PM will present all information required to re-start the project and will review with the City PM all remaining tasks to be completed before Go Live. The Advanced PM will develop a project schedule that is reasonable for both Advanced and the City to achieve. Each Project Schedule task shall include:

- Task name/description
- Relevant task predecessors
- Task duration (measured in days)
- Resources assigned accomplish the task.

The project schedule will be updated to reflect outstanding and new deliverables and tasks as defined in this SOW along with task predecessors. Tasks to be scheduled (which include both City and Advanced tasks) to complete the project are as follows:

- Upgrade of City server hardware, if required
- Application of the latest builds of CIS Infinity Version 4.X.X, Infinity.Link Enterprise and Infinity.Mobile Version 2.X.X server software in the City's test environment and production environment.
- Review and updates, if required, of the following project planning documents: Communication Plan, Change Management Plan, Test Plan, Training Plan, Risk Management Plan, Data Conversion Plan, Go/No Go Criteria, and Change Control Process
- Project Re-Initiation Kickoff Meeting
- Issues Tracking Tool training
- Business Process Review
- Documentation of "as is" and "to be" business processes
- Core Team training, inclusive of security training
- End User Training
- Review of reporting requirements
- Review and completion of custom reports, bill prints and notices
- Review and completion of required interfaces
- Review of Data Validation Criteria
- Data refreshes for Functional Testing, Integration Testing, User Acceptance Testing (UAT) and Go Live
- Functional, ITC and UAT testing phases (inclusive of Report testing)
- Updates to Project Team Contact List which includes users that need access to Issues Tracking Tool

Entry Criteria:

Both parties must meet the following criteria before this phase begins:

- Executed of Information Technology Agreement (Contract No. 13 – 1137) – Amendment 4 inclusive of this SOW between Advanced and City

Exit Criteria:

Both parties must meet the following criteria before this phase is complete:

- All deliverables below have been achieved

Deliverables:

Advanced:

Advanced will deliver as part of this phase:

- Onsite Project Re-Initiation Kickoff Meeting
- Application of the latest CIS Infinity, Infinity Mobile, and Infinity.Link Enterprise server builds in the City's test environment and production environment.
- Updated Joint Project Contact List
- Delivery of Issues Tracking Tool training
- Updated baselined and approved project schedule, with input from City
- Updated Communication Plan, with input from City
- Updated Change Management Plan, with input from the City
- Updated Risk Management Plan, with input from City
- Updated Change Control Process, with input from City

City:

City will deliver as part of this phase:

- Upgrade of City server hardware, if required, two weeks prior to the Project Kickoff meeting
- Install CIS Infinity V4 client on any desktops that requires access to CIS Infinity and where CIS Infinity client has not been previously installed
- Infinity.Mobile and Infinity.Link Enterprise Technical Checklist updates
- Assistance with application of builds to facilitate knowledge transfer
- Participation of the PM and Core Team in the project kickoff meeting
- Updated City Project Contact List
- Participation of PM and Core Team in issues tracking tool training
- Review and approval of updated Project Schedule
- Review and approval of updated Communication Plan

- Review and approval of updated Change Management Plan
- Review and approval of updated Risk Management Plan
- Review and approval of updated Change Control Process
- Finalization of Core Team and identification of SMEs and other resources assisting with the project

Core Team Training

Advanced will provide four (4) weeks of onsite trainer to the City's Core Team prior to an onsite Business Process Review (BPR). During the kickoff meeting, the Advanced and City PM will determine the areas to be covered during the four weeks of training but at a minimum will include Customer Service, Billing, Collections, Cashiering, Solid Waste, Security, Service Orders, Infinity.Link Enterprise and Infinity.Mobile.

During training sessions, City will document any potentially new processes which will be further reviewed during the BPR.

Entry Criteria:

Both parties must meet the following criteria before this phase begins:

- Computing infrastructure (including network) established and functioning correctly
- CIS Infinity (V4), Infinity.Link Enterprise and Infinity.Mobile (V2) updated to latest build and available for Core Team training
- Onsite Project Re-Initiation Kickoff Meeting completed
- Project Schedule updated and accepted by City

Exit Criteria:

Both parties must meet the following criteria before this phase is complete:

- All deliverables below have been achieved

Deliverables:

Advanced:

Advanced will deliver as part of this phase:

- Agendas and provide training manuals
- 4 Week onsite instructor-led Core Team training

City:

City will deliver as part of this phase:

- Core Team participation in training

Business Process Review

After completion of Core Team training, a two-week onsite BPR will be led by Advanced where Advanced will review the detailed business requirements of City with the City's Core Team and key decision makers. Key inputs into this process will include existing the Discovery document, City's documented existing business procedures, the RFP functional checklist and recommendations of CIS Infinity best practices by Advanced.

The City will provide documentation of As-Is business processes two weeks before the start of the BPR. Other key information to be provided by the City include:

- All rate tariffs and system generated fees – No changes in rate structure. Changes to values only
- Chart of Accounts (COA) for GL/AP interfacing – Updated COA for Tyler
- Meter Reading process flow, vendor and file layout
- All required service order information
- File layouts for all required interfaces
- File layouts and samples of current bill prints, notices, door hangers and letters
- All payment types received and any associated payment information, source of payments, tender types, interface files
- Process flows of penalties, collections, disconnections, bankruptcy and write offs
- Process flows of move in, move out processes
- Billing process flows
- All Daily, weekly, Month End and Year End Report Requirements
- Data setup of persons, premises, service types
- Existing security profiles and definitions
- City ordinances related to business processes

The Discovery document will be updated to reflect any changes to the CIS Infinity configuration based on the outcome of the BPR. Any recommended CIS Infinity best practices which the City cannot or chooses not to implement, will be documented in the Discovery document.

Updates to the City's business process documentation/flows is the responsibility of the City and must be completed prior to the start of Integration Testing. Advanced will review the City's To- Be business processes and provide feedback.

Entry Criteria:

Both parties must meet the following criteria before this phase begins:

- Completion of core team training weeks 1 & 2
- As-is business processes documented by City

Exit Criteria:

Both parties must meet the following criteria before this phase is complete:

- All deliverables below have been achieved

Deliverables:

Advanced:

Advanced will deliver as part of this phase:

- 2 Week onsite Business Process Review, exclusive of reporting, bill print, notices, and interfaces.
- Updated Discovery documents (CIS Infinity, Infinity.Mobile, Infinity.Link Enterprise)
- Recommendations based on current client processes that are defined for City/County

City:

City will deliver as part of this phase:

- As-Is Business Practices/Flows and Key Data identified above
- BPR participants who have the authority and are receptive to making business process improvements by taking advantage of CIS System's functionality.
- Summary of business processes changes identified during the BPR that will be reviewed by City for impact/change management/end user training issues
- Approval of updated Functional Discovery document.

Note: Once the Functional Discovery document has been approved, any subsequent changes identified in the testing phases which impact the project schedule as a result of re-configuration will follow the change control process.

Interface Status Review Workshop

Advanced will conduct a remote Interface Status Review Workshop to review the status of required interfaces and the effort required to complete interfaces. Any changes to interfaces where specifications have been previously signed by City may require a Change Order. The following list of new and existing interfaces will be reviewed. See also Interface Exhibit A.

- Tyler Munis – Munis General Ledger and Accounts Payable Refund file (Replace JDE)
- Paymentus IVR – Inbound & Outbound (replace Selectron). Outbound export file created for delinquent account callout, 2 Day Notice & High consumptions notifications
- ACH –Wells Fargo ACH Format data format is required. Account number format will change
- Wells Fargo Lockbox Payment – Account number format will change
- LockboxE –Account number format will change
- Paymentus – Electronic Payment Processor Paymentus is currently implemented at City with First Data as merchant services provider. In V4 Paymentus inbound is integrated with Advanced via web services. City currently has customer file, payment posting file, email file, and bill print file that is sent Paymentus.
- Postal Pros EBP (Replace InfoSend)
- Postal Pros Notices/Letters – PDF file to be sent for printing by Postal Pros.-Final Bill Letter, Welcome Letter, LIC letter
- Esri ArcGIS – No Change
- GIS Service Address Verification and Validation (CO#1) : CIS service addresses will be validated at point of entry and in bulk in real-time, by calling ArcGIS API. The ability to save an invalid service address is a configurable option in CIS Infinity.
- Beacon AMI System – A real-time interface between CIS Infinity and Beacon AMI system will be implemented. The interface will include
    - CIS to Beacon AMI data synchronization (CIS infinity will send account, service address, meter, endpoint information to Beacon AIM)
    - CIS to Beacon AMI reads on demand
    - CIS to Beacon AMI billing reads request
- MARS – Payment Import File (similar to Lockbox E) – New file import for the City – Currently processing MARS manually. Account number format will change
- Meter inventory import – One standard file layout to be used for all meter manufacturers; import of new meters from meter manufacturer(s). Import will use spreadsheet of meter number, endpoint, Po #, meter size,
- Collection Agency – Import and Export to Virtuoso Collection Agency
- County Lien – Export/list of Accounts, broken out by service specific export format required by the county.
- Generic Meter Read – Export/Import – when Manual Import/Export required – one format

- Custom scripts and formula for winter average, COD, INLINE and LIC – see Interface Exhibit A

The following interfaces included in the original SOW are no longer required

- CityWorks Work Management – Not required
- JD Edwards Enterprise – Fixed Assets – Not required
- Active Networks – City will use CIS Infinity cash register functionality
- Datamatic Routestar – Not required
- ConserveTrack – Not required
- Badger AMI (CO#2)
- Badger Smart Meter Software
- Beacon AMI System (CO#2) – Meter Exchanges/Work Order Management

Entry Criteria:

Both parties must meet the following criteria before this phase begins:

- Onsite Project Re-Initiation Kickoff Meeting completed
- Project Schedule updated and accepted by City
- Interface file layouts and sample file provided by City
- Third party vendor participation in workshop, as required, secured by City

Exit Criteria:

Both parties must meet the following criteria before this phase is complete:

- All deliverables below have been achieved

Deliverables:
Advanced:

Advanced will deliver as part of this phase:

- Remote Interface Status Review Workshop
- Review of existing interface specifications
- Creation of BRD for new interfaces

City:

City will deliver as part of this phase:

- Sign off of any outstanding interface specifications – 10 days of receipt
- Coordination with third party vendors, as required
- Sign off of new/updated interface BRDs – 10 days of receipt

Reports, Bill Print and Notices Review Workshop

A remote Reports Review Workshop will be conducted to review the current Reports Matrix. Custom Reports previously identified will be reviewed to determine the status for each. Any outstanding custom reports will be completed and delivered at Integration Testing. The original contract included 10 custom reports to be determined by the City. Any new Custom Report requests will be identified via the Change Order process.

Advanced will deliver 2 notices, 10 reports, 1 Bill Print, 1 Work Order with capability for different formats/tasks at Integration Testing. Completion of Letters is the responsibility of the City. Notices are the responsibility of Advanced. It is not expected that any changes will be requested, however, these will be handled via the Change Order process if that is the case.

Entry Criteria:

Both parties must meet the following criteria before this phase begins:

- Project Re-Initiation Kickoff Meeting completed
- Project Schedule updated and accepted by City
- Updated Reports Analysis spreadsheet delivered by City 2 weeks prior to Workshop

Exit Criteria:

Both parties must meet the following criteria before this phase is complete:

- All deliverables below have been achieved

Deliverables:

Advanced:

Advanced will deliver as part of this phase:

- Reports, Bill Print and Notices Review Workshop
- Identification of any new reporting, bill or notices requirements
- Provide insight and direction on what other cities do for their reports, bill print, notices, forms, letters, etc. – assist with industry guidelines

City:

City will deliver as part of this phase:

- Participation in Reports, Bill Print and Notices Review Workshop
- Approval of any required changes documented via a Change Order

Data Conversion Workshop & Updated Conversion Plan

Advanced will conduct an onsite Data Conversion Workshop to review the current data mapping, validation criteria, and known conversion issues. Scripts and criteria will be updated as appropriate but will leverage the existing approach previously agreed to by the City. The Data Conversion Plan will be updated, as required. City will provide Advanced with a data extract of all data to be converted. Data will be loaded by City onto a secured FTP site 8 weeks prior to the onsite workshop. Advanced will convert City's data so that it can be loaded into CIS Infinity.

Advanced will assist City in reviewing baseline accounts which are a representative cross section of City customers (e.g., rates, customer type etc.). The baseline accounts will be used to test and QA both the validity of the converted data and configuration.

The City has 20 years of data to convert. City expects to use CIS Infinity archiving solution once the data is converted

Entry Criteria:

Both parties must meet the following criteria before this phase begins:

- All data to be converted by Advanced has been identified by City.

Exit Criteria:

Both parties must meet the following criteria before this phase is complete:

- All deliverables below have been achieved

Deliverables:

Advanced:

Advanced will deliver as part of this phase:

- Onsite data conversion workshop
- Updated Data Conversion Plan, including data validation criteria, and data mapping
- Identify data clean-up activities on historical data
- Signoff process for data validation/upload/refresh of data to CIS V4

City:

City will deliver as part of this phase:

- Resources to participate in the data conversion workshop. Resources will understand the existing conversion scripts and processes used to date and will be knowledgeable in the legacy system data.
- Updated data extract of all data to be converted, including data validation criteria and timing, to be provided to Advanced eight weeks prior to the onsite workshop. All data

to be converted must be delivered with each data refresh and must be provided in the same data extract format.

- Data clean-up activities started on legacy system data (as required).
- Review and update of Baseline Accounts
- Sign off of updated Data Conversion Plan 10 days from receipt

To-Be Business Processes and Testing Preparation

Updates to the City's business process documentation/flows is the responsibility of the City and must be completed prior to the start of Integration Testing. Advanced will review and provide assistance with the City's To-Be business processes and provide feedback.

The Advanced PM will provide City with generic test scenarios. Modification of test scenarios to match City's specific business scenarios and requirements is the responsibility of City. Advanced will conduct a one week Testing Workshop to train the City on developing scenario-based scripts and to teach City testers on how to test. Once developed by the City, Advanced will review (up to one 4-day week) City's custom test scenarios and provide feedback. From the test scenarios City and Advanced will create an ITC Plan (Integration Testing Cycle), and User Acceptance Test (UAT) Plan.

Entry Criteria:

Both parties must meet the following criteria before this phase begins:

- Approval of updated Functional Discovery document

Exit Criteria:

Both parties must meet the following criteria before this phase is complete:

- All deliverables below have been achieved

Deliverables:

Advanced:

Advanced will deliver as part of this phase:

- Generic Test Scenarios and test scripts used by other customers (customer approved)
- Review and feedback on City customized test scenarios
- 1-week onsite test scenario development assistance and testing workshop
- Discuss and define workflow process/setup and access rights per user/job description within CIS V4

City:

City will deliver as part of this phase:

- Documented initial To- Be business processes.
- Participation by testing team in Test Scenario Development and Testing Workshop
- Customization of Generic Test Scenarios
- Mapping of test scenarios to functional requirements, as required

- Updates to Rates Testing Matrix

Functional Testing

Functional testing will utilize the baseline accounts to confirm that the data conversion and basic functions in the system are working as expected. Individual accounts will be reviewed and will run through a meter to cash process. In the review of these individual accounts, City will be tasked with testing each rate element in the system and documenting the results to confirm that the billing process works prior to starting a cycle billing process. This rate testing will be done against a series of baseline accounts and will look at each rate scenario and all of the associated proration activities that can affect a rate calculation.

Functional Testing is modular and does not test the system end-to-end utilizing interfaces.

Advanced will support all software testing through a combination of onsite support, remote support and WebEx online support.

At the start of the Functional Test phase, a full data conversion using a fresh data extract will be performed to exercise the data conversion process. Advanced will provide and City will verify all balancing metrics that were agreed upon in the updated Data Conversion Plan.

Deficiencies found during Functional Testing will be entered into the Issues Tracking Tool for the correction of configuration, data conversion and/or system deficiencies. Deficiencies will be entered into Issues Tracking Tool by City.

Entry Criteria:

Both parties must meet the following criteria before this phase begins:

- Conversion updated per the updated Data Conversion Plan
- Configuration updated by Advanced per the updated Functional Discovery document
- Functional test scripts customized by City
- Rates testing matrix completed/updated by the City
- City Documented Initial To-Be Business processes
- City mapping of test script to functional requirements
- Testing Workshop complete

Exit Criteria:

Both parties must meet the following criteria before this phase is complete:

- All deliverables below have been achieved

Deliverables:

Advanced:

Advanced will deliver as part of this phase:

- Data Conversion Refresh, Data Validation Report(s) and review

- Timing of Advanced data conversion activities for input into the Cut Over Plan
- Onsite and remote testing assistance
- Application of CIS System software Build(s), as required
- Successful resolution of 85 of configuration type tickets reported no less than 15 days from scheduled ITC Refresh start date
- Discussion and resolution for 38,000 plus active customers and 12,000 active billed accounts – performance issues, time frame to bill active accounts, etc.

City:

City will deliver as part of this phase:

- Data Extract, Data Validation Report(s) and review
- Timing of City conversion activities for input into the Cut Over Plan
- Execution of customized test scripts, including rates testing, with anomalies reported in Issues Tracking Tool
- Testing of conversion. Anomalies reported in Issues Tracking Tool
- Documentation of test results
- Re-testing as required of fixes of reported defects
- Documented To-Be Business processes (for start of ITC)
- Commencement by City of configuration of Client/City Owned Control Forms

Interface Development and Configuration

All interfaces per Section 2 will be completed by Advanced and delivered at the beginning of ITC 1.

Entry Criteria:

Both parties must meet the following criteria before this phase begins:

- Completion of the Interface Status Review Workshop
- Specification/BRD Sign off by City for all interfaces

Exit Criteria:

Both parties must meet the following criteria before this phase is complete:

- All deliverables below have been achieved

Deliverables:

Advanced:

Advanced will deliver as part of this phase:

- Application of new build, as required, at the start of ITC
- Updates to CIS configuration per approved specifications

City:

City will deliver as part of this phase:

- Completion of Implementation of Payment Processor solution (Paymentus), two weeks prior to start of ITC 1

Integration Testing (ITC)

ITC is intended to exercise full scale testing of the system incorporating the testing of interfaces and modification. It includes testing of all end to end processes including include Monthly, Quarterly and Year End processes for the City and all Control Forms including Client Owned Control forms (service orders, actions, letter generation, security, admin). ITC will utilize test scripts/cases customized by City to confirm that the data conversion and business processes are functioning as expected.

Advanced will support all software testing through a combination of onsite support, remote support and WebEx online support.

At the start of ITC1, a full data conversion using a fresh data extract will be performed to exercise the data conversion process and to update any required data fixes that are found through testing. Advanced will provide and City will verify all balancing metrics that were agreed upon in the updated Data Conversion Plan.

Deficiencies found during ITC1 will be entered into the Issues Tracking Tool for the correction of configuration, data conversion and/or system deficiencies. Deficiencies will be entered into the Issues Tracking Tool by City.

ITC2 emulates the same process with a refreshed data conversion set and any configuration changes as well as updates to interfaces and modifications.

ITC1 Entry Criteria:

Both parties must meet the following criteria before this phase begins:

- City approved ITC Test Plan
- Completion of testing of all applicable functional modules by City using customized test documents and test cases and anomalies reported in Issues Tracking Tool
- Testing by City of conversion items and anomalies reported in Issues Tracking Tool
- Rates Testing completed by City and any anomalies reported in Issues Tracking Tool
- Client/City Owned Control Forms 60% complete which must include Service Order Types, Service Order Completion Codes, critical GO Live Form letters, basic Actions. Security configuration requirements need to be defined for all user groups.
- Existing interfaces delivered by Advanced per the approved specifications/BRDs
- “To Be” Business Processes documented and approved by City
- End to End test Scripts customized by City, with feedback from Advanced
- Updates to existing custom reports, if required, delivered by Advanced
- Updates to Bill Print, Notices and Receipts, if required, delivered by Advanced
- Updates Forms letters, if required, delivered by City
- Completion by Advanced of Infinity.Mobile and Infinity.Link Enterprise configuration

ITC1 Exit Criteria:

Both parties must meet the following criteria before this phase is complete:

- All deliverables below have been achieved

Deliverables:

Advanced:

Advanced will deliver as part of this phase:

- Data Conversion Refresh, Data Validation Report(s) and review
- Timing of Advanced data conversion activities for input into the Cut Over Plan
- Onsite and remote testing assistance
- Application of CIS System software Build(s), as required
- Successful resolution of 80% of critical path conversion type tickets reported no less than 10 days from scheduled ITC2 Refresh start date
- Successful resolution of 80% of critical path configuration type tickets reported no less than 10 days from scheduled ITC2 Refresh start date, unless otherwise mutually agreed by Advanced and City
- Review of setup and connection of all API's for 3rd party products. training on process/maintenance if necessary, to City ITT– Example: Paymentus
-
- Assistance with performance testing

City:

City will deliver as part of this phase:

- Data Extract, Data Validation Report(s) and review
- Timing of City conversion activities for input into the Cut Over Plan
- User Security set-up and all Client Owned control forms 80% complete
- Infinity.Link Enterprise configuration/GUI 80% complete
- Execution of customized end to end test scripts and related activities per the Test plan, with anomalies reported in Issues Tracking Tool
- Testing of interfaces with 3rd party vendor participation (if applicable) and anomalies reported in Issues Tracking Tool
- Retesting of fixed conversion items and testing of remaining conversion additions. Anomalies reported in Issues Tracking Tool
- Documentation of test results
- Re-testing as required of fixes of reported defects
- Updates to documented To-Be Business processes
- Performance Testing

ITC2 Entry Criteria:

Both parties must meet the following criteria before this phase begins:

- End to end testing by City using customized test documents and test cases and anomalies reported in Issues Tracking Tool
- ITC2 Data Validation reviewed jointly and anomalies under investigation by both parties
- Successful resolution of 80% of critical path configuration type tickets reported no less than 10 days from scheduled ITC2 Refresh start date
- Successful resolution of 80% of conversion type tickets reported no less than 10 days from scheduled ITC2 Refresh start date
- Successful Testing of 80% of Client Owned Control Forms
- Infinity.Link Enterprise configuration/GUI complete and ready for Testing in ITC2
- Payment Processor set up complete and ready for integration testing with CIS Infinity and Infinity.Link Enterprise

ITC2 Exit Criteria:

Both parties must meet the following criteria before this phase is complete:

- All deliverables below have been achieved

Deliverables:

Advanced:

Advanced will deliver as part of this phase:

- Data Conversion Refresh, Data Validation Report(s) and review
- Timing of Advanced data conversion activities for input into the Cut Over Plan
- Onsite and remote testing assistance
- Application of CIS System software Build(s), as required
- Successful resolution of 90% of critical path conversion type tickets reported no less than 10 days from scheduled UAT Refresh start date
- Successful resolution of 90% of critical path configuration type tickets reported no less than 10 days from scheduled UAT Refresh start date, unless otherwise mutually agreed by Advanced and City
- Assistance with performance testing

City:

City will deliver as part of this phase:

- Data Extract, Data Validation Report(s) and review
- Timing of City conversion activities for input into the Cut Over Plan
- User Security set-up and all Client Owned control forms complete
- Infinity.Link Enterprise configuration/GUI complete
- Infinity.Link Enterprise testing complete and any anomalies reported in Issues Tracking Tool
- Infinity.Mobile Issues complete, and any anomalies reported in Issues Tracking Tool
- Execution of customized end to end test scripts and related activities per the Test plan, with anomalies reported in Issues Tracking Tool
- Retesting of interfaces with 3rd party vendor participation (if applicable) and anomalies reported in Issues Tracking Tool
- Retesting of fixed conversion items and testing of remaining conversion additions. Anomalies reported in Issues Tracking Tool
- Performance Testing

User Acceptance Testing (UAT)

The final phase of testing is UAT and starts with a code freeze. Only critical path items will be altered during this phase as agreed upon by both parties after analyzing the risk of introducing these changes. UAT seeks to replicate daily operations to validate the system is ready for use. Once complete, the UAT constitutes acceptance of the system as ready for Go Live. In combination with staff training readiness and organization readiness, the UAT and its acceptance help to drive the Go/No Go criteria that determine the Go live date.

Advanced will coordinate with City to select the integration test scripts that will be used during UAT.

A mock go live will also be conducted to ensure that all go live activities have been defined and estimates identified for the time and resources required to perform the work. The mock go live is staged in a similar manner as the pre-go live steps and procedures including a full data conversion and validation.

Entry Criteria:

Both parties must meet the following criteria before this phase begins:

- Successful resolution of 95% of critical path configuration type tickets reported no less than 10 days from scheduled UAT Refresh start date
- Successful resolution of 95% of critical path conversion type tickets reported no less than 10 days from scheduled UAT Refresh start date
- Approved To- Be Business Processes

Exit Criteria:

Both parties must meet the following criteria before this phase is complete:

- All deliverables below have been achieved

Deliverables:

Advanced:

Advanced will deliver as part of this phase:

- Mock GO Live (during regular business hours)
- Go/No Go
- Data Conversion Refresh, Data Validation Report and review
- Timing of Advanced data conversion activities for input into the Cut Over Plan
- Onsite and remote testing assistance
- Application of Build(s), as required
- Resolution of all reported critical path conversion and configuration issues

City:

City will deliver as part of this phase:

- Data Extract and Validation
- Timing of City conversion activities for input into the Cut Over Plan
- User Security set-up updates
- Execution of customized test scripts and related activities per the Test plan
- Documentation of test results
- Defects reported in the Issues Tracking tool
- Re-testing as required of fixes of reported defects
- Configuration/Validation sign off

End User Training

As part of the Training Plan, Advanced will work with City to jointly create the appropriate Training Matrices (part of the Training Plan) that will identify classes, schedule, and the Advanced and City staff attendance needs. The Training Plan will be reviewed and updated to include roles and responsibilities of Advanced and City staff.

Advanced will provide on-site End User training to ensure City resources secure a working knowledge of their specific areas of the CIS System. City Core Team will support Advanced in the delivery of End User Training, specifically as it relates to To-Be Business process changes.

Each End User training session will have an attendance sheet that matches the End User training schedule. Once each session is complete, City will sign-off on a Training Session Sign-off Form signifying that the training session has been completed.

Advanced will provide standard training workbooks. Customization of End User training material is the responsibility of the City.

Entry Criteria:

Both parties must meet the following criteria before this phase begins:

- Completion of Integration Testing

Exit Criteria:

Both parties must meet the following criteria before this phase is complete:

- All deliverables below have been achieved

Deliverables:

Advanced:

Advanced will deliver as part of this phase:

- Training Plan, with City input
- Four (4) weeks of onsite, Advanced lead, End User classroom training
- Software installation, configuration, maintenance, and training to City ITT
- Environment creation, refresh from Production to Test, and training to City ITT
- Software upgrade/enhancements and training to City ITT via customer portal
- Software backup setup and training to City ITT

City:

City will deliver as part of this phase:

- Input into Training Plan
- Participation in End User Training per the Training Plan
- To-Be Business Process Training
- Customization of end user training material, if required

Go Live – Cut Over

The Advanced and the City PM will jointly update the Cut-Over Plan prior to Go-live in preparation for a final transition to live. This plan will detail the steps and responsibilities for Advanced and City to transition the CIS System to City production (live) environment. The Cut-Over Plan will include but not be limited to the following items:

- Full emergency contact information
- Detailed steps, responsibilities and timing of when data extract is obtained, and data conversion refresh is returned
- Ordered steps, responsibilities and timing to ensure balancing of the system
- Determination of whether a test system is refreshed at the same time as production for any required process testing
- Post-cut-over checklist
- Criteria that determine when the system will be turned over to end user staff
- A formal release initiated by Advanced and signed by City that documents that the system has been handed to City in full balance
- Contingency Roll back plan

City will review with Advanced the Go/No-Go criteria established at UAT. These criteria shall be used to determine whether or not to proceed to GO Live. Criteria shall be measured on a weekly basis starting no later than the commencement of User Acceptance Testing. When all criteria are met, City shall issue formal authorization to proceed with the Cut-Over Plan to production.

Entry Criteria:

Both parties must meet the following criteria before this phase begins:

- System in readiness state for all critical path items
- End User training is complete

Exit Criteria:

Both parties must meet the following criteria before this phase is complete:

- All deliverables below have been achieved

Deliverables:

Advanced:

Advanced will deliver as part of this phase:

- Jointly updated Cut Over plan and Readiness Checklist
- Cut over meeting to present the plan, jointly with the City
- Participate in GO Live readiness review and decision to proceed based on Go/No Criteria, jointly with the City

- Completion of Advanced Cutover tasks as outlined in the Cut Over Plan
- Data Conversion Refresh and Validation Report
- AR Balancing Report, Year and month active confirmation, Transaction Codes Report and Rates Report
- Onsite support during cutover, including but not limited to additional training/knowledge on day to day business processes at City
- Close out plan that defines criteria for closing the project

City:

City will deliver as part of this phase:

- Jointly updated Cut Over plan and Readiness Checklist
- Cut over meeting to present the plan, jointly with the Advanced
- Notify internal and external stakeholders (customers, employees etc.) of cut over to new system and any operational disruptions per the Communication Plan
- Lead GO Live readiness review and decision to proceed based on Go/No Criteria, jointly with the Advanced
- Completion of City Cutover tasks as outlined in the Cut Over Plan
- Data Extract and Validation
- Technical staff available Go Live weekend
- Core Team and user's participation in Go Live weekend, to complete Cut Over tasks, validate system balancing and perform system catch up work halted

Post Go Live

Advanced will assist City throughout the two (2) month post live implementation phase to identify and respond to any needs and concerns. During the Post Go Live period, Advanced will supply, as per the agreement, a combination of onsite, remote, and WebEx online support to ensure a smooth transition to support. During this phase of the project, the following items will be supplied to City:

- Weekly PM and technical staff meetings to review all high-priority items.
- Combination of onsite and remote customer support.
- Introduction and transition to Support.

Throughout the Post Go Live period, the Advanced PM will continue to act as primary resource for all issues. Upon completion of the Post live support period, City will transition to the Advanced's Customer Service and Support Department as per the Support and Maintenance agreement.

Entry Criteria:

Both parties must meet the following criteria before this phase begins:

- Go Live

Exit Criteria:

Both parties must meet the following criteria before this phase is complete:

- All deliverables below have been achieved

Deliverables:

Advanced:

Advanced will deliver as part of this phase:

- Two (2) months on site and remote transition period to assist with functional issues that may arise
- Achievement of project close-out Plan
- Transition Meeting with Support

City:

City will deliver as part of this phase:

- Support team comprised of Core Team members and IT staff to respond to end user issues and log incidents in the issue tracking tool
- Provide re-training of end user, if required
- Participate in Support transition call

- Timely testing of corrections to outstanding issues (5 days)
- Project close out approval

Fees and Payment Milestones

	Description	Hours	Cost (Exclusive of Taxes)
Amendment Additional Services Fees	Project Management	820	$155,800
	Business Process Review (Discovery)	200	$38,000
	Data Conversion	340	$64,600
	Configuration & Interfaces	480	$91,200
	Training	340	$64,600
	Infinity.Link Enterprise and Mobile	385	$73,150
	Testing Support	1530	$290,700
	Reports	70	$13,300
	Amendment Additional Service Fees	**4165**	**$791,350**
Remaining Amounts from Initial SOW	Go Live		$31,875
	Post Live		$40,800
	Retainage		30,725
	Total Remaining Amounts for Initial SOW		**103,400**
	TOTAL Services to Complete SOW		**$894,750**
Estimated Travel Related Expenses Billed as Incurred	Additional Trips per Amendment	50 trips	$125,000
	Remaining Travel Budget per Original SOW	11 trips	$28,652
	Total Estimated Travel	**62 trips**	**$153,652**
	Total Services + Estimated Expenses		**$1,048,402**

Year 1 maintenance for Infinity.Link Enterprise will be $20,000

Service Payment Milestones

City will be billed monthly by Advanced for milestones completed during the month. The service fees milestones are as follows:

Reference	Milestone – City will be billed monthly for all milestones completed during the month (i.e. one invoice per month).	Invoice Amount (Exclusive of Taxes)
MP1	Project Management Month 1	$ 10,015
MP2	Project Management Month 2	$ 10,015
MP3	Project Management Month 3	$ 10,015
MP4	Project Management Month 4	$ 10,015
MP5	Project Management Month 5	$ 10,015
MP6	Project Management Month 6	$ 10,015
MP7	Project Management Month 7	$ 10,015
MP8	Project Management Month 8	$ 10,015
MP9	Project Management Month 9	$ 10,015
MP10	Project Management Month 10	$ 10,015
MP11	Project Management Month 11	$ 10,015
MP12	Project Management Month 12	$ 10,015
MP13	Project Management Month 13	$ 10,015
MP14	Project Management Month 14	$ 10,015
MP15	Re- Installation/Update of CIS Infinity Sign off	$ 20,520
MP16	Delivery of Business Process Review Workshop	$ 23,940
MP17	Updated Functional Discovery Document Signoff	$ 2,052
MP18	Delivery of Data Conversion Workshop	$ 17,442
MP19	Updated Data Conversion Plan Sign off	$ 3,489
MP20	Delivery of Interface Discovery Workshop	$ 6,840
MP21	Delivery BRDs for New Interfaces (not in Original SOW)	$ 2,052

Reference	Milestone – City will be billed monthly for all milestones completed during the month (i.e. one invoice per month).	Invoice Amount (Exclusive of Taxes)
MP22	Delivery Updated Specifications - Existing Interfaces (Original SOW)	$ 4,104
MP23	Delivery of Reports, Bills, Notices, Receipts Discovery Workshop	$ 1,368
MP24	Delivery of Updated Reports Matrix	$ 4,788
MP25	Initial Conversion Rollout	$ 20,349
MP26	Initial Configuration Rollout	$ 34,884
MP27	Completion of Core Team Training Week 1	$ 10,175
MP28	Completion of Core Team Training Week 2	$ 10,175
MP29	Completion of Core Team Training Week 3	$ 10,175
MP30	Completion of Core Team Training Week 4	$ 10,175
MP31	Completion of Testing & Script Review Workshop	$ 5,814
MP32	Data Refresh # 2 Load (Functional Testing)	$ 5,814
MP33	Completion of Functional Testing	$ 20,520
MP34	On the Job Learning - Functional Testing	$ 52,326
MP35	Delivery of Custom CIS Infinity Reports	$ 7,182
MP36	Data Refresh # 3 Load (ITC #1)	$ 5,814
MP37	On the Job Learning - ITC1 Testing	$ 52,326
MP38	Completion of Integration Testing Cycle 1	$ 39,245
MP39	Data Refresh # 4 Load (ITC #2)	$ 2,907
MP40	On the Job Learning - ITC2 Testing	$ 39,245
MP41	Completion of Integration Testing Cycle 2	$ 39,245
MP42	Data Refresh # 5 Load (UAT)	$ 2,326
MP43	On the Job Learning - UAT Testing	$ 19,623
MP44	Completion of User Acceptance Testing	$ 19,623
MP45	Delivery of End User Training - Week 2	$ 5,814

Reference	Milestone – City will be billed monthly for all milestones completed during the month (i.e. one invoice per month).	Invoice Amount (Exclusive of Taxes)
MP46	Delivery of End User Training - Week 4	$ 5,814
MP47	Infinity.Link Enterprise Workshop	$ 12,826
MP48	Installation of Infinity.Link Enterprise	$ 12,826
MP49	Infinity.Link Enterprise Discovery Document Signoff	$ 5,130
MP50	Infinity.Link Enterprise Initial Rollout	$ 20,520
MP51	Infinity.Mobile Workshop	$ 3,635
MP52	Installation/Update of Infinity.Mobile	$ 10,902
MP57	**Retainage (10% of Milestones)**	$ 79,135
	Total Additional Professional Services	**$ 791,350**

Reference	**Milestone Outstanding from Original SOW – City will be billed monthly for all milestones completed during the month (i.e. one invoice per month).**	Invoice Amount (Exclusive of Taxes)
MP53	Data Conversion for Go Live	$ 6,375
MP54	Go Live	$ 25,500
MP55	Post Live Support Month 1	$ 20,400
MP56	Post Live Support Month 2	$ 20,400
MP58	Final Acceptance - Original SOW	$ 30,725
	Outstanding Professional Services from Original SOW	**$ 103,400**

Tyler Munis General Ledger

Purpose: All financial general ledger transactions created from Advanced by various processes (billing, cash receipts etc.) will be exported to Tyler Munis Financial System in order to be posted to the City's General Ledger.
Special Logic: Transactions for each batch are summarized by General Ledger account number.Selection is by batch. The debits and credits are summarized by account number. All the cash records are summarized into one line by batch number with default description of 'UCIS Pmt' Munis import process requires a txt file. The general ledger account number is based upon the City's old Chart of Accounts (COA). The old general ledger number requires the use of a cross reference file to map to the new COA created in Munis. Advanced will be configured using new COA. The file will be based on following file specification:

Tyler Munis Field	Beg Col	End Col	Length	UCIS Field
Reference 2	1	8	8	Document Number
Reference 3	9	10	2	Document Type
Effective Date MM/DD/YYYY	11	20	10	GL Date
Signed Amount(no decimals)	21	35	15	Amount
				Explanation Default descriptions: DirDebit Bank Dep UCIS Bill Paymentus LockBoxE LockBox Canc/Rebil Fin Chg(C) MARS Bal Transf Pmt Transf
Additional Description	36	45	10	
Cross Reference Account	46	57	12	Account
Comment	58	65	8	Batch Number

Tyler Munis Refund

Purpose: A refund file will be created of all accounts that have final billed and have a credit balance. This file will be imported to Tyler Munis invoice module for Accounts Payable to generate check.
Special Logic: The vendor number will be an option that the users can enter based upon One time Pay vendor processing in Tyler Munis . Selection by batch. The department field will be hardcoded to '550' for Public Utilities Department. Munis import process requires a txt file. The file will be based on the following file specification:

Tyler field	Begin At	Ends At	Value
Hdr Row Type	1	1	'H'
Hdr Vendor Number	2	7	user defined
Hdr Dept	8	10	550
Hdr Invoice Number	11	30	
Hdr Invoice Date	31	40	Format MM/DD/CCYY
Hdr Invoice Due Date	41	50	Format MM/DD/CCYY
Hdr Invoice Total	51	63	Format (no decimals
Hdr Invoice Description	64	93	Default 'UTILITY REFUND/batch#'
Dtl Row Type	94	94	'D'
Dtl Invoice Number	95	114	
Dtl Vendor Number	115	120	user defined
Dtl Line Sequence	121	122	
Dtl Description	123	152	Default 'Utility Refund/batch#
Dtl Amount	153	165	
Dtl Cross Reference	166	178	
Vdr Row Type	179	179	'V'
Vdr Vendor Number	180	185	user defined
Vdr Name One	186	220	
Vdr Address One	221	250	
Vdr Address Two	251	280	
Vdr City	281	290	
Vdr State	291	292	
Vdr Zip	293	297	

Paymentus Payments

Purpose: Paymentus is currently used by City customers with the quick pay option and/or the customer portal. The customer portal has functionality for customers to print bill, and setup email statement processing. Paymentus Agent Dashboard is also used by customer service representative to take payments over the phone or in person using credit card or e-check payments.

Special Logic: The City currently imports a customer information file (CIF) to Paymentus, Postal Pros imports bill print pdf file to Paymentus , Paymentus exports 3 daily payment posting files to UCIS. The City will require that all improved functionality including API's be implemented. Paymentus is configured to use Wells Fargo First Data for merchant services processing.

Customer Information File Specifications:
Paymentus maintains facilities to import account and customer data from an external system in a batch file format. The default file format follows a Comma Separated Value (CSV) layout as follows:

Parameter Name	Required	Length	Description	UCIS File.Data Item
Account Number	Yes	Char(32)	Account Number	F1902.NCDOCO
Invoice Number	No	Char(32)	Invoice Number	Blank
Amount Due	Yes	Number (12,2)	Amount Due	F1902.NCCURR + F1902.NCAG1+ F1902.NCAG2+ F1902.NCAG3+F1902.NCAG4 + F1902.NCAG5 + F1902+NCAG6 + F1902.NCAG7+F1902.NCFTR+F1902.NCNAGE +F1902.NCFTR
Amount Past Due	No	Number(12,2)	Amount to be shown to the user if past due	F1902.NCAG1+ F1902.NCAG2+ F1902.NCAG3+F1902.NCAG4 + F1902.NCAG5 + F1902+NCAG6 + F1902.NCAG7
Due Date	Yes	Date mmddyyyy	Due Date	F1902.NCLBLD + 25
Authentication token1	Cond	Char(32)	If configured, user must enter matching authentication token in addition to account number to make a payment	Blank
Authentication token2	No	Char(32)	Additional authentication token	Blank
Authentication token3	No	Char(32)	Additional authentication token	Blank
Segment	No	Char(8)	CONSUMER|BUSINESS, default is CONSUMER	Blank
First Name	No	Char(64)	First name or Business contact First Name	Default

Parameter Name	Required	Length	Description	UCIS File.Data Item
Middle Name	No	Char(512)	Middle Name or Business Name	Blank
Last Name	No	Char(64)	Last Name or Business contact Last Name	F0101.ABALPH
Email	No	Char(256)		F0111.WWREM1
Day Phone	No	Number(10)	Daytime contact number	F0115. WPAR1 F0115.WPPH1
Day Ext	No	Number(10)	Daytime contact number extension	0
Evening Phone	No	Number(10)	Evening contact number	F0115. WPAR1 F0115.WPPH1
Evening Ext	No	Number(10)	Evening contact number extension	0
Address Line 1	No	Char(128)	Address line 1	F1901.NBSTNB + F1901.NBSTNM + F1901.NBDRPR
Address Line 2	No	Char(128)	Address line 2	Blank
City	No	Char(32)		F1901.NBCTY1
State/Province	No	Char(2)	State/Province abbreviation	F1901.NBADDS
Zip/Postal Code	No	Char(9)	Country specific zip/postal code	F1901.NBADDZ
Country	No	Char(2)	Default client specific country	F1901.NBCTR
Paper suppressed	No	Boolean(1)	Y/N default N. Only include this column if instructed to do so by Paymentus, otherwise skip the column (and don't include the corresponding comma)	Skip column
Days past due	No	Number(2)	Number of days account is past due	0
Min Amount	No	Number(12,2)	Minimum amount to be paid, if not supplied client configured global value is used	Default from processing option
Max Amount	No	Number(12,2)	Maximum amount to be paid, if not supplied client configured global value is used	0
Max Posting Date	No	Date mmddyyyy	Client dependent additional date to be shown to user	0

Parameter Name	Required	Length	Description	UCIS File.Data Item
Max Posting Date2	No	Date mmddyyyy	Client dependent additional date to be shown to user	0
Web Channel Block	No	Boolean(1)	Y/N if payments on the web should be blocked for this account	Blank
AD Channel Block	No	Boolean(1)	Y/N if agent assisted payments should be blocked for this account	Blank

Payment Posting File

The default file format follows a Comma Separated Value (CSV) layout as follows, first line is Header Field Names, and text values are in double quotes:

Column Name	Required	Length	Description	UCIS File.Data Item
Confirmation Number	Yes	Number(12)	Payment reference number	
Payment Amount	Yes	Number (12,2)	Payment amount	
Convenience Fee	No	Number(12,2)	Convenience fee amount if applicable	
Total Amount	Yes	Number(12,2)	Total amount paid	
Merchant Fee	No	Number(12,2)	Merchant fee if configured	
Processing Fee	No	Number(12,2)	Processing fee if configured	
Payment type	Yes	Char(32)	Paymentus assigned payment type code	
Account Number	Yes	Char(32)	Customer account number	
Customer First Name	No	Char(64)	First name or Business contact First Name if configured	
Middle Name	No	Char(512)	Middle Name or Business Name if configured	
Last Name	No	Char(64)	Last Name or Business contact Last Name if configured	
Address	No	Char(128)	Address	
City	No	Char(32)		
State/Province	No	Char(2)	State/Province abbreviation	
Zip/Postal Code	No	Char(9)	Country specific zip/postal code	

Column Name	Required	Length	Description	UCIS File.Data Item
Payment Date	Yes	Date MM/dd/yyyy HH:mm	Y/N default N. Only include this column if instructed to do so by Paymentus, otherwise skip the column (and don't include the corresponding comma)	
Payment Method Type	Yes	String(32)	VISA|MC|DISC|AMEX|VISA_DEBIT|MC_DEBIT|SAV|CHQ as configured for Client	
Payment Method	Yes	String(32)	Masked payment method with last 4 digits in clear	
Origin	Yes	String(32)	Paymentus configured origin code	
Channel	Yes	String(32)	Paymentus configured channel code	
Originator	Yes	String(32)	Payment originator|user|login	
Status	Yes	String(32)	Payment status code	
Status description	Yes	String(32)	Payment status description	
Notification status	No	String(32)	Status of the corresponding payment notification if configured	

Postal Pros Bill PDF Print File

Customer Email Bill File Specifications:

Account Number
Customer Email
First Name
Last Name
Date Suppressed

Paymentus IVR

Purpose: The City will use Paymentus IVR to schedule call out for delinquent accounts, 2-day notice, and high consumption notifications.

Special Logic: The City will use Paymentus IVR to call out for delinquent accounts and customers will have the option to make a payment using Paymentus, 2-day notice and customer will have option to pay past due amount, and high consumption notification.

Delinquent Call Out File Specifications

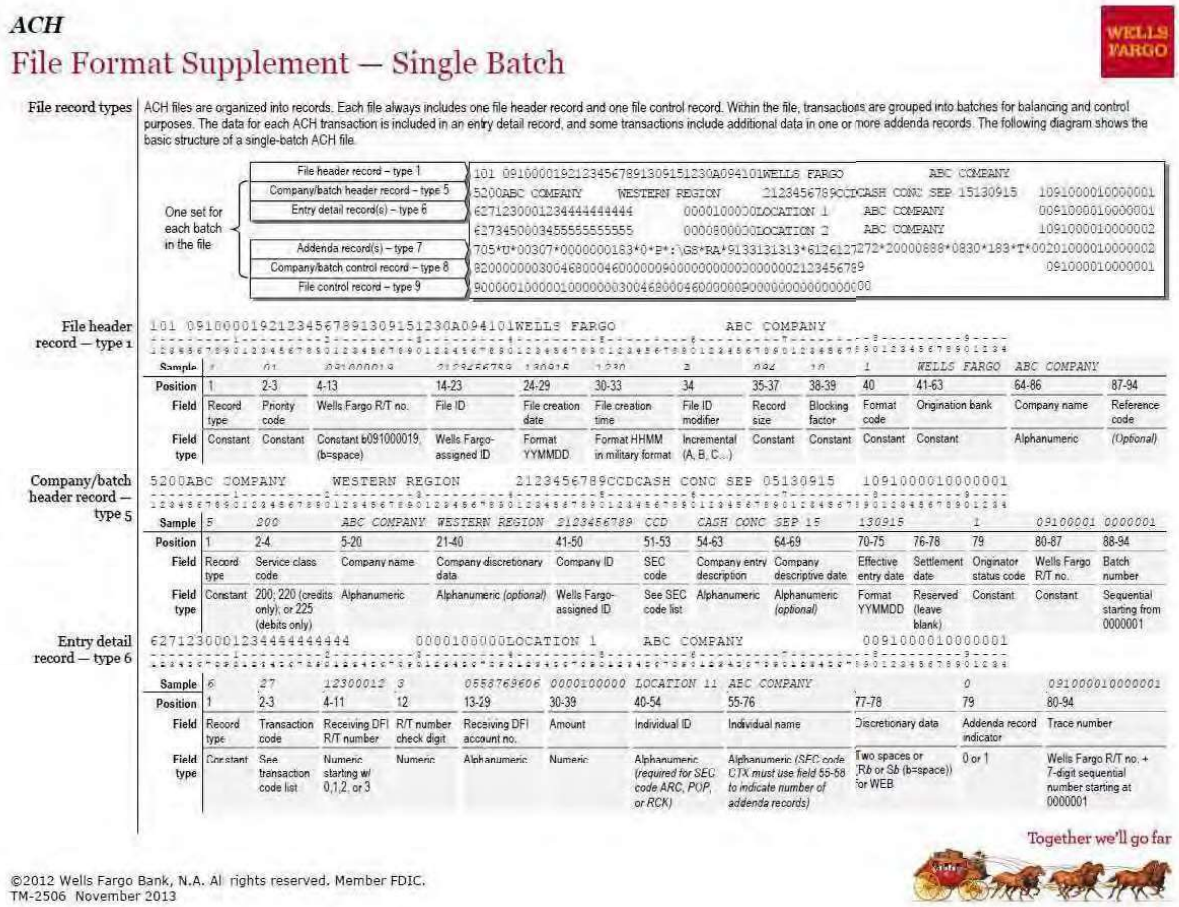
Field
Name
Phone Number
Customer Number
Account Number
Current Amount Due
Past Due Amount
Collection Level
Account Type

Wells Fargo Direct Debit

Purpose: The City sends an ACH direct debit payment file for all customers that have signed up for automatic payments.

Special Logic: ACH is run 3 times a month. Customers can sign up to have their bills automatically paid on the 5, 15, and 25th. There is maximum withdrawal amount that is defined by customer. The ACH file is based upon NACHA standards.

Direct Debit File Specifications



ACH

File Format Supplement — Single Batch

WELLS FARGO

File record types

ACH files are organized into records. Each file always includes one file header record and one file control record. Within the file, transactions are grouped into batches for balancing and control purposes. The data for each ACH transaction is included in an entry detail record, and some transactions include additional data in one or more addenda records. The following diagram shows the basic structure of a single-batch ACH file.

One set for each batch in the file:

File header record – type 1	101 091000019212345678913091512 30A094101WELLS FARGO ABC COMPANY
Company/batch header record – type 5	5200ABC COMPANY WESTERN REGION 2123456789CCDCASH CONC SEP 15130915 1091000010000001
Entry detail record(s) – type 6	627123000123444444444 0000100000LOCATION 1 ABC COMPANY 0091000010000001
	627345000345555555555 0000800000LOCATION 2 ABC COMPANY 1091000010000002
Addenda record(s) – type 7	705*U*00307*0000000183*0*P*:\GS*RA*9133131313*612612727 2*20000888*0830*183*T*00201000010000002
Company/batch control record – type 8	820000000300468000460000090000000000000000212345678 9 091000010000001
File control record – type 9	900000100000100000003004680004600000090000000000000000

File header record — type 1

101 091000019212345678913091512 30A094101WELLS FARGO ABC COMPANY

Sample	1	01	091000019	2123456789	130915	1230	A	094	10	1	WELLS FARGO	ABC COMPANY	
Position	1	2-3	4-13	14-23	24-29	30-33	34	35-37	38-39	40	41-63	64-86	87-94
Field	Record type	Priority code	Wells Fargo R/T no.	File ID	File creation date	File creation time	File ID modifier	Record size	Blocking factor	Format code	Origination bank	Company name	Reference code
Field type	Constant	Constant	Constant b091000019 (b=space)	Wells Fargo-assigned ID	Format YYMMDD	Format HHMM in military format	Incremental (A, B, C...)	Constant	Constant	Constant	Constant	Alphanumeric	*(Optional)*

Company/batch header record — type 5

5200ABC COMPANY WESTERN REGION 2123456789CCDCASH CONC SEP 05130915 1091000010000001

Sample	5	200	ABC COMPANY	WESTERN REGION	2123456789	CCD	CASH CONC	SEP 15	130915		1	09100001	0000001
Position	1	2-4	5-20	21-40	41-50	51-53	54-63	64-69	70-75	76-78	79	80-87	88-94
Field	Record type	Service class code	Company name	Company discretionary data	Company ID	SEC code	Company entry description	Company descriptive date	Effective entry date	Settlement date	Originator status code	Wells Fargo R/T no.	Batch number
Field type	Constant	200; 220 (credits only); or 225 (debits only)	Alphanumeric	Alphanumeric *(optional)*	Wells Fargo-assigned ID	See SEC code list	Alphanumeric	Alphanumeric *(optional)*	Format YYMMDD	Reserved (leave blank)	Constant	Constant	Sequential starting from 0000001

Entry detail record — type 6

627123000123444444444 0000100000LOCATION 1 ABC COMPANY 0091000010000001

Sample	6	27	12300012	3	0558769606	0000100000	LOCATION 11	ABC COMPANY		0	091000010000001
Position	1	2-3	4-11	12	13-29	30-39	40-54	55-76	77-78	79	80-94
Field	Record type	Transaction code	Receiving DFI R/T number	R/T number check digit	Receiving DFI account no.	Amount	Individual ID	Individual name	Discretionary data	Addenda record indicator	Trace number
Field type	Constant	See transaction code list	Numeric starting w/ 0,1,2, or 3	Numeric	Alphanumeric	Numeric	Alphanumeric *(required for SEC code ARC, POP, or RCK)*	Alphanumeric *(SEC code CTX must use field 55-58 to indicate number of addenda records)*	Two spaces or *RB* or *SB* (b=space)) for WEB	0 or 1	Wells Fargo R/T no. + 7-digit sequential number starting at 0000001

Together we'll go far

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TM-2506 November 2013

Addenda record — type 7

```
705*U*00307*0000000183*0*P*:\GS*RA*9133131313*6126127272*20000888*0830*183*T*00201000010000002
---------1---------2---------3---------4---------5---------6---------7---------8---------9----
12345678901234567890123456789012345678901234567890123456789012345678901234567890123456789012345
```

Sample	7	05	*U*00307*...*T*002010	0001	0000002
Position	1	2-3	4-83	84-87	88-94
Field	Record type	Addenda type code	Payment-related information	Addenda sequence number	Entry detail sequence number
Field type	Constant	05 for PPD, CCD, and CTX	Alphanumeric	Sequential number beginning with 0001; Resets to 0001 for the beginning of each type 5 record	Numeric

Company/batch control record — type 8

```
8200000003004680004600000090000000000000000002123456789                    091000010000001
---------1---------2---------3---------4---------5---------6---------7---------8---------9----
12345678901234567890123456789012345678901234567890123456789012345678901234567890123456789012345
```

Sample	8	200	000003	0046800046	000000900000	000000000000	2123456789			09100001	0000001
Position	1	2-4	5-10	11-20	21-32	33-44	45-54	55-73	74-79	80-87	88-94
Field	Record type	Service class code	Entry/addenda count	Entry hash	Total batch debit entry dollar amount	Total batch credit entry dollar amount	Company ID	Message authentication code	Blank	Wells Fargo R/T number	Batch number
Field type	Constant	Must match data in type 5 record	Numeric	Numeric	Numeric	Numeric	Must match data in type 5 record	Spaces	Spaces	Constant	Must match data in type 5 record

File control record — type 9

```
9000002000001000000040046800046000000900000000000200000
---------1---------2---------3---------4---------5---------6---------7---------8---------9----
12345678901234567890123456789012345678901234567890123456789012345678901234567890123456789012345
```

Sample	9	000002	000001	00000004	0046800046	000000900000	000000200000	
Position	1	2-7	8-13	14-21	22-31	32-43	44-55	56-94
Field	Record type	Batch count	Block count	Entry/addenda record count	Entry hash total	Total file debit entry amount	Total file credit entry amount	Filler (spaces)
Field type	Constant	Numeric	Numeric *(optional)*	Numeric	Numeric	Numeric	Numeric	Spaces

SEC codes and transaction codes

Standard Entry Class codes	
PPD	Prearranged payment and deposit entries
CCD	Corporate credit or debit
CTX	Corporate trade exchange

Transaction codes for checking accounts	
22	Credit
23	Prenote credit
27	Debit
28	Prenote debit

Transaction codes for savings accounts	
32	Credit
33	Prenote credit
37	Debit
38	Prenote debit

Wells Fargo Lockbox

Purpose: The City receives a lockbox payment file from Wells Fargo for those customers that have mailed their payment thru the payment envelope provided by the City in the bill.

Special Logic: The City automatically downloads a txt file from Wells Fargo SFTP server of mailed in payments.. A custom program will create a pending receipts batch file to be posted to the customers accounts.

LockBox File Specifications

Field	Begin	End
Account Number	1	8
Transaction Amount	9	19
Date YYMMDD	20	26

Wells Fargo LockboxE

Purpose: The City receives a LockboxE file from Wells Fargo for those customers that have paid their bill thru Wells Fargo electronic payment process.

Special Logic: The City automatically downloads a txt file from Wells Fargo SFTP server of mailed in payments. A custom program will create a pending receipts batch file to be posted to the customers' accounts.

LockBoxE File Specifications

Field	Beg	End
Account Number	1	8
Transaction Amount	9	19
Date YYMMDD	20	25
Name	26	41

MARS Payment File

Purpose: The City logs on to the MARS website for payments that customers have made thru their online bank payment website.

Special Logic: These payments are currently being entered manually. The file specification below was created and tested in previous project. The City will automatically download a txt file from SFTP server A custom program will create a pending receipts batch file to be posted to the customers' accounts.

MARS File Specifications

Field
Name
Address1
Address2
City
State
Zip
Phone
Account
Payment Amount
Merchant Name
Merchant Address
Merchant City
Merchant State
Merchant Zip

Virtuoso Collection File Record Layout

Purpose: Closed accounts with balances older than 60 day are sent to Virtuoso Collection Agency.

Special Logic:

1. Select records where open amount owed is in date range of specified begin date and the current date.
2. Include open amount greater than specified limit.
3. Verify that account is closed.
4. Headings are required in the file.
5. Customer Name is in double quotes.
6. Date format MM/DD/CCYY
7. Decimal point is included in Total_Due

Virtuoso File Specifications:

Record Type	Length
Heading	269
Detail	495

*comma delimited format

Output File Record Layout

UCIS Field Name	Length	From Position	To Position	Field Header
DOCO	14	1	14	Acct_Number
ALPH	13	15	27	Customer_Name
UCLT	13	28	40	Customer_Type
LBLD	16	41	56	Last_Billed_Date
DMT	13	57	69	Last_Pay_Date
EFT	13	70	82	Contract_Date
DLQ	16	83	98	Delinquency_Date
CED	17	99	115	Contract_End_Date
CURR	9	116	124	Total_Due
MSSN	4	125	128	SSN#
ADD1	15	129	143	Service_Addr
ADR1	16	144	159	Mailing_Addr
ADR2	16	160	175	Mailing_Addr2
ADR3	16	176	191	Mailing_Addr3
ADR4	16	192	207	Mailing_Addr4
CTY1	4	208	211	City
ADDS	5	212	216	State
ADDZ	8	217	224	Zip_Code
PH1	7	225	231	Phone#
PH2	8	232	239	Phone#2
PHN1	6	240	245	Cell#
PHN2	6	246	251	Work#
REM1	5	252	256	Email
DOB	13	257	269	Date_of_Birth

Santa Fe County Lien File

Purpose: The City may file a lien for past due accounts greater than $100.00. A lien is filed for each utility on the account past due. The liens are filed with The Santa Fe County Clerk's Office.

Special Logic: Santa Fe County Clerk will record up to 25 liens in one process. Additional selection is account type is 'owner', exclude mobile home accounts, any open service, skip sending letter if lien has been filed in the last 4 years. The report is formatted based upon requirements from the County Clerk. The City charges customers $30.00 for each lien on the account (ie. refuse, sewer, water.). A letter is generated notifying the customer a lien has been placed.
Additional selection is account type is 'owner', exclude mobile home accounts, any open service, skip sending letter if lien has been filed in the last 4 years.

Lien File Report Format

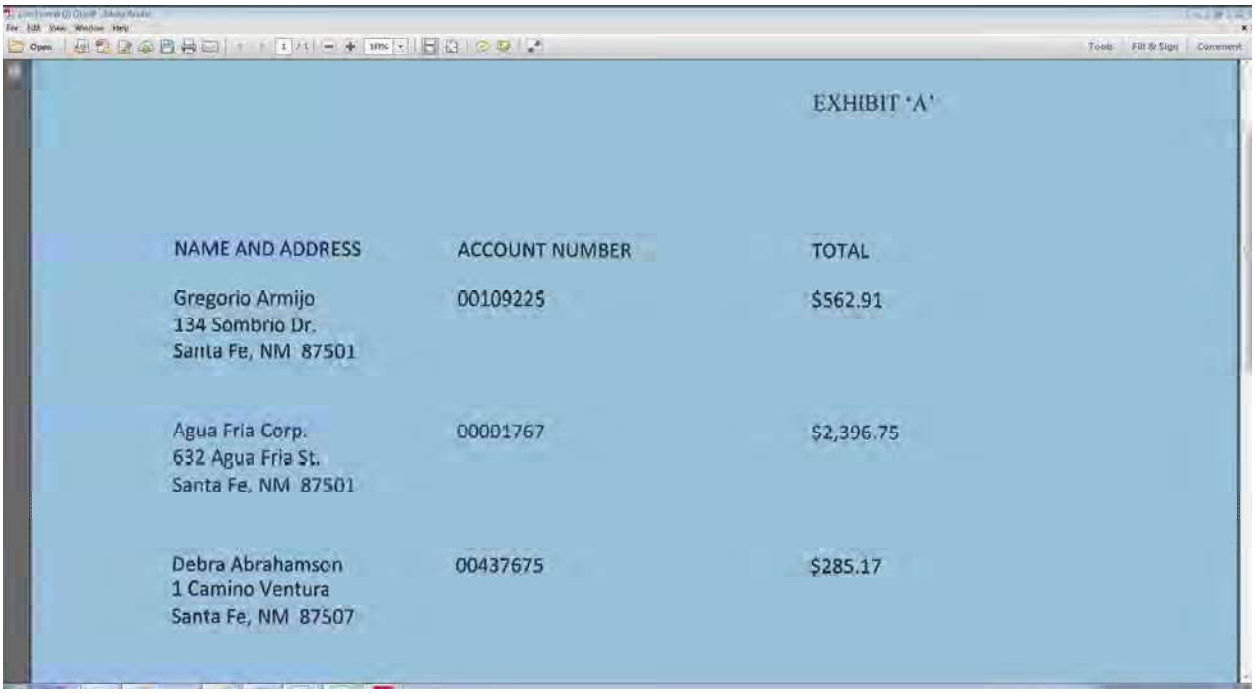

EXHIBIT 'A'

NAME AND ADDRESS	ACCOUNT NUMBER	TOTAL
Gregorio Armijo 134 Sombrio Dr. Santa Fe, NM 87501	00109225	$562.91
Agua Fria Corp. 632 Agua Fria St. Santa Fe, NM 87501	00001767	$2,396.75
Debra Abrahamson 1 Camino Ventura Santa Fe, NM 87507	00437675	$285.17

Lien Letter File

Record Type	Length
Heading	360
Detail	495

*comma delimited format

Output File Record Layout

UCIS Field Name	Length	From Position	To Position	Field Header
DOCO	14	1	14	Account_Number
ALPH	13	15	27	Customer_Name
UCLT	13	28	40	Customer_Type
LBLD	16	41	56	Last_Billed_Date
DMT	13	57	69	Last_Pay_Date
EFT	13	70	82	Contract_Date
DLQ	16	83	98	Delinquency_Date
CED	17	99	115	Contract_End_Date
CURR	9	116	124	Total_Due
MSSN	4	125	128	SSN#
ADD1	15	129	143	Service_Address
ADR1	16	144	159	Mailing_Address1
ADR2	16	160	175	Mailing_Address2
ADR3	16	176	191	Mailing_Address3
ADR4	16	192	207	Mailing_Address4
CTY1	4	208	211	City
ADDS	5	212	216	State
ADDZ	8	217	224	Zip_Code
PH1	7	225	231	Phone_#
PH2	8	232	239	Phone_#2
PHN1	6	240	245	Cell_#
PHN2	6	246	251	Work_#
REM1	5	252	256	Email
DOB	13	257	269	Date_of_Birth

Beacon Provisioning Process

Purpose: Beacon AMI solutions requires that all meters and accounts be uploaded to Beacon prior to meter reading export process. The reads are brought in based upon route and cycle. This interface will use Beacon API to update Beacon database with account and meter etc inforation.

Special Logic:

Program to populate Beacon water meter provisions formatted file

1. Dream Writer Version selection only using Meter Type = 'WTR' and 'WTC' and 'WTF', select specific meter route(s) and read cycle(s), Item Number(s) (F1905.NUMB), Service Address(s) (F1905.SAID).
2. Select records when unit number is greater than 100,000,000 to indicate valid endpoint.
3. Select records where Meter Type is equal to 'Y'.
4. Select records where meter connection ending effective date is the most recent even if it is a closed connection date or '999999'.
5. Determine High/Low Reads – Get the last consumption from the Meter Readings file when Estimated Read (F1930.MTES) is not '1' and not 'Y' and Status (F1930.MRST) is not 'C'. High Read equals previous consumption multiplied by .20 then added to the consumption. Low Read equals last consumption. When no last consumption record is found the High/Low Read values are zero.
6. Write to report, when last consumption is greater than calculated high consumption or last consumption is zero and previous consumption is zero.

Beacon Provisions File Specifications:

* File keyed/sorted by Read Cycle (RDCY) and Meter Route (MRTE)

Field Name	Field Description	Size	Formatting	UCIS File Mapping
Q1DOCO	Account_ID	32 A		F1903.DOCO
Q1FNAM	Account_First_Name	32 A		Blank
Q1LNAM	Account_Last_Name	32 A		Blank
Q1ALPH	Account_Full_Name	64 A		F0101.ALPH
Q1EMAL	Account_Email	28 A		Blank
Q1APHN	Account_Phone	16 A		Blank
Q1BAL1	Billing_Address_Line1	64 A		Blank
Q1BAL2	Billing_Address_Line2	64 A		Blank
Q1BCTY	Billing_City	64 A		Blank
Q1BSTA	Billing_State	2 A		Blank
Q1BZIP	Billing_Zip	9 A		Blank
Q1BCTR	Billing_Country	2 A		Blank
Q1SAID	Location_ID	40 A		F1905.SAID
Q1LCNA	Location_Name	64 A		Blank

Q1LAL1	Location_Address_Line1	64 A		F1901.STNB+ F1+901.STNM+ F1901.DRPR
Q1LAL2	Location_Address_Line2	64 A		Blank
Q1CTY1	Location_City	64 A		F1901.CTY1
Q1ADDS	Location_State	2 A		F1901.ADDS
Q1ADDZ	Location_Zip	9 A		F1901.ADDZ
Q1LCTR	Location_Country	2 A		Blank
Q1BLK1	Location_Latitude	15 A		F1901.BLK1
Q1LOTA	Location_Longitude	15 A		F1901.LOTA
Q1MPOS	Service_Point_ID	40 A		F1905.MPOS
Q1SPTY	Service_Point_Type	1 A		'W'
Q1RDCY	Service_Point_Cycle	12 A		F1905.RDCY
Q1MRTE	Service_Point_Route	12 A		F1905.MRTE
Q1SPCD	Service_Point_Class_Code	12 A		F1902.UCLT
Q1SPCN	Service_Point_Class_Code_Normalized	24 A		Blank
Q1SPLT	Service_Point_Latitude	15 A		F1901.BLK1
Q1SPLG	Service_Point_Longitude	15 A		F1901.LOTA
Q1NUMB	Meter_ID	24 A		F1905.NUMB
Q1ASID	Meter_SN	64 A		F1201.ASID
Q1MMNU	Meter_Manufacturer	32 A		"Badger Meter"
Q1MMDL	Meter_Model	20 A		F1201.FA1 to get description from UDC 12/F1. F0005.DL01 the first 10 characters
Q1MSIZ	Meter_Size	10 A		F1201.FA2 to get description from UDC 12/F2. F0005.DL01 the first 5 characters
Q1MIDT	Meter_Install_Date	10 A	MM/DD/CCYY	F1905.IND
Q1MIRD	Meter_Install_Start_Date	9 A		Blank

Q1MRDT	Meter_Removal_Date	10 A		Blank
Q1MRED	Meter_Removal_End_Reead	9 A		Blank
Q1SADT	SA_Start_Date	10 A	MM/DD/CCYY	F1905.IND
Q1SAED	SA_End_Date	10 A		Blank
Q1APID	Endpoint_SN	20 A		F1201.APID
Q1EPTY	Endpoint_Type	1 A		“J”
Q1RGNM	Register_Number	1 A		Blank
Q1RUOM	Register_Unit_Of_Measure	12 A		“GAL”
Q1RRES	Register_Resoluton	6 A		F1201.FA3
Q1BUOM	Billing_Unit_Of_Measure	12 A		“GAL”
Q1BRES	Billing_Resolution	6 A		100
Q1BOFF	Billing_Offset	3 A		Blank
Q1EIDT	Endpoint_Install_Date	10 A	MM/DD/CCYY	F1201.RMK or F1905.IND if F1201.RMK is blank
Q1ERDT	Endpoint_Removal_Date	10 A		Blank
Q1MSEQ	Read_Sequence	6 A		F1905.MSEQ
Q1ALCD	Alert_Code	2 A		Blank
Q1HRLT	High_Read_Limit	9 A		F1930.CNSM / Program logic #5
Q1LRLT	Low_Read_Limit	9 A		F1930.CNSM

Beacon Meter Reading Import/Export Process

Purpose: Beacon AMI solution requires an import of routes and customer account information which will allow for meter reads to be downloaded to billing system. The reads are brought in based upon route and cycle.

Special Logic: The BEACON Web Services API consists of different APIs: BEACON Data Exchange Import API and BEACON Export Data Service API v1 and v2. The documentation explains how to authenticate and get access to the API endpoints, how to create requests to the various API methods and how to interpret the results of API responses.
By calling various BEACON features through code, you can extend the system and create customized reports and other extensions to achieve specific requirements.

. Click this link to Beacon help page that includes information on Beacon API functionality.

Postal Pros Bill Print File

Purpose: The billing process creates a flat file of accounts that were billed.

Special Logic: The file has data for current month consumption, previous month consumption, and same time last year consumption in graph form.

Bill Print File Specification:

Header Record Format

From	To	Field	Description	Comments
1	2	$TYHDR	Record Format Type	'HD'
3	5	$HSEQ#	Sequence #	Sequential #
6	15	$ACCT#	Account #	
16	25	$AN8##	Address Number	
26	35	$DDATE	Net Due Date	99/99/99
36	56	$AMTDU	Amount Due	
57	77	$SCANL	Scan Line	
78	107	$PAYMS	Pay Name	
108	147	$ADD01	Address Line 1	Address Line 1
148	187	$ADD02	Address Line 2	Address Line 2
188	227	$ADD03	Address Line 3	Address Line 3
228	267	$ADD04	Address Line 4	Address Line 4
268	307	$ADD05	Address Line 5	Address Line 5
308	347	$ADD06	Address Line 6	Address Line 6
348	357	$INVDT	Invoice Date	Bill Date
358	372	$INVAT	Bill Amount	Current Bill Amount
373	387	$DDEFA	Default Amount	DPA Default Amount
388	392	$BLTY	Bill Type and Bill Format Code	
393	396	$DVRT	Divert Code	
397	397	$PSTD	Past Due Flag	
398	398	$AGGF	Aggregation Indicator	
399	408	$BPST	Bill Period Start Date	
409	418	$BPED	Bill Period End Date	99/99/99
419	427	$BLKS	Blanks	
428	442	$ADD09	Energy Assistance (Cancel Bill) Amount	
443	467	$TLADJ	Total Adjustments	
468	488	$OBALF	Balance Forward	

From	To	Field	Description	Comments
489	509	$LPAYA	Last Payment Amount	
510	519	$LPAYD	Last Payment Date	99/99/99
520	534	$DPABL	DPA Balance	
535	549	$DPAPD	DPA Payment Due	99/99/99

Email Line Record Format

From	To	Field	Description	Comments
1	2	$TYEML	Record Format Type	'EM'
3	5	$ESEQ#	Sequence #	Sequential #
6	25	$EAACT	Account #	
26	28	$ECDE3	Email Statement	'EST' 'PAY'
29	200	$EEML	Email Address	

Service Address Record Format

From	To	Field	Description	Comments
1	2	$TYSAD	Record Format Type	'SA'
3	5	$SSEQ#	Sequence #	Sequential #
6	25	$SAACT	Service Agreement Account ID	Account Number with the billing cycle code (BLCY) concatenated 1 space after the account number.
26	65	$SADDR	Service Address Information	
66	75	$SASAD	Service Address Number	

Message Line Record Format

From	To	Field	Description	Comments
1	2	$TYMSG	Record Format Type	'MS'
3	5	$MSEQ#	Sequence #	Sequential #
6	25	$MAACT	Account #	
26	200	$MSGLN	Message	

Non-Water Meter Record Format

From	To	Field	Description	Comments
1	2	$TYNWT	Record Format Type	'NW'
3	5	$NSEQ#	Sequence #	Sequential #
6	25	$NAACT	Account #	
26	28	$NMPOS	Meter Position	
29	58	$NSTYP	Service Type	
59	88	$NSDSC	Service Description	
89	109	$NAMT	Total Amount	

Water Meter Reads Record Format

From	To	Field	Description	Comments
1	2	$TYWTR	Type	'WT'
3	5	$WSEQ#	Sequence #	Sequential #
6	25	$WAACT	Account #	
26	28	$WMPOS	Meter Position	
29	35	$WCRED	Current Meter Reading	
36	42	$WPRED	Prior Meter Reading	
43	52	$WCRDT	Current Read Date	99/99/99
53	62	$WPRDT	Prior Read Date	99/99/99
63	83	$WCNSM	Billable Units – Consumption	
84	103	$WCRTY	Current Meter Reading Type	
104	123	$WRPTY	Prior Meter Reading Type	
124	133	$WNUMB	Item Number	
134	143	$WDAYS	Number of Days in Bill Period	

Graph Record Format

From	To	Field	Description	Comments
1	2	$TYGRP	Type	'GR'
3	5	$GSEQ#	Sequence #	Sequential #
6	25	$GAACT	Account #	
26	28	$GMPOS	Meter Position	
29	38	$GCRDT	Current Read Date	99/99/99
39	45	$GCRRD	Current Read	
46	66	$GCRCN	Current Consumption	
67	76	$GLTDT	Last Month Read Date	99/99/99
77	83	$GLTRD	Last Month Read	
84	104	$GLTCN	Last Month Consumption	
105	114	$G12DT	12 Months Ago Read Date	99/99/99
115	121	$G12RD	12 Months Ago Read	
122	128	$G12CN	12 Months Ago Consumption	

Trailer Record Format

From	To	Field	Description	Comments
1	2	$TYTLR	Record Format Type	'TR'

From	To	Field	Description	Comments
3	5	$TSEQ#	Sequence #	Sequential #
6	15	$TTCNT	Total Record Count	Total line count.

Postal Pros Letter Files

Purpose: The City currently send data file to postal pros to print continuous consumption letters, final bill letters, and lien letters. This is the same layout as the Lien output file. Same with Virtuoso letter . The 2 day notice letter is done by the city.

Special Logic: The Final bill letter is send to customer when the account has final billed and is 30 days past due. If the account has not been paid 30 days after the final bill letter. The account is sent to Virtuoso for Collections action.

Final Bill Letter File

Output File Record Layout

UCIS Field Name	Length	From Position	To Position	Field Header
DOCO	14	1	14	Account_Number
ALPH	13	15	27	Customer_Name
UCLT	13	28	40	Customer_Type
LBLD	16	41	56	Last_Billed_Date
DMT	13	57	69	Last_Pay_Date
EFT	13	70	82	Contract_Date
DLQ	16	83	98	Delinquency_Date
CED	17	99	115	Contract_End_Date
CURR	9	116	124	Total_Due
MSSN	4	125	128	SSN#
ADD1	15	129	143	Service_Address
ADR1	16	144	159	Mailing_Address1
ADR2	16	160	175	Mailing_Address2
ADR3	16	176	191	Mailing_Address3
ADR4	16	192	207	Mailing_Address4
CTY1	4	208	211	City
ADDS	5	212	216	State
ADDZ	8	217	224	Zip_Code
PH1	7	225	231	Phone_#
PH2	8	232	239	Phone_#2
PHN1	6	240	245	Cell_#
PHN2	6	246	251	Work_#
REM1	5	252	256	Email
DOB	13	257	269	Date_of_Birth

ESRI ARC GIS

Purpose: The City will have ability to use ARC GIS to for information on service address location and meter information that is currently housed in City's GIS. This should functionality integrated in Advanced CIS.

Special Logic: This should functionality integrated in Advanced CIS.

GIS /Service Address Verification and Validation

1. **Purpose**: The purpose of this interface is to keep the addresses in CIS and GIS in sync. The addresses will be created in GIS. Advanced will use an API to do a real time call to GIS to validate address If the address is not in the GIS file , there is a warning message or approval process before user can proceed.

   Special Logic:

Meter Inventory Import

Purpose: This import will create a meter asset record in Advanced CIS based upon meter purchased for inventory.

Special Logic: Meters are purchased in large quantities. Each meter has an assigned endpoint. The meter and endpoint inventory information will be provided in an excel spreadsheet.

Meter Inventory File Specification:
Meter Number
Endpoint Number
Meter Size
Resolution
Meter Model
Purchase Order Number
Purchase Date

User Input and Default Values:
Default description of '5/8" M25 Badger Water Meter'
Default company of '5300'
Default parent number of '9999999'
Default business unit of '52363'
User input for date acquired
Default equipment status of 'In Inventory'
Default account number '5300.121370'
Default item quantity of '1'
Default location code of 'SDCWTD'
User input for purchase order# in remark field
User input for start date
Default flag for residential water billing ('WTR')
Default code for 6 Dials
Default code for 'Public Works'
Default code for 'M25'
Default code for 5/8" meter size
Default .01 for meter resolution
Default code for 'Beacon' meter type
Default code for Unit of Measure '100'
Default code for 'Transfer Meter' label
Default '52209.57055' for Original Cost Account
Default code for Equipment Class 'Utility Systems'
Default code for Accounting Class 'Equipment & Machinery'

Sample Excel Spreadsheet:

216 ▪ 5/8" BADGER M▪25 METERS US GALLONS w/ ENDPOINTS / PO#18194864, 01/31/2019.														
CSF#	MNF#	END POINT #		CSF#	MNF#	END POINT #		CSF#	MNF#	END POINT #		CSF#	MNF#	END POINT #
150768	150768	110491228		150818	150818	110491198		150868	150868	110497909		150918	150918	110493379
150769	150769	110491180		150819	150819	110491185		150869	150869	110497530		150919	150919	110491275
150770	150770	110493369		150820	150820	110492709		150870	150870	110501079		150920	150920	110975504
150771	150771	110491282		150821	150821	110491215		150871	150871	110501179		150921	150921	110491268
150772	150772	110491317		150822	150822	110491204		150872	150872	110501075		150922	150922	110491305
150773	150773	110491272		150823	150823	110491186		150873	150873	110497544		150923	150923	110491153
150774	150774	110491196		150824	150824	110491314		150874	150874	110499149		150924	150924	110491205
150775	150775	110491191		150825	150825	110491325		150875	150875	110495602		150925	150925	110491304
150776	150776	110493498		150826	150826	110489901		150876	150876	110501112		150926	150926	110491320
150777	150777	110491242		150827	150827	110490060		150877	150877	110497461		150927	150927	110491224
150778	150778	110491286		150828	150828	110490025		150878	150878	110497620		150928	150928	110491219
150779	150779	110491258		150829	150829	110491207		150879	150879	110497795		150929	150929	110491309
150780	150780	110491189		150830	150830	110491070		150880	150880	110499125		150930	150930	110489722

Winter Average

Purpose: The city has some unique billing requirements for sewer. All residential accounts are billed variable sewer based upon 3 month winter average for reads in December, January and February.

Special Logic: The winter average process totals consumption per service address within the three month date range (December, January, February)
- skips reads that are canceled
- skips reads where consumption is zero and read type is a 'turn on' or 'turn off' or read source is a 'work order read'
- totals all valid reads per month
- if the total for a specific month is less than the minimum of 1000 and not zero then the minimum is the consumption for the month
- if total for all months is greater than zero then divide consumption by the number of months that any valid read was found
- if the total for all months is zero then the minimum (1.0) is the average consumption

**there could be multiple meter positions per service address so all the consumption are included in the average calculation for the service address

Low Income Credit

Purpose: The City offers an annual and quarterly Low Income Credit (LIC) for customers that apply and income is within 150% of federal poverty guidelines. The annual credit automatically credits back residential refuse charges, sewer charges, and water service charges. Customers are responsible for consumption.

Special Logic: The annual credit setup on the account as a credit bill item table. The quarterly adjustment is processed as an adjustment that is credited in total the first month of the adjustment.

COD Billing Calculation

Purpose: Chemical on Demand (COD) is used to test grease in oil traps used by restaurants using the attached complex calculation.

Special Logic:

COD Calculation:
Average consumption * COD = SUM
SUM * % of water use = SUM
SUM * per lb of COD = SUM
SUM * convert factor = SUM
SUM * Tax = Total COD Amount

- Average consumption is a calculated amount based on water consumption for commercial accounts
- COD is a retrieved value from RSCOD file by order number
- % of water use is a user defined value (code = WU /090)
- per lb of COD is a user defined value (code = LB/039)
- convert factor is a user defined value (code = CF/834)
- Tax is a user defined value (code = TAX/105)

Exhibit B – Link Enterprise

Item & Requirements	Deliverable
<u>Site Registration:</u> Ability for customers to register for account access. An email confirmation will be sent to customers to validate their registration request. A welcome email will be sent after confirmation.	Online form for customer to enter: o Username o Password o Security Question/Answer o Paperless billing opt-in o Email consent opt-in o First name/Last name o Email o Telephone o Mobile o Account Number o Registration token (Meter Number, Zip, SSN, etc.) o Google reCAPTCHA v2 o Accept Terms & Conditions Verification email template. Online account welcome email template.
<u>Reset Password:</u> Ability for customers to reset their forgotten password or disabled login.	Online form for customer to enter email address. Email template with encrypted link to reset password workflow where customers will need to enter a response to their security question. Successful answers will allow customers to enter a new password with a password strength indicator.
<u>Forgot Username:</u> Ability for customers to request a forgotten username.	Online form for customers to enter account number and Registration token (Meter Number, Zip, SSN, etc.) Email template with username reminder.
<u>Login:</u> Login page for customers to access the portal.	Online form for customers to enter username and password for site login. Links to: o registration o reset password o forgot access code o contact us Quick/One-time Pay option that will link to Paymentus one-time payment page.

	Messaging for site features and various corporate programs.
<u>Customer Dashboard:</u> Show a dashboard after login containing a summary of the customer account information.	Ability to view and select multiple accounts linked to the site login. **Selected account** ribbon showing: o Past Due Alert o Account number o Service address o Customer name o Account balances o Total Balance o Current Balance o Past Due o Payment plan o Nickname **Navigation tabs** providing access to various site features based on the customer type. **Current Bill** section showing: o Current balance o View current bill button o Pay bill button o Pre-authorized payment messaging if applicable **My Recent Usage** section showing: o Usage on current bill o Usage on previous bill o Amount of usage more or less than previous bill o Reasons why usage is higher or lower o Link to view more history **My Recent Account Activity** section showing a table of the 5 most recent transactions for the account. Columns can include: o Transaction date o Description o Amount o Balance o Link to view all transaction history Left Carousel showing carousel slides specific to CDM activities and programs. Right Carousel showing carousel slides specific to CDM activities and programs Rate this page comments and star ratings

<u>Bills & Payment:</u> Show account billing history with the ability to view PDF bills and pay bills online via SSO integration with the PCI compliant payment portal provider (Paymentus). Notifications to customers for new bills, payment reminders and late payments also managed by payment portal provider (Paymentus).	Show a listing of bills available online for the current account. o Bill listing will be retrieved from AUS Infinity CIS. o Bill image PDFs will be retrieved from AUS Infinity CIS **My Electronic Bills** section listing details can include: o View Bill Button o Bill Date o Bill Amount o Due Date **Pay Bill** section showing: o Current Balance o Pre-authorized payment enrolment messaging if applicable o Pay My Bill Button with SSO link to Paymentus landing page. o Auto Pay Button with SSO link to Paymentus landing page. o Paperless Button with SSO link to Paymentus landing page.
<u>Payment Activity:</u> Show account payment history showing debit and credit activity with the ability to download details in spreadsheet format.	Show a listing of charges and payments for the current account. o Payment history will be retrieved from AUS CIS. **Your Payment Details** section can include: o Payment Date o Description o Amount o Balance o Download to spreadsheet button will generate a CSV file for customers to download.
<u>Billed Consumption (Non-Smart Meter) Usage:</u> Show billed consumption (non-smart meter) reading details for Water services in an interactive chart with reading details available in a table format. Provide the ability to download reading details in spreadsheet format.	Show navigation buttons for access to Water based on the customer profile. o Usage history will be retrieved from AUS Infinity CIS. **Usage Report Subscription** button allows customers to subscribe to the portal reporting service where usage reports and attachments can be emailed on a selected schedule. *<u>NOTE</u>: Usage Report Subscriptions are dependent on a water usage nightly extract file implementation* **My Events** section includes: o Allow customer to define events that mark important dates that could impact usage. Events can be shown on the chart as annotations. **Interactive Chart** section can include: o Dropdown select list of meters attached to the current account.

	○ Usage summary tiles for lowest usage, highest usage and average usage for the past X months. Tile details will show usage units, cost (if available) and billing period. ○ Consumption bar charts showing monthly reads and temperature overlays – average temperature, humidity and precipitation. **Consumption Details** table section can include: ○ Meter ID ○ Reading date ○ Description ○ Consumption ○ Download to spreadsheet button will generate a CSV file for customers to download.
<u>Compare Last Bill:</u> Similar to My Recent Usage widget on the dashboard with the ability to compare other read dates.	Usage history will be retrieved from CIS Infinity. **Compare Last Bill** section showing: ○ Dropdown select list of meters attached to the current account. ○ Dropdown select list for Amount (if available) or Value inquiries where Amount presents the usage in dollar amounts and Value presents the usage in Electric and Water values. ○ Dropdown select list of billing periods available for inquiry. ○ Usage on current bill ○ Usage on previous bill ○ Amount of usage more or less than previous bill ○ Reasons why usage is higher or lower
<u>Compare Usage to Last Year:</u> Show customers their usage this year and how it compared to last year along with weather overlays	Usage history will be retrieved from CIS Infinity. **Compare Usage to Last Year** section can include: ○ Dropdown select list of meters attached to the current account. ○ Dropdown select list for Usage inquiries where Usage presents consumption in units of measure. ○ Interactive chart showing consumption bars for the billing periods this year and last year. ○ Weather overlays for current and previous year – average temperature, humidity and precipitation.
<u>Compare Usage in My Area:</u> Show customers how their Water usage compares to their previous billing period and surrounding neighbours with similar account types.	Not in Scope

Service Requests: Show account service request summary with the ability to download details in spreadsheet format.	Show a listing of CIS Infinity service requests for the current account that are available for online viewing. ○ Service request history will be retrieved from CIS Infinity. **Your Service Request Summary** section can include: ○ Request date ○ Request Number ○ Request Type ○ Status ○ Download to spreadsheet button will generate a CSV file for customers to download.
My Profile: Provide a facility for customers to manage their portal login profile to change personal details, add/remove accounts and set various alerts.	**My Account Profile** section can include: ○ Username ○ First & Last Name ○ Security question and answer ○ Email ○ Telephone & Extension ○ Mobile ○ E-Billing (paperless) opt-in/out ○ Email consent opt-in/out ○ Password with password indicator **Account Access List** section can include: ○ Add account – Account Number and Registration token (Meter Number, Last Payment, SSN, etc.) ○ Favourite account selector/indicator ○ Account Number ○ Nickname ○ Service Address **My Subscriptions** section can include: ○ Subscription button to sign-up, change or unsubscribe to the report ○ Report name ○ Subscription settings ○ Last Sent – date and time ○ *NOTE: Subscriptions are dependent on a water usage nightly extract file implementation*
Profile – Guest Access: Provide a facility for customers to invite and manage guest users for online access to their accounts.	**Invite someone for Guest Access** section includes: ○ Account number dropdown list ○ Guest Email ○ Access Settings **You have granted Guest Access** section includes: ○ Account Number

	○ Guest Email ○ Guest Status ○ Access Details **You have been invited as a Guest** section includes: ○ Account Number ○ Name ○ Access Details
Customer-Facing Smart Forms Provide customers the ability to submit specific service requests.	**Customer-Facing Smart Forms** to be delivered**:** ○ New Customer Application ○ Transfer of Service ○ Disconnect of Service ○ Update Mailing Address ○ Simple Service Request

Setup Server & Install Software

	Description	Comments	Responsible
	Install hardware	Santa Fe to setup a server connected to the Internet. Santa Fe will provide remote access to this server to AUS for the duration of the project where AUS can install and configure the solution as required.	Santa Fe
	Install/Configure App Server	AUS to install and configure the Application Server.	AUS
	Install & Configure Web Server	AUS to install and configure the HTTP Server software.	AUS
	Install & Configure Web Server Plugin	AUS to install and configure the Web Server plugin software.	AUS
	Install & Configure Database	AUS to install and configure Database software and load Link Enterprise database.	AUS
	Link Enterprise Folders	AUS to setup transfer folders and scheduled jobs for nightly data import/export of data if required.	AUS
	Email Server Availability	Santa Fe to provide access to an email server so that Link Enterprise can send email notifications to customers in the public domain. Needs to relay messages as required.	Santa Fe

Configure Link Enterprise

	Description	Comments	Responsible
Customer Account Portal			
	Determine Registration page criteria	Santa Fe to determine what information will be required by customers to register new web accounts.	Santa Fe
	Customer service/support emails and notification lists	Santa Fe to provide a list of customer service or support emails that will get notified for site issues.	Santa Fe
	Customize content for portal pages:	Santa Fe to review content text and provide updates to AUS team to apply to the site.	Santa Fe / AUS
	Account Master (ACCMST) Integration	AUS integration points for customer account and service details using CIS Infinity RESTful APIs.	AUS
	Payment History (PAYHIST) Integration	AUS integration points for customer transaction history (debit & credit) details using CIS Infinity RESTful APIs.	AUS
	Water Consumption (WATCONSUM) Integration	AUS integration points for customer Water consumption details using AUS Web Service APIs.	AUS
	WATCONSUM Data Extract	AUS to populate Water consumption information (Subscription Reporting) based on documentation provided by AUS. AUS to configure and test CIS data extracts.	AUS
	Portal User Profile (USRMST) Integration	AUS integration points for portal user profile updates using CIS Infinity RESTful APIs.	AUS
	E-Bill History (BILLMST) Integration	AUS integration points for customer bill history details using CIS Infinity RESTful APIs.	AUS
	E-Bill Image Presentment	AUS integration points for customer bill PDF web presentment using CIS Infinity RESTful APIs.	AUS
	E-Bill Notification	Managed by Paymentus	Paymentus
	Online Payment Integration	AUS integration points for customer online payment using Paymentus Web Service APIs.	AUS
	Define site hostname	Santa Fe to register required domain names for customer portal.	Santa Fe

	SSL Certificate for site	AUS to generate SSL certificate request for secure site access. Santa Fe responsible for purchasing SSL certificate from certification authority (ie Verisign). AUS to install purchased certificate to web server.	Santa Fe / AUS
	Email template customization	Santa Fe to provide specific layout of email notification templates including: ○ Forgot Password ○ Forgot User Name ○ Registration Request ○ Registration Confirmation ○ Guest Access ○ Subscription Reports	Santa Fe / AUS
	Verify email working	AUS to test email flow and verify receipt.	AUS
	Setup Test Server	AUS to setup a test server environment for ongoing support and upgrade testing.	AUS

Configure Link Enterprise Smart Forms

	Description	Comments	Responsible
Forms & Integration			
	Determine Specific Field Validation Rules	Santa Fe to determine specific validations for mandatory field and account field masks. AUS to configure.	Santa Fe / AUS
	Form Wording	Santa Fe to provide wording for terms and conditions. Santa Fe to provide any field label changes. AUS to implement.	Santa Fe / AUS
	Field Selection	Santa Fe to review form field selections and provide any required changes. AUS to configure.	Santa Fe / AUS
	Site Images and Form Headers	Santa Fe to provide form images and header requirements. AUS to implement.	Santa Fe / AUS

	Confirmation Email Wording	Santa Fe to provide wording and details for the confirmation email. AUS to implement.	Santa Fe / AUS
	Web Service API Availability	AUS and Santa Fe to ensure the appropriate CIS Infinity RESTful APIs are installed and available for testing. AUS integration points for customer account and service details using CIS Infinity RESTful APIs for all applicable forms: ○ New Customer Connection ○ Transfer of Service ○ Disconnect of Service ○ Update Mailing Address ○ Simple Service Request	Santa Fe / AUS / AUS
Host Configuration			
	Define site hostname	Santa Fe to register required domain names for customer portal.	Santa Fe
	SSL Certificate for site	AUS to provide SSL certificate request for secure site access. Santa Fe responsible for purchasing SSL certificate from certification authority (ie Verisign). AUS to install purchased certificate to web server.	Santa Fe / AUS
	Verify email working	Sante Fe / AUS to test email flow and verify receipt.	Sante Fe / AUS

Training provided by AUS has several elements as follows:

Server Administration Training will include:

- ❑ Up to 2 hours of training for two administrators.
- ❑ How the Application Server is configured.
- ❑ How to start and stop the services.
- ❑ How to find the logs and troubleshoot.

Link Enterprise Administration Training will include:

- ❑ Up to 2 hours of training for two administrators.
- ❑ How to manage users, navigation, language labels, and other administrative aspects of the software.

- ❑ Location of various resources and assets on the file system.
- ❑ Troubleshooting.
- ❑ Up to 2 hours of training for CSRs.
- ❑ Review site features and get CSR team familiar with how to use the site.
- ❑ Usually provided in two 1-hour group training sessions.

AUS Smart Forms Administration Training will include:

- ❑ Up to 2 hours of training for two administrators.
- ❑ How to manage users, navigation and other administrative aspects of the software.
- ❑ Up to 2 hours of training for CSRs.
- ❑ Review site features and get CSR team familiar with how to use the CSR Dashboard.
- ❑ Usually provided in two 1-hour group training sessions.

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: N. Harris Advanced Computer

Procurement Title: Upgrade of Billing System
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 PUD Staff Name Nancy Jimenez

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: Emergency Form

Nancy L Jimenez
Nancy L Jimenez (Feb 24, 2021 16:34 MST)

Nancy Jimenez, UCS Division Director — Utility Billing Division Director

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

Fran Dunaway
Fran Dunaway (Mar 1, 2021 09:30 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.

*

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/25/2020

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	CONTACT NAME:	Mark Warren	
Marsh Canada Limited 120 Bremner Blvd., Suite 800 Toronto, ON M5J 0A8	PHONE (A/C, No, Ext):	1-844-990-2378	FAX (A/C, No):
	EMAIL ADDRESS:	CertificateRequestsCanada@marsh.com	

	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A:	Federal Insurance Company	20281
INSURER B:		
INSURER C:	Chubb Insurance Company of Canada	
INSURER D:		
INSURER E:		
INSURER F:		

INSURED

CONSTELLATION SOFTWARE INC. AND
N. HARRIS COMPUTER CORPORATION
2429 MILITARY RD. #330, NIAGARA FALLS, NY 14304

COVERAGES **CERTIFICATE NUMBER: 20/21-379** **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 CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC OTHER:			9950-48-39	09/27/2020	09/27/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG TENANTS LEGAL LIABILITY	$ 1,000,000 $ $ 25,000 $ 1,000,000 $ 2,000,000 $ 1,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS			73600397	09/27/2020	09/27/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $			78183369	09/27/2020	09/27/2021	EACH OCCURRENCE AGGREGATE	$ 14,000,000 $ 14,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? NO (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		7176-4342	09/27/2020	09/27/2021	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	TECHNOLOGY ERRORS & OMISSIONS LIABILITY			9950-48-39	09/27/2020	09/27/2021	PER CLAIM AGGREGATE SIR	$ 5,000,000 $ 5,000,000 $ 1,000,000

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

EVIDENCE OF INSURANCE
THE US COMMERCIAL GENERAL LIABILITY POLICY, US AUTOMOBILE POLICY, US WORKER'S COMPENSATION & EMPLOYER'S LIABILITY POLICY AND TECHNOLOGY E&O LIABILITY POLICY HAVE BEEN PLACED BY SERVICE OF MARSH USA INC. MARSH CANADA LIMITED HAS ONLY ACTED IN THE ROLE OF A CONSULTANT TO THE CLIENT WITH RESPECT TO THESE PLACEMENTS WHICH ARE INDICATED HERE FOR YOUR CONVENIENCE.

CERTIFICATE HOLDER

CITY OF SANTA FE
801 W. SAN MATEO
SANTA FE, NM 87504

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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License Details | Tax Districts | Main Menu

License Details

License Type:	Business License - Standard	**District:**	Default	**Applied Date:**	12/04/2020
Period Start Date:	12/07/2020				
Status:	Renewed			**Expiration Date:**	12/07/2021

Business | Locations | Fees | Inspections | Attachments | Contacts | Holds | Classifications | More Info

Business | Next Tab | License Details | Main Menu

Business

Company Name:	ADVANCED UTILITY SYSTEMS	**DBA:**	ADVANCED UTILITY SYSTEMS	**Open Date:**	10/23/2013
Company Type:	Corporation	**Status:**	Active	**Closed Date:**	
District:	Default			**Last Audit Date:**	
Location:	Commercial				
Description:					

nharris draft 2

Final Audit Report 2021-02-24

Created:	2021-02-24
By:	Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAYNJMYxjtbM2oklqe7g4JZJY3jq57blmE

"nharris draft 2" History

Document created by Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
2021-02-24 - 11:10:16 PM GMT- IP address: 63.232.20.2

Document emailed to Nancy L Jimenez (nljimenez@santafenm.gov) for signature
2021-02-24 - 11:14:25 PM GMT

Email viewed by Nancy L Jimenez (nljimenez@santafenm.gov)
2021-02-24 - 11:32:42 PM GMT- IP address: 104.47.65.254

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2021-02-24 - 11:36:00 PM GMT- IP address: 174.237.132.237

Document e-signed by Shannon Jones (swjones@santafenm.gov)
Signature Date: 2021-02-24 - 11:36:19 PM GMT - Time Source: server- IP address: 174.237.132.237

Document emailed to AJH (ajhopkins@santafenm.gov) for signature
2021-02-24 - 11:36:24 PM GMT

Email viewed by AJH (ajhopkins@santafenm.gov)
2021-02-24 - 11:54:40 PM GMT- IP address: 104.47.65.254

Document e-signed by AJH (ajhopkins@santafenm.gov)
Signature Date: 2021-02-24 - 11:55:01 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2021-02-24 - 11:55:01 PM GMT

City of Santa Fe
POWERED BY Adobe Sign

ITEM # 13-1137

CITY OF SANTA FE

Information Technology
Agreement between the City of Santa Fe and N. Harris Computer Corporation
Contract No. 13-1137

THIS Information Technology Agreement ("Agreement") is made by and between the City of Santa Fe, hereinafter referred to as the "City" and N. Harris Computer Corporation, hereinafter referred to as the "Contractor" or "Harris" and collectively referred to as the "Parties". This Agreement is comprised of this Agreement, plus Exhibits "**A**" (Scope of Work/Services), "**B**" (Software License Agreement) an "**C**" (Support and Maintenance Agreement), which are attached hereto and incorporated herein by reference.

WHEREAS, pursuant to the Procurement Code, NMSA 1978 13-1-28 *et.seq*; and Procurement Code Regulations, NMAC 1.4.1 *et.seq*; the Contractor has held itself out as expert in implementing the Scope of Work as contained herein and the City has selected the Contractor as the offeror most advantageous to the City;

WHEREAS, all terms and conditions of the RFP and the Contractor's response to such document(s) are incorporated herein by reference; and

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

ARTICLE 1 – DEFINITIONS

A. "Acceptance" shall mean the approval, after Quality Assurance, of all Deliverables by an executive level representative ("Executive Level Representative") of the City.
B. "Change Request" shall mean the document utilized to request changes or revisions in the Scope of Work.
C. "Deliverable" shall mean any verifiable outcome, result, service or product that must be delivered, developed, performed or produced by the Contractor as defined by the Scope of Work.
D. "Escrow" shall mean a legal document (such as the software source code) delivered by the contractor into the hands of a third party, to beheld by that party until the performance of a condition is accepted; in the event contractor fails to perform, the grantee agency receives the legal document, in this case, source code.
E. "Enhancement" means any modification or addition that, when made or added to the program, materially changes its or their utility, efficiency, functional capability, or application, but does not constitute solely an Error Corrcction. After conferring with City, an Enhancement may be identified as minor or major.
F. "Executive Level Representative" shall mean the individual empowered with the authority to represent and make decisions on behalf of the City's executives.
G. "Know How" shall mean all technical information, data and knowledge including, but not limited to, all documents, computer storage devices, drawings, flow charts, plans, proposals, records, notes, memoranda, manuals and other tangible items containing,

relating or causing the enablement of any Intellectual Property developed under this Agreement.

H. "Intellectual Property" shall mean any and all proprietary information developed pursuant to the terms of this Agreement but will not include any software and all underlying rights therein, which will remain with Contractor and/or the applicable third party.

I. "Independent Verification and Validation ("IV&V")" shall mean the process of evaluating a project and the project's product to determine compliance with specified requirements and the process of determining whether the products of a given development phase fulfill the requirements established during the previous stage, both of which are performed by an entity independent of the City.

J. "Payment Invoice" shall mean a detailed, certified and written request for payment of services rendered from the Contractor to the City. Payment Invoice(s) must contain the fixed price Deliverable cost and identify the Deliverable for which the invoice is submitted.

K. "Performance Bond" shall mean a surety bond which guarantees that the contractor will fully perform the contract and guarantees against breach of contract.

L. "Project" shall mean a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved and project approval is given by the Executive Level Representative and verified by the agency CIO to the DoIT. If applicable, under the terms of this Agreement the Project is the implementation of the City's information technology system for utility billing.

M. "Project Manager" shall mean a qualified person from the City responsible for all aspects of the Project or the administration of this Agreement. Under the terms of this Agreement, the Project Manager shall be Peter Ortega or designated representative.

N. "Punch List" means a list of outstanding Services to be completed by the Contractor which has been mutually agreed and documented at or prior to Go Live.

O. "Punch List Acceptance" means the earlier of completion of a Punch List item to the reasonable satisfaction of the City or 10 business days from the City's receipt of the Punch List item from the Contractor unless the City has provided written notification to the Contractor of any deficiencies.

P. "System Acceptance" shall mean prior to Go-Live, project completion criteria (the "Punch List") will be mutually agreed and documented in CustomerWise. "Acceptance" of a Punch List item shall be considered to occur upon the earlier of completion of a Punch List item to the reasonable satisfaction of the City or 10 days from the City's receipt of the Punch List item from the Contractor unless the City has provided written notification to the Contractor via CustomerWise of any deficiencies. The Retainage milestone will be invoiced upon acceptance of all Punch List items in accordance with Articles 3 and 4 herein.

Q. "Quality Assurance" shall mean a planned and systematic pattern of all actions necessary to provide adequate confidence that a Deliverable conforms to established requirements, customer needs, and user expectations.

ARTICLE 2 – SCOPE OF WORK

A. Scope of Work. The Contractor shall perform the work as outlined in **Exhibit A –**

Schedule A, attached hereto and incorporated herein by reference.

B. Performance Measures. Contractor shall substantially perform the Performance Measures set forth in Exhibit A. In the event the Contractor fails to obtain the results described in Exhibit A, the City may provide written notice to the Contractor of the default and specify a reasonable period of time in which the Contractor shall advise the City of specific steps it will take to achieve these results and the proposed timetable for implementation. Nothing in this Section shall be construed to prevent the City from exercising its rights pursuant to **Article 6.**

C. Schedule. The due dates, as set forth in Exhibit A, shall not be altered or waived by the City without prior written approval, through the Change Management process, as defined in **Article 14**.

D. License. For the purposes of this Agreement, the terms "Software", "License", "License Agreement" and "Release" shall have the definitions given to them in Exhibit "B". The Contractor hereby grants the City the Licenses. All Licenses granted are subject to the terms in the License Agreement and all of the rights, obligations and restrictions detailed therein.

Subject to the specific terms in the License Agreement, the City shall have the right to copy the Software only for the following purposes: archival, disaster recovery, backup and training. All archival, disaster recovery and backup copies of the Software are subject to the provisions of this Agreement. No right to modify the software will be given.

The City shall also be provided with the right to be a beneficiary to an escrow agreement that is more fully described in Exhibit "C", being the Support and Maintenance terms. For so long as the City has paid for support and maintenance services pursuant to the terms of Exhibit "C", it shall have the rights to the escrow in the Software as detailed therein.

ARTICLE 3 - COMPENSATION

A. Compensation Schedule. The City shall pay to the Contractor based upon fixed prices for each Deliverable, per the schedule outlined in Exhibit A, **less retainage as identified in Paragraph D** in accordance with the Payment Schedule B that is attached to Exhibit A.

B. Payment. The total compensation under this Agreement shall not exceed $1,033,476 including New Mexico gross receipts tax in accordance with the Payment Schedule B, attached to Exhibit A.

Payment shall be made upon Acceptance of each Deliverable and upon the receipt and acceptance of a detailed, certified Payment Invoice. Payment will be made to the Contractor's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall

be tendered to the Contractor within thirty (30) days of the date of written certification of Acceptance. All Payment Invoices MUST BE received by the City no later than fifteen (15) days after the termination of this Agreement. Payment Invoices received after such date WILL NOT BE PAID.

C. Taxes.

The Contractor **shall** be reimbursed by the City for applicable New Mexico gross receipts taxes, excluding interest or penalties assessed on the Contractor by any authority. The payment of taxes for any money received under this Agreement shall be the Contractor's sole responsibility and should be reported under the Contractor's Federal and State tax identification number(s).

Contractor and any and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the City harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

D. Retainage. The City shall retain fifteen **percent (15%)** of the fixed-price Deliverable cost for each Deliverable that is the subject of this Agreement as security for full performance under the terms of this Agreement. All amounts retained shall be released to the Contractor upon System Acceptance of the final Deliverable.

ARTICLE 4 – ACCEPTANCE

A. Submission. Upon completion of agreed upon Deliverables as set forth in Article 2 and Exhibit A, Contractor shall submit a Payment Invoice with the Deliverable, or description of the Deliverable, to the Project Manager. Each Payment Invoice shall be for the fixed Deliverable price as set forth in Article 2 and Schedule B of Exhibit A, **less fifteen percent (15%) retainage**.

B. Acceptance. In accord with Section 13-1-158 NMSA 1978, the Executive Level Representative shall, acting reasonably, determine if the Deliverable provided meets specifications. No payment shall be made for any Deliverable until the individual Deliverable that is the subject of the Payment Invoice has been **Accepted**, in writing, by the Executive Level Representative. In order to Accept the Deliverable, the Executive Level Representative, in conjunction with the Project Manager, will assess the Quality Assurance level of the Deliverable and determine, at a minimum, that the Deliverable (each of the following is an "**Acceptable Critera**"):

1.) Complies with the Deliverable requirements as defined in Article 2 and Exhibit A;

2.) Complies with the terms and conditions of Contractor's response to the RFP which is included herein as reference in Exhibit A, Schedule D.
3.) Meets the performance measures for the Deliverable(s) and this Agreement;
4.) Meets or exceeds the generally accepted industry standards and procedures (if in existence) for the Deliverable(s); or
5.) Complies with all the requirements of this Agreement.

In relation to the Deliverable meeting some but not all of the Acceptable Criteria above because there is an inconsistency or conflict between the details of Acceptance amongst the relevant document/definitions, then so long as the Deliverable meets at least the Acceptable Criteria in either 1) or 2), the Deliverable will be deemed to be capable of being Accepted where it meets the Quality Assurance level that complies with the requirements of either 1) or 2).

If the Deliverable is deemed Acceptable under Quality Assurance by the Executive Level Representative or designee, the Executive Level Representative will notify the Contractor of Acceptance, in writing, within fifteen (15) business days from the date the Executive Level Representative receives the Deliverable(s) and accompanying Payment Invoice.

C. Rejection. Unless the Executive Level Representative gives notice of rejection within the fifteen (15) day business day Acceptance period, the Deliverable will be deemed to have been accepted. If the Deliverable is deemed unacceptable under Quality Assurance, fifteen (15) days from the date the Executive Level Representative receives the Deliverable(s) and accompanying Payment Invoice, the Executive Level Representative will send a consolidated set of comments indicating issues, unacceptable items, and/or requested revisions accompanying the rejection. Upon rejection and receipt of comments, the Contractor will have twenty (20) business days to resubmit the Deliverable to the Executive Level Representative with all appropriate corrections or modifications made and/or addressed. The Executive Level Representative will again determine whether the Deliverable(s) is Acceptable under Quality Assurance and provide a written determination within fifteen (15) business days of receipt of the revised or amended Deliverable. If the Deliverable is once again deemed unacceptable under Quality Assurance and thus rejected, the Contractor will be required to provide a remediation plan that shall include a timeline for corrective action acceptable to the Executive Level Representative. The Contractor shall also be subject to all damages and remedies attributable to the late delivery of the Deliverable under the terms of this Agreement and available at law or equity. In the event that a Deliverable must be resubmitted more than twice for Acceptance, the Contractor shall be deemed as in breach of this Agreement. The City may seek any and all damages and remedies available under the terms of this Agreement and available at law or equity. Additionally, the City may terminate this Agreement.

The City of Santa Fe agrees to pay Harris total fees as delineated in Exhibit A Schedule "B". The fee structure and payment schedule is outlined in the attached Exhibit A Schedule "B". During the term of this Agreement, Harris shall, from time to time, deliver invoices to City of Santa Fe. Each invoice delivered to City of Santa Fe by Harris shall be due and payable upon receipt thereof by City of Santa Fe.

Despite anything in an Exhibit or this Agreement to the contrary, the City of Santa Fe shall reimburse Harris for its actual expenses (receipts required or affidavit of lost receipt) which are excluded from the total fees amount described in Exhibit A (including Schedule "B"). Such actual expenses will include (1) actual travel expenses including, but not limited to hotel, airfare, car rental, tolls, parking and airline and travel agent fees; (2) a travel time rate of $75.00 per hour and a maximum of 6 hours per employee per one way trip; (3) a per diem rate of $45.00 per day for food in accordance with the City's Per Diem and Mileage Policy and the New Mexico Department of Finance and Administration's Regulations Governing the Per Diem and Mileage; (4) a mileage charge based on the rate set by the New Mexico Department of Finance and Administration (which is the IRS rate on January 1st of the previous fiscal year) per mile; and (5) all other actual (receipts required) reasonable expenses incurred in the performance of Harris's duties including courier services and documentation copying or production. These costs are excluded from the total fees amount described in this Agreement. Harris shall be responsible for paying all taxes, fees, assessments and premiums of any kind payable on its employees and operations.

ARTICLE 5 – TERM

THIS AGREEMENT SHALL NEITHER BE EFFECTIVE NOR BINDING UNTIL APPROVED BY THE CITY AND THE CONTRACTOR, WHICHEVER OCCURS LAST. Except for Exhibit B, the Software License Agreement and Exhibit C, the Support and Maintenance Agreement, which have specific Term and Termination provisions, this IT Agreement, including all extensions and renewals, shall terminate four (4) years from the date approved by the City Council, as evidenced by the City Clerk's signature on this Agreement.

ARTICLE 6 – TERMINATION

This Agreement may be terminated as follows:

A. General. For convenience by either Party upon written notice to be delivered to the other party not less than thirty (30) business days prior to the intended date of termination.

B. Appropriations. By the City, if required by changes in State, City or federal law, or because of court order, or because of insufficient appropriations made available by the City, United States Congress and/or the New Mexico State Legislature for the performance of this Agreement. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City terminates this Agreement pursuant to this subsection, the City shall provide the Contractor written notice of such termination at least fifteen (15) business days prior to the effective date of the termination.

C. Obligations and Waiver. By termination pursuant to this Article, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. THIS ARTICLE IS NOT EXCLUSIVE AND DOES NOT CONSTITUTE A WAIVER OF ANY OTHER LEGAL RIGHTS AND REMEDIES AFFORDED THE CITY CAUSED BY THE CONTRACTOR'S DEFAULT OR BREACH OF THIS AGREEMENT.

ARTICLE 7 - TERMINATION MANAGEMENT

A. Contractor. In the event this Agreement is terminated for any reason, or upon expiration, and in addition to all other rights to property set forth in this Agreement, the Contractor shall:

1.) Transfer, deliver, and/or make readily available to the City property in which the City has a financial interest and any and all data, Know How, Intellectual Property, inventions or property of the City - the City acknowledges that all Intellectual Property rights (including Know How and inventions) in the Software and any other software provided/created during the term of this Agreement shall remain with Contractor and is subject to the License Agreement;
2.) Incur no further financial obligations for materials, services, or facilities under the Agreement without prior written approval of the City;
3.) Terminate all purchase orders or procurements and any subcontractors and cease all work, except as the City may direct, for orderly completion and transition;
4.) Take such action as the City may direct, for the protection and preservation of all property and all records related to and required by this Agreement;
5.) Agree that the City is not liable for any costs arising out of termination for default and that the City is liable only for costs of Deliverables Accepted prior to the termination of the Agreement where this Agreement is terminated pursuant to Article 6 B;
6.) Cooperate fully in the closeout or transition of any activities to permit continuity in the administration of City programs;
7.) be paid for all Services actually performed prior to the notice of termination at the Contractor's rates as specified herein and for all non-refundable fees and associated employee costs related to the redeployment of such personnel up to the effective date of termination where this Agreement is terminated pursuant to Article 6 A, subject to City's receipt of a Payment Invoice.

8.) In the event this Agreement is terminated for any reason prior to the Completion of Services such that the Software is not able to be used in a production environment, then the License granted pursuant to the License Agreement shall expire except to the extent that City requires a copy of the Software for archival purposes and disaster recovery purposes, if applicable.

9.) In the event this Agreement is terminated for any reason following the Completion of Services and/or in a situation where the Software can be used in a production environment, then the License granted to City in accordance with the License Agreement shall continue and not be affected by such termination and the Contractor shall assist and cooperate with the City in the orderly and timely transfer of files, computer software, documentation, system turnover plan, Know How, Intellectual Property and other materials, whether provided by the City or created by the Contractor under this Agreement, to the City, including but not limited to, the Documentation as detailed in the License Agrement. At the request of the Project Manager, the Contractor shall provide to the City a copy of the most recent versions of all files, software, Know How, Intellectual Property and documentation, whether provided by the City or created by the Contractor under this Agreement to the extent that Contractor is required to do so either under the terms of this Agreement or the License Agreement. Contractor and City agree that the functionality Accepted up to the date of the notice of termination is the only functionality that is warranted by Contractor pursuant to the License Agreement and the Contractor is not required to meet any other Deliverable milestone.

B. City. In the event this Agreement is terminated for any reason, or upon expiration, and in addition to all other rights to property set forth in this Agreement, the City shall 1) Subject to the terms in Article 7 A 1), retain ownership of all work products and documentation created pursuant to this Agreement; and 2) In addition to the requirements listed in Article 7 A, pay the Contractor all amounts due for services Accepted prior to the effective date of such termination or expiration.

ARTICLE 8 –INDEMNIFICATION

A. General. The Contractor shall defend, indemnify and hold harmless the City, employees from all actions, proceedings, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, 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, by certified mail, the legal counsel of the City.

B. The indemnification obligation under this Agreement shall not be limited by the existence of any insurance policy or by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor, and shall survive the termination of this Agreement. Money due or to become due to the Contractor under this Agreement may be retained by the City, as necessary, to satisfy any outstanding claim that the City may have against the Contractor.

ARTICLE 10 – INTELLECTUAL PROPERTY INDEMNIFICATION

A. Intellectual Property Indemnification. The Contractor shall defend, at its own expense, the City, and/or any other body against any claim that any product or service (but not the actual Software, for which the only indemnity is provided for in the License Agreement, and the use of the phrase "product or service" throughout this Agreement shall have this meaning) provided under this Agreement infringes any patent, copyright or trademark, and shall pay all costs, damages and attorneys fees that may be awarded as a result of such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, the City shall:

1.) Give the Contractor written notice, within forty-eight (48) hours, of its notification of any claim;
2.) Work with the Contractor to control the defense and settlement of the claim, as allowed under the law with the understanding that the Contractor shall have sole control over the conduct of and settlement of the claim subject to Contractor keeping City informed of and aware of pleadings, defenses, settlement negotiations and court appearances;
3.) Cooperate with the Contractor, in a reasonable manner, to facilitate the defense or settlement of the claim but Contractor shall not settle any claim that prejudices the City of any rights provided for in this Agreement without the City's prior written consent; and
4) Contractor is not required to disclose any information to City that may, in Contractor's reasonable opinion, waive any attorney/client privilege to which such information may be subject.

B. City Rights. If any product or service becomes, or in the Contractor's opinion is likely to become, the subject of a claim of infringement, the Contractor shall, at its sole expense:

1.) Provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;
2.) Replace or modify the product or service so that it becomes non-infringing; or
3.) Accept the return of the product or service and refund an amount equal to the value

of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor taking into account a five (5) year amortization of the applicable product or service used by the City. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

ARTICLE 11 - WARRANTIES

A. General. The Contractor expressly warrants the Software in the License Agreement. This warranty is not in addition to the warranties in the License Agreement but is provided solely for information purposes.

B. Software. The Contractor warrants that the Deliverables (but not the Software associated with the Deliverables, which is subject only to the warranties in the License Agreement), once complete, have been created in a manner consistent with this Agreement and the related Exhibits and comply with Contractor's officially published specifications, if any. Contractor shall correct and revise any Deliverable that do not meet this warranty, as necessary, during the testing of the Deliverables.

C. Other. Harris warrants that the Services will be performed in a professional and diligent manner by personnel who are competent in performing their individual tasks. Harris shall have no liability under this Article 11 if the City of Santa Fe has modified the Software in any manner without the prior written consent of Harris. The express warranties contained above are in lieu of all other representations, warranties and conditions, express or implied, whether arising by statute or otherwise in law or from a course of dealing, or usage of trade

ARTICLE 12 – CONTRACTOR PERSONNEL

A. Key Personnel. Contractor's key personnel shall not be diverted from this Agreement without the prior written approval of the City. Key personnel are those individuals considered by the City to be mandatory to the work to be performed under this Agreement. Key personnel shall be:

Executive Sponsor – Terry Ridyard

Project Manager – Dante Fabiello

DBA – John Yu

Application Consultant – Mike Osovetsky

Conversion Specialist – Ehsan Ahmad

Technical Lead – Michael Stammers

Trainer – Therese Martinez

B. Personnel Changes. Replacement of any personnel shall be made with personnel of equal ability, experience, and qualification and shall be approved by the City. For all

personnel, the City reserves the right to require submission of their resumes prior to approval. If the number of Contractor's personnel assigned to the Project is reduced for any reason, Contractor shall, within ten (10) business days of the reduction, replace with the same or greater number of personnel with equal ability, experience, and qualifications, subject to City approval. The City, in its sole discretion, may approve additional time beyond the ten (10) business days for replacement of personnel. The Contractor shall include status reports of its efforts and progress in finding replacements and the effect of the absence of the personnel on the progress of the project. The Contractor shall also make interim arrangements to assure that the project progress is not affected by the loss of personnel. The City reserves the right to require a change in Contractor's personnel if the assigned personnel are not, in the sole opinion of the City, meeting the City's expectations. Any costs associated with replacing Contractor's personnel, including training and/or integrating personnel into the project, will be the sole responsibility of the Contractor.

ARTICLE 13 – STATUS OF CONTRACTOR

A. Independent Contractor. The Contractor and its agents and employees are independent contractors performing professional services for the Agency and are not employees. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.

B. Subject of Proceedings. Contractor warrants that neither the Contractor nor any officer, stockholder, director or employee of the Contractor, is presently subject to any litigation or administrative proceeding before any court or administrative body which would have an adverse effect on the Contractor's ability to perform under this Agreement; nor, to the best knowledge of the Contractor, is any such litigation or proceeding presently threatened against it or any of its officers, stockholders, directors or employees. If any such proceeding is initiated or threatened during the term of this Agreement, the Contractor shall immediately disclose such fact to the City.

ARTICLE 14 - CHANGE MANAGEMENT

A. Changes. The Change Order Process detailed in section 4.2 of Exhibit A shall apply to this Agreement.

ARTICLE 16 – DEFAULT/BREACH

In case of default and/or breach by the Contractor, for any reason whatsoever, the City and the City may procure the goods or services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, subject to any applicable limitation

of liability.

ARTICLE 17 – EQUITABLE REMEDIES

Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the City irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the City, and the Contractor consents to the City's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. City's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that City may have under applicable law, including, but not limited to, monetary damages.

ARTICLE 18 - LIABILITY

Contractor shall be liable for damages arising out of injury to persons and/or damage to real or tangible personal property before or after Acceptance, delivery, installation and use of the equipment, either at the Contractor's site or the City's place of business, provided that the injury or damage was caused by the fault or negligence of the Contractor or defect of the equipment or installation. Contractor shall not be liable for damages arising out of, or caused by, alterations to the equipment (other than alterations performed or caused by Contractor's officers, employees or agents) made by the City or for losses occasioned by the City's fault or negligence. Nothing in this Agreement shall limit the Contractor's liability, if any, to third parties and employees of the City, or any remedy that may exist under law or equity in the event a defect in the manufacture of the equipment, or the negligent acts or omissions of the Contractor, its officers, employees, or agents, is the cause of injury to such person.

For the purposes of this Article, the following shall be deemed to include that party's shareholders, directors, officers, employees, elected officials and affiliates

Termination of this Agreement shall not affect any right of action of either party arising from anything which was done or not done, as the case may be, prior to the termination taking effect.The City of Santa Fe and Harris recognize that circumstances may arise entitling the City of Santa Fe to damages for breach or other fault on the part of Harris arising from this Agreement. The parties agree that in all such circumstances the City of Santa Fe's remedies and Harris's liabilities are governed by the Agreement plus the provisions of this Article 18 and that these provisions will survive notwithstanding the termination or other discharge of the obligations of the parties under this Agreement.

A. EXCEPT FOR DAMAGES ARISING OUT OF (a) EITHER PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS, (b) HARRIS'S INTENTIONAL MISREPRESENTATION OR WILLFUL MISCONDUCT, (c) INJURY OR DEATH TO PERSONS OR (d)

DAMAGE TO TANGIBLE OR REAL PROPERTY, BOTH PARTIES AGREE THAT HARRIS'S LIABILITY, IF ANY, FOR ANY DAMAGES RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID TO HARRIS BY THE CITY OF SANTA FE IN CONNECTION WITH THIS AGREEMENT.

B. IN ADDITION TO THE FOREGOING, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST REVENUE, LOSS OF DATA OR LOSS OF PROFITS, EVEN IF SUCH OTHER PARTY HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

C. CLAUSES (i) AND (ii) SHALL APPLY IN RESPECT OF ANY CLAIM, DEMAND OR ACTION BY A PARTY IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION UNDERLYING SUCH CLAIM, DEMAND OR ACTION, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT OR TORT.

ARTICLE 19 – ASSIGNMENT

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of this Agreement's approval authorities, except that Contractor shall be able to assign this Agreement to any affiliate with proper notice provided to City subject to the affiliate agreeing to be bound by all of the terms of this Agreement and there being no resultant personnel changes.

ARTICLE 20 – SUBCONTRACTING

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

ARTICLE 21 – RELEASE

The Contractor's acceptance of final payment of the amount due under this Agreement shall operate as a release of the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. 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.

ARTICLE 22 – CONFIDENTIALITY

Any confidential information provided to the contractor by the agency or, developed by the Contractor based on information provided by the agency in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City. Upon termination of this Agreement, Contractor shall deliver all confidential material in its possession to the City within thirty (30) business days of such termination. The confidentiality provisions as detailed in Section 7.2 of Exhibit A shall also apply to this Agreement. .Otherwise, in relation to the Software, the confidentiality provisions of the License Agreement shall apply thereto.

ARTICLE 23 –CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer, state employee or former state employee have been followed.

ARTICLE 24 - RECORDS AND AUDIT

The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature and cost of services rendered during this Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment for services under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments. Where City intends to conduct such an audit at Contractor's facilities, the following shall apply: Such rights shall be limited to only once in every six month period, upon two weeks' notice and only to those parts of Contractor's facilities with such information, during Contractor's regular business hours.

ARTICLE 25 - AMENDMENT

This Agreement shall not be altered, changed, or amended except by an instrument in writing executed by the Parties hereto. No amendment shall be effective or binding unless approved by all of the approval authorities.

ARTICLE 28 - MERGER, SCOPE, ORDER OF PRECEDENCE

A. Severable. The provisions of this Agreement are severable, and if for any reason, a clause, sentence or paragraph of this Agreement is determined to be invalid by a court or agency or commission having jurisdiction over the subject matter hereof, such invalidity shall not affect other provisions of this Agreement, which can be given effect without the invalid

provision.

B. Merger/Scope/Order. This Agreement incorporates any and all agreements, covenants and understandings between the Parties concerning the subject matter hereof, and all such agreements, covenants and understanding have been merged into this Agreement. No prior agreement or understanding, verbal or otherwise, of the Parties or their agents or assignees shall be valid or enforceable unless embodied in this Agreement. The parties agree that the License Agreement is a separate agreement enforceable on its own terms.

ARTICLE 29 – NOTICES

All deliveries, notices, requests, demands or other communications provided for or required by this Agreement shall be in writing and shall be deemed to have been given when sent by registered or certified mail (return receipt requested), when sent by overnight carrier, or upon telephone confirmation by Contractor to the sender of receipt of a facsimile communication that is followed by a mailed hard copy from the sender. Notices shall be addressed as follows:

For CITY

Peter Ortega
Utility Billing Water Division
801 W. San Mateo Street
Santa Fe, New Mexico 87505
Attention: Peter Ortega
Telephone: 505-955-4364

Any change to the Notice individual or the address, shall be effective only in writing.

ARTICLE 30– GENERAL PROVISIONS

A. Civil and Criminal Penalties. The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

B. Equal Opportunity Compliance. The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor pertaining to equal employment opportunity. In accordance with all such laws of the, the Contractor agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in

compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

C. 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.

D. Applicable Law. The laws of the State of New Mexico shall govern this Agreement. Venue shall be proper only in a New Mexico court of competent jurisdiction in the county where the City's main office is located. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all such lawsuits.

E. Waiver. A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless expressed and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

F. Headings. Any and all headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. Numbered or lettered provisions, sections and subsections contained herein, refer only to provisions, sections and subsections of this Agreement unless otherwise expressly stated.

ARTICLE 31 - SURVIVAL

The Articles entitled Intellectual Property, Confidentiality, Liability and Warranties shall survive the expiration or termination of this Agreement. The License Agreement and other unexpired agreements entered into in conjunction with this Agreement shall survive the expiration or termination of this Agreement.

ARTICLE 32 – TIME

Calculation of Time. Any time period herein calculated by reference to "days" means calendar days; provided, however, that if the last day for a given act falls on a Saturday, Sunday, or a holiday as observed by the State of New Mexico, the day for such act shall be the first day following that is not a Saturday, Sunday, or such observed holiday.

ARTICLE 33 – FORCE MAJEURE

Neither party shall be liable in damages or have any right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars,

insurrections and/or any other cause beyond the reasonable control of the party who performance is affected.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

N. HARRIS COMPUTER CORPORATION

Per: _____

Name Peter Fanous

Title: Executive Vice President

N. HARRIS COMPUTER CORPORATION

Per: _____

Name: Aviva Cohen

Title Vice President, Finance

CITY OF SANTA FE:

_____

DAVID COSS, MAYOR

11-26-13

DATE

ATTEST:

yolanda y. vigil
YOLANDA Y. VIGIL, CITY CLERK
e cmtg 11-13-13

APPROVED AS TO FORM:

per telephone conversation
GENO ZAMORA, CITY ATTORNEY 10/21/13

APPROVED:

11/20/13
MARCOS A. TAPIA,
FINANCE DIRECTOR
52201 . 570850
Business Unit/Line Item

City of Santa Fe
Scope of Work

For the Implementation of CIS Infinity

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Introduction

The project is defined as the provision of the CIS Infinity comprehensive customer information and billing software, including Infinity.Link and Infinity.Mobile, by Harris' Advanced Utility Systems ("Advanced"), to City of Santa Fe ("City of Santa Fe"), for its customer information system (CIS) replacement.

The project as outlined in this Scope of Work (SOW) encompasses all aspects of the CIS Infinity implementation, including but not limited to project management, data conversion, software control file configuration and training.

CIS Infinity will replace the current utility billing system in use by City of Santa Fe. CIS Infinity will be installed and configured to meet the customer information and billing needs identified by City of Santa Fe.

Background

City of Santa Fe has made the decision to replace its legacy customer information system. The current utility billing system, JDE Utility Customer Information System, will be replaced with a new CIS that is consistent with existing and planned customer service business processes and technology. City of Santa Fe currently manages customer account data through a custom application running on an iSeries Power 5 OS 5.4 platform.

Objectives

City of Santa Fe will replace its existing system with a customer-centric CIS product software solution. The solution will be functionally rich in the following areas:

- Account Management
- Billing Management
- Cashiering and Payments Management
- Credit and Collection Management
- Customer Management
- Customer Self Service
- Financial Management
- Meter Inventory
- Rates Management
- Service Order Management
- Usage Management

CIS Infinity is intended to address the following City of Santa Fe objectives:

- **To provide exceptional levels of customer service.** The need for City of Santa Fe to satisfy customers and provide exceptional levels of customer service is a primary objective and critical need of City of Santa Fe.
- **To provide for long-term stability of the customer information.** CIS Infinity will be stable and reliable with a product roadmap that shows future support and enhancements.

CIS Infinity will be supported by Advanced, easily configurable and upgradeable, meeting City of Santa Fe's business needs for the foreseeable future.

- **To provide for integration across business systems.** CIS Infinity will interface with other applications, current and future, through standard integration techniques.
- **To provide for accommodating growth through technology.** CIS Infinity will be based on current technology.
- **To provide innovation and excellence.** CIS Infinity will provide a foundation to meet intermediate and longer-term needs for innovation and excellence in serving the customer and providing cost-effective, environmentally sound service.

Points of Contact

Primary Point of Contact (POC) - City of Santa Fe

Name:	Peter Ortega
Title:	Utility Billing Division Director
Organization:	City of Santa Fe
Address:	801 W. San Mateo, Santa Fe, NM 87504
Phone:	(505) 955-4364
Email:	paortega@santafenm.gov
Website:	www.santafenm.gov

Project Scope

The scope of this effort is to provide services to City of Santa Fe to assist in the transformation of a new customer information system. In this regard, Advanced will provide the following services.

- Project Initiation and Management
- Installation of CIS Infinity, Infinity.Mobile, Infinity.Link
- Discovery Analysis
- Configuration and Conversion
- Core Team Training
- Custom Reports Development and Delivery
- Interface and Modification Specification, Development and Delivery (exclusive of the non-CIS Infinity side of the interface)
- Software Testing
- End User Training
- Transition to Live
- Post Go Live Support

Definitions

Name	Definition
Modification	A change to the code base or a structural data model change.
Configuration	Changes to the software without source code or structural data model changes occurring.

On Site Project Facilities

City of Santa Fe will provide desk space for the Advanced team members while on-site at City of Santa Fe. City of Santa Fe will provide access to; printers within the facility, all network drives required for the shared project resources, project servers, all instances of the software and full external internet access, (wireless preferred) for each Advanced team member including unimpeded access to Advanced's VPN. City of Santa Fe will make available meeting spaces as required for project meetings. Meeting spaces should be equipped with a white board and markers, flip chart, LCD projector, conference phone and internet connection.

City of Santa Fe shall establish a training/testing room that will provide space, computers (with necessary software) and access to the software for the number of users specified in the contract plus one for Advanced The training room will be equipped with a white board and markers, flip chart, LCD projector, conference phone and internet connections.

Subtask 1.1 – Deliverables

Subtask 1.1 Deliverables	• Draft Project Schedule • Communication Plan • Change Order Process • Change Management Plan • Test Plan • Training Plan • Risk Management Plan

Subtask 1.2 – Status Reports

Advanced will have weekly meetings with the City of Santa Fe team to discuss work in progress, issues, actions, etc. Advanced will provide a weekly status report documenting these exchanges. Advanced will also provide a monthly and quarterly summary of project progress, including significant issues resolved and significant issues raised.

Invoices will be issued as per the fee structure and service payment milestones in Schedule 1.

Subtask 1.2 – Deliverables

Subtask 1.2 Deliverables	• Weekly Team Meeting • Weekly Status Report • Monthly Invoice • Monthly Project Progress Summary

Subtask 1.3 – Quarterly Sponsor Review

Advanced will prepare a Quarterly Sponsor Review to be attended by project management and project sponsor staff from both City of Santa Fe and Advanced. The quarterly sponsor review meeting will review

progress to date, future actions, and will validate, on a quarterly basis, that the go-live date is still achievable for both parties. The dates for these meeting will be determined by both City of Santa Fe and Advanced PMs.

Subtask 1.3 – Deliverables

Subtask 1.3 Deliverables	• Quarterly Sponsor Review

Task 2 – CIS Infinity Interfaces and Software Modifications

This task covers the development and configuration of CIS Infinity interfaces to existing City of Santa Fe systems and modifications to CIS Infinity, and/or related products in the Infinity product suite, if any, to meet the City of Santa Fe's CIS needs. All development work completed by Advanced will be communicated, in advance, to the City of Santa Fe Project Manager so that the City of Santa Fe Project Manager has visibility to all Advanced interface development work.

Advanced will document the status of development, whether conducted by City of Santa Fe or Advanced, in the weekly status reports.

Subtask 2.1 – Modified Interfaces

The following group of interfaces will require development efforts from Advanced, and potentially City of Santa Fe staff or a third party vendor, to support the specific interface requirements. Advanced will analyze, specify, develop, Q/A, and deploy the following group of interfaces required by the City of Santa Fe under this SOW. The specific system Modifications required to support a specific interface will be determined during the Interface/Modification Discovery process. Advanced will create detailed combined **Functional/Technical Specifications** for each interface requiring development effort from Advanced's technical staff.

Subtask 2.1.1 – ESRI GIS Interface

The CITY requires a two-way interface between CIS Infinity and CITY GIS system which utilizes ESRI ArcGIS products. This two-way interface will provide access to GIS information from CIS Infinity, and provide CIS Infinity data for presentation in the GIS system.

Using dynamic hyperlink functionality users of CIS Infinity will be able to access GIS information related to a specific service address. Any data element (or combination of data elements), such as GPS coordinates or premise number on the Main Customer/Account Inquiry, can be linked to the GIS application. Clicking on a linked data element will call a Web page created by CITY displaying GIS information specific to the linked data element.

Using web services, SQL views, or a batch export file, the CITY can retrieve data from CIS Infinity for presentation in the GIS application.

Subtask 2.1.2 – JD Edwards Enterprise One Fixed Asset Interface

The CITY requires a one-way batch file interface to export meter information from CIS Infinity to the JD Edwards Enterprise One fixed asset module.

The Fixed Asset interface will export in batch a text file containing summarized meter information for meters that have been entered into the Meter Inventory tables, from CIS Infinity to the Fixed Asset module. The Advanced Interface Manager will transfer pertinent meter information to the Fixed Asset module where they can then be reviewed.

Subtask 2.2 – Configured Interfaces

The following group of interfaces will be configured using CIS Infinity configuration. Information can be exported and imported on a scheduled basis using the Export/Import Processing Form.

Specifications will not be produced for configurable interfaces. These items are not considered core interfaces as they are configured rather than programmed into the system. Configurable interfaces are typically configured using the built-in Advanced Interface Manager configuration tool. Advanced will configure the following interfaces.

Subtask 2.2.1 – Cityworks Works Management

The CITY requires an interface between CIS Infinity and Cityworks, for some service order types which originate in CIS Infinity. CIS Infinity has a real-time API to Cityworks. All information for applicable service orders will be passed from CIS Infinity to Cityworks, where a service request or work order is generated. Upon completion of the service request or work order, information is then sent back to CIS Infinity from Cityworks including the completion date, completion notes, etc. Meter install and exchange information can also be received from Cityworks and processed in CIS Infinity.

This interface can also be used when information in CIS Infinity has changed, such as customer and account information, etc. The changed record is sent to Cityworks upon saving the record within CIS Infinity.

Advanced will utilize the existing CIS Infinity functionality to support the specific requirements of the CITY.

Subtask 2.2.2 – Active Networks Payment Manager

The CITY requires a real-time interface between CIS Infinity and Active Network's Payment Manager central cashiering module. The interface will provide for real-time inquiry of CIS Infinity account information using the CIS Infinity web services API. It will provide the ability to search by name, street address or account number. Once a valid CIS Infinity account is found, then the following information about that customer/account will be retrieved: current balance, total past due amount, cash only comments and collection status.

For payments entered into Payment Manager which pertain to utility billing, the interface will provide for real time creation of pending payments in CIS Infinity via the CIS Infinity web services API. These pending payments can be adjusted or voided as a result of adjustments in Payment Manager based on a unique external reference ID. A schedulable process within CIS Infinity will create payment batches within CIS Infinity based on these payment records.

Subtask 2.2.3 – JD Edwards Enterprise One General Ledger and Accounts Payable

The CITY requires a one-way batch file interface to export general ledger information from CIS Infinity to the JD Edwards Enterprise One general ledger module.

The General Ledger interface will export in batch a text file containing summarized general ledger journal entries for updated billing, cash and cash adjustment batches from CIS Infinity to the General Ledger module. The Advanced Interface Manager will transfer summarized general ledger information to the General Ledger application as un-posted journal entries where they can then be

processed. The general ledger information transferred contains details about the originating batch in CIS Infinity for cross-referencing purposes.

The CITY requires a two-way batch file interface to export/import refund check information between CIS Infinity and the JD Edwards Enterprise One accounts payable module.

The Accounts Payable export interface will export a text file containing customer and refund amount information for the purposes of issuing refund checks to customers in the Accounts Payable module. Refund check transactions would be based on the existing refund transactions configured in CIS Infinity. This will be a periodic batch process.

The Accounts Payable import interface will import a text file containing refund check details (check number, check issue date) into CIS Infinity. The originating refund check transaction records in CIS Infinity will be updated with the check detail information. The refund check import file will use a configurable text file format defined using the AIM.

Subtask 2.2.4 – Datamatic Routestar Reading

The CITY requires a two-way batch file interface between CIS Infinity and Datamatic Route Star AMR meter reading software. The interface will support the import/export of text files containing meter data reads and related information (e.g. historic meter consumption high/lows, trouble codes) to/from CIS Infinity for billing purposes. CIS Infinity will generate one export file, and process one import file format.

Subtask 2.2.5 – Badger Meter Reading

The CITY requires a two-way batch file interface between CIS Infinity and Badger AMR Orion Read Center meter reading software. The interface will support the import/export of text files containing meter data reads and related information (e.g. historic meter consumption high/lows, trouble codes) to/from CIS Infinity for billing purposes. CIS Infinity will generate one export file, and process one import file format.

Subtask 2.2.6 – Selectron IVR

The CITY requires a two-way real-time interface between CIS Infinity and the Selectron IVR for inbound customer calls and a one-way batch interface for outbound customer notification calls.

CIS Infinity will provide customers with a real-time interface into the IVR, allowing customers to hear their utility account balance, check payment history, and make payments to their account, which are then reflected real-time in CIS Infinity. This will be done utilizing the existing Infinity.Teleconnect Web services API and configuring it to meet the specific business requirements of the CITY.

For outbound calls, CIS Infinity will be configured to support exporting a file containing customer call data for a specified group of customers that can be imported and processed by the Selectron IVR. CIS Infinity currently contains functionality to export outbound customer call files using a configurable file format defined using the Advanced Interface Manager.

Subtask 2.2.6 – ACH

The CITY requires a one-way interface to export a file of customers signed up for ACH payments. CIS Infinity currently supports the exporting of standard ACH files that conform to NACHA standards.

Subtask 2.2.7 – Wells Fargo Lockbox Payment

The CITY requires a one-way batch interface to import on a periodic basis Wells Fargo lockbox payment files. CIS Infinity currently supports the importing of payment information, on either an on-demand or scheduled basis, using configurable text file formats defined using the Advanced Interface Manager.

Subtask 2.2.8 – InfoSend Third Party Bill Print

The CITY requires a one-way batch interface to export electronic bill presentment information required by InfoSend to generate customer bills and collection notices. CIS Infinity will generate an electronic bill presentment file using its standard EBP file format.

In the event that additional interfaces are identified during the Discovery process, the jointly developed Change Order process as defined in Subtask 1.1 will be followed.

Subtask 2.3 – Software Modifications

Advanced will analyze, specify, develop, Q/A, and deploy the following modifications required by City of Santa Fe under this SOW. Advanced will identify the specific development efforts required to support these modifications during the Interface/Modification Discovery and Specification Phase. Advanced will create detailed combined **Functional/Technical Specifications** for each modification requiring development effort from Advanced's technical staff.

In the event that modifications are identified during the Discovery process, the jointly developed Change Order process as defined in Subtask 1.1 will be followed.

Exclusions

The following has been excluded from this Scope of Work, unless noted otherwise:

1. **Rate Structural Changes**

   Advanced will provide normal rate updates throughout the course of the implementation at no extra charge providing the rate change occurs during the implementation timeframe. Advanced will not support a rate change that departs substantially from the current rate structures that are in force at the time of contract signing and/or as documented in the Functional Discovery document. Any substantial change in rates methodology and deployment will be considered out of scope and will be subject to a Change Order.

2. **Third Party Payment Processor**

   Internet payment processing and payment clearing is provided, at no extra license fee, for Infinity.Link and applicable CIS Infinity functionality via the Harris Payment Gateway (HPG). An interface to a non HPG payment provider is considered customized development. The development of a real time third party interface for payment processing to a payment processor is a minimum $30,000 development fee and an annual maintenance fee of 25%. Based on the actual third party payment interface the fees may be higher.

3. **Loans**

   Loans functionality embedded into CIS Infinity is not included as part of the base configuration of CIS Infinity. Due to the variable nature of how loans are defined in the utility industry, Advanced must perform a separate scope session to determine if additional programming is required to meet the

specific needs of City of Santa Fe. Once the scope session is complete, a determination of scope will be provided and may result in a change order to meet City of Santa Fe requirements.

Task 3 - Implementation Approach

This task covers the implementation approach Advanced will take to replace City of Santa Fe's current CIS with Advanced's CIS Infinity, Infinity.Link and Infinity.Mobile software. Advanced will implement a phased approach in the lifecycle of this task order as described herein.

Subtask 3.1 – Phase 1 – Project Initiation

Subtask 3.1		
Start	*End*	*Duration*
Week 1	Week 5	4 weeks

The Advanced PM will work with the City of Santa Fe Project Manager and staff to organize project information for the joint preparation of the Project Schedule (see Task1). The Advanced PM will be onsite to organize and present all of the information required to start the project and will, at a minimum, address the following areas:

- Project Schedule, including but not limited to the, Communication Plan, Risk Plan, Change Management Plan, Training Plan and Test Plan
- CIS Infinity server software installation and desktop installation rollout
- Training Course Syllabus for Core Team, Technical Team, and End User Training (part of the Training Plan)
- CustomerWise set-up and overview
- Access to CIS Infinity Entity Relationship Diagram and Data Dictionary
- Project Team Contact List which includes users that need access to CustomerWise
- Overview of the operations of CIS Infinity via WebEx or similar media
- Functional and Data Conversion Discovery agendas delivery and review

The Advanced PM is the primary PM. The Advanced PM will operate the daily activities of the project and work in conjunction with the City of Santa Fe's Project Manager and staff to ensure effective management of staff resourcing, forward planning initiatives and day to day project deliveries.

Subtask 3.1 – Deliverables

Subtask 3.1 Deliverables	• Conduct Project Kickoff Meeting • Initial Project Schedule, including but not limited to the, Communication Plan, Risk Management Plan, Change Management Plan, Training Plan and Test Plan • Software Installation, Installation Training and Installation Report • Training Course Syllabus • CustomerWise Overview • Access to the Data Dictionary

	• Access to the Entity Relationship Diagrams • Project Team Contact List • CIS Infinity System Overview • Functional and Data Conversion Discovery agendas delivery and review

Subtask 3.2 – Phase 2 – Functional and Data Conversion Discovery Analysis

Subtask 3.2		
Start	*End*	*Duration*
Week 10	Week 13	3 weeks

Advanced will review the detailed data and business, requirements of City of Santa Fe. This analysis will provide an association between City of Santa Fe's business practices and the required CIS Infinity configuration.

The Functional and Data Conversion Discovery Analysis phase will be led by Advanced and broken out into functional and data conversion workshops. The workshops review the functional and data conversion areas of the system and are the basis for how Advanced will configure, and convert all of the required business functions, business logic and data in the system. Prior to beginning both Functional and Data Discovery, Advanced will provide Overview training to the City of Santa Fe's core team.

Prior to the start of the Functional and Data Conversion Discovery Analysis phase, City of Santa Fe will gather the following information in preparation for the sessions, if documentation is available:

- All rate tariffs and system generated fees
- Chart of Accounts for GL/AP interfacing
- Meter Reading process flow, vendor and file layout
- All required service order information
- File layouts for all required interfaces
- Sample of current bill prints, notices, door hangers and letters
- All payment types received and any associated payment information
- Process flows of penalties, collections, disconnections, bankruptcy and write offs
- Process flows of move in, move out process
- Billing process flow
- All Daily, weekly, Month End and Year End Report Requirements

Subtask 3.2.1 – Functional Discovery Analysis Workshops

Advanced will conduct onsite **Functional Discovery Analysis Workshops**. These workshops will be led by Advanced to appropriately review and confirm all required information for the areas listed below. Advanced with City of Santa Fe will identify the necessary City of Santa Fe staff needed to attend these workshops two to four weeks in advance. Reports and Bill Print discoveries as outlined in Subtask 3.4 will

be separate from the main functional discovery workshops and will be conducted at a time indicated in the Project Schedule.

Advanced will create a **Functional Discovery Document** that will include, at a minimum, the following areas:

1. **Foundation**
   Review of all of the basic system set up areas and logical business rules including but not limited to account types, services, account number structure and customer number structure.
2. **Customer Information**
   Review of addresses and phone numbers, lookups and address and occupancy types.
3. **Meters and Meter Inventory**
   Review of meter types, meter inventory process and controls, manufacturers, units and other pertinent meter information.
4. **Billing**
   Review of the entire meter reading to billing process with a review of all processing and exceptions reporting.
5. **Rates**
   Review of the rate tariff and functional requirements for setting up rates, seasonal rates, temporary rates, proration, taxes and any rate rebates or discounts.
6. **Cashiering**
   Review of all payment types, interfaces, automated clearing house, endorsements, receipts and unapplied payments processing.
7. **Collections**
   Review of all collections procedures, payment arrangements, exemptions, penalties, notices, disconnections, agency, add to tax/liens, tax certification, bankruptcy and write-off processes including all applicable fees.
8. **Move in Move Out**
   Review of the process flow and all applicable setups, fees and follow up processes with the move in move out process.
9. **Accounting**
   Review of General Ledger Setup and chart of accounts for GL/AP processing and refunds processing. Review of Year and month end closing including reporting requirements.
10. **Service Orders**
    Review of requirements for full service order processing and follow up actions control..

Subtask 3.2.1 – Deliverables

Subtask 3.2.1 Deliverables	• Functional Discovery Workshop • Functional Discovery Document

Subtask 3.2.2 – Data Conversion Analysis Workshop

In addition to Functional Discovery Analysis Workshops, Advanced will conduct a remote **Data Conversion Discovery Analysis Workshop**. From this workshop Advanced will produce a **Data**

Conversion Plan. The data conversion analysis workshop will be led by Advanced to appropriately review and confirm all required information for these areas. Advanced will identify the City of Santa Fe staff needed to attend these workshops two weeks in advance.

Advanced will work with City of Santa Fe to determine how to convert the existing legacy data into CIS Infinity. A full explanation of the process and definition of standard data validation parameters, as well as any site-specific data validation parameters will be reviewed and adopted. Data validation criteria and a data map are presented and reviewed jointly by Advanced and City of Santa Fe. The Data Conversion Plan will include the data mapping document and data validation parameters.

Subtask 3.2.2 – Deliverables

Subtask 3.2.2 Deliverables	• Data Conversion Workshop • Data Conversion Plan

Subtask 3.3 – Phase 3 – Interface/Modification Discovery & Specification

Subtask 3.3		
Start	*End*	*Duration*
Week 13	Week 18	6 weeks

Advanced will conduct a remote **Interface/Modification Discovery Analysis Workshop**. Advanced will provide a **Discovery Agenda** and identify necessary City of Santa Fe staff needed to attend this workshop two weeks in advance. Advanced will review with City of Santa Fe all interfaces and modifications identified in Task 2, to be programmed in CIS Infinity. Advanced will review the specification process and map out the timeline required to complete the specifications, coding, Q/A, deployment, and testing. Below are the minimum topics that will be covered:

- Data source(s) identification; obtain data dictionaries, table relationships, etc.
- Method of moving the data between databases, including the format the data might be in, during the move (e.g., XML, ASCII, staging tables, DTS, etc.)
- Direction of dataflow and frequency of data exchange
- Data validation efforts needed, if any
- Error handling
- Document data mapping from one database to another
- Requirements analysis

Advanced will produce a **Functional Specification Document** and **Technical Specification Document** for review and acceptance by City of Santa Fe.

Each specification will outline the following:

- Document Overview
- Revision History
- Functional/Technical (as appropriate) Summary

- Process Overview
- Functional/Technical (as appropriate) Modification
- Impact to System Operation
- Questions

Advanced will conduct a review of the documentation with City of Santa Fe remotely to make any changes to the specifications.

Subtask 3.3 – Deliverables

Subtask 3.3 Deliverables	• Interface and Modification Discovery Agenda • Interface/Modification Discovery Workshop • Functional/Technical Specification Document

Subtask 3.4 – Phase 4 – Other Discoveries

Subtask 3.4.1 – Reports Discovery

Advanced will conduct a remote **Reports Discovery Workshop** to review City of Santa Fe's CIS Infinity reporting requirements. The discussion will include searches, querying, and a review of CIS Infinity's standard reports.

Advanced will outline all the required base reports including but not limited to auditor's, rates, revenue, and cash reports in a Reporting Matrix as identified in Subtask 3.7.

Any required report that does not have a standard report match is considered a custom report and City of Santa Fe will need to provide the logic to complete these reports. A custom report that has not identified as part this SOW will be considered out of scope and will follow the Change Order process as identified in Subtask 1.1. This section covers only to reports driven out of CIS Infinity and does not cover reports required from 3rd party vendors' software.

Subtask 3.4.1 – Deliverables

Subtask 3.4.1 Deliverables	• Reports Discovery

Subtask 3.4.2 – Bill Print Discovery

Advanced will conduct a remote **Bill Print Discovery Workshop**. This workshop will be led by Advanced to review of all bill print types/nctices/receipts.

City of Santa Fe outsources it bill print to a third party vendor. Advanced will replicate the third party vendor's layout for the bill print, so that City of Santa Fe can re-print these documents in house if desired. Advanced will produce a **Bill Print Specification** for review and acceptance by City of Santa Fe.

Subtask 3.4.2 – Deliverables

Subtask 3.4.2 Deliverables	• Bill Print Discovery Workshop • Bill Print Specifications

Subtask 3.4.3 – Infinity.Mobile Discovery

Advanced will conduct a remote **Infinity.Mobile Discovery Workshop.** This workshop will be led by Advanced and will review City of Santa Fe's mobile service order requirements including a detailed review of City of Santa Fe's business rules and technical environment.

Prior to the start of the Infinity.Mobile workshop, City of Santa Fe will complete the **Infinity.Mobile Checklist** provided by Advanced.

Advanced will create an **Infinity.Mobile Discovery Document** that will include the Technical Checklist.

Subtask 3.4.3 – Deliverables

Subtask 3.4.3 Deliverables	• Infinity.Mobile Discovery Workshop • Infinity.Mobile Checklist • Infinity.Mobile Discovery Document

Subtask 3.4.4 – Infinity.Link Discovery

Advanced will conduct a remote **Infinity.Link Discovery Workshop**. This workshop will be led by Advanced and will review City of Santa Fe's Infinity.Link customer web requirements including a detailed review of City of Santa Fe's business rules and technical environment.

Prior to the start of the Infinity.Link technical workshop, City of Santa Fe will complete the **Infinity.Link Checklist** provided by Advanced.

Advanced will create an **Infinity.Link Discovery Document** that will include the Technical Checklist.

Subtask 3.4.4 – Deliverables

Subtask 3.4.4 Deliverables	• Infinity.Link Discovery Workshop • Infinity.Link Technical Checklist • Infinity.Link Discovery Document

Subtask 3.5 – Phase 5 – Configuration and Conversion

Subtask 3.5.1 – Initial Configuration and Conversion

Subtask 3.5.1		
Start	*End*	*Duration*
Week 10	Week 16	6 weeks

City of Santa Fe will provide a data extract to Advanced that will be loaded into a development database located at Advanced's office. Advanced will convert City of Santa Fe's data so that it can be loaded into CIS Infinity. Configuration and conversion are tightly integrated in CIS Infinity. Advanced will create validated mapping that ties existing customers" rates to their accounts. Advanced will develop a conversion routine to reflect the requirements of City of Santa Fe.

Advanced's Conversion Specialist will prepare the **Initial Data Conversion and Configuration** to be delivered and loaded onsite. The results for the **Data Validation** parameters specified in the Data Conversion Plan will be included for review by City of Santa Fe.

Advanced will assist City of Santa Fe in identifying **Baseline Accounts** which are a representative cross section of City of Santa Fe customers (e.g. rates, customer type etc.). The baseline accounts will be used to test both the validity of the converted data and that the configuration begins to conform to the Functional Discovery document. City of Santa Fe will provide results from testing through the Customer Wise tool which tracks all anomalies.

Subtask 3.5.1 – Deliverables

Subtask 3.5.1 Deliverables	• Initial Data Conversion Load • Identification of Baseline Accounts • Data Validation Results • Initial Configuration Rollout

Subtask 3.5.2 – Subsequent Data Refreshes

Advanced will conduct a series of data refreshes (minimum of 5, including Go Live), until the data conversion and configuration are Go Live ready.

Subtask 3.5.2 – Deliverables

Subtask 3.5.2 Deliverables	• Data Refreshes • Data Validations

Subtask 3.6 – Phase 6 – Core Team Training

Subtask 3.6		
Start	*End*	*Duration*
Week 7	Week 17	11 weeks

City of Santa Fe core functional and core technical teams will be trained by Advanced to use CIS Infinity prior to starting functional testing. CIS Infinity Core Team Training covers all of the major system components. A full training syllabus is provided in the Training Plan.

Training will show all aspects of CIS Infinity functions. Training will accommodate up to 10 participants.

During training sessions, City of Santa Fe will document any potentially new processes. Any system bugs, set up issues, conversion issues and deficiencies shall be entered in CustomerWise by City of Santa Fe. Advanced will assist City of Santa Fe with this process to ensure all items are documented through CustomerWise. Deficiencies can be entered into CustomerWise by City of Santa Fe testers or

Advanced testers, any users who are given access to the system, and other personnel who may be involved during the Software Testing phases.

The Advanced PM will be proactive in the resolution of items logged in CustomerWise so as not to interrupt the continuity of testing. The Advanced PM will provide responses including analysis and level of effort to fix deficiencies. The Advanced PM or designee will document (in detail) any known work-around solutions and communicate these to the City of Santa Fe's Project Manager.

Advanced is responsible for fully testing and correcting any deficiencies found during training. New builds that result from training deficiencies will be data validated by Advanced.

Subtask 3.6 – Deliverables

Subtask 3.6 Deliverables	• CustomerWise Training for software issue entry and tracking • Standard Training Documentation • Completion of onsite Instructor-Led Core Team Training

Subtask 3.7 – Phase 7– Reports Development and Delivery

Subtask 3.7		
Start	*End*	*Duration*
Week 17	Week 18	2 weeks

Reports identified as required by City of Santa Fe in the Reports Discovery phase (Subtask 3.4.1) will be documented by Advanced using a **Reporting Matrix.** The Reporting Matrix will match the CIS Infinity standard report names to each required report. Custom reports are also documented in the Reporting Matrix. A specification/mockup will be created for review and acceptance by City of Santa Fe. Custom reports to be developed and delivered by Advanced, once sign off on specifications has taken place.

Subtask 3.7 – Deliverables

Subtask 3.6 Deliverables	• Reporting Matrix • Custom Reports Specification, Development & Delivery (if applicable)

Subtask 3.8 – Phase 8 – Interface/Modification Delivery

Subtask 3.8		
Start	*End*	*Duration*
Week 24	Week 35	12 weeks

Once the interface/modification has been developed by Advanced and successfully compiled, City of Santa Fe will be notified that the interface/modification is ready to be released and applied to the City of Santa Fe test environment through an executable or build. Advanced will roll out the modifications into

the City of Santa Fe test environment remotely. Advanced will ensure that all Advanced development work is put through our QA process.

Subtask 3.8 – Deliverables

Subtask 3.7 Deliverables	• Deployment and Rollout of Modifications and Interfaces over the period of Integration Testing cycles.

Subtask 3.9 – Phase 9 – Software Testing

Subtask 3.9		
Start	*End*	*Duration*
Week 24	Week 50	27 weeks

Advanced will support all software testing through a combination of onsite support, remote support and WebEx online support. Validated testing criteria will be used to determine if the testing phase is complete and the system is ready for the next cycle of testing. The Advanced PM will provide City of Santa Fe with generic test scripts. Modification of test scripts to match City of Santa Fe's specific business scenarios is the responsibility of City of Santa Fe. From the test scripts City of Santa Fe will create an ITC Plan (Integration Testing Cycle), and User Acceptance Test (UAT) Plan.

At the start of each test cycle, a full data conversion using a fresh data extract will be performed to exercise the data conversion process and to update any required data fixes that are found through testing. With each data conversion Advanced will provide and City of Santa Fe will verify all balancing metrics that were agreed upon in the Data Conversion Discovery. Deficiencies found during the Software Testing Phase will be entered into CustomerWise for the correction of configuration, data conversion and/or system deficiencies. Deficiencies will be entered into CustomerWise by City of Santa Fe. CustomerWise maintains a history of analysis and problem resolution.

CustomerWise will be managed and maintained by the Advanced PM and will be reviewed in accordance with the Issue Management process with both Advanced and City of Santa Fe staff to ensure the issues are being actively worked and tested. The Advanced PM will be proactive in the resolution of items logged in CustomerWise so that they will be resolved within a timely manner. The Advanced PM or designate will document (in detail) any known work around solutions and communicate it to the City of Santa Fe Project Manager.

Advanced will provide a technical point of contact during all testing phases, Advanced will provide responses that include justification and mitigation plans where applicable.

The software testing phase is spilt into the following three test cycles:

1. **Functional Testing**

   Functional testing will utilize the baseline accounts to confirm that the data conversion and basic functions in the system are working as expected. Individual accounts will be reviewed and will run through a full meter to cash process. In the review of these individual accounts, City of Santa Fe will be tasked with testing each rate element in the system and completing a rates testing matrix to confirm that the billing process works prior to starting a cycle billing process. This rate testing will be done against a series of baseline accounts and will look at each rate scenario and all of the associated proration activities that can affect a rate calculation.

   Functional Testing is modular and does not test the system end-to-end.

Subtask 3.9.1 – Functional Testing Deliverables

Subtask 3.9.1 Deliverables	• Functional Test Data Conversion Load • Rates Testing Matrix

2. **Integrated Testing Cycle (ITC)**
   ITC will utilize generic testing scripts and system scenarios to confirm that the data conversion and system processes are functioning as expected. ITC is broken down into two sub-phases.

   - ITC1 is intended to exercise full scale testing of the system for meter reading, bill calculation, bill print, cash collections and collections processing. This will also involve testing the customer service functions within the system for items such as Move In and Move Out and service order processing.
   - ITC2 emulates the same process with a refreshed data conversion set and any configuration changes that have been made to the system. Prior to the start of ITC2, another full rollout of data conversion and configuration review is performed onsite or remotely to ensure additional knowledge transfer to City of Santa Fe on how CIS Infinity is configured to meet City of Santa Fe's business needs. Once the rollout is complete, testing of the system through ITC2 will commence to ensure that all system processes are performing as expected. Both ITC1 and ITC2 will have mutually agreed-upon performance and accuracy metrics and criteria to ensure the system is matching the expected results. These performance and accuracy metrics will be presented for approval to City of Santa Fe Project Manager for adoption prior to starting User Acceptance Testing. ITC2 will incorporate testing of interfaces and modifications.

Subtask 3.9.2 – Integration Testing Deliverables

Subtask 3.9.2 Deliverables	• Integration Test Scripts • ITC1 Data Conversion Load • ITC1 Test Plan Outline • ITC1 Acceptance Criteria • ITC1 Plan Completion and Signoff • ITC2 Data Conversion Load • ITC2 Test Plan Outline • ITC2 Acceptance Criteria • ITC2 Plan Completion and Signoff

3. **User Acceptance Testing (UAT)**
   The final phase of testing is UAT and starts with a code freeze. Only critical path items will be altered during this phase as agreed upon by both parties after analyzing the risk of introducing these changes. Once complete, the UAT constitutes acceptance of the system as ready for Go Live. In combination with staff training readiness and organization readiness, the UAT and its acceptance help to drive the Go/No Go criteria that lock down the live date of the software.

Advanced will coordinate with City of Santa Fe to select the integration test scripts that will be used during UAT.

Subtask 3.9.3 – User Acceptance Testing Deliverables

Subtask 3.9.3 Deliverables	• UAT Data Conversion Load • UAT Test Plan Outline • UAT Acceptance Criteria • UAT Plan Completion and Sign Off

The Advanced PM will work with City of Santa Fe to ensure that test results for each testing phase provide evidence that CIS Infinity capabilities have been properly integrated and tested in City of Santa Fe's test environment. Advanced will work with City of Santa Fe to support performance tests.

Subtask 3.10 – Phase 10 – End User Training

Subtask 3.10		
Start	*End*	*Duration*
Week 26	Week 50-	25 weeks

Advanced will provide CIS Infinity End User training to City of Santa Fe to secure a working knowledge of CIS Infinity using acceptable adult learning principles. As part of the Training Plan, Advanced will work with City of Santa Fe to jointly create the appropriate Training Matrices (part of the Training Plan) that will identify classes and the Advanced and City of Santa Fe staff attendance needs.

Each End User training session will have an attendance sheet that matches the End User training schedule. Once each session is complete, City of Santa Fe will sign-off on a **Training Session Sign-off Form** signifying that the training session has been completed.

Subtask 3.10 – Deliverables

Subtask 3.10 Deliverables	• Completion of onsite Instructor Led End User Training • Training Session Sign-off

Subtask 3.11 – Phase 11 – Go/No Go Criteria

Subtask 3.11		
Start	*End*	*Duration*
Week 50	Week 50	1 week

Advanced will initiate a process of gauging system readiness that will be measured using jointly-defined Go/No Go Criteria by Advanced and City of Santa Fe to determine if CIS Infinity is prepared for use in a production environment. The criteria will be agreed to by City of Santa Fe Project Manager and documented by Advanced in the **Go/No Go Criteria List**.

The following will be part of the process:

- Review system readiness
- Review staff readiness
- Review organization readiness

Subtask 3.11 – Deliverables

Subtask 3.11 Deliverables	• Go/No Go Criteria List • Review, Sign-off and Authorization

Subtask 3.12 – Phase 12 – Transition to Live

Subtask 3.12		
Start	*End*	*Duration*
Week 54	Week 54	1 week

The Advanced PM will develop a **Cutover Plan** that details the steps and responsibilities for Advanced and City of Santa Fe to transition CIS Infinity to City of Santa Fe production (live) environment. The **Cutover Plan** will include but not be limited to the following items:

- Full emergency contact information
- Detailed steps and communications of when data extract is obtained and data conversion is returned
- Ordered steps for ensuring balancing of the system
- Determination of whether a test system is refreshed at the same time as production for any required process testing
- Post-cutover test plan and checklist
- Criteria that determine when the system will be turned over to end user staff
- A formal release that documents that the system has been handed to City of Santa Fe in full balance

The transition to live will have a new data conversion in which the data validation parameters, bill codes, rate mapping and transaction codes will all be approved by City of Santa Fe and the Advanced PM.

The cutover to live will occur over a weekend and will be coordinated by the Advanced PM and City of Santa Fe staff.

Subtask 3.12 – Deliverables

Subtask 3.12 Deliverables	• Cutover Plan • Final Release Data Conversion Load

	• AR Balancing Sign Off • Data Conversion Validation Parameters sign off • Year and month active confirmation • AR summary details Sign Off • Transaction code Sign Off • Rates Sign Off

Subtask 3.13 – Phase 13 – Post Go Live

Subtask 3.13		
Start	*End*	*Duration*
Week 55	Week 64	8 week

Advanced will assist City of Santa Fe throughout the post live implementation phase to identify and respond to any needs and concerns. During the Post Go Live period, Advanced will supply, as per the agreement, a combination of onsite, remote, and WebEx online support to ensure a smooth transition to support. During this phase of the project, the following items will be supplied to City of Santa Fe:

- Weekly PM and technical staff meetings to review all high-priority items.
- Combination of onsite and remote customer support.
- Full transition to support Audit (internal to Advanced).
- Introduction and transition to Support.

Throughout the Post Go Live period, the Advanced PM will continue to act as primary resource for all issues. Upon completion of the Post live support period, City of Santa Fe will transition to the Advanced's Customer Service and Support Department as per the Support and Maintenance agreement.

Subtask 3.13 – Deliverables

Subtask 3.13 Deliverables	• Completion of Post Go Live Support • Transition to Support

ITEM # 13-1138

EXHIBIT B TO THE INFORMATION TECHNOLOGY AGREEMENT BETWEE N. HARRIS COMPUTER CORPORATION AND THE CITY OF SANTA FE SOFTWARE LICENSE AGREEMENT

THIS AGREEMENT made as of the 11th day of November, 2013.

BETWEEN:

N. HARRIS COMPUTER CORPORATION
("Harris")

- and -

CITY OF SANTA FE
("City of Santa Fe")

RECITALS

1. Harris owns the Software (as defined below);

2. The City of Santa Fe wishes to acquire a license to utilize the Software

3. Harris wishes to grant the City of Santa Fe a license to utilize the Software.

4. The City of Santa Fe and Harris agree to enter into separate agreements each dealing with a separate aspect of the Software: a Information Technology Agreement, Software License Agreement, a Support and Maintenance Agreement and a Software Implementation Services Agreement.

NOW THEREFORE, in consideration of the mutual covenants set out in this License Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties agree as follows:

ARTICLE I.
INTERPRETATION

Section 1.01 Definitions

Throughout this License Agreement, except as otherwise expressly provided, the following words and expressions shall have the following meanings:

(a) **"Agreement"** and similar expressions mean this Software License Agreement, including all of its Schedules and all instruments supplementing, amending or confirming this Agreement. All references to "Articles" or "Sections" mean and refer to the specified

Article or Section of this Agreement except where a different agreement is explicitly identified.

(b) "**Completion of Services**" shall have the definition ascribed to it in the Software Implementation Services Agreement.

(c) "**Concurrent User License**" means a license that restricts the total number of Users who can access the Software at any one time to the number detailed in Schedule "A".

(d) **"Confidential Information"** means, with respect to a party to this License Agreement, all information or material which: is (A) marked "Confidential," "Restricted," or "Proprietary Information" or other similar marking and subject to the Confidentiality provisions of Article 6.01 herein, (B) known by the parties to be considered confidential or proprietary, such as the Software, or (C) which should be known or understood to be confidential or proprietary by an individual exercising reasonable commercial judgment in the circumstances. Confidential Information does not include information to the extent that such information: (i) is or becomes generally known to the public by any means other than a breach of the obligations of a receiving party hereunder; (ii) was previously known to the receiving party as evidenced by its written records; (iii) is rightly received by the receiving party from a third party who is not under an obligation of confidentiality; or (iv) is independently developed by the receiving party without reference to or use of the other party's Confidential Information.

(e) **"Designated Computer System"** shall mean the City of Santa Fe's platform and operating system environment which is operating the Software.

(f) **"Documentation"** means user guides, operating manuals, educational materials, product descriptions and specifications, technical manuals, supporting materials, and other information regardless of the media on which it is provided.

(g) **"License"** means the license granted to the City of Santa Fe pursuant to Section 2.01 hereof and includes both a Concurrent User License and a Site License.

(h) **"License Agreement"** means this Software License Agreement.

(i) **"Release"** means an Update and an Upgrade.

(j) **"Required Programs"** have the meaning set out in Section 3.03.

(k) **"Site License"** means a license that restricts the Software such that it can reside in one production environment and unlimited non production environments.

(l) **"Software"** means the software products that are listed in Schedule "A" and to which the License applies.

(m) **"Update"** means a minor modification or enhancement to the Software related to a bug fix, minor additional functionality or legislative changes.

(n) **"Upgrade"** means a major overhaul of the Software which is a complete new version of the Software.

(o) **"User"** means any employee of City of Santa Fe or any of City of Santa Fe's agents who are authorized by Harris pursuant to the terms of this License Agreement to have access to the Software.

Section 1.02 Currency

Unless otherwise specified, all references to amounts of money in this License Agreement and the related Schedules refer to U.S. currency.

Section 1.03 Schedules

The Schedules described below and appended to this License Agreement shall be deemed to be integral parts of this License Agreement.

Schedule "A" - Description of Software
Schedule "B" - License Fees & Payment Schedule

In the event of any conflict or inconsistency between the terms and conditions in the main body of this License Agreement and the terms and conditions in any Schedule, the terms and conditions of the main body of this License Agreement shall control.

ARTICLE II.
SOFTWARE LICENSES

Section 2.01 Grant of Licenses

(a) Subject to the terms and conditions of this License Agreement, Harris hereby grants to the City of Santa Fe a personal, non-exclusive, non-transferable and limited right and license to use the Software in object code format on the Designated Computer System (the "License") in consideration for the payment of the License fees. All Releases installed by City of Santa Fe are subject to this License.

(b) Any Software furnished by Harris in machine-readable form may be copied in whole or in part by City of Santa Fe for use on the Designated Computer System, access to which by Users can be from any computer terminal, whether internal to or external to City of Santa Fe's facility incorporating the Designated Computer System. To the extent that any temporary files associated with the Software are created during such use on terminals those temporary files are permitted under this License but only for such time that the temporary files are actually required. City of Santa Fe agrees that the original copy of all Software furnished by Harris and all copies thereof made by City of Santa Fe are and at all times remain the sole property of Harris.

(c) Any License granted under this License Agreement permits the City of Santa Fe to: (i) use the Software for its municipal and corporate purposes including, but not limited to,

performing testing, disaster recovery, disaster testing, training, archival and backup as the City of Santa Fe deems necessary, and (ii) use, copy and modify the Documentation for the purpose of creating and using training materials relating to the Software, which training materials may include flow diagrams, system operation schematics, and/or screen prints from operation of the Software. Access to and use of the Software by independent contractors of the City of Santa Fe shall be considered authorized use under this Section so long as any such independent contractors are bound by obligations of confidentiality and have been approved by Harris in advance of the independent contractors' access to the Software. The City of Santa Fe shall be responsible for (i) all of the actions of and (ii) any misuse of the Software by any independent contractor.

(d) The City of Santa Fe may duplicate Documentation, at no additional charge, for the City of Santa Fe's permitted uses so long as all required proprietary markings are retained on all duplicated copies.

(e) The Software is licensed to the City of Santa Fe on multiple levels. The Software is licensed on a "Concurrent User License" and "Site License" basis as set forth in Schedule "A".

(i) A Concurrent User License permits the City of Santa Fe to use the Software on the Designated Computer System (including all environments such as training, disaster recovery, etc.) provided that the number of Users who may be simultaneously using the Software is limited to the number of Concurrent Users specified for such Software on Schedule "A". A User is further defined as anyone authorized by the City of Santa Fe who is logged onto the Software, regardless of the type of interface (i.e. graphical user interface or browser user interface).

(ii) A Site License permits the City of Santa Fe to use the Software on the Designated Computer System in one (1) production environment and unlimited non production environments for the purposes of disaster recovery, disaster testing, training, archival and backup. City of Santa Fe requires a separate Site License for each production environment into which the Software or any portion thereof is read in machine-readable form.

The City of Santa Fe may purchase additional Software Licenses at the time such Licenses become necessary at Harris's then current prices and terms.

(f) As between Harris and City of Santa Fe, Harris reserves all rights, title and interest in and to the Software not expressly granted herein and the License specifically excludes all such reserved rights, title and interest.

Section 2.02 Term of License

The License commences on the date of this License Agreement. The License is perpetual and of indefinite duration and shall continue to be in force unless terminated pursuant to the terms hereof.

Section 2.03 Restrictions on Use

(a) Without limiting the generality of the License granted in Section 2.01 and the other restrictions listed therein, City of Santa Fe shall not, and will not allow, direct or authorize (directly or indirectly) any other party to: (i) use the Software for any purpose other than in connection with City of Santa Fe's primary business or operations; (ii) disassemble, de-compile, reverse engineer, defeat license encryption mechanisms, or translate any part of the Software, or otherwise attempt to reconstruct or discover the source code of the Software except and only to the extent that applicable law expressly permits, despite this limitation; (iii) modify or create derivate works of the Software; (iv) rent, lease, lend, or use the Software for timesharing or bureau use or to publish or host the Software for others to use; or (v) take any actions that would cause the Software to become subject to any open source or quasi-open source license agreement. City of Santa Fe shall be wholly liable to Harris for any misuse of the Software and these restrictions are absolute except as and only to the extent that this License Agreement may expressly permit City of Santa Fe to do otherwise.

(b) The Software and related materials supplied by Harris are protected by copyright and trademark laws. The Software is licensed and may not be resold by City of Santa Fe. Any rights not expressly granted herein are reserved. City of Santa Fe may not obscure, remove or otherwise alter any copyright, trademark or other proprietary notices from the Software and related materials supplied by Harris.

Section 2.04 Ownership of Software and Confidential Information

(a) The City of Santa Fe acknowledges that the Software contains proprietary information and Confidential Information of Harris which shall, at all times, remain the property of Harris and, in addition to its obligations outlined in Section 2.03, the City of Santa Fe agrees to treat such Confidential Information in accordance with Subsections (b) and (c) herein.

(b) The City of Santa Fe will take the same care to safeguard the Software as it takes to safeguard its own Confidential Information of a like nature and such care shall not be any less than would be taken by a reasonable person to safeguard its own confidential information.

(c) In order to assist Harris with the protection of its proprietary information and Confidential Information and to enable Harris to ensure that the City of Santa Fe is complying with its obligations, City of Santa Fe shall permit Harris to visit during normal business hours any premises at which the Software is used or installed and shall provide Harris with access to its Software. Harris shall provide City of Santa Fe with reasonable notice of any such audit.

Section 2.05 Ownership and Disposition of Documents

(a) The parties agree that no materials or documents are being created for City of Santa Fe by Harris under this License Agreement as of the effective date. All materials and documents which were developed or prepared by Harris for general use and which are not the copyright of any other party or publicly available, including educational materials, the Software and any other computer applications, shall continue to be the property of Harris.

(b) Only where the City of Santa Fe requests custom materials or documents, then upon the agreement of the parties in writing as evidenced by a duly executed statement of work, the City of Santa Fe shall be the exclusive owner of all such custom, materials and documents which are developed or prepared by Harris specifically for the City of Santa Fe so long as such customer materials and documents are specifically described as being deliverables that are subject to this Subsection 2.05 (b) in the relevant statement of work, except to the extent to which such materials or documents may contain pre-existing Harris materials, in which case the statement of work will describe the license for such pre-existing Harris materials.

ARTICLE III.
REPRESENTATIONS AND WARRANTIES

Section 3.01 Warranty of Performance

Harris warrants to the City of Santa Fe that:

(a) the Software will substantially perform as described in the Documentation if the Software is used in accordance with the Documentation, the terms of this License Agreement and where the City of Santa Fe has the Required Programs and the hardware meets the requirements of Section 3.03 (b). The City of Santa Fe's primary recourse in the event the Software does not conform to the Documentation is the repair and replacement of the Software.

(b) it has the full right, authority and power to enter into this License Agreement and to grant to the City of Santa Fe the Licenses and rights conveyed by this License Agreement; and

(c) the Software is an original work of authorship.

Section 3.02 No Other Warranties

The express warranties contained in this Article III are in lieu of all other representations, warranties and conditions, express or implied, whether arising by statute or otherwise in law or from a course of dealing, or usage of trade, including all warranties related to the merchantability and fitness for a particular purpose of the Software. No warranties are provided in relation to Releases in this License Agreement. Harris reserves the right to correct any defects about which it is made aware and to produce Releases at a time of Harris's own choosing and at Harris's discretion. Without limiting the generality of the foregoing, Harris does not represent or warrant and the City of Santa Fe acknowledges that there are no further representations or warranties:

(a) that the functions contained in the Software will operate in the combinations which may be selected for use by the City of Santa Fe or will meet the City of Santa Fe's requirements and satisfy its intended results;

(b) that the operation of the Software will be error free.

Section 3.03 Required Programs

(a) The City of Santa Fe acknowledges that the use of the Software requires that the City of Santa Fe obtain and install additional required software programs (the "**Required Programs**"), as detailed in the attached Schedule "A". The City of Santa Fe agrees that the acquisition of the Required Programs shall be at its sole cost and that the cost thereof is not included in the fees herein, including for any future updates about which City of Santa Fe is provided with commercially reasonable advance notice.

(b) City of Santa Fe's hardware must also be of sufficient quality, condition and repair, and the City of Santa Fe agrees to maintain its hardware in the appropriate quality, condition and repair at its sole cost and expense, in order to facilitate the achievement of the proper installation and implementation of the Software in accordance the Software Implementation Services Agreement. If Harris determines that City of Santa Fe's hardware is not of sufficient quality, condition and repair, Harris shall notify City of Santa Fe in writing of the Hardware deficiencies. City of Santa Fe will strive to remedy any hardware deficiencies within 30 days of notification

Section 3.04 Exclusions to Warranty

Harris shall not be liable for any breach of the foregoing warranties which results from causes beyond the reasonable control of Harris, including

(a) where the installation, integration, modification or enhancement of the Software has not been carried out by Harris or its authorized agent, or where City of Santa Fe has taken any action which is expressly prohibited by the Documentation or this License Agreement;

(b) any use or combination of the Software with any software, equipment or services not supplied by or on behalf of Harris;

(c) user error, or other use of the Software in a manner or in an operating environment for which it was not intended or other than as permitted in the relevant scope of work or in this License Agreement;

(d) City of Santa Fe's failure to install a new Update which has been released to remedy an error or bug, and which Harris has stated to City of Santa Fe is a required Update necessary for security purposes or for legislative compliance purposes or other reasons as Harris may determine is important in its sole discretion; or

(e) natural disasters, power surges, lightning strikes, and the like.

ARTICLE IV.
FEES AND PAYMENTS

Section 4.01 Fees and Payments

(a) The City of Santa Fe agrees to pay Harris total license fees detailed in Schedule "B", which is not inclusive of any applicable taxes. The City of Santa Fe shall be responsible for the payment of any applicable duties and sales/consumption taxes. The fee structure and payment schedule is outlined in the attached Schedule "B". The License is subject to the full payment of the license fees.

(b) Except for any aspect of the license fee which is payable on the date that this License Agreement is executed, in which case the payment is due on the date of execution, during the term of this License Agreement City of Santa Fe shall have thirty (30) days after the date outlined in the payment schedule in Schedule "B" to pay Harris the applicable license fee.

ARTICLE V.
REMEDIES, LIABILITY AND INDEMNITY

Section 5.01 Remedies and Liability

(a) Termination of this License Agreement shall not affect any right of action of either party arising from anything which was done or not done, as the case may be, prior to the termination taking effect.

(b) The City of Santa Fe and Harris recognize that circumstances may arise entitling the City of Santa Fe to damages for breach or other fault on the part of Harris arising from this License Agreement. The parties agree that in all such circumstances the City of Santa Fe's remedies and Harris's liabilities will be limited as set forth below and that these provisions will survive notwithstanding the termination or other discharge of the obligations of the parties under this License Agreement.

(i) EXCEPT FOR DAMAGES ARISING OUT OF (a) HARRIS'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS, (b) HARRIS'S INTENTIONAL MISREPRESENTATION OR WILLFUL MISCONDUCT, OR (c) HARRIS'S INDEMNIFICATION OBLIGATIONS SET FORTH IN Section 5.03~~SECTION 5.03~~, BOTH PARTIES AGREE THAT HARRIS'S LIABILITY, IF ANY, FOR ANY DIRECT DAMAGES RELATING TO OR ARISING UNDER THIS LICENSE AGREEMENT SHALL NOT EXCEED IN THE AGGREGATE THE LICENSE FEES PAID TO HARRIS BY THE CITY OF SANTA FE IN CONNECTION WITH THIS LICENSE AGREEMENT.

(ii) IN ADDITION TO THE FOREGOING, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST REVENUE OR LOSS OF PROFITS, EVEN IF SUCH OTHER PARTY HAS

BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

(iii) CLAUSES (i) AND (ii) SHALL APPLY IN RESPECT OF ANY CLAIM, DEMAND OR ACTION BY A PARTY IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION UNDERLYING SUCH CLAIM, DEMAND OR ACTION, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT OR TORT.

Section 5.02 Intent

The parties hereby confirm that the waivers and disclaimers of liability, releases from liability, limitations and apportionments of liability, and exclusive remedy provisions expressed throughout this License Agreement shall apply even in the event of default, negligence (in whole or in part), strict liability or breach of contract of the person released or whose liability is waived, disclaimed, limited, apportioned or fixed by such remedy provision, and shall extend to such person's affiliates and to its shareholders, directors, officers, employees and affiliates.

Section 5.03 Intellectual Property Indemnity

(a) In the event there is a third party claim against City of Santa Fe alleging that City of Santa Fe's use of the Software in accordance with this License Agreement constitutes an infringement of a Canadian or United States' patent, copyright, trade-mark or trade secret or other intellectual property that is valid and enforceable in City of Santa Fe's jurisdiction, Harris shall, at its expense, defend and indemnify City of Santa Fe and pay any final judgment (including all damages awarded against City of Santa Fe) against City of Santa Fe or settlement agreed to by Harris on City of Santa Fe's behalf. This indemnity is only effective where (i) City of Santa Fe has not made any admissions or begun settlement negotiations either prior to or after providing notice to Harris of the applicable claim except with Harris's prior written consent, (ii) Harris has sole control of the defense of any claim or proceeding and all negotiations for its compromise or settlement; (iii) City of Santa Fe assists and provides information to Harris throughout the action or proceeding, and (iv) City of Santa Fe has not modified the Software in any manner whatsoever except with the prior written consent of Harris. Any breach by City of Santa Fe of its covenants under this Section 5.03 shall nullify this indemnity but not the sole right of Harris to have full and complete authority of the defense to defend such claim or proceeding and of all negotiations related therewith and the settlement thereof. In the event that the City of Santa Fe's use of the Software is finally held to be infringing or Harris deems that it may be held to be infringing, City of Santa Fe agrees that the only remedy available to it is that Harris shall be, at Harris's election, for Harris to: (1) procure for the City of Santa Fe the right to continue use of the Software; or (2) modify or replace the Software so that it becomes non-infringing.

(b) The foregoing states Harris's entire liability, and the City of Santa Fe's exclusive remedy, with respect to any claims of infringement of any copyright, patent, trade-mark, trade

secret or other property interest rights relating to the Software, or any part thereof or use thereof.

(c) City of Santa Fe may, at City of Santa Fe's sole cost and expense—which is outside the scope of this indemnity—retain counsel of its own choosing who shall be permitted to attend all settlement conferences and hearings or other court appearances (except where the court has specifically made an order against such attendance) related to the proceeding.

Section 5.04 Remedies

Where remedies are expressly afforded by this License Agreement, such remedies are intended by the parties to be the sole and exclusive remedies of the City of Santa Fe for liabilities of Harris arising out of or in connection with this License Agreement, notwithstanding any remedy otherwise available at law or in equity.

ARTICLE VI.
GENERAL

Section 6.01 Confidentiality

(a) Duty Owed to the City of Santa Fe -- The Confidentiality Article 6.01 is subject to the requirements and limitations of the New Mexico Inspection of Records Act ("IPRA") and the cases and the Attorney General Opinions and Letters. In the event of a conflict, the City shall comply at all times with IPRA. Harris acknowledges that it may receive information from the City of Santa Fe or otherwise in connection with this License Agreement. Except for information in the public domain, unless such information falls into the public domain by disclosure or other acts of the City of Santa Fe or through the fault of the City of Santa Fe, Harris agrees:

(i) to maintain this information in confidence;

(ii) not to use this information other than in the course of this License Agreement;

(iii) not to disclose or release such information;

(iv) not to disclose or release such information to any third person without the prior written consent of the City of Santa Fe, except for authorized employees or agents of Harris; and

(v) to take all reasonable actions, whether by instruction, agreement or otherwise, to ensure that third persons with access to the information under the direction or control or in any contractual privity with Harris, do not disclose or use, directly or indirectly, for any purpose other than for performing the Services during or after the term of this License Agreement, any material or information, including the information, without first obtaining the written consent of the City of Santa Fe.

(b) Duty Owed to Harris -- The parties agree that if the City of Santa Fe breaches any term of Section 2.03 or Section 2.04 then Harris shall have the right to terminate this License Agreement and the grant of Licenses herein forthwith without giving notice as set forth in Section 6.02(a).

Section 6.02 Termination

(a) If either party should fail to comply with its obligations under this License Agreement, the other party must notify the breaching party in writing of such default (a "Default Notice"). Upon receipt of a Default Notice, the breaching party must correct the default at no additional cost to the other party, or issue a written notice of its own disputing the alleged default, in either case within thirty (30) days immediately following receipt of a Default Notice. If the breaching party fails to correct the default, or issue a notice disputing the alleged default, in either case within ninety (90) days following receipt of the Default Notice, the other party may terminate the whole of this License Agreement.

(b) If City of Santa Fe has failed to pay the license fees in accordance with Article IV then Harris shall have the right to terminate the License and this License Agreement immediately without complying with Section 6.04.

Section 6.03 Procedure on Termination

(a) If this License Agreement is terminated prior to the Completion of Services, then within thirty (30) days following such termination, the City of Santa Fe shall either return to Harris or delete the Software from all of its locations (except as required under any statute related to retention requirements) and shall certify, under the hand of a duly authorized officer of the City of Santa Fe, that all copies of the Software or any part thereof, in any form, within the possession or control of the City of Santa Fe have either been returned to Harris or deleted.

(b) If this License Agreement is terminated following the Completion of Services, then the City of Santa Fe may retain the copy of the Software in its possession as of the Completion of Services. Notwithstanding the foregoing, the City of Santa Fe will remain subject to the obligations imposed upon it pursuant to this License Agreement with respect to the Software, including, but not limited to, such obligations relating to ownership of the Software and confidentiality and all of the restrictions on the City of Santa Fe as set out in Article II.

(c) Despite Subsection (d) below, all warranties related to the Software automatically terminate upon the termination of this License Agreement.

(d) The following sections and articles shall survive the termination of this License Agreement: Section 3.02, Section 3.04, Section 5.01, Section 5.02, Section 5.04, Article IV and Article VI.

Section 6.04 Mediation

Except where this License Agreement explicitly states that this Section does not apply, the parties agree to submit any claim, controversy or dispute arising out of or relating to this License Agreement or the relationship created by this License Agreement to non-binding mediation before bringing a claim, controversy or dispute in a court or before any other tribunal. The mediation is to be conducted by either an individual mediator or a mediator appointed by mediation services mutually agreeable to the parties. The mediation shall take in the City of Santa Fe, New Mexico; provided; however, in no event shall the mediation occur later than ninety (90) days after either party notifies the other of its desire to have a dispute be placed before a mediator. Such mediator shall be knowledgeable in software system agreements. The costs and expenses of mediation, including compensation and expenses of the mediator (and except for the attorneys fees incurred by either party), is to be shared by the parties equally. If the parties are unable to resolve the claim, controversy or dispute within ninety (90) days after the date either party provides the other notice of mediation, then either party may bring and initiate a legal proceeding to resolve the claim, controversy or dispute unless the time period is extended by a written agreement of the parties. Nothing in this Section shall inhibit a party's right to seek injunctive relief at any time.

Section 6.05 Addresses for Notice

Any notice required or permitted to be given to any party to this License Agreement shall be given in writing and shall be delivered personally, mailed by prepaid registered post or sent by facsimile to the appropriate address or facsimile number set out below. Any such notice shall be conclusively deemed to have been given and received on the day on which it is delivered or transmitted (or on the next succeeding business day if delivered or received by facsimile after 5:00 p.m. local time on the date of delivery or receipt, or if delivered or received by facsimile on a day other than a business day), if personally delivered or sent by facsimile or, if mailed, on the third business day following the date of mailing, and addressed, in the case of Harris, to:

N. HARRIS COMPUTER CORPORATION
1 Antares Drive, Suite 400
Ottawa, Ontario K2E 8C4
Attention: CEO
Telephone: 613-226-5511, extension 2149

and in the case of the City of Santa Fe, to:

801 W. San Mateo Street
Santa Fe, New Mexico 87505
Attention: Peter Ortega
Telephone: 505-955-4364

Each party may change its particulars respecting notice, by issuing notice to the other party in the manner described in this Section 6.05.

Section 6.06 Assignment

Neither party may assign any of its rights or duties under this License Agreement without the prior written consent of the other party, such consent not to be unreasonably withheld, except that either party may assign to a successor entity in the event of its dissolution, acquisition, sale of substantially all of its assets, merger or other change in legal status. The License Agreement shall inure to the benefit of and be binding upon the parties to this License Agreement and their respective successors and permitted assigns

Section 6.07 Reorganization

The City of Santa Fe acknowledges that the License fee set out in this License Agreement has been established on the basis of the structure of the City of Santa Fe as of the Effective Date. To the extent that the City of Santa Fe amalgamates, consolidates or undergoes any similar form of corporate Reorganization or transition (a "Reorganization"), and the resulting entity (whether or not the City of Santa Fe is the resulting or continuing entity) requires additional Licenses to support the system, Harris shall be entitled to receive, and the City of Santa Fe shall pay, an additional License fee based on the then prevailing License fee in effect. The provisions of this Section 6.07 shall apply to any subsequent Reorganizations occurring following the first Reorganization. The provisions of this Section 6.07 shall not apply where the City of Santa Fe undergoes a Reorganization involving only other City of Santa Fes that have already purchased a License from Harris only to the extent that the License is for the same Software. For purposes of this License Agreement, any corporate changes undergone by the City of Santa Fe will be characterized as either an assignment, in which case Section 6.06 will apply, or a Re-City of Santa Fe, in which case Section 6.07 will apply, but it is not intended that Section 6.06 and Section 6.07 will apply to any single sequence of events, if such application would result in a duplication of the fees provided for in those provisions.

Section 6.08 Entire Agreement

This License Agreement shall constitute the entire agreement between the parties hereto with respect to the License of the Software. The Information Technology Agreement between the City and Harris is a separate Agreement and is binding in its own right and upon their own terms.

Section 6.09 Section Headings

Section and other headings in this License Agreement are for reference purposes only, and are in no way intended to describe, interpret, define or limit the scope or extent of any provision hereof.

Section 6.10 Governing Law

Section 6.11 This License Agreement shall be governed by the laws of the State of New Mexico and the Ordinances of the City of Santa Fe.

Section 6.12 Invalidity

The invalidity or unenforceability of any provision or covenant contained in this License Agreement shall not affect the validity or enforceability of any other provision or covenant herein contained and any such invalid provision or covenant shall be deemed to be severable.

Section 6.13 Waiver

A term or condition of this License Agreement may be waived or modified only by written consent of both parties. Forbearance or indulgence by either party in any regard shall not constitute a waiver of the term or condition to be performed, and either party may evoke any remedy available under the License Agreement or by law despite such forbearance or notice.

Section 6.14 Counterparts

This License Agreement may be executed in counterparts (whether by facsimile signature, in an email PDF or otherwise), each of which when so executed shall constitute an original and all of which together shall constitute one and the same instrument.

Section 6.15 Further Assurances

The parties shall do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated hereby, and each party shall provide such further documents or instruments required by any other party as may be reasonably necessary or desirable to effect the purposes of this License Agreement and carry out its provisions.

Section 6.16 Allocation of Risk

City of Santa Fe acknowledges that the limited warranties, disclaimers and limitations of liability contained in this License Agreement set forth an allocation of risk reflected in the fees and payments due hereunder.

IN WITNESS WHEREOF the parties hereto have duly executed this License Agreement to be effective as of the date first written above.

N. HARRIS COMPUTER CORPORATION

Per: _____

Name: Peter Fanous
Title: Executive Vice President

N. HARRIS COMPUTER CORPORATION

Per: _____

Name: Aviva Cohen
Title Vice President, Finance

CITY OF SANTA FE:

DAVID COSS, MAYOR

11-26-13

DATE

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

CCmtg 11-13-13

APPROVED AS TO FORM:

for 10/21/13

GENO ZAMORA, CITY ATTORNEY

APPROVED:

11/26/13

MARCOS A. TAPIA,

FINANCE DIRECTOR

52201. 570850

Business Unit/Line Item

Schedule "A"
Description of Software

Software	License Type	Quantity
CIS Infinity	Concurrent User License	30
Infinity.Link	Site License – unlimited users	1
Infinity.Mobile	Site License – unlimited users	1

Required Programs for CIS Infinity Version 3

Application Server Operating System:
Windows Server 2008 or Higher with Microsoft Internet Information Service (IIS 7.5)

Database Server:
a) Windows Server 2008/2012 running Microsoft SQL Server 2008 or Higher or;
b) Windows Server 2008/2012 or Higher running Oracle 9 or Higher or;
c) Unix/Linux/AIX (any version) running Oracle 9 or Higher

Network: Widely accepted network infrastructure utilizing TCP/IP as its primary communication protocol.

Workstation Operating System: Windows XP or Higher (Vista, Windows 7, Windows 8)

Recommended Workstation Software:

a) Microsoft Office (Word/Excel) 2007 or Higher (2010/2013)
b) NET 4.0 Framework Installed

Optional Workstation Software:

ESRI MapObjects run time – used for GIS shape file integration (if applicable)

For Dynamics GP Integration
a) Dynamics GP 10/2010 and eConnect 10/2010 (API)
b) .NET Framework 3.5 or higher on the workstation running the Dynamics interface/eConnect

A comprehensive list of all optional workstation software cannot be provided; it is possible other workstation software may be required for specific client interfaces.

* All software must be running the latest recommended patches from the respective provider of such software.

User Permissions

Each user of CIS Infinity will require the following rights on the CIS Infinity folder on the network (for example:

\\cisappserver\CISInfinity - for Production

\\Cisappserver\CISTest - for Test

- Read
- Write
- Modify

Each user will require the following rights to the defined local CIS folder of the local workstation they are working from:

- Read
- Write
- Modify

Required Programs for Infinity.Link

Application Server Operating System:

a) Windows Server 2008 or Higher with Microsoft Internet Information Service (IIS 7.5)
b) .NET 4.x Framework Installed

Network: Widely accepted network infrastructure utilizing the TCP/IP as its primary communication protocol.

Supported browsers:

a) Latest versions of common browsers - Microsoft Internet Explorer 7.0, Mozilla Firefox, Google Chrome, Apple Safari
b) Any of the above browsers that are available on popular smartphones and tablets

* All software must be running the latest recommended patches from the respective provider of such software.

Internet payment processing and payment clearing is provided, at no extra license fee, for Infinity.Link and applicable CIS Infinity functionality via the Harris Payment Gateway. Any interface to another payment processing vendor is an additional fee of a minimum $30,000. This fee could be higher if development is required. An annual maintenance fee of 25% of this additional fee is required.

Required Programs for Infinity.Mobile

Application Server Operating System:

a) Windows Server 2008 or Higher with Microsoft Internet Information Service (IIS 7.5)
b) .NET 4.x Framework Installed

Network: Widely accepted network infrastructure utilizing the TCP/IP as its primary communication protocol.

Supported browsers:

a) Latest versions of common browsers - Microsoft Internet Explorer 7.0, Mozilla Firefox, Apple Safari
b) Any of the above browsers that are available on tablets

Schedule "B"
License Fees and Payment Schedule

License Fees

	Description	Quantity	Cost
License Fees	CIS Infinity – Concurrent User License	30	$275,000
	Infinity.Link – Site License	1	$40,000
	Infinity.Mobile – Site License	1	$30,000
	Gross Receipts Tax		$14,094
	Total License Fees		**$289,094**

Payment Schedule

Ref	Milestone	Amount
LP1	On execution of this Agreement (50%)	$144,547
LP2	On completion of final Discovery week (25%)	$72,273
LP3	On initial installation of CIS Infinity using the City of Santa Fe's specific data (25%)	$72,273
	TOTAL	**$289,094**

ITEM # 13-1139

EXHIBIT C TO THE INFORMATION TECHNOLOGY AGREEMENT BETWEEN THE CITY OF SANTA FE AND N. HARRIS COMPUTER CORPORATION

SUPPORT AND MAINTENANCE AGREEMENT

RECITALS

1. Harris owns the Software which has been licensed to City pursuant to a Software License Agreement;

2. The City wishes to receive support and maintenance services related to the Software;

3. Harris shall provide the support and maintenance services related to the Software;

4. The City and Harris are entering into three (3) separate agreements with each dealing with a separate aspect of the Software: a Software License Agreement, a Support and Maintenance Agreement and a Software Implementation Services Agreement.

NOW THEREFORE, in consideration of the mutual covenants set out in this support and maintenance agreement (the "Support and Maintenance Agreement") and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties agree as follows:

1. Unless otherwise defined herein, all defined terms used herein shall have the meaning ascribed to them in the Software License Agreement (the "License Agreement").

2. This Support and Maintenance Agreement is the exclusive statement of the entire support and maintenance agreement between Harris and City.

3. Harris shall provide software support primarily via telephone and electronic mail in addition to site visits only when necessary. The support services will be provided only during the hours of operation as described in Exhibit 2 hereto and which are in effect as of the Start Date (as defined below), as such services may, at Harris's sole discretion, be modified or supplemented from time to time. To enable Harris to provide effective support, the City will establish auto remote access procedures compatible with Harris's then current practices which may be revised over time.

4. This Support and Maintenance Agreement becomes effective the date the Software is installed (the "Start Date").

5. In consideration for the support services specified in Section 2, City shall pay the "Support and Maintenance Fee" as detailed in Exhibit 1 below, being approximately equal to 25% of the license fees paid. The Support and Maintenance Fee will be billed annually in advance but the initial Support and Maintenance Fee for the initial term is due six (6) months following the date on which this Support and Maintenance Agreement is executed and thereafter on the anniversary of the Start Date or on an alternative date mutually agreed to by both parties. If the City would like to match the annual invoicing

of the Support and Maintenance Fee to its fiscal year or any other period it may request, during the initial term of this Support and Maintenance Agreement, that Harris issue a prorated invoice for the portion of the year remaining during the initial term. Harris may change the Support and Maintenance Fee from time to time in relation to each renewal term but City shall only be billed once per year subject to the following: the Support and Maintenance Fee shall not increase for the first renewal term but thereafter the Support and Maintenance Fee will only rise by an amount equal to the Consumer Price Index as published by the Bureau of Labor Statistics for the most recent year prior to the date on which Harris provides its notice of the new Support and Maintenance Fee to City for each subsequent renewal term.

6. In addition to the Support and Maintenance Fee, City shall reimburse Harris for its direct expenses in providing support services ("Billable Fees") pursuant to this Support and Maintenance Agreement which include as of the Start Date:

(a) courier services, photocopying, faxing, long distance phone calls and reproduction services,

all reasonable travel costs including travel time to be capped at 6 hours per trip, $45 per diem meals in accordance with the City's Per Diem and Mileage Policy and the New Mexico Department of Finance and Administration's Regulations Governing the Per Diem and Mileage Act. Harris shall be responsible for paying all taxes, fees, assessments and premiums of any kind payable on its employees and operations.

and all other pre-approved by the City in writing expenses incurred in the performance of Harris's duties hereunder.

7. Harris shall supply all Upgrades to City at no additional charge other than the payment of the Support and Maintenance Fee. Upgrades may require additional services to be performed by Harris outside of the scope of those services provided by Harris as described in Section 8 including additional training not covered by the Software Implementation Services Agreement and professional services for the installation and implementation of the Upgrade that will be subject to Harris's then-prevailing policies, terms and Billable Fees related to pricing and hourly rates.

8. All Updates of the Software and all those services listed in Exhibit 2 which are included as part of City 's Software support will be made available to City at no additional charge other than the payment of the Support and Maintenance Fee.

9. All payments hereunder shall be in U.S. dollars and shall be net of any taxes, tariffs or other governmental charges. Harris shall be responsible for paying all taxes, fees, assessments and premiums of any kind payable on its employees and operations. Any tax Harris may be required to collect or pay upon the sale, use or delivery of the support and maintenance services described in this Support and Maintenance Agreement shall be paid by City and such sums shall be due and payable to Harris upon receipt of an invoice therefore. Any taxes levied in relation to the services required for a Release shall be paid by City .

10. The initial term of this Support and Maintenance Agreement shall be for one year beginning on the Start Date or as the initial term has been modified pursuant to Section 5. Thereafter, this Support and Maintenance Agreement shall automatically renew for the first three renewal terms on an annual basis unless the City provides 30 days' notice prior to the end of the initial term and any applicable renewal term. This Support and Maintenance Agreement shall automatically expire following the third renewal term and each renewal term thereafter unless the City provides its 30 days' notice of its intent to renew in writing prior to the anniversary of such date. City shall pay the then prevailing Support and Maintenance Fee in advance for each term of the Support and Maintenance Agreement. The termination of this Support and Maintenance Agreement by City shall not affect the License or the Software License Agreement. Harris shall neither refund any Support and Maintenance Fees nor any Billable Fees if this Support and Maintenance Agreement is terminated. City acknowledges that if this Support and Maintenance Agreement is terminated, then it will not be eligible to receive the benefits of this Support and Maintenance Agreement including the right to Releases or to access the source code in escrow upon the occurrence of any Event of Default.

11. Title to and ownership of all proprietary rights in the Releases and all related proprietary information supplied by Harris in providing the services pursuant to this Support and Maintenance Agreement shall at all times remain with Harris, and City shall acquire no proprietary rights by virtue of this Support and Maintenance Agreement.

12. Harris and the City shall have the right to terminate this Support and Maintenance Agreement immediately if:

    (a) Either party attempts to assign this Support and Maintenance Agreement or any of its rights hereunder, or undergoes a City , without complying with the License Agreement; or

    (b) City has not paid an invoice within thirty (30) days of the start of a renewal term that the City has provided a notice of intent to renew.

13. Unless otherwise agreed to by the parties, all notices required hereunder shall be made in accordance with the provisions of the License Agreement.

14. Either party's lack of enforcement of any provision in this Support and Maintenance Agreement in the event of a breach by the other shall not be construed to be a waiver of any such provision and the non-breaching party may elect to enforce any such provision in the event of any repeated or continuing breach by the other.

15. The parties agree that the terms and conditions contained herein shall prevail notwithstanding any variations on any orders, e-mails or other correspondence submitted by City.

16. The particular provisions of this Support and Maintenance Agreement shall be deemed confidential in nature and neither City nor Harris shall divulge any of its provisions as set forth herein to any third party except as may be required by law, specifically as

required by the New Mexico Inspection of Public Records Act, which Harris and the City agree shall control in the event of a conflict.

17. (a) Termination of this Support and Maintenance Agreement shall not affect any right of action of either party arising from anything which was done or not done, as the case may be, prior to the termination taking effect.

(b) The City and Harris recognize that circumstances may arise entitling the City to damages for breach or other fault on the part of Harris arising from this Support and Maintenance Agreement. The parties agree that in all such circumstances the City 's remedies and Harris's liabilities will be limited as set forth below and that these provisions will survive notwithstanding the termination or other discharge of the obligations of the parties under this Support and Maintenance Agreement.

1. EXCEPT FOR DAMAGES ARISING OUT OF (a) EITHER PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS, (b) HARRIS'S INTENTIONAL MISREPRESENTATION OR WILLFUL MISCONDUCT, (c) INJURY OR DEATH TO PERSONS OR (d) DAMAGE TO TANGIBLE OR REAL PROPERTY, BOTH PARTIES AGREE THAT HARRIS'S LIABILITY, IF ANY, FOR ANY DAMAGES RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID TO HARRIS BY THE CITY OF SANTA FE IN CONNECTION WITH THIS AGREEMENT DURING THE PRECEDING TWELVE MONTH PERIOD IN WHICH THE CLAIM IS MADE.

2. IN ADDITION TO THE FOREGOING, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST REVENUE, LOSS OF DATA OR LOSS OF PROFITS, EVEN IF SUCH OTHER PARTY HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

(d) CLAUSES (i) AND (ii) SHALL APPLY IN RESPECT OF ANY CLAIM, DEMAND OR ACTION BY A PARTY IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION UNDERLYING SUCH CLAIM, DEMAND OR ACTION, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT OR TORT.

18. The parties hereby confirm that the waivers and disclaimers of liability, releases from liability, limitations and apportionments of liability, and exclusive remedy provisions expressed throughout this Support and Maintenance Agreement shall apply even in the event of default, negligence (in whole or in part), strict liability or breach of contract of the person released or whose liability is waived, disclaimed, limited, apportioned or fixed by such remedy provision, and shall extend to such person's affiliates and to its shareholders, directors, officers, employees and affiliates. The liability of each party under this Support and Maintenance Agreement is in relation to the specific services provided for explicitly under this Support and Maintenance and is not in relation to any

services provided under the Information Technology Agreement entered into coincidentally with this Support and Maintenance Agreement.

19. Where remedies are expressly afforded by this Support and Maintenance Agreement, such remedies are intended by the parties to be the sole and exclusive remedies of the City for liabilities of the Harris arising out of or in connection with this Support and Maintenance Agreement, notwithstanding any remedy otherwise available at law or in equity.

20. The City may, at City 's option, enter into an escrow arrangement with Harris. Upon the City 's request:

    (i) City shall be presented with the standard escrow beneficiary enrolment document for participation in Harris's source code escrow arrangement with an escrow agent (the "**Escrow Arrangement**").

    (ii) By entering into this Escrow Arrangement, the City shall have all the rights as stipulated in the escrow agreement together with those rights which are more specifically outlined in Schedule "A", Escrow Terms, which shall form part of this Support and Maintenance Agreement in accordance with the terms of Schedule "A".

21. Applicable Law. The laws of the State of New Mexico shall govern this Agreement. Venue shall be proper only in a New Mexico court of competent jurisdiction in the county where the City's main office is located. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all such.

22. This Support and Maintenance Agreement may not be assigned by the City or Harris unless, pre-approved in writing by the other party concurrently with any such assignment, and further unless the City assigns its rights under, and complies with the provisions of the License Agreement or where such assignment is permitted in the Information Technology Agreement.

23. This Support and Maintenance Agreement shall be binding upon the successors and assigns of the parties and enure to the benefit of the successors and permitted assigns of the parties.

24. The invalidity or unenforceability of any provision or covenant contained in this Support and Maintenance Agreement shall not affect the validity or enforceability of any other provision or covenant herein contained and any such invalid provision or covenant shall be deemed to be severable.

25. This Support and Maintenance Agreement may be executed in counterparts (whether by facsimile signature or in PDF format via e-mail or otherwise), each of which when so executed shall constitute an original and all of which together shall constitute one and the same agreement.

Schedule "A"

Escrow Terms

Where the City has agreed to be a beneficiary of the Escrow Agreement (as defined below) by entering into the Escrow Arrangement, the following sections shall apply to the Support and Maintenance Agreement upon the execution of the Escrow Arrangement.

(a) Harris and Lincoln-Parry (the "**Escrow Agent**") have entered into an escrow agreement (the "**Escrow Agreement**"). The Source Code is provided by Harris to the Escrow Agent pursuant to the terms of this Agreement. The City has a right to the Source Code pursuant to the provisions of this Schedule and the Escrow Agreement as it has agreed to participate in the Escrow Arrangement and is a beneficiary because the City has completed the Escrow Arrangement document. Harris agrees that if an "Event of Default" occurs, then the City shall have the right to one copy of the most current version of the Source Code for the affected Software and associated Documentation.

(b) An **Event of Default** is defined as and shall be deemed to have occurred if Harris: (1) ceases to market or make available maintenance or support services for the Software during a period in which the City is entitled to receive or to purchase, or is receiving or purchasing, such maintenance and support and Harris has not promptly cured such failure despite the City 's demand that Harris make available or perform such maintenance and support, (2) becomes insolvent, executes an assignment for the benefit of creditors, or becomes subject to bankruptcy or receivership proceedings, and it continues to be subject to bankruptcy proceedings ninety (90) days following either its application into bankruptcy protection or the commencement of such proceedings, or (3) has transferred all or substantially all of its assets or obligations set forth in this Agreement to a third party which has not assumed all of the obligations of Harris set forth in this Agreement.

(c) Harris will promptly and continuously update and supplement the Source Code as necessary with all corrections, improvements, updates, releases, or other changes developed for the Software and Documentation. Such Source Code shall be in a form suitable for reproduction and use and shall consist of a full source language statement of the program or programs comprising the Software.

(d) The governing License for the Software includes the right to use Source Code received under this Schedule as necessary to modify, maintain, and update the Software but for no other purposes outside the normal business operations of the City .

(e) The termination of the Support and Maintenance Agreement shall immediately end the City's rights as a beneficiary under the Escrow Agreement and Escrow Arrangement, as applicable.

(f) This Schedule "A" shall form part of the Support and Maintenance Agreement

only where an Escrow Arrangement is entered into by the parties. The Escrow Agreement provides that either the Escrow Agent or Harris will annually send notices to the City of the Escrow Agent's continued possession of the Source Code and will also state the activity related to the Source Code provided to the Escrow Agent by Harris for the previous year. The Escrow Agreement cannot be terminated without the consent of each beneficiary (licensee) of the Escrow Agreement.

Exhibit 1
Annual Support and Maintenance Fee

Year 1 Support and Maintenance Fees: $68,750 Total

CIS Infinity	$51,250
Infinity.Link	$10,000
Infinity.Mobile	$7,500

Exhibit 2

Standard Support and Maintenance Services – Standard Guidelines

The purpose of this Exhibit 2 is to provide our customers with information on our standard coverage, the services which are included as part of your annual software support, a listing of call priorities, an outline of our escalation procedures and other important details.

Harris reserves the right to make modifications to this document as required; provided, however, Harris shall not reduce the scope of support provided hereunder without the prior consent of the City .

The services listed below are services that are included as part of your software support.

- 800 Toll Free Telephone support
- Software for Life
  - Guaranteed Support on your existing applications for life
  - Scheduled assistance for installations, upgrades and other special projects (there may be charges depending on the scope of work)
- Technical troubleshooting and issue resolution
- E-mail support call logging and notification
- eSupport access 24 x 7 with the following on-line benefits:
  - Log and close calls
  - View and update calls
  - Update contact information
  - Access published documentation
  - Access available downloads
  - Access Support knowledge base
  - Participate in Discussion Forums
- Standard software releases and updates
  - Defect corrections (as warranted)
  - Planned enhancements
  - State and/or Federal mandated changes (charges may exist depending on scope)
  - Participation in beta program
  - Release notes
- Customer Care Program
  - Quarterly News Letter with support tips
  - Technical support bulletins
  - Communication on new products and services
  - On-site visits (as required)
- Design review for potential enhancements or custom modifications
- Ability to attend the annual customer conference (attendance fees apply)

Help Desk Hours
Our standard hours of support are from 8:00 a.m. EST to 8:00 p.m. EST, Monday to Friday, excluding designated statutory holidays. After hours telephone support is available from 8:00 p.m. EST through to 8:00 a.m. EST. Weekend and holiday assistance is available and must be scheduled in advance and in most cases is billable.

Response Times

Response times will vary and are dependent on the priority of the call. We do our best to ensure that we deal with incoming calls in the order that they are received, however calls will be escalated based on the urgency of the issue reported. Our response time guidelines are as follows:

Priority 1: 1 - 4 hours

Priority 2: 1 - 8 hours

Priority 3: 1 - 24 hours

Call Priorities

In an effort to assign our resources to incoming calls as effectively as possible, we have identified three types of call priorities, 1, 2 and 3. A Priority 1 call is deemed by our support staff to be an Urgent or High Priority call, Priority 2 is classified as a Medium Priority and Priority 3 is deemed to be a Low Priority. The criteria used to establish guidelines for these calls are as follows:

Priority 1 – High

- System Down (Software Application, Hardware, Operating System, Database)
- Inability to process bills
- Program errors without workarounds
- Aborted postings or error messages preventing data integration and update
- Performance issues of severe nature impacting critical processes

Priority 2 - Medium

- System errors that have workarounds
- Reports calculation issues
- Printer related issues (related to interfaces with our software and not the printer itself)
- Security issues
- Hand-held issues not preventing billing
- Performance issues not impacting critical processes
- Usability issues
- Workstation connectivity issues (Workstation specific)

Priority 3 - Low

- Report formatting issues
- Training questions, how to, or implementing new processes
- Aesthetic issues
- Issues with workarounds
- Recommendations for enhancements on system changes
- Questions on documentation

Call Process

All issues or questions reported to support are tracked via a support call, our support analysts cannot provide assistance unless a support call is logged. Our current process for logging calls includes the following: eSupport (via website), email, phone and fax.

- Your call must contain at a minimum: your City name, contact person, software product and version, module and/or menu selection, nature of issue, detailed description of your question or issue and any other information you believe pertinent.

- Our support system or one of our support analysts will provide you with a call ID to track your issue and your call will be logged into our support tracking database.

- Your call will be stored in a queue and the first available support representative will be assigned to deal with your issue.

- As the support representative assigned to your call investigates your issue, you will be contacted and advised as to where the issue stands and the course of action that will be taken for resolution. If we require additional information, you will be contacted by the assigned support representative to supply the information required.

- All correspondence and actions associated with your call will be tracked against your call in our support database. At any time, if available to you, you may log onto our website to see the status of your call.

- Once your call has been resolved, you will receive an automated notification by email that your call has been closed. This email will contain the entire event history of the call from the time the call was created and leading up to the resolution of the call. You also have the option of viewing both your open and closed calls, if available to you, via our website.

- If your issue needs to be escalated to a development resource or programmer for resolution, your issue will be logged into our development tracking database and you will be provided with a separate ID number to track the progress of the issue. At this time, your support call will be closed and replaced by the development ID number. The development ID number will remain open until your issue has been completely resolved. Issues escalated to development will be scheduled for resolution and may not be resolved

immediately depending on the nature and complexity of the issue.

- Contact the support department at your convenience for a status update on your development issues, or log onto our website (if available to you) to view your issues on-line.

Escalation Process

Our escalation process is defined below. This process has been put in place to ensure that issues are being dealt with appropriately. If at any time you are not completely satisfied with the resolution of your issue, you are encouraged to escalate with the support department as follows:

Level 1: Contact the support representative working on your issue

Level 2: Contact the support supervisor or group lead

Level 3: Contact the Director of Support

Level 4: Contact the Vice President of Operations

Level 5: Contact the Executive Vice President

Holiday Schedule

Below is a listing of statutory holidays. Please note that support services will be closed on designated days as outlined below.

New Year's Day	Closed
President's Day	Closed
Memorial Day	Closed
Independence Day	Closed
Labor Day	Closed
Thanksgiving	Closed
Christmas Eve	Early Closure
Christmas Day	Closed
New Year's Eve	Early Closure

Billable Support Services

The services listed below are services that are out of scope of your support and maintenance agreement and are therefore considered billable services.

- Extended telephone training
- Forms redesign or creation (includes Bill Prints, Notice Prints and Letters)
- Setup and changes to interfaces or creation of new interface
- Setup of new services or changes to services (PAP, ACH, etc.)
- File imports/exports
- Custom modifications (reports, bills, forms, reversal of customizations)
- Setting up additional companies / agencies / tokens / general ledgers
- Data conversions / global modification to setup table data
- Database maintenance, repairs and optimization
- Installations / re-installations (workstations, servers)

Test Databases and Environments

We support customers in the maintenance of independent test environments for testing purposes. This allows customers the opportunity to test fixes, modifications, new business processes and/or scenarios without risking any potentially unwanted changes to the live environment.

Connection Methods

To ensure we can effectively support our clients, we require that a communication link is established and maintained between our two sites. It is the City 's responsibility to ensure the connection is valid at your location so that we can connect to your site and resolve any issues. Our supported methods of connection are: Direct internet, Virtual Private Network (VPN), Remote Access Server (RAS), Direct Connection (modem) and Terminal Services (a backup connection may be required for file transfers) however; Harris will work with the client to establish a mutually agreeable remote connection policy.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

N. HARRIS COMPUTER CORPORATION

Per: _____

Name Peter Fanous
Title: Executive Vice President

N. HARRIS COMPUTER CORPORATION

Per: _____

Name: Aviva Cohen
Title Vice President, Finance

CITY OF SANTA FE:

_____

DAVID COSS, MAYOR

11-26-13

DATE

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
CCMtg 11-13-13

APPROVED AS TO FORM:

GENO ZAMORA, CITY ATTORNEY 10/21/13

APPROVED:

11/26/13

MARCOS A. TAPIA,

FINANCE DIRECTOR

52201. 570850

Business Unit/Line Item

ITEM # 15-0460

AMENDMENT No. 1 TO THE CITY OF SANTA FE INFORMATION TECHNOLOGY AGREEMENT

AMENDMENT No. 1 (the "Amendment") to the City of Santa Fe Information Technology Agreement dated November 13, 2013 (the "Agreement"), between the City of Santa Fe (the "City") and N. Harris Computer Corporation. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide billing system support and maintenance services to the City of Santa Fe.

B. Pursuant to Article 25 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 2 of the Agreement is amended to include Exhibit "D –CO#1" and Exhibit "E-CO#2" which is attached hereto and incorporated herein.

2. PAYMENT:

Article 3, paragraph B of the Agreement is amended to increase the amount of compensation by a total of nineteen thousand five hundred dollars ($19,500) plus applicable gross receipts tax, so that Article 3, paragraph B reads in its entirety as follows:

A. The total compensation under this Agreement shall not exceed one

million fifty two thousand nine hundred seventy six dollars ($1,052,976) including NM gross receipts tax in accordance with the Payment Schedule B, attached to Exhibit A, D and E.

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 Agreement as of the dates set forth below.

CITY OF SANTA FE:

BRIAN K. SNYDER, CITY MANAGER

Date: 6-10-15

CONTRACTOR:

NAME & TITLE (PETER FANOUS, EVP)

Date: May 22/15

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

6/1

KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED: 6-8-2015

OSCAR RODRIGUEZ, FINANCE DIRECTOR

52201.570850
Business Unit/Line Item

ADVANCED™
UTILITY SYSTEMS
a Division of N. Harris Computer Corporation

City of Santa Fe

CIS Infinity Change Order

Date: Apr-20-2015

Change ID: Change Order # 1

Description: Out of Scope Mod – GIS Service Address Verification and Validation CW96100

Exhibit "D"

Authorization

Advanced Utility Systems is authorized to proceed with the change for Client.

Project Role	Team Member	Signature / Date of Signature
Santa Fe Project Manager	Diana Catanach/Maxine Sandoval	
		Date:
(Other)		
Advanced Project Manager	Jeff Bissonnette	*Jeff Bissonnette*
		Date: November 19, 2014

Introduction

The City of Santa Fe (Santa Fe) and Advanced Utility Systems Corporation (Advanced) entered into a Purchase License Agreement (the Agreement) on November 11, 2013. The Software License and Implementation Agreement Exhibit A, Article IV, and Task 1 of the Scope of Work provides that any changes to the project which impact project schedules, costs, resources and risk must go through a clearly defined Charge Order Process. Based on that provision, Advanced presents the following Change Order to Santa Fe.

Scope

A change order is required for the following out of scope modification. As per the Interface Discovery discussion with Virginia, Santa Fe would like to proceed with the development of a Master Address Interface that is outside of the current scope of work.

Change Details

The purpose of this interface is to keep the addresses in CIS and GIS in sync, given the fact that GIS will be Santa Fe's system of reference for service addresses.

The addresses will be created in GIS and then imported in the CIS Address lookup table (CON216). When a new service address (account) is created in CIS, or changes are made to an existing service address, the address is validated against the addresses imported in the Address Lookup table from GIS.

We are estimating the effort to be 40 hours at a rate of $150 per hour = $6000

Estimate of Hours / Costs *

a) Requirement	b) Hours	c) Cost ($USD)
OUT OF SCOPE – GIS Service Address Verification and Validation	40 hours at rate of $150/hour	$6000
Total		$6000

* Net of applicable taxes and associated expenses

ADVANCED
UTILITY SYSTEMS

City of Santa Fe

CIS Infinity Change Order

Date: Apr-20-2015

Change ID: Change Order # 2

Description: Out of Scope Modifications – Meter Reading Interface with New Badger AMI System and Beacon System Interaction

Exhibit "E"

Authorization

Advanced Utility Systems is authorized to proceed with the change for Client.

Project Role	Team Member	Signature / Date of Signature
Santa Fe Project Manager	Diana Catanach/Maxine Sandoval	
		Date:
Advanced Project Manager	Jeff Bissonnette	Jeff Bissonnette
		Date: March 23, 2015

Introduction

The City of Santa Fe (Santa Fe) and Advanced Utility Systems Corporation (Advanced) entered into a Purchase License Agreement (the Agreement) on November 11, 2013. The Software License and Implementation Agreement Exhibit A, Article IV, and Task 1 of the Scope of Work provides that any changes to the project which impact project schedules, costs, resources and risk must go through a clearly defined Charge Order Process. Based on that provision, Advanced presents the following Change Order to Santa Fe.

Scope

The City of Santa Fe will be implementing a new Badger AMI wireless remote meter reading system which will require the creation of a new interface to CIS Infinity along with data interaction to the new Beacon system. The request is logged via CustomerWise ticket # 102697. This Change Order outlines the details and work effort to create and implement these items.

Change Details

The new Badger AMI wireless remote meter reading system will contain much of the data currently used with the existing Badger meter read file. The City has identified they will be using the format of Badger Plus. This format has been provided to Advanced Utility. The important differences are:

- The inclusion of latitude and longitude references. Currently the City of Santa Fe is not using this functionality within Infinity but will move to using this with the new meter system.
- The functionality of storing longitude and latitude exists within Infinity with no modifications required.
- Other fields required by the new meter reading system – i.e. tamper code, trouble code and read code, are used within the existing the Badger meter reading interface.
- The existing functionality of generating the new Badger interface will be the same as the existing Badger interface.

Additionally, new processes will be configured using existing Advanced Interface Manager (AIM) functionality to interact with the Beacon system.

The first new process to be configured will allow for exporting of key customer/account/meter data elements into a CSV file for consumption by the Beacon system. This process will be configured in such a way to allow for exporting of an entire cycle or one or more books in a particular cycle.

The second new process to be configured will allow for importing of meter change information. This process will read in a CSV file from the Beacon system and process each record to perform a meter change. Specifically:

- Recording (from the file) the meter exchange date and final (removal) read for the old meter
- Adding the new meter to the account including recording the install date and the initial read.

- As part of the Badger meter replacement process, CIS Infinity will provide a data dump to Badger for loading into the Beacon system.
- This data extract will contain the existing Badger customers that need to have the meter replaced.

- The extract will contain the following fields:

Field	FieldType
PMI Unique Identifier	integer
Start Time	datetime
Before Photo	image
Old Meter Number	text
Out Read	integer
Out Read Photo	Image
Old Transmitter	text
Meter Size/Type	text
New Meter	text
New Transmitter	text
Meter Photo	image
Flow Check	Y/N
Area Clean	Y/N
Transmitter Mount	Y/N
Lid Secure	Y/N

GPS	text
Lid Photo	image
Installer	text
Install Notes	text
End Time	datetime

- These fields are available within Infinity and are able to be extracted via existing AIM interface functionality.
- This data will be loaded into the Beacon application and used to identify meters to be changed.
- The Beacon tool will also provide the final reads from the changed meters – these will be loaded into Infinity via the meter exchange interface – standard AIM functionality.
- Using standard Infinity AIM functionality, the meter read loading file will be configured within Infinity for the new Badger meters.
- These specifications have been provided by City of Santa Fe.

The estimate for this work effort is 90 hours at a rate of $150 per hour = $13,500.00.

Payment in full is due upon signing through the existing invoicing procedure.

Estimate of Hours / Costs *

a) Requirement	b) Hours	c) Cost ($USD)
New Meter Reading Interface to Badger AMI System	40 hours @ $150/hour	$6,000.00
New Beacon system Interaction with CIS	50 hours @ $150/hour	$7,500.00
Total	90 hours	$13,500.00

* Net of applicable taxes and associated expenses

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 N Harris Computer Corp

3 Complete information requested

☐ Plus GRT

☑ Inclusive of GRT

Original Contract Amount: $1,033,476.00

Termination Date: November 13, 2017

☑ Approved by Council Date: November 13, 2013

☐ or by City Manager Date:

Contract is for: billing system

Amendment # 1 to the Original Contract# 13-1138

Increase/(Decrease) Amount $ 1033476

Extend Termination Date to: na

☐ Approved by Council Date:

☑ or by City Manager Date: Pending

Amendment is for: Increase comp and scope

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

☐ Plus GRT

☑ Inclusive of GRT

Amount $ 1,033,476.00 of original Contract# 131138 Termination Date: 11/13/2017

Reason: billing system

Amount $ 19,500.00 amendment # 1 Termination Date: NA

Reason: scope and comp

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: $ 1,052,976

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

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

RFP# _____ Date: November 26, 2013

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other _____

6 **Procurement History:** Year 2 of 4
example: (First year of 4 year contract)

7 **Funding Source:** water ubs **BU/Line Item:** 52201.57085

8 **Any out-of-the ordinary or unusual issues or concerns:**
none
(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** 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:

Budget available to segregate the amendment - 6/3/15

m

City of Santa Fe, New Mexico

BUSINESS LICENSE

City Of Santa Fe
PO BOX 909
Santa Fe NM, 87504

THIS BUSINESS IS IN COMPLIANCE WITH THE CITY OF SANTA FE LIVING WAGE ORDINACE, §28-1 SFCC 1987

Official Document
Please Post

Business Name: **ADVANCED UTILITY SYSTEMS**

Location: **LINCOLN AVE**

Class: **BUSINESS REGISTRATION-STANDARD PSA W/CTY**

Comment:

Control Number: 0063973

License Number: 15-00129788

Issue Date February 05, 2015

Expiration Date December 31, 2015

ADVANCED UTILITY SYSTEMS
10550DEERWOOD PARK BLVD STE700

JACKSONVILLE FL 32256

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 TRANSFERABLE TO OTHER BUSINESSES OR PREMISES.

CERTIFICATE OF INSURANCE

NAMED INSURED

CONSTELLATION SOFTWARE INC. and
N. HARRIS COMPUTER CORPORATION
1 ANTARES DRIVE, SUITE 400
OTTAWA, ON K2E 8C4

CERTIFICATE HOLDER

CITY OF SANTA FE
801 W. SAN MATEO
SANTA FE, NM 87504

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.

INSURANCE COMPANIES AFFORDING COVERAGE

COMPANY **A** Zurich Insurance Company Ltd. *(AM Best rating A+)*

COMPANY **B** Liberty Insurance Corporation *(AM Best rating A)*

COMPANY **C**

COMPANY **D**

COMPANY **E** Zurich American Insurance Company *(AM Best rating A+)*

COVERAGES

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 ARE IN U.S. DOLLARS UNLESS INDICATED OTHERWISE.
LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	CO LTR	POLICY NUMBER	POLICY EFFECTIVE DATE (YYYY/MM/DD)	POLICY EXPIRATION DATE (YYYY/MM/DD)	LIMITS OF LIABILITY	
COMMERCIAL GENERAL LIABILITY OCCURRENCE BASIS INCLUDING: PRODUCTS AND COMPLETED OPERATIONS CROSS LIABILITY / SEVERABILITY OF INTERESTS / BLANKET CONTRACTUAL LIABILITY PERSONAL INJURY $1,000,000 LIMIT, ADVERTISING LIABILITY $1,000,000 LIMIT TENANT'S LEGAL LIABILITY $1,000,000 LIMIT, MEDICAL EXPENSES $25,000 LIMIT WAIVER OF SUBROGATION WHERE REQUIRED BY WRITTEN CONTRACT	E	GLO8249874	2014/09/27	2015/09/27	$ 1,000,000 $ 10,000,000 $ 1,000,000	EACH OCCURRENCE GENERAL AGGREGATE PRODUCTS – COMPLETED OPERATIONS AGGREGATE
AUTOMOBILE LIABILITY - NON-OWNED & HIRED	E	BAP8249865	2014/09/27	2015/09/27	$ 1,000,000	EACH OCCURRENCE
UMBRELLA LIABILITY	A	8838706	2014/09/27	2015/09/27	$ 14,000,000	PER OCCURRENCE & IN THE AGGREGATE
NOT APPLICABLE						
NOT APPLICABLE						
NOT APPLICABLE						
NOT APPLICABLE						
NOT APPLICABLE						
WORKERS COMPENSATION & EMPLOYER'S LIABILITY ***WC - STATUTORY LIMITS*** INCLUDING WAIVER OF SUBROGATION WHERE REQUIRED BY WRITTEN CONTRACT EXCLUDING THE STATES OF KENTUCKY, NEW HAMPSHIRE, NEW JERSEY	B	WC7-B71-170802	2014/09/27	2015/09/27	$ 1,000,000	E.L.: -EACH ACCIDENT -EACH DISEASE/ EMPLOYEE -DISEASE POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / SPECIAL PROVISIONS:

BROKER
The CG&B Group, part of Arthur J. Gallagher Canada Limited
120 South Town Centre Blvd.
Markham, ON L6G 1C3

CANCELLATION
Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavour to mail 30 days written notice to the certificate holder named above. Failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives

SIGNATURE OF AUTHORIZED REPRESENTATIVE



PRINT NAME
SHEHNAZ ANDANI

DATE (YYYY/MM/DD)
2015/05/14

ITEM # 15-0856

CITY OF SANTA FE
AMENDMENT No. 2 TO
PROFESSIONAL SERVICES AGREEMENT

AMENDMENT No. 2 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated November 13, 2013 (the "Agreement"), between the City of Santa Fe (the "City") and N. Harris Computer Corporation. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City whichever occurs last.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide professional services to the City of Santa Fe.

B. Pursuant to Article 25 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 2 of the Agreement is amended to include the scope described in Exhibit "F –CO#3" and Exhibit "G-CO#4", attached hereto and incorporated herein.

2. PAYMENT:

Article 3, paragraph B of the Agreement is amended to increase the amount of compensation by a total of one hundred sixty nine thousand five hundred dollars ($169,500) inclusive of gross receipts tax, so that Article 3, paragraph B reads in its entirety as follows:

B. The total compensation under this Agreement shall not exceed one

million two hundred twenty two thousand four hundred seventy six dollars ($1,222,476) inclusive of gross receipts tax in accordance with the Payment Schedule, attached to Exhibits A-G.

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:

JAVIER M. GONZALES, MAYOR

DATE: 9-1-15

CONTRACTOR:
N. HARRIS COMPUTER CORP.

NAME & TITLE PETER FANOVS, EVP

DATE: 9-22-15

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
CC mtg. 8/26/15

APPROVED AS TO FORM:

7/13
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED: 8-28-2015

OSCAR RODRIGUEZ, FINANCE DIRECTOR

52201.570850
Business Unit/Line Item

ADVANCED
UTILITY SYSTEMS

City of Santa Fe

CIS Infinity Change Order

Date: May-19-2015

Change ID: Change Order # 3

Description: Out of Scope Mod – Project Extension to July 2015 v1.1

Exhibit "F"

Authorization

Advanced Utility Systems is authorized to proceed with the change for Client.

Project Role	Team Member	Signature / Date of Signature
Santa Fe Project Manager	Diana Catanach	
		Date: 6/9/2015
Advanced Project Manager	Jeff Bissonnette	Jeff Bissonnette
		Date: April 8, 2015

Introduction

The City of Santa Fe (Santa Fe) and Advanced Utility Systems Corporation (Advanced) entered into a Purchase License Agreement (the Agreement) on November 11, 2013. The Software License and Implementation Agreement Exhibit A, Article IV, and Task 1 of the Scope of Work provides that any changes to the project which impact project schedules, costs, resources and risk must go through a clearly defined Charge Order Process. Based on that provision, Advanced presents the following Change Order to Santa Fe.

Scope

Based on Project delays for various reasons, Advanced agreed to add 320 hours at no charge to Santa Fe to extend the Go-Live date to July 6, 2015.

Change Details

Please reference PDF document "City of Santa Fe Response – April 8 2015" for CO details and assumptions.

Estimate of Hours / Costs *

a) Requirement	b) Hours	c) Cost ($USD)
Project Extension to July 6, 2015	320 hours @ $150/hour	No charge
Total		No charge

* Net of applicable taxes and associated expenses

ADVANCED
UTILITY SYSTEMS

City of Santa Fe

CIS Infinity Change Order

Date: Jul-06-2015

Change ID: Change Order # 4

Description: Project Extension to September 2015

Exhibit "G"

Authorization

Advanced Utility Systems is authorized to proceed with the change for the City of Santa Fe.

Project Role	Team Member	Signature / Date of Signature
Santa Fe Project Manager	Diana Catanach	
		Date:
Advanced Project Manager	Jeff Bissonnette	*Jeff Bissonnette*
		Date: July 6, 2015

Introduction

The City of Santa Fe (Santa Fe) and Advanced Utility Systems Corporation (Advanced) entered into a Purchase License Agreement (the Agreement) on November 11, 2013. The Software License and Implementation Agreement Exhibit A, Article IV, and Task 1 of the Scope of Work provides that any changes to the project which impact project schedules, costs, resources and risk must go through a clearly defined Charge Order Process. Based on that provision, Advanced presents the following Change Order to Santa Fe.

Scope

A change order to add 1100 hours and travel for the associated on-site activities is required to extend the implementation timelines past the agreed upon revised date of July 6th listed in Change Order #3. A 2.5 month extension (July 6, 2015 to the week of September 14, 2015) and associated travel expenses is supplied via this Change Order. Should the Go-Live date be pushed beyond the week of September 14th, AUS and Santa Fe will need to review any additional costs associated with the delays.

Change Details

The project extension will provide an additional 880 hours (AUS will absorb 220 of the 1100 hours) to the project to cover the remaining phases needed for Go-Live. These include:

- An additional ITC phase (#3) and the associated Data Refresh
- 3 Weeks of End User training
- User Acceptance Testing (UAT) and the associated Data Refresh
- Go-Live Activities and the associated Data Refresh

The 880 hours will cover all on-site and remote activities to support the items above. Post Live support hours (320) are already included in the original contract however, travel expenses have been included in this Change Order to allow for 4 weeks (160 hrs) of on-site support. The remaining 160 hrs will be provided remotely.

The estimation for the extension and the responsibility of the City of Santa Fe is 880 hours at a rate of $150 per hour for a total of $132,000.00.

The number of trips needed has been estimated at 15 at an average cost of $2,500.00 per trip for a total of $37,500.00. Travel will be invoiced as per the original contract. Any additional travel costs beyond the $37,500.00 will need to be re-visited by both AUS and Santa Fe.

Payment in full for the 880 hours is due upon signing through the existing invoicing procedure.

Change Order Summary

a) Requirement	b) Hours	c) Cost ($USD)
Project Extension to the week of September 14, 2015 for Go-Live	880 hours at rate of $150/hour	$132,000.00
Additional travel for on-site activities	15 trips at approximately $2,500 per trip	$37,500.00
Total (net of any applicable taxes)		**$169,500.00**

CITY OF SANTA FE ITEM # 19-0070

AMENDMENT NO. 3
to the
Information Technology Agreement (Contract No. 13-1137)

This Amendment No. 3 amends Contract No. 13-1137 and is made as of the 29 day of April, 2019 (the "Effective Date"), by and between the **City of Santa Fe, New Mexico** (the "CITY") and **N. Harris Computer Corporation** ("HARRIS") for which Advanced Utility Systems, a division of HARRIS, shall perform the Services (as defined in the Agreement).

RECITALS

A. WHEREAS, in November 2013 the CITY and HARRIS entered into an agreement for licensing, implementation and support of the CIS Infinity software (the "Software"), the *Information Technology Agreement* (Contract No. 13-1137) (the "Agreement"), which is comprised of the following; (1) the Scope of Work/Services (as Exhibit A of the Agreement); (2) the *Software License Agreement* (as Exhibit B of the Agreement, Contract No. 13-1138); (3) and the *Support and Maintenance Agreement* (as Exhibit C of the Agreement, Contract No. 13-1139);
B. WHEREAS, work on the project was suspended pending approval of a Change Order; and
C. WHEREAS, the parties wish to recommence work on the project in accordance with the following changes to the Agreement.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual benefit to be derived by the parties, it is agreed to:

Amend the Agreement, as follows:

ARTICLE 2 – SCOPE OF WORK

1. Article 2(B) shall be deleted and replaced with the following:

   Performance Measures: If Contractor should neglect to perform the Services properly or otherwise fails to comply with the requirements of this Agreement, City must notify Contractor in writing of such default (a "Default Notice"). Upon receipt of a Default Notice, Contractor must either correct the default at no additional cost to City, or issue a written notice of its own disputing the alleged default, in either case within thirty (30) days immediately following receipt of a Default Notice. If Contractor fails to correct the default, or issue a notice disputing the alleged default, in either case within forty-five (45) days following receipt of the Default Notice, City may terminate the whole of this Contract or part of this Contract relating to the provision of Services and in such case will be responsible for payment of only that part of the fee earned by Contractor for those

Services satisfactorily performed up to the time of communication of such notice of termination to Contractor.

ARTICLE 3 – COMPENSATION

2. Article 3(B) shall be deleted and replaced with the following:

The total compensation under this Amendment No. 3 to Contract 13-1137 is to be determined at a later date upon Council's approval. This amount is a maximum to be paid to Contractor for all work to be performed as set forth in Amended Ex. A, and for any work not yet completed that is set forth in the November 2013 Contract 13-1137. The parties do not intend for Contractor to continue to provide Services outside the scope of Amended Ex. A without compensation.

Payment shall be made upon Acceptance of each Deliverable and upon the receipt and acceptance of a detailed Payment Invoice. Payment will be made to the Contractor's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Contractor within thirty (30) days of the date of written acceptance of the Payment Invoice. All Payment Invoices must be received by the City no later than thirty (30) days after the termination of this Agreement. Payment Invoices received after thirty (30) days will not be paid.

3. Article 3(D) shall be deleted and replaced with the following:

Retainage. The City shall retain ten percent (10%) of the fixed-price Deliverable cost for each Deliverable that is subject to this Agreement as security for full performance under the terms of this Agreement. All amounts retained shall be released to the Contractor upon System Acceptance of the final Deliverable.

4. Article 3(E) shall be added as follows:

Late Payment. In the event City fails to pay all or any portion of an invoice on or before ninety (90) days after the date it becomes due, in addition to all other remedies Contractor has under this Agreement or otherwise, Contractor shall have the option to suspend or terminate all Services under this Agreement, EXCEPT if such invoice(s) is (are) not Accepted in accordance with Article 4 paragraph B. Suspension or termination of any such Services shall not relieve City of its obligation to pay its outstanding invoices.

Contractor must submit a detailed statement accounting for all Services performed and expenses incurred. Upon certification by City that the Services have been received and accepted, payment shall be tendered to Contractor within thirty (30) 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, City shall not incur late fees, interest, or penalties unless payment is not tendered within sixty (60) days.

5. Article 3(F) shall be added as follows:

Expenses. CITY shall pay HARRIS for actual expenses as provided in the New Mexico Per Diem and Mileage Act, NM Stat § 10-8-4 (2017), Subsection (K), ("Act"), as interpreted by the New Mexico Administrative Code 2.42.2 and 2.42.9 NMAC, and as in City of Santa Fe Per Diem and Mileage Policy, ("Policy"), whichever provides maximum payment. In addition, City agrees to pay for travel time. Receipts are required for all expenses submitted for reimbursement (receipts for per diem meal expenses will not be required). Actual expenses are excluded from the total fees amount described in Schedule 1 of Amended Exhibit A.
CITY shall reimburse HARRIS actual expenses.

(a) Lodging: Priority for obtaining lodging shall be 1) a hotel providing the government rate; 2) up to $135 if a there are no hotels providing the government rate and; 3) a maximum of $215 (per statute) if no hotel can be found providing either the government rate or overnight stay at a rate of $135 or less.
(b) Meals: meal per diem of $45
(c) Travel Time: maximum of 6 hours travel time per employee per one way trip at a rate of $75 per hour for each trip to Santa Fe
(d) Car Rental and Fuel Costs: one mid-size rental car and associated fuel costs while in Santa Fe
(e) Air Fare: Every effort shall be made to make reservations at least 14 days prior to travel to obtain the most economical fare.
(f) Travel to and from Airport: HARRIS shall use the most economical transportation available.
(g) Travel Agent Fees
(h) Other Expenses: CITY shall reimburse HARRIS for other actual and reasonable expenses incurred in the performance of HARRIS' Agreement obligations to include but may not be limited to: parking; tolls; document copying and production; courier services; and postage.

ARTICLE 4 – ACCEPTANCE

6. Article 4(A) shall be deleted and replaced with the following:

A. Submission. Upon Completion of agreed upon Deliverable as set forth in Article 2 and Exhibit A, Contractor shall submit a Payment Invoice with each Deliverable, or description of Deliverable, to the Project Manager. Each Payment Invoice shall be for the fixed price Deliverable price as set forth in Article 2 and Schedule B of Exhibit A, less ten percentage (10%) retainage.

7. The following paragraph shall be added to Article 4(B):

In the event of any conflict or inconsistency between the requirements in the Scope of Work (as may be amended in writing by the parties) and the requirements in any schedules or exhibits, the

requirements of the Scope of Work (as amended) shall control. The requirements in the Scope of Work and all schedules thereto will be construed to be consistent, insofar as reasonably possible. In event of any conflict between the requirements of the Scope of Work (as amended) and any schedules or exhibits, the conflict will be resolved in accordance with the following order of precedence: first, the Scope of Work (as amended); second, RFP Proposal; and third, the RFP. To the extent that it does not create an inconsistency or conflict, any provision of the RFP Response that more explicitly details the Services or the obligations of a party shall prevail over the provision contained in any other document that is less explicit. Notwithstanding the forgoing, it is understood that the City and Contractor have had extensive discussions regarding the requirements of the Scope of Work since the date of the RFP Response, and as such certain requirements stated in the RFP Response have been changed by mutual agreement between the parties.

ARTICLE 5 – TERM

8. Article 5 shall be deleted and replaced with the following:

The Amendment No. 3, except for Exhibit B, the Software License Agreement and Exhibit C, the Support and Maintenance Agreement, which have specific Term and Termination provisions, shall terminate four (4) years from the Effective Date.

ARTICLE 6 – TERMINATION

9. Article 6 shall be deleted and replaced with the following:

A. General. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least ninety (90) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, City's sole liability upon such termination shall be to pay for acceptable work performed prior to Contractor's receipt of the notice of termination, if City is the terminating party, or, Contractor's sending of the notice of termination, if 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. 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 Contractor if, during the term of this Agreement, 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 CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

B. 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 City to Contractor. City's decision as to whether sufficient appropriations are available shall be accepted by Contractor and shall be final. If City proposes an amendment to the Agreement to unilaterally reduce funding, 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.

C. Non-payment. If City has failed to pay the Fees or other amounts due within ninety (90) days, then Contractor shall have the right to terminate this Agreement effective immediately upon written notice to City.

D. Other: Either party may terminate this Agreement effective immediately upon written notice to the other party if the other party: (a) becomes insolvent; (b) becomes the subject of any proceeding under any bankruptcy, insolvency or liquidation law, whether domestic or foreign, and whether voluntary or involuntary, which is not resolved favorably to the subject party within ninety (90) days of commencement thereof, or; (c) becomes subject to property seizure under court order, court injunction or other court order which has a material adverse effect on its ability to perform hereunder.

E. Obligations and Waiver. By termination pursuant to this Article, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. THIS ARTICLE IS NOT EXCLUSIVE AND DOES NOT CONSTITUTE A WAIVER OF ANY OTHER LEGAL RIGHTS AND REMEDIES AFFORDED THE CITY CAUSED BY THE CONTRACTOR'S DEFAULT OR BREACH OF THIS AGREEMENT.

ARTICLE 7 – TERMINATION MANAGEMENT

10. Article 7 shall be deleted and replaced with the following:

A. Contractor. Immediately upon receipt by either City or Contractor of notice of termination of this Agreement, Contractor shall, as is further set forth in Subsection A below: 1) not incur any further obligations for salaries, Services, or any other expenditure of funds under this Agreement without written approval of City; 2) terminate all purchase orders or procurements and any subcontractors and cease all work, except as the City may direct, for orderly completion and transition; 3) take such action as City shall direct for the protection, preservation, retention or transfer of all property titled to City and records generated under this Agreement; (4) agree that the City is not liable for any other costs arising out of termination resulting from any termination, except as noted in Article 7(B)(i) below; and (5) cooperate fully in the closeout or transition of any activities to permit continuity in the administration of City programs. Any non-expendable personal property or equipment provided to or purchased by Contractor with contract funds shall become property of City upon termination and shall be submitted to City as soon as practicable.

B. Effects of Termination.

i. City shall immediately pay all outstanding Fees and other amounts owing to Contractor under this Agreement and the Support and Maintenance Agreement (Exhibit C).

ii. The termination of this Agreement prior to the Completion of Services shall result in concurrent termination of the Software License Agreement (Amended Ex. B) and the Support and Maintenance Agreement (Amended Ex. C).

iii. City acknowledges that no fees paid under any of these Agreements shall be refunded to City.

iv. City agrees that Contractor shall have the right to access and delete all Contractor Tools installed on City's equipment.

ARTICLE 8 – GENERAL INDEMNIFICATION

11. Article 8 shall be deleted in its entirety and replaced with the following:

Harris shall indemnify, defend and save harmless the City, its officers, officials, employees and agents, from and against any and all third-party losses, liabilities, damages, costs, assessments, expenses (including, without limitation, interest, penalties, fines, expert fees and reasonable attorneys' fees), incurred in connection with any and all third-party causes of action, claims, demands, actions, suits, proceedings, settlements and judgments (collectively, "Claims") which the City may incur or suffer or be put to by reason of any grossly negligent acts or omissions of Harris, or any wrongful act or willful misconduct of Harris, its officers, employees, agents or subcontractors which relates to this Agreement, however arising. This indemnity is only effective where (i) City has provided prompt notice of the claim, action or demand to Harris; (ii) City has not made any express admissions of liability or settlement offers either prior to or after providing notice to Harris of the applicable claim except with Harris's prior written consent, except to the extent required by applicable law, (iii) Harris has sole control of the defense of any claim or proceeding and all negotiations for its compromise or settlement; (iv) City provides reasonable assistance to Harris, at Harris's expense throughout the action or proceeding, and (v) City may, at City's sole cost and expense, retain counsel of its own choosing who shall be permitted to attend settlement conferences and hearings or other court appearances and hearings (except where the court has specifically ordered otherwise) related to the proceeding. Where it is determined by final judgment that the City's actions contributed to the third-party's losses, then the full amount paid by Harris to pursuant to this indemnity shall be apportioned between the parties pursuant to the judgment or settlement and the City shall reimburse Harris an amount equal to its apportioned share. This paragraph shall survive the termination or expiration of this Agreement.

ARTICLE 12 – CONTRACTOR PERSONNEL

12. Article 12(A), the list of Key personnel shall be deleted and replaced with the following:

Key Personnel. Contractor's key personnel shall not be diverted from this Agreement without the prior written approval of the City. Key personnel are those individuals considered by the City to

be mandatory to the work to be performed ender this Agreement. Key personnel shall be identified in Exhibit A, Scope of Work.

ARTICLE 13 – STATUS OF CONTRACTOR

13. Section 13(A) shall be deleted and replaced with the following:

Independent Contractor: Contractor and its agents and employees are independent contractors performing professional Services for City and are not employees of the City. Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the City as a result of this Contract. Contractor acknowledges that all sums received hereunder are reportable by Contractor for tax purposes, including without limitation, self-employment and business income tax. Contractor agrees not to purport to bind the City unless Contractor has express written authority to do so, and then only within the strict limits of that authority.

14. Section 13(C) shall be added:

Subcontracting. Contractor shall not subcontract any portion of the Services to be performed under this Contract without the prior written approval of 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 City.

ARTICLE 16 – DEFAULT/BREACH

15. Article 16 shall be deleted in its entirety.

ARTICLE 17 – INSURANCE

16. Article 17 shall be deleted in its entirety and replaced with the following:

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

ARTICLE 18 – LIABILITY

17. Article 18(A) shall be deleted and replaced with the following:

EXCEPT FOR DAMAGES ARISING OUR OF (a) EITHER PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS, (b) HARRIS'S INTENTIONAL MISREPRESENTATION OR WILLFUL MISCONDUCT, (c)

INJURY OR DEATH RO PERSONS OR (d) DAMAGE TO TANGIBLE OR REAL PROPERTY, BOTH PARTIES AGREE THAT HARRIS'S LIABILITY, IF ANY, FOR ANY DAMAGES RELATED TO THIS AGREEMENT REGARDLESS OF THE CAUSE OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING FUNDAMENTAL BREACH, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, AND INCLUDING ANY GENERAL INDEMNIFICATION OBLIGATIONS UNDER ARTICLE 8, SHALL NOT EXCEED, IN THE AGGREGATE, AN AMOUNT THAT IS EQUAL TO THE FEES PAID TO HARRIS BY THE CITY UNDER THE RELEVANT SCOPE OF WORK.

ARTICLE 21 – RELEASE

18. Article 21 shall be deleted and replaced with the following:

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

ARTICLE 23 – CONFLICT OF INTEREST; GOVERNMENTAL CONDUCT ACT

19. Article 21 shall be deleted and replaced with the following:

A. Contractor represents and warrants that it presently has no interest and, during the term of this Contract, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or Services required under the Contract.

B. Contractor further represents and warrants that it has complied with, and, during the term of this Contract, will continue to comply with, and that this Contract 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 City relied when this Contract was entered into by the parties. Contractor shall provide immediate written notice to City if, at any time during the term of Contract, 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 Contract or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to City and notwithstanding anything in the Contract to the contrary, City may immediately terminate the Contract.

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

ARTICLE 25 – AMENDMENT

20. Article 25 shall be deleted and replaced with the following:

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.

ARTICLE 28 – SEVERABILITY

21. The provisions of this Agreement are severable, and if for any reason, a clause, sentence or paragraph of this Agreement is determined to be invalid by a court or agency or commission having jurisdiction over the subject matter hereof, such invalidity shall not affect other provisions of this Agreement, which can be given effect without the invalid provision.

ARTICLE 29 – NOTICES

22. Article 29 shall be deleted and replaced with the following:, the Notice contact information shall be deleted and replaced with the following:

All deliveries, notices, requests, demands or other communications provided for or required by this Agreement shall be in writing and shall be deemed to have been given when sent by registered or certified mail (return receipt requested), when sent by overnight carrier, or upon telephone confirmation by Contractor to the sender of receipt of a facsimile communication that is followed by a mailed hard copy from the sender. Notices shall be addressed as follows:

For the City:

Kathy Valdez
Utility Billing Water Division
801 W. San Mateo Street
Santa Fe, New Mexico 87505
Attention: Kathy Valdez
Telephone: 505-955-4348

For HARRIS:

PETER FANOUS
N. HARRIS COMPUTER CORPORATION
1 Antares Drive, Suite 400
Ottawa, Ontario K2E 8C4
Attention: CEO
Telephone: 613-226-5511, extension 2149

ARTICLE 30 – GENERAL PROVISIONS

23. Article 30(G) shall be added:

Mediation. The parties agree to submit any claim, controversy or dispute arising out of or relating to this Agreement or the relationship created by this Agreement to non-binding mediation before bringing a claim, controversy or dispute in a court or before any other tribunal. The mediation is to be conducted by either an individual mediator or a mediator appointed by mediation services mutually agreeable to the parties. Such mediator shall be knowledgeable in software system agreements. The mediation shall take place at a time and location which is also mutually agreeable; provided; however, in no event shall the mediation occur later than ninety (90) days after either party notifies the other of its desire to have a dispute be placed before a mediator. The costs and expenses of mediation, including compensation and expenses of the mediator (and except for the attorney's fees incurred by either party), is to be shared by the parties equally. If the parties are unable to resolve the claim, controversy or dispute within ninety (90) days after the date either party provides the other notice of mediation, then either party may bring and initiate a legal proceeding to resolve the claim, controversy or dispute unless the time period is extended by a written agreement of the parties. Nothing in this Section shall inhibit a party's right to seek injunctive relief at any time.

24. **All other terms of the Agreement shall remain unchanged and in full force and effect.**

Amend Exhibit A to the Agreement (Software Implementation Scope of Work/Services) as follows:

1. Section 1.1(h) shall be deleted and replaced with the following:

"System Acceptance" shall mean prior to Go-Live, project completion criteria (the "Punch List") will be mutually agreed and documented in Team Support. "Acceptance" of a Punch List item shall be considered to occur upon the earlier of completion of a Punch List item to the reasonable satisfaction of the City or 10 days from the City's receipt of the Punch List item from the Contractor unless the City has provided written notification to the Contractor via Team Support of any deficiencies.

2. Schedule "A" Scope of Work shall be deleted in its entirety and replaced with the Scope of Work attached to the Amendment No. 3 as Schedule "A".

3. Schedule "B" Fee Structure and Payment Schedule shall be deleted in its entirety and replaced with the Scope of Work attached to the Amendment No. 3 as Schedule "B".

4. All other terms of Exhibit A shall remain unchanged and in full force and effect.

Amend Exhibit B to the Agreement (Software License Agreement) as follows:

1. Schedule "A" Description of Software shall be deleted in its entirety and replaced with Description of Software attached to the Amendment No. 3 as Schedule "C".

2. All other terms of Exhibit B shall remain unchanged and in full force and effect.

Amend Exhibit C to the Agreement (Support and Maintenance Agreement) as follows:

1. Section 5 shall be deleted in its entirety and replaced with the following:

   In consideration for the support services specified in Section 2, City shall pay the "Support and Maintenance Fee" as detailed in Exhibit 1 below. For the Initial Term, the Support and Maintenance Fee will be billed fifty percent (50% on the Start Date and the remaining fifty (50%) on Go-Live. Thereafter the Support and Maintenance Fee will be billed annually in advance on the anniversary of the Start Date or on an alternative date mutually agreed to by both parties. If City would like to match the annual invoicing of the Support and Maintenance Fee to its fiscal year or any other period it may request, during the initial term of this Support and Maintenance Agreement, that Harris issue a prorated invoice for the portion of the year remaining during the initial term. Harris may increase the Support and Maintenance Fee in relation to each renewal term by no more than three percent (3%).

2. Exhibit 2 Standard Support and Maintenance Services – Standard Guidelines shall be deleted in its entirety and replaced with Standard Support and Maintenance Services – Standard Guidelines attached to the Amendment No. 1 as Schedule "D".

3. All other terms of Exhibit C shall remain unchanged and in full force and effect.

[*Signatures on Following Page*]

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment No. 3, on the day and year first written above.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: 2.7.2019

N. HARRIS COMPUTER CORPORATION:

NAME AND TITLE

DATE: 04/15/19

CRS# 032064970007

Registration # 18-00129788

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
cc mtg. 1/30/2019

APPROVED AS TO FORM:

12/4

ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR
52201.570850

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 D1550171
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
2021-03-09 - 10:00:26 PM GMT

Email viewed by Fran Dunaway (fadunaway@santafenm.gov)
2021-03-10 - 2:32:33 AM GMT- IP address: 104.47.64.254

Document e-signed by Fran Dunaway (fadunaway@santafenm.gov)
Signature Date: 2021-03-10 - 2:34:45 AM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2021-03-10 - 2:34:45 AM GMT

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 03/29/2021

ISSUE NO. 7a

Request for Approval of Amendment #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, PW Project Administrator, rsglorioso-moss@santafenm.gov, 955-6623)

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

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on Consent Agenda to forward to 3/31/2021 Governing Body

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

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

ACTION SHEET
ITEM FROM QUALITY OF LIFE COMMITTEE MEETING OF 03/17/2021
FOR CITY COUNCIL MEETING OF 03/31/2021

ISSUE:

Request for the Approval of a restated and amended Joint Powers Agreement establishing the Regional Coalition of Los Alamos National Laboratories (LANL) Communities by and among the incorporated County of Los Alamos, the City of Santa Fe, Santa Fe County, the City of Espanola, Rio Arriba County, the Town of Taos, Taos County, and the sovereign governments of the Pueblo of Ohkay Owingeh and the Pueblo of Jemez. (Kyle Mason, Emergency Management Director, 505-955-6704, kamason@santafenm.gov)

Committee Review:
Quality of Life Committee: 7/1/2020; 3/17/2021
Finance Committee: 3/1/2021
Governing Body: 3/31/2021

QUALITY OF LIFE COMMITTEE ACTION: Motion to deny the JPA was denied with the votes below.

SPECIAL CONDITIONS OR AMENDMENTS: Councilor Villarreal moved this item from the consent agenda to the discussion agenda.

SEND TO:
Governing Body

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

ACTION SHEET
ITEM FROM QUALITY OF LIFE COMMITTEE MEETING OF 03/17/2021
FOR CITY COUNCIL MEETING OF 03/31/2021

ISSUE:

Request for the Approval of a restated and amended Joint Powers Agreement establishing the Regional Coalition of Los Alamos National Laboratories (LANL) Communities by and among the incorporated County of Los Alamos, the City of Santa Fe, Santa Fe County, the City of Espanola, Rio Arriba County, the Town of Taos, Taos County, and the sovereign governments of the Pueblo of Ohkay Owingeh and the Pueblo of Jemez. (Kyle Mason, Emergency Management Director, 505-955-6704, kamason@santafenm.gov)

Committee Review:
Quality of Life Committee: 7/1/2020; 3/17/2021
Finance Committee: 3/1/2021
Governing Body: 3/31/2021

QUALITY OF LIFE COMMITTEE ACTION: Move forward with no recommendation on the discussion agenda.

SPECIAL CONDITIONS OR AMENDMENTS: Councilor Villarreal moved this item from the consent agenda to the discussion agenda.

SEND TO:
Governing Body

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

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 03/01/21
FOR CITY COUNCIL MEETING OF 03/10/21/21

b) Request for the Approval of a restated and amended Joint Powers Agreement establishing the Regional Coalition of Los Alamos National Laboratories (LANL) Communities by and among the incorporated County of Los Alamos, the City of Santa Fe, Santa Fe County, the City of Espanola, Rio Arriba County, the Town of Taos, Taos County, and the sovereign governments of the Pueblo of Ohkay Owingeh and the Pueblo of Jemez. (Kyle Mason, Emergency Management Director: kamason@santafenm.gov, 505-955-6704)

Committee Review:
Quality of Life Committee: 7/1/20
Finance Committee: 3/1/21
Governing Body: 3/10/21

FINANCE COMMITTEE ACTION:

Recommended action via motion: that this item migrate back to QoL and then to Governing Body—All FC Councilors voted in favor of recommended action-no vote taken on on approval of item itself.

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS
Direction to staff: additional information and presentation requested

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

ACTION SHEET
ITEM FROM QUALITY OF LIFE COMMITTEE MEETING OF 07/01/2020
FOR CITY COUNCIL MEETING OF 07/29/2020

ISSUE:

Request for the Approval of a restated and amended Joint Powers Agreement establishing the Regional Coalition of Los Alamos National Laboratories (LANL) Communities by and among the incorporated County of Los Alamos, the City of Santa Fe, Santa Fe County, the City of Espanola, Rio Arriba County, the Town of Taos, Taos County, and the sovereign governments of the Pueblo of Ohkay Owingeh and the Pueblo of Jemez. (Kyle Mason, Emergency Management Director: kamason@santafenm.gov, 505-955-6704)

Committee Review:
Finance Committee (scheduled): July 20
Governing Body (scheduled): July 29

QUALITY OF LIFE COMMITTEE ACTION: Moved forward with no recommendations
(Removed from consent by Councilor Villarreal)

SPECIAL CONDITIONS OR AMENDMENTS:

SEND TO:
Finance Committee (scheduled): July 20
Governing Body (scheduled): July 29

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

City of Santa Fe, New Mexico

memo

Date: 5 February 2021

To: Finance Committee

Governing Body

From: Kyle Mason, Emergency Management Director KM

Subject: Regional Coalition of LANL Communities Joint Powers Agreement

The purpose of this Joint Powers Agreement is to renew the City of Santa Fe's participation in the Regional Coalition of LANL Communities. Below are responses to questions raised during the July 1st, 2020 Quality of Life Committee Meeting.

Expand on why the item is being brought through committees and council.

> The City of Santa Fe is a signatory of the original Joint Powers Agreement (JPA), signed in 2011. Per state statute, and in accordance with the original JPA and the RCLC bylaws, all changes to the JPA have to be approved by the membership governing bodies and then signed off by DFA.

What has changed from the last version of the JPA to the new? Is there a strike through we can provide?

> The original JPA was found to be loose in defining the responsibilities, powers and authorities of the board and the organization. Furthermore, it set in the founding documentary that Los Alamos County would always serve as the fiscal agent. The audits and studies conducted in 2018 revealed that the broad and undefined nature of the original JPA left the board and its member communities in an unclear position as to responsibilities and what it could and should do. It also brought into questions the nature of the "fiscal agent" role of Los Alamos County. Los Alamos County responded by redefining the role to restrict their responsibilities. It was also decided that the RCLC board should have the authority to select their own fiscal agent.
>
> The amended JPA was adopted by the RCLC board and sent to our membership governing bodies only after a year long review and editing process that included participation from almost all our members, members of the public and legal counsel from multiple member communities.

Since the original JPA have there been membership roster changes?

> Per the JPA, the board may add new memberships if a community formally requests to join, is approved by a vote of the board, and then new member's governing body adopts the JPA and submits a signature page to DFA. A member may also leave the body through a similar process.

What Financial Obligation does this JPA commit the City to?

$10,000 per year. Dues are set based on the number of residents who are directly employees at LANL. These funds were paid via purchase voucher (attached) on 5 October 2020 authorized by City Manager Jarel LaPan Hill.

How does our involvement work with City resolutions (non-proliferation of weapons, reducing plutonium PIP production, environmental justice accountability)?

The RCLC attempts to work on a consensus basis, meaning any actions or resolutions adopted are agreed to by all participating members. This is why the RCLC has historically focused on pursuing accelerated cleanup of waste at the LANL site and steered away from issues around mission funding or support. The board has also been able to use their unified voice to cajole DOE into sharing previously unreleased information around actual identified cleanup needs and projected costs with the public. The organization could use its united voice to pursue release of information around the fiscal and economic impact of the laboratory on the region.

Identify and overview the Fiscal Sponsor and the org structure

Under the current JPA the fiscal agent MUST be Los Alamos County. Per adopted policy, all financial transactions and contracts must be reviewed by the board treasurer and the ED prior to submission to the board. The board must vote on any and all financial transactions in an open meeting, and then each transaction is submitted to an independent accountant for review. Prior to cutting a check, the accountant will then review meeting minutes and receive confirmation from the treasurer that a payment has been authorized. Checks are then submitted to the fiscal agent for signature and then distributed by the ED. The amended JPA would allow the board to select a fiscal agent.

Please let me know if you have any additional questions or need any clarification. I may be reached via email (kamason@santafenm.gov) or at extension 6704.

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Regional Coalition of LANL Communities

Procurement Title: Regional Coalition of LANL Communities Joint Powers Agreement

Procurement Method: State Price Agreement ☐ *Cooperative* ☐ *Sole Source* ☐ *Other* X *JPA*

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

Department Requesting Emergency Management Staff Name Kyle Mason

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: _____

Kyle Mason — Emergency Management Director — 2/5/2021

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

Fran Dunaway

Fran Dunaway (Feb 25, 2021 18:36 MST)

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

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

*

City of Santa Fe

PURCHASE VOUCHER

CODES | VOUCHER DATE: 10-05-20

BUSINESS UNIT	OBJECT ACCOUNT	DESCRIPTION	EXPENDITURE
1000202	561900	2020 membership dues-inv# 12/03/2019	10,000
1000202	561900	2021 membership dues-inv# 08/01/2020	10,000

FISCAL YEAR: 2020-2021 **GRAND TOTAL:** 20,000

VENDOR NO. 8854 ORIGINATOR: Carolynn Roibal

DEPARTMENT: General Governmnent PRINT & SIGN: Carolynn Roibal Carolynn Roibal

PAYEE NAME Regional Coalition of LANL Communities

ADDRESS 405 N. Paseo de Onate

CITY, STATE, ZIP Espanola, NM 87532

FOR TRAVEL

Jurat: I _____ do solemnly swear that the above account and the attached itemized statement are just and true in all respects.

_____ _____

Payee Signature Position Title

Notary: Subscribed and sworn to before me on this _____ day of _____, 20 _____

Signed: _____

Title: _____

(seal)

My commission expires _____

OR IN LIEU OF NOTARIZATION, SIGNATURE WITNESSED BY:

Witness: _____

Witness: _____

FOR PURCHASE

PAYEE SIGN HERE: I certify that the above bill is correct and just and that the payment therefore has not been received.

X _____

FOR BOTH TRAVEL and PURCHASE

DEPARTMENT APPROVAL: I, or We certify that the above articles were received in good condition after due inspection thereof, or the services were rendered as stated; that they were necessary and proper and that the amounts claimed are just and reasonable and that no part thereof has been paid.

Jarel LaPan Hill — Department Director

PRINT NAME — TITLE

Jarel LaPan Hill — Oct 5, 2020

SIGN NAME — DATE

FINANCE AUTHORIZATION for Payment

Clayton Pelletier — _____

SIGNATURE — DATE:

RESTATED AND AMENDED JOINT POWERS AGREEMENT ESTABLISHING THE REGIONAL COALITION OF LANL COMMUNITIES BY AND AMONG THE INCORPORATED COUNTY OF LOS ALAMOS, THE CITY OF SANTA FE, SANTA FE COUNTY, THE CITY OF ESPANOLA, RIO ARRIBA COUNTY, THE TOWN OF TAOS, TAOS COUNTY AND THE SOVEREIGN GOVERNMENTS OF THE PUEBLO OF OHKAY OWINGEH AND THE PUEBLO OF JEMEZ

THIS RESTATED AND AMENDED JOINT POWERS AGREEMENT (the "Agreement") is entered into by and among the Incorporated County of Los Alamos, New Mexico, the City of Santa Fe, New Mexico, Santa Fe County, New Mexico, the City of Espanola, New Mexico, Rio Arriba County, New Mexico, the Town of Taos, New Mexico, [and] Taos County, New Mexico, Ohkay Owingeh Pueblo and the Pueblo of Jemez (each a “Party” or “Member” and, together, the "Parties" or "Coalition Members").

RECITALS

WHEREAS, the Parties are political subdivisions of the State of New Mexico (the "State") or sovereign federally recognized Indian Tribal Governments, and

WHEREAS, Los Alamos National Laboratory ("LANL") is one of the largest employers in northern New Mexico and a critical economic driver in the region; and

WHEREAS, the local economy and environment of each of the Parties is affected by LANL's activities and programming; and

WHEREAS, the Parties share a common interest in assuring that LANL’s missions remain sustainable and diversified, while assuring protection of the environment; and

WHEREAS, the Parties share the goals of engaging LANL, the U.S. Department of Energy, the State of New Mexico, and other government agencies with respect to local concerns about LANL’s activities, and of increasing the Parties' ability to participate in and influence federal and state government decision-making affecting LANL; and

WHEREAS, as described in Section 2 of this Agreement, the Parties have common powers with respect to promoting economic development, cultural and educational activities, and environmental protection for the benefit of their citizens; and

WHEREAS, the Parties are authorized by the Joint Powers Agreements Act, Sections 11-1-1 through 11-1-7 NMSA 1978 (the "Act"), to create a joint powers authority for the purpose of exercising powers common to the Parties specified in this Agreement; and

WHEREAS, the Parties desire to create a joint powers agency pursuant to the Act to carry out the purposes described in this Agreement in accordance with the terms and conditions set out below.

AGREEMENT

NOW, THEREFORE, the Parties hereby agree as follows:

1. Creation of Regional Coalition of LANL Communities. The Parties hereby

create the Regional Coalition of LANL Communities ("Regional Coalition" or "Coalition"), which is a political subdivision separate from the Parties, which shall act on behalf of the Parties with respect to the subject matters of this Agreement. The Coalition is a political subdivision of the state of New Mexico.

2. Authority of the Regional Coalition. The Regional Coalition shall have the authority to exercise the following powers common to the Parties in accordance with New Mexico state law with respect to LANL and LANL-related activities and issues:

A. Promotion of economic development, including:

(i) promotion of new missions for LANL that the citizens of the Coalition Members support;

(ii) advocacy of long-term stable funding of LANL missions;

(iii) promotion of new and diverse scientific endeavors at LANL, focusing on employment and educational opportunities within the Coalition Members' jurisdiction;

(iv) support of business incubation and business development on non-federal lands;

(v) support of workforce training and development; and

(vi) promotion of awareness of LANL and its contributions toward and impact on the region.

B. Promotion and coordination of environmental protection and stewardship, including:

(i) clean-up activities and site maintenance to ensure consistency with community values and future use goals;

(ii) planning activities to address future use goals, stewardship needs and obligations, and prevention of future contamination;

(iii) evaluation of cleanup planning, implementation and oversight for protection of workers and neighboring communities.

C. Participation in regional planning, including:

(i) evaluation of policy initiatives and legislation for impacts on Coalition Members;

(ii) development of long-term relationships between local, state and federal officials and LANL officials;

(iii) coordination of regional planning with LANL strategic

initiatives and other advocacy organizations and initiatives.

D. Evaluation of policy initiatives and legislation for impact on the Regional Coalition, including:

(i) Participation in public comment and outreach initiatives to influence decision-making concerning LANL activities;

(ii) Advocacy in state and federal legislative process and administrative proceedings.

E. In exercising the common powers of the Parties described in Subsections (A) through (D) of Section 2 above, the Regional Coalition shall have the additional common powers to:

(i) enter into contracts, including office leases and personal property rental agreements, but shall not acquire or own any real property, vehicles, or debt;

(ii) acquire office equipment and supplies and other personal property as necessary to accomplish the purposes of this Agreement;

(iii) contract with an executive director, legal counsel, experts, and administrative staff, as necessary; provided, however, the Coalition shall not hire employees;

(iv) develop and adopt an annual budget for operations, and bill and collect payments from Coalition Members in accordance with this Agreement and the duly adopted annual budget, subject to Section 5(C);

(v) establish bylaws and policies to govern its affairs, including policies relating to fiscal management, travel, reimbursement, and annual audits, subject to Section 5(C);

(vi) receive, deposit, expend, and invest public monies, subject to Section 5(C);

(vii) lobby state and federal officials, but only to the extent consistent with state and federal law and grant requirements;

(viii) apply for and to receive state, federal, and other grants, appropriations, and donations, subject to Section 5(C);

(ix) sell any of the Regional Coalition assets deemed by the Board to be unnecessary, excess, obsolete, or scrap in accordance with New Mexico state law, subject to Section 5(C);

(x) sue and be sued in any court of competent jurisdiction, subject to the limitations and immunities under New Mexico state law, including without limitation, the New Mexico Tort Claims Act, Section 41-4-1, et seq., NMSA 1978: and

(xi) do any and all other lawful things that are reasonably necessary and appropriate to carry out the purposes of this Agreement and exercise the express common powers of the Parties specified above; and

3. Regional Coalition Board of Directors.

The Regional Coalition shall be governed by a board of directors (the "Board") who shall be appointed as follows:

A. The governing body of each Party shall appoint a director, who shall be an elected public official of that Party, with current experience in strategic planning, economic development, environmental protection or the legislative process.

B. The governing body of each Party shall appoint replacement directors to fill vacancies in the board position appointed by that Party. Such replacement directors shall have the qualifications described in subsection A of this Section 4.

C. Each Director shall have a term of office as specified by the governing body of the Party appointing that Director. Directors may be reappointed for additional terms as determined by the Party appointing that Director.

D. The governing body of each Party shall appoint at least one and no more than two alternates (each an "Alternate Director") to serve as a director in the absence of the Director. An Alternate Director shall have the qualifications described in subsection A of this Section 4, except that the Alternate Director may be either an elected official or an employee of the Party represented by the Party appointing the Alternate Director.

4. Meetings and Duties of the Board.

A. Meetings of the Regional Coalition shall be held at least quarterly and at such additional times and in such locations as the Board determines.

B. Meetings shall be held in compliance with the New Mexico Open Meetings Act, Sections 10-15-1 through 10-15-4 NMSA 1978.

C. A majority of directors shall constitute a quorum for the transaction of business. A majority vote of the quorum shall be required for the adoption of resolutions, bylaws, policies and plans; to enter into contracts and leases; to make purchases over $2,500; to adopt an annual budget; appoint officers of the Board; delegate authority; and to take any other official action on behalf of the Board.

D. The Board shall:

(i) adopt bylaws, which shall not be inconsistent with this Agreement and which shall (among other things) govern the selection, duties, removal, and replacement of Board officers, conflicts of interest, conduct of meetings, compliance with the Open Meetings Act, voting, formation and conduct of subcommittees, amendments, and reporting;

(ii) appoint officers of the Board, which shall include a chair, vice chair, treasurer, and secretary, who shall serve one-year terms;

(iii) adopt written resolutions, plans, strategies, and policies to carry out the purposes of this Agreement and govern the exercise the Parties' common powers specified in Subsections (A), (B), (C), (D), and (E) of Section 2, including a code of conduct, and travel, per diem, and expense reimbursement policies;

(iv) develop an annual budget for each fiscal year, which shall begin on July 1 and end on June 30 of the following year;

(v) comply with all federal, state, and other grant accounting, expenditure, and reporting requirements;

(vi) delegate its authority and duties under this Agreement, as necessary and appropriate, to a Member, subcommittee, executive director or other contractor, including the task of developing proposed bylaws, plans, strategies, policies, budgets, and other materials to be proposed and considered for adoption by the Board in accordance with this Agreement;

(vii) keep minutes of its meetings in accordance with the Open Meetings Act, including posting on the organization website after they are approved by the board;

(viii) assure that none of the revenues of the Regional Coalition inure to the benefit of any individual or entity, except as compensation for services rendered or payment for goods, property or legal rights, or reimbursement of expenses.

(ix) to the extent applicable to the Board's activities, comply with all laws applicable to political subdivisions of the state of New Mexico.

5. Fiscal Agent.

A. As soon as practicable after approval of this Agreement by the New Mexico Department of Finance and Administration ("DFA"), the Board shall enter into an agreement ("Fiscal Agent Agreement") with a Member of the Coalition to serve as the Coalition's fiscal agent. The Fiscal Agent Agreement shall describe the duties of the fiscal agent, consistent with this Agreement.

B. The Board shall adopt by resolution policies and procedures prepared by the fiscal agent to assure the Coalition complies with all laws applicable to political subdivisions of the state of New Mexico governing the receipt, expenditure, investment, budgeting, depositing, and accounting of public money ("Fiscal Policies"). The Board may incorporate into its Fiscal Policies the policies and procedures of any Member that is also a political subdivision of the state of New Mexico.

C. The fiscal agent shall follow generally accepted accounting principles (GAAP) and shall maintain strict segregation of Coalition funds from other funds managed by the fiscal agent, and shall strictly account for and segregate federal funds from non-federal funds.

D. The fiscal agent shall provide for strict accountability of all receipts and disbursements of Coalition funds in accordance with NMSA 1978, Section 11-1-4 of the Joint Powers Agreements Act. The fiscal agent shall authorize, review, and approve all expenditures of Coalition funds to assure such expenditures are consistent with the Coalition's annual budget, the Fiscal Policies, and applicable federal and New Mexico state law.

E. As soon as practicable after a Fiscal Agent Agreement terminates for any reason, the Board shall execute a new Fiscal Services Agreement with another Member of the Coalition. The Board shall not authorize the expenditure of any Coalition funds, and no Member shall be obligated to contribute funds to the Coalition, unless and until a Fiscal Agent Agreement is in full force and effect.

6. Effective Date; Term; Member Withdrawal; Termination.

A. The effective date of this Agreement shall be the date it is approved by the DFA, which shall not occur until all Members have duly approved and executed this Agreement.

B. The term of this Agreement shall be perpetual, subject to subsection D below.

C. Any Member may withdrawal from this Agreement by providing written notice of withdrawal to the Board Chair and, thereafter, shall no longer be a party to this Agreement. Such withdrawal shall not terminate this Agreement as to the remaining Members. The withdrawing Member shall not be entitled to refund of any funds it contributed to the Coalition prior to withdrawal.

D. This Agreement may be terminated by a written agreement to terminate executed by all Parties or by vote of the Board by two-thirds or more of the Directors.

7. Disposition of Coalition Funds Upon Termination. Any surplus funds of the Regional Coalition remaining at the time this Agreement is terminated shall be returned to the Parties in proportion to their respective contributions. Any funds provided by federal agencies shall be disposed of or returned in accordance with the federal grant requirements and applicable law.

8. Amendment; Addition and Withdrawal of Members.

A. Subject to Paragraph B below, this Agreement shall not be altered, changed, or amended except by a written instrument executed by the Parties and approved by the DFA.

B. A Tribal government, New Mexico County, or New Mexico City may become a Member of the Coalition and a Party to this Agreement upon request and approval by the Board, and any Member may withdraw from this Agreement pursuant to 6(C). The parties' intent is that a Tribal government shall not waive its sovereign immunity as a result of entering into this Agreement. This Agreement shall automatically be amended to incorporate such addition or

withdrawal of a Member without further approval by DFA. In the case of an additional Member, the amendment date shall be the date of the Board action approving the addition; in the case of withdrawal, the amendment date shall be the date of the Member's notice of withdrawal.

9. Privileges and Immunities. All of the privileges and immunities from liability, exemptions from laws, ordinances and rules, all pension, relief, disability, workers' compensation and other benefits which apply to the activity of officers, agents or employees of any such public agency when performing their respective functions within the territorial limits of their respective public agencies, shall apply to them to the same extent while engaged in the performance of any of their functions and duties extraterritorially under the provisions of the Act, as provided in Section 11-1-6 NMSA 1978.

10. Governing Law. This Agreement shall be governed by the laws of the State of New Mexico; provided that, with respect to any tribal government that is a Party, it is hereby recognized that the powers and status of such Party, as a tribal government, is subject to the laws of the United States.

11. Counterparts. This Agreement may be executed in counterpart originals.

12. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter hereof.

13. Replacement of Prior Joint Powers Agreement. This Agreement replaces and supersedes the prior Joint Powers Agreement executed among the Parties, approved by the Department of Finance and Administration on October 13, 2011, including all amendments thereto.

IN WITNESS WHEREOF, the Parties have executed this Agreement, which shall become effective as of the date of approval by the New Mexico Department of Finance and Administration.

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract #_____

Contractor: **Regional Coalition of LANL Communities**

Description: **The purpose of this Joint Powers Agreement is to renew the City of Santa Fe's participation in the Regional Coalition of LANL Communities.**

Contract ☐ Agreement ☑ Lease / Rent ☐ Amendment ☐

Term Start Date: _____ Term End Date: _____

☐ 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:** _____

Fran Dunaway (Feb 25, 2021 18:36 MST) — Feb 25, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: This an after the fact procurement (PV) - Services rendered prior to agreement

4. **Funding Source:** _____ **Org / Object:** **1000202.561900**

Alexis Lotero (Feb 25, 2021 14:49 MST) — Feb 25, 2021 — $10,000.00 per year

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: **Kyle Mason** Phone # **955-6704**

Email: **kamason@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

11. DISCUSSION/ACTION ITEMS

b. **Request to Publish Notice of Public Hearing on April 28, 2021.**

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 McSherry, City Attorney, ekmcsherry@santafenm.gov, 955-6512)

COMMITTEE REVIEW:

Public Works & Utilities Committee: 03/29/21
Governing Body (Request to Publish): 03/31/2021
Finance Committee: 04/5/21
Governing Body (Public Hearing): 4/28/21

Name: Stefanie Beninato
Comment - 03/31/2021 12:48 PM: (No Vote)
Salary commission needs major overhaul especially as to appointments—not just change of dates as to when recommendations are made.

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

underscored material = new [~~bracketed material~~] = delete

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

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:

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

CITY OF SANTA FE, NEW MEXICO
PROPOSED AMENDMENT(S) TO RESOLUTION NO. 2021-__
Housing Funding Plan

Mayor and Members of the City Council:

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

1. On page 3, line 17 after "**FE**" ***strike*** "that" and ***insert*** in lieu thereof "shall hold a special meeting of the Governing Body within 30 days of the adoption of this Resolution. At this special meeting, the Governing Body shall develop focus areas for revenue sources that would achieve long-term, sustainable, predictable, equitable, and consistent funding for the Affordable Housing Trust Fund, with the goals of expanding access to housing opportunities for all residents, regardless of income or type of housing needed. The focus areas developed at the special meeting shall be referred to".

2. On page 3, line 17 ***strike*** "shall" and ***insert*** in lieu thereof "to".

3. On page 3, line 18 after "recommendations" ***insert*** a period and ***strike*** the remainder of the paragraph.

Respectfully submitted,

_____
Michael J. Garcia, Councilor

Approved as to Form:

_____
Erin K. McSherry, City Attorney

ADOPTED: _____
NOT ADOPTED: _____
DATE: _____

_____
Kristine Mihelcic, City Clerk

10286.9(A)

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

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 03/29/2021

ISSUE NO. 7n

CONSIDERATION OF RESOLUTION NO. 2021-__ . (Mayor Webber, Councilor Romero-Wirth, Councilor Abeyta, Councilor Garcia, Councilor Vigil Coppler, and Councilor Lindell)
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 & Utilities Committee: 03/29/21
Governing Body: 03/31/21
Finance Committee: 04/5/21
Quality of Life Committee: 04/7/21
Governing Body: 4/28/21

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Pulled by Councilor Lindell for discussion. Approved unanimously to forward to 3/31/2021and brought back to the 4/12/2021 Public Works and Utilities Committee

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

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

11. DISCUSSION/ACTION ITEMS

c. CONSIDERATION OF RESOLUTION NO. 2021-____. (Mayor Webber, Councilor Romer 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

Name: Stefanie Beninato
Comment - 03/31/2021 12:48 PM: (No Vote)
11C-E I am glad there will be a comprehensive approach to AH but why has it taken so long? And why not also focus on raising the fee in lieu of instead of just taking from other city funds? Why is the city proceeding even at this meeting to consider piecemeal changes to accomplish funding eg changes to the uses of the occupancy tax and sale of city property How is community engagement going to be structured and when?

11. DISCUSSION/ACTION ITEMS

d. **Request to Publish Notice of Public Hearing on April 28, 2021.**

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 & 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

Name: Stefanie Beninato
Comment - 03/31/2021 12:48 PM: (No Vote)
11C-E I am glad there will be a comprehensive approach to AH but why has it taken so long? And why not also focus on raising the fee in lieu of instead of just taking from other city funds? Why is the city proceeding even at this meeting to consider piecemeal changes to accomplish funding eg changes to the uses of the occupancy tax and sale of city property How is community engagement going to be structured and when?

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

11. DISCUSSION/ACTION ITEMS

e. **Request to Publish Notice of Public Hearing on April 28, 2021.**

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 & 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

Name: Stefanie Beninato
Comment - 03/31/2021 12:48 PM: (No Vote)
Why would you use the 31st day of collection of the occupancy tax? Isn't that harder to track than say allocating a percentage of the occupancy tax to the Affordable Housing Fund? Will this apply to Short Term Rentals? What is the occupancy tax now used for? Will funding of just 31 days provide enough funding for that purpose?

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

FIR No. 3311

FISCAL IMPACT REPORT

General Information:

(Check) Bill: X Resolution: _____

Short Title(s): Lodgers' Tax Amendments

Sponsor(s): Mayor Webber

Reviewing Department(s): Finance Department, TOURISM Santa Fe

Staff Completing FIR: Brad Fluetsch/Randy Randall Date: _____ Phone: 955-6885/955-6209

Reviewed by City Attorney: _____ Date: Mar 30, 2021

Reviewed by Finance Director: _____ Date: Mar 29, 2021

Summary:

The proposed Bill updates the City's Lodgers' Tax ordinance to be consistent with, and take advantage of, several changes made by the State of New Mexico to the State's Lodgers' Tax Act. The sections that were updated in the State's Lodgers Tax Act, NMSA 1978, Section 3-38, relate to the City's Lodgers' Tax Ordinance, Section 18-11.8 – Exemptions and Section 18-11.17 – Use of Lodgers' Tax Monies.

Changes made to the State statute, Section 3-38-16, remove the automatic exemption for rental for over 30 consecutive days, or when evidenced by a written lease; and allow local governments to collect the Lodgers' Tax after thirty days, if the premises rented are not the vendee's household or primary residence. Proposed changes to the City's Code 18-11.8 Exemptions, Section A (referred to as Exemption A), would align the City's code with the changes authorized in State law by authorizing the application of lodgers' tax on non-permanent residents for stays in excess of 30 days. Previously, all stays greater than 30 days were exempt.

Additionally, changes made to the State statute, Section 3-38-21, allow the occupancy tax revenue from the 31st day and subsequent days to be used for any municipal purposes so long as the uses are stated in the ordinance imposing the tax. Proposed amendments to Section 18-11.17 would dedicate proceeds from the occupancy tax that are collected on the 31st day and subsequent days a vendee rents lodgings in a taxable premises to the affordable housing trust fund.

Changes made to the State statute, Section 3-38-16, remove an exemption from the local-option occupancy tax for short-term rentals (less than 30 days) with three rooms or fewer within or attached to a taxable premises for lodging or at least three other premises for lodging or a combination of these within the taxing jurisdiction. Proposed changes to the City's Code 18-11.8 – Exemptions, paragraph G (referred to as Exemption G) make the changes authorized by State statute by removing a the following language "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."

Departments Affected:

Land Use, Finance, Tourism, Arts and Culture and Affordable Housing.

Consequences of Not Enacting Legislation:

The City would forego a substantial new revenue source for the Tourism and Arts and Culture Departments and the City's ordinance would be inconsistent with New Mexico statutes.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
The changes in Section 5 of this Bill are identical to those made in Section 2 of Bill No. 2021-9, "Affordable Housing Dedication". Other changes included in the Bill are intended to City Code consistent with State statute.

Performance and Administrative Implications:
While there may be increased revenue, the elimination of Exemptions A and G in the City Code has the potential to add hundreds of new monthly lodgers' tax filers. Changes in Exemption A will require the lodgers' tax filing form to be amended to include the new class of revenue – lodgers' tax greater than 30 days has a different dedication than all other lodgers' tax revenues. The new dedication to the Affordable Housing Trust Fund will require an additional line item be added to the general ledger, and will increase the Cashiers' Office work load. The changes will also impact enforcement, regulation, and audit functions.

Changes in Exemption G will substantially increase the Finance Department's Treasury Division workload. In September 2020, there were 991 short-term rental permittees in Land Use's Energov System. Of those 991 permits, 708 had fewer than three rooms available for short-term rentals and therefore exempt from lodgers' tax. Under current City Code, those vendors are in compliance by filing an exemption form for the year. With the proposed changes, those vendors will be required to file monthly lodgers' tax forms, increasing the Treasury Division workload for processing the monthly tax payments. This will require a full-time FTE dedicated to processing nearly 1000 monthly tax filings as well as increasing the number of financial transactions. Changes in Exemption A may also increase the number of lodgers' tax filers, including non-traditional filers such as apartment owners, and other vendors that lease living units such as duplexes or triplexes to vendees whose permanent residence is elsewhere.

Fiscal Implications:
In general there will be a positive impact to the City by bringing more short-term rentals into the tax base, as the City can afford to expend more effort in enforcing the occupancy tax and the collateral gross receipts tax which the City does not manage or enforce. The magnitude of the increase in tax base is an only an estimate.

The proposed changes will expose more lodging units to the lodgers' tax by taxing temporary lodging after the current 30-day period. Additionally, the proposed changes removes restrictions on the use of the additional funds. Under current statute, use of the proceeds of the lodger's tax is restricted to tourist-related activities but the proposed changes would dedicate the additional proceeds to the Affordable Housing Trust Fund.

Fiscal Impact:
The changes to Exemption A may lead to an estimated $546,000 of additional lodgers' tax revenue per year. Of that, $546,000, revenue derived from the first 30 days, would be allocated per existing code to TOURISM Santa Fe and the Arts and Culture Department. In order to estimate the fiscal impact, Finance staff sampled AirBNB lodgers' tax returns for exemptions. AirBNB units were exempting roughly 20 percent of their pre-covid revenues, $400,000-S600,000 per month, depending on the month. The average sample was over $30,000 per month of exempted lodgers' tax revenue. AirBNB said the only exemption it used was the 30-day exemption.

AirBNB's exempted rental income would approximate $360,000 per year in increased lodgers' tax revenue collected by the City. AirBNB is lodging aggregator, but is estimated to represent half the market of short-term rental lodgers' tax payments. The $546,000 represents a conservative estimate of what would be collected by the City. This estimate does not include apartment rentals to non-permanent residents or improved compliance. The elimination of Exemption G may generate an estimated $30,000 of additional lodgers' tax per year. The proposed changes in Section 18-11.17 would allocate revenue derived from the 31st day and subsequent days to Affordable Housing Trust Fund. To oversee and manage these changes, an additional accounting FTE for the Treasury Division would have salary and benefits costs of $140,000. The net increase in revenue to the City is estimated at $436,000 for TOURISM Santa Fe, the Arts and Culture Department, and the Affordable Housing Trust Fund.

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 21	FYE 22	FYE 23	Require BAR (Y/N) Yes	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and	$ 35,000	$140,000	$140,000	Y	R	213/Lodgers Tax	
Benefits*							
$Capital Outlay	$	$	$				
Contractual/	$	$	$				
Professional Services							
Operating	$	$	$				$
Total:	$ 35,000	$140,000	$140,000				$305,000

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

Expenditure Narrative:
This legislation substantially increases the number of lodgers' tax returns that require monthly processing as well as additional transactions for the Cashiers' Office to process. This adds one FTE to whose primary responsibility is the administration of lodgers' tax.

Revenue

Revenue Type	FYE 21	FYE 22	FYE 23	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$150,000	$576,000	$625,000	R	213; 240
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$150,000	$576,000	$625,000		

Revenue Narrative:
The inclusion of rentals over 30 days may increase revenues annually. The estimated revenue increase above is based on an increase of 120,000 room nights annually at a rate of $65 per night. That is $7.8 million in previously untaxed revenue going to lodging vendors. The elimination of the number of rooms exemption may generate additional revenue, potentially $30,000 per year, but will assist greatly with the enforcement and collection of lodgers' tax. These changes to the City Code, in combination with the capabilities of the new ERP system, will enhance the City's enforcement capability by comparing who is filing the monthly lodgers' tax returns with who has business licenses and short-term rental permits.

11. DISCUSSION/ACTION ITEMS

f. CONSIDERATION OF RESOLUTION NO. 2021____. (Mayor Webber)

A Resolution Extending the State of Emergency as Proclaimed by the Mayor on March, 29, 2021 by Fifty-Four (54) Days, Expiring at Noon on May 24, 2021, Pursuant to Section 20-1.3(C) SFCC 1987. (Erin K. McSherry, City Attorney, ekmcsherry@santafenm.gov, 955-6512)

Name: Stefanie Beninato
Comment - 03/31/2021 12:48 PM: (No Vote)

No more emergency powers declarations if we are at turquoise. Time to reopen city hall and put your money where your mouth is—either we are safe and engaging in safe practices or not.

And time to start enforcing and having employees observe the masking requirements at public facilities. At rec centers, I have seen high level managers sit in their offices without masks even though members of the public and staff go into those offices. I have seen other staff members working public desk or in an office emerge into a public area without a mask. Many swimmers are good at observing the mask requirements but there are several regular swimmers who have to get completely dressed or attend to conditioning and combing their hair before they put a mask on. The policy was supposed to be Mask is Last thing off and first thing on.

Hair can be done at home or in your car; clothing can be of the type that you can get over your head without disturbing the mask.

And staff particularly should be following the guidelines. It is about droplet distribution—not just proximity.

If you are going to have 2 swimmers in a lane without knowing if they have had COVID vaccines, the mask requirements is more than essential

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-__

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

EXTENDING THE STATE OF EMERGENCY AS PROCLAIMED BY THE MAYOR ON MARCH 29, 2021 BY FIFTY-FOUR (54) DAYS, EXPIRING AT NOON ON MAY 24, 2021, PURSUANT TO SECTION 20-1.3(C) SFCC 1987.

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

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

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

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

Department of Health; and

WHEREAS, the public health emergency declared by the New Mexico Department of Health continues; and

WHEREAS, subsequent to the Governing Body's amendments to Section 20-1.3, the Mayor has proclaimed a state of emergency four times in response to the continuing public health on May 25, 2020, July 27, 2020, September 28, 2020; November 30, 2021, and January 20, 2021 (COVID-19 Proclamations II through VII); and

WHEREAS, on February 1st, 2021 the Governing Boy extended COVID-19 Proclamation VII for fifty-six days; and

WHEREAS, while vaccine distribution has begun since Mayor Webber issued Proclamation VI, supply of the vaccine is currently limited and inoculation to levels that will provide herd immunity will take months to implement; and

WHEREAS, COVID-19 infections continue to spread and new, more infectious variants have emerged; and

WHERES, at least one of the more infectious variants has been detected in New Mexico, requiring ongoing diligence and City response to suppress the virus; and

WHEREAS, the COVID-19 Proclamation I and the resolution extending it, Resolution No. 2020-10, are attached as Exhibit A; COVID-19 Proclamation II and the resolution extending it, Resolution No. 2020-13 are attached as Exhibit B; COVID-19 Proclamation III and the resolution extending it, Resolution No. 2020-20, are attached as Exhibit C; COVID-19 Proclamation IV and the resolution extended it, Resolution No. 2020-30 are attached as Exhibit D; COVID-19 Proclamation V and the resolution extending it, Resolution No. 2020-39 are attached as Exhibit E; COVID-19 Proclamation VI and the resolution extending it, Resolution No. 2020-44 are attached as Exhibit F; COVID-19 Proclamation VII and the resolution extending it, Resolution No. 2021-9 are attached as Exhibit G; and COVID-19 Proclamation VIII is attached as Exhibit H;

and

WHEREAS, if not extended, Proclamation VIII would expire on April 1, 2021; and

WHEREAS, the Governing Body wishes to extend Proclamation VIII for an additional fifty-four (54) days pursuant to Section 20-1.3(C), an extension timeline that will allow, if needed, reissuance by the Mayor and extension by the Governing Body on May 26, 2021, a regularly scheduled Governing Body meeting.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that Proclamation VIII is hereby extended by fifty-four (54) days, expiring at noon on May 24, 2021, pursuant to Section 20-1.3(C).

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/State of Emergency Extension VIII

EXHIBIT A

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2020-10

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

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

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

WHEREAS, the Declaration is attached as Exhibit A;

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

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

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

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

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

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

ALAN M. WEBBER, MAYOR

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2020/Resolutions/2020-10 State of Emergency Extension

CITY OF SANTA FE

PROCLAMATION OF EMERGENCY

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

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

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

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

EXHIBIT "A"

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

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

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

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

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

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

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

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

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

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

I. I order the following:

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

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

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

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

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

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

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

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

a. For those at high risk (elderly and immune compromised individuals), secure 3 months of all necessary medical prescriptions;

b. Avoid contact with people who are sick;

c. Wash your hands often with soap and water for at least 20 seconds, especially after blowing your nose, coughing, or sneezing, or having been in a public place;

d. If soap and water are not available, use a hand sanitizer that contains at least 60% alcohol;

e. To the extent possible, avoid touching high-touch surfaces in public places, such as elevator buttons, door handles, and handrails;

f. Use a tissue or your sleeve to cover your hand or finger if you must touch something;

g. Avoid handshaking;

h. Avoid touching your face, nose, and eyes;

i. Clean and disinfect your home to remove germs: practice routine cleaning of frequently touched surfaces (for example: tables, doorknobs, light switches, handles, desks, toilets, faucets, sinks, cell phones and other electronic devices);

j. Avoid crowds, especially in poorly ventilated spaces;

k. Avoid human-to-human contact sports and swimming pools; and

l. Avoid all non-essential travel, including plane trips and cruise ships.

III. I also encourage the following:

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

[redacted]

b. Local businesses should ban non-essential travel for work;

c. Local businesses should, when feasible, allow employees to take leave to care for children while the schools are closed;

d. Local businesses should establish capabilities for employees to work from home where feasible;

e. Local businesses should, to the extent feasible, respond to requests from the City to contribute to and participate in such activities and efforts as may assist in responding to the current COVID-19 health crisis;

f. Residents should refrain from hoarding household and medical supplies, such as water, sanitizer, diapers, non-perishable food items, and toilet paper;

g. Residents should refrain from reselling purchases of household items for exorbitant prices;

h. Residents should, to the extent feasible without compromising other advisories, patronize and shop at local businesses, merchants, and vendors;

i. Residents should sign up for Alert Santa Fe at https://www.santafenm.gov/alertsantafe; and

j. Residents should identify opportunities to use technology to maintain supportive community engagement and contact with the City's most

vulnerable populations.

IV. Effective Date

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

V. Term.

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

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

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

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
(SEAL)

EXHIBIT B

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2020-13

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

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

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

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

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

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

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

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

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

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

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

ALAN WEBBER, MAYOR

ATTEST:.

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

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

EXHIBIT B

CITY OF SANTA FE

PROCLAMATION OF EMERGENCY II- COVID-19

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I. I order the following:

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

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

perform emergency functions;

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

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

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

f. Landlords are prohibited from evicting residential and commercial tenants who, because of the public health emergency, are unable to pay rent on time. This order does not seek to change the obligation of the tenant to pay rent;

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

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

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

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

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

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

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

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

a. For those who have traveled out of state or out of the country, self-quarantine for two (2) weeks after return or arrival to New Mexico;

b. For those at high risk (elderly and immune compromised individuals), secure three (3) months of all necessary medical prescriptions;

c. Avoid contact with people who are sick;

d. Practice "social distancing", by maintain six (6) feet between yourself and others;

e. Wash your hands often with soap and water for at least 20 seconds, especially after blowing your nose, coughing, or sneezing, or having been in a public place;

f. If soap and water are not available, use a hand sanitizer that contains at least sixty percent (60%) alcohol;

g. To the extent possible, avoid touching high-touch surfaces in public places, such as elevator buttons, door handles, and handrails;

h. Use a tissue or your sleeve to cover your hand or finger if you must touch something;

i. Avoid handshaking;

j. Avoid touching your face, nose, and eyes;

k. Clean and disinfect your home to remove germs: practice routine cleaning of frequently touched surfaces (for example, tables, doorknobs, light switches, handles, desks, toilets, faucets, sinks, cell phones, and other electronic devices);

l. Avoid all non-essential travel, including plane trips and cruise ships.

III. I also encourage the following:

a. To the greatest extent possible, all residents should stay at home, with the exception of essential trips such as going to buy food, getting medical prescriptions filled and supplies purchased, and to attend to other essential business;

b. Local businesses should offer paid sick leave whenever feasible;

c. Local businesses should ban non-essential travel for work;

d. Local businesses should, when feasible, allow employees to take leave to care for children while the schools are closed;

e. Local businesses should establish capabilities for employees to work from home where feasible;

f. Local businesses should, to the extent feasible, respond to requests from the City to contribute to and participate in such activities and efforts as may assist in responding to the current COVID-19 health crisis;

g. Residents should refrain from hoarding household and medical supplies, such as water, sanitizer, diapers, non-perishable food items, and toilet paper;

h. Residents should refrain from reselling purchases of household items for exorbitant prices;

i. Residents should, to the extent feasible without compromising other advisories, patronize and shop at local businesses, merchants, and vendors;

j. Residents should sign up for "Alert Santa Fe" at https://www.santafenm.gov/alertsantafe; and

k. Residents should identify opportunities to use technology to maintain supportive community engagement and contact with the City's most vulnerable populations;

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

IV. Effective Date

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

V. Term.

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

Body of the City of Santa Fe, New Mexico.

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

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

ATTEST:

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

EXHIBIT C

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2020-20

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

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

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

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

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

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

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

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

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

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

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

ALAN WEBBER, MAYOR

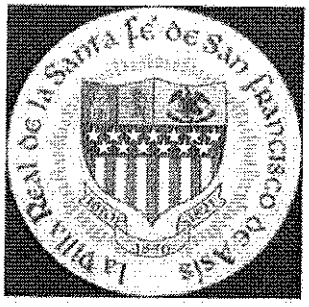
ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

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



CITY OF SANTA FE

PROCLAMATION OF EMERGENCY III- COVID-19

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I. I order the following:

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

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

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

i. reducing or eliminating in-person provision of City services wherever possible

ii. directing City employees, as applicable, to perform emergency functions; and

iii. working with the Human Resources Department to issue policies regarding COVID-19 Safe Practices for City employees;

c. The City Manager shall address the financial emergency by

i. identifying savings across the City's operations;

ii. making recommendations to the Governing Body regarding options for streamlining and reducing the cost of City government, including options for reduced service levels and ways as well as ways to increase City revenues; and

iii. identifying mechanisms and facilitating City collaboration with local

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

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

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

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

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

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

must be reported fully and on time;

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

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

k. The collection of City transit fees is suspended;

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

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

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

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

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

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

a. For those who flown into New Mexico from out of the state or out of the country, self-quarantine for two (2) weeks after return or arrival to New Mexico;

b. For those at high risk (elderly and immune compromised individuals), secure three (3) months of all necessary medical prescriptions;

c. Avoid contact with people who are sick;

d. Practice "social distancing", by maintain six (6) feet between yourself and others;

e. Wash your hands often with soap and water for at least 20 seconds,

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

f. If soap and water are not available, use a hand sanitizer that contains at least sixty percent (60%) alcohol;

g. To the extent possible, avoid touching high-touch surfaces in public places, such as elevator buttons, door handles, and handrails;

h. Use a tissue or your sleeve to cover your hand or finger if you must touch something;

i. Avoid handshaking;

j. Avoid touching your face, nose, and eyes;

k. Clean and disinfect your home to remove germs: practice routine cleaning of frequently touched surfaces (for example, tables, doorknobs, light switches, handles, desks, toilets, faucets, sinks, cell phones, and other electronic devices); and

l. Avoid all non-essential travel, including plane trips and cruise ships.

III. I also encourage the following:

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

b. Local businesses should offer paid sick leave whenever feasible;

c. Local businesses should ban non-essential travel for work;

d. Local businesses should, when feasible, allow employees to take leave to care for children while the schools are closed;

e. Local businesses should establish capabilities for employees to work from home where feasible;

f. Local businesses should, to the extent feasible, respond to requests from the City to contribute to and participate in such activities and efforts as may assist in responding to the current COVID-19 health crisis;

g. Residents should refrain from hoarding household and medical supplies, such as water, sanitizer, diapers, non-perishable food items, and toilet paper;

h. Residents should refrain from reselling purchases of household items for exorbitant prices;

i. Residents should, to the extent feasible without compromising other advisories, patronize and shop at local businesses, merchants, and vendors;

j. Residents should sign up for "Alert Santa Fe" at https://www.santafenm.gov/alertsantafe; and

k. Residents should identify opportunities to use technology to maintain

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

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

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

> Act as if I carry the coronavirus.
> Maintain social distancing of at least six feet.
> Wear a face covering, wash my hands, use sanitizer.
> Buy from local businesses that also make this promise.
> Practice patience, compassion, empathy, connection, respect and love.
> We will keep Santa Fe safe. We will keep Santa Fe open. Together.

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

IV. Effective Date

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

V. Term.

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

Body of the City of Santa Fe, New Mexico.

DONE at Santa Fe, New Mexico this 25th day of May, 2020 at the hour of 7:15 o'clock P.M. (MDT).

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

ATTEST:

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

EXHIBIT D

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2020-30

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

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

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

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

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

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

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

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

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

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

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

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

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

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

ALAN WEBBER, MAYOR

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

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

CITY OF SANTA FE

PROCLAMATION OF EMERGENCY IV- COVID-19

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

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

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

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

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

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

EXHIBIT "D"

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

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

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

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

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

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

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

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

WHEREAS, Proclamation III expires on July 26, 2020;

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

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

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

In particular, I take the following actions:

I. I order the following:

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

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

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

i. reducing or eliminating in-person provision of City services wherever possible;

ii. directing City employees, as applicable, to perform emergency functions;

iii. adopting a policy to evaluate and address the public health risks, environmental compliance of, and locations of encampments, and to provide residents of such encampments with access to available social services, including transitional housing in furtherance of the Built for Zero initiative to eliminate chronic homelessness, to avoid removing encampments when leaving them in place furthers the purposes of this Order; and

iii. working with the Human Resources Department to issue policies regarding COVID-19 Safe Practices for City employees;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. I also encourage the following:

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

Promise, below;

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

I promise to:

Act as if I carry the coronavirus.
Maintain social distancing of at least six feet.
Wear a face covering, wash my hands, use sanitizer.
Buy from local businesses that also make this promise.
Practice patience, compassion, empathy, connection, respect and love.
We will keep Santa Fe safe. We will keep Santa Fe open.

Together.

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

IV. Effective Date

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

V. Term.

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

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

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

ATTEST:

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

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2020-39

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

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

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

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

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

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

Department of Health; and

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

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

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

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

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

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

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

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

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

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

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

ALAN WEBBER, MAYOR

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

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

EXHIBIT E

CITY OF SANTA FE

PROCLAMATION OF EMERGENCY V- COVID-19

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

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

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

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

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

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

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

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

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

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

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

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

imposing various restrictions on activities within New Mexico;

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

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

WHEREAS, Proclamation IV expired on September 27, 2020;

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

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

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

In particular, I take the following actions:

I. I order the following:

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

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

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

i. reducing or eliminating in-person provision of City services wherever possible;

ii. directing City employees, as applicable, to perform emergency functions;

iii. facilitating the implementation of the policy adopted to evaluate and address the public health risks, environmental compliance of, and locations of encampments, and to provide residents of such encampments with access to available social services, including transitional housing in furtherance of the Built for Zero initiative to eliminate chronic homelessness, to avoid removing encampments when leaving them in place furthers the purposes of this Order; and

iii. working with the Human Resources Department to issue policies regarding COVID-19 Safe Practices for City employees;

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

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

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

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

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

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

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

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

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

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

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

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

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

III. I also encourage the following:

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

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

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

I promise to:

Act as if I carry the coronavirus.
Maintain social distancing of at least six feet.
Wear a face covering, wash my hands, use sanitizer.
Buy from local businesses that also make this promise.
Practice patience, compassion, empathy, connection, respect and love.

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

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

IV. Effective Date

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

V. Term.

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

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

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

ATTEST:

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

Exhibit F

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2020-44

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

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

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

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

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

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

Department of Health; and

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

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

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

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

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

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

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

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

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

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

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

PASSED, APPROVED, and ADOPTED this 1st day of December, 2020.

ALAN WEBBER, MAYOR

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2020/Resolutions/2020-44 State of Emergency Extension VI

CITY OF SANTA FE

PROCLAMATION OF EMERGENCY VI- COVID-19

November 30, 2020

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, Proclamation V expired on November 29, 2020;

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

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

In particular, I take the following actions:

I. I order the following:

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

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

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

i. reducing or eliminating in-person provision of City services wherever possible;

ii. directing City employees, as applicable, to perform emergency functions;

iii. facilitating the implementation of the policy adopted to evaluate and address the public health risks, environmental compliance of, and locations of encampments, and to provide residents of such encampments with access to available social services, including transitional housing in furtherance of the Built for Zero initiative to eliminate chronic homelessness, to avoid removing encampments when leaving them in place furthers the purposes of this Order; and

iii. working with the Human Resources Department to issue policies regarding COVID-19 Safe Practices for City employees;

c. All available resources of the City shall be used to address the emergency as reasonably necessary, including the following practices:

i. The City shall only provide in-person services to persons following COVID-Safe practices and requirements, including wearing a facial covering;

ii. If a member of the public requiring services has a medical reason to not wear a facial covering, and provides City employees evidence of that medical limitation, City employees shall find a reasonable way to accommodate providing services to that member of the public that does not include putting the employee at risk; and

iii. City employees shall participate in regular COVID-19 testing if the

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

B. Grocery stores and supermarkets shall:

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

7. Provide, as available, alcohol-based sanitizers in the store for customer use;

8. Implement procedures to sanitize frequent touch-points in the store throughout the day;

9. Discontinue all self-service salad bars, self-service food stations, including bulk food stations, and product tasting or sampling stands;

10. Designate employees or use management personnel to ensure that stores follow the Center for Disease Control's cleaning guidelines; implement procedures to ensure that both customers and employees remain at least six (6) feet apart, including "social distancing lines" that begin six (6) feet from checkout counters; and monitor social distancing and assist customers in practicing social distancing in the stores;

11. "Meter" the number of customers in the store at any one time, limiting the number to no more than thirty percent (30%) of the facility's listed fire capacity or a number that allows for a six (6) foot radius between all customers when considering all infrastructure in the facilities, by designating staff, management personnel, or contractors to count the number of customers entering and leaving the store and to enforce the limits;

12. Mark off six (6) foot distances between waiting spaces where lines form, both inside and outside the store; and

13. Provide exclusive hours for self-identified high-risk populations and limit entrances during those special shopping hours to twenty-five percent (25%) of maximum occupancy levels.

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

1. All sports courts, including basketball courts, handball courts, and any other courts in the City's parks are closed to the public and may not be used;

2. All playground equipment in City parks is closed to the public and may not be used;

3. All athletic fields in City parks are closed; and

4. All other infrastructure in City parks, including skate parks, is

closed to the public and may not be used.

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

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

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

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

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

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

III. I also encourage the following:

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

vendors;

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

IV. Effective Date

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

V. Term.

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

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

_____

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

ATTEST:

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

State of Emergency Extension COVID- VI - Final Version

Final Audit Report 2020-11-30

Created:	2020-11-30
By:	Irene Romero (ikromero@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA8SFzKUWP1eGYQ3f0ivqkl9LvdAlo-YXn

"State of Emergency Extension COVID- VI - Final Version" History

Document created by Irene Romero (ikromero@ci.santa-fe.nm.us)
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CITY OF SANTA FE

PROCLAMATION OF EMERGENCY VII- COVID-19

January 30, 2021

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

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

WHEREAS, such an emergency proclamation allows the Mayor to prohibit and/or require certain actions to protect life and property and to preserve public peace and safety;

WHEREAS, SFCC 1987, Section 2-16, defines "emergency" to include a "public health or medical emergency" and other occurrences "requiring an emergency response, or any other condition that warrants action to protect life, property, or the environment";

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

WHEREAS, on January 31, 2020, the United States Department of Health and Human Services Secretary declared a public health emergency to assure that the federal government had appropriate resources to combat the spread of the COVID-19 virus;

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

WHEREAS, on March 12, 2020, Kathyleen M. Kunkel, Cabinet Secretary of the New Mexico Department of Health, declared the COVID-19 outbreak a condition of public health importance as defined in the New Mexico Public Health Act, NMSA 1978, Section 24-1-2;

WHEREAS, the spread of COVID-19 in New Mexico and the City of Santa Fe has killed, harmed, impaired economically and suppressed the wellbeing of the residents of the City, resulting in an ongoing and significant negative impact on the social, economic, and overall quality of life of the residents of Santa Fe;

WHEREAS, pursuant to the foregoing clauses, I declared an emergency to exist in the City on March 13, 2020, (Proclamation I), March 23, 2020 (Proclamation II), May 26, 2020 (Proclamation III), July 27, 2020 (Proclamation IV), September 28, 2020 (Proclamation V); and November 30, 2020 (Proclamation VI);

WHEREAS, Secretary Kunkel issued a series of Public Health Orders and Amendments on March 13, 2020; March 16, 2020; March 19, 2020; March 23, 2020; March 25, 2020; April 6, 2020; April 11, 2020; April 30, 2020; May 5, 2020; May 15, 2020, May 27, 2020; June 1, 2020; June 12, 2020; June 15, 2020; June 30, 2020; July 13, 2020, July 30, 2020; August 28, 2020; September 3, 2020; and September 18, 2020; Acting NMDOH Cabinet Secretary Billy Jimenez issued additional Public Health Orders and Amendments on October 16, 2020; October 22, 2020; November 5, 2020; November 13, 2020; November 18, 2020; November 30, 2020; December 2, 2020; and December 9, 2020; and Secretary-Designate Tracie C. Collins issued additional Public Health Orders and Amendments on December 15, 2020; December 23, 2020; December 30, 2020; and January 8, 2021, imposing various restrictions on activities within New Mexico;

WHEREAS, a growing number of individuals have been infected with COVID-19 in New Mexico, including 9,064 cases in Santa Fe County as of yesterday, November 29, 2020, nearing twice the number of cases recorded on the date I issued

Proclamation VI (5,053);

WHEREAS, since my last proclamation, several new variants of the COVID-19 virus have been identified that have a higher infection rate, which results in the virus causing more illness and deaths per capita;

WHEREAS, at least two instances of one of the known, more infectious variants were recently detected in New Mexico;

WHEREAS, 114 Santa Fe County residents have died from COVID-19 infections as of January 29, 2021;

WHEREAS, the State's public health order is now structured to classify counties as "Red", "Yellow" or "Green", depending upon their COVID-19 positivity rates and infection rates;

WHEREAS, as counties lower their positivity rates and infection rates, they move from Red to Yellow to Green and, as the risk of virus spread declines, restrictions are also reduced on indoor dining, retail occupancy, and the size of gatherings;

WHEREAS, despite recent improvements in infection and positivity rates, Santa Fe County remains classified as "Red";

WHEREAS, since my last proclamation, the first COVID-19 vaccines were authorized for experimental use in the United States and approximately 250,000 doses have been administered in New Mexico;

WHEREAS, two doses of the vaccines, administered several weeks apart, and a waiting period following the second shot, are needed to achieve the vaccines' approximate 95% efficacy rate;

WHEREAS, current demand for both of the vaccines far exceeds their availability, and that imbalance between supply and demand is expected to continue for several months;

WHEREAS, on a population level, the efficacy of the vaccines on infection rates is improved if the vaccine is administered when the local infection rate is lower: 95% prevention of infection for 100 cases that would otherwise occur results in 5 cases,

while 95% prevention of 1000 cases that would otherwise occur results in 50 cases;

WHEREAS, COVID-19 testing is now readily available for free for those with or without symptoms and for those with or without known exposures;

WHEREAS, recently, local COVID-19 test results often come back within 48 hours;

WHEREAS, free, at-home COVID-19 saliva tests are available for New Mexicans from "https://learn.vaulthealth.com/nm/";

WHEREAS, regular, surveillance testing for COVID-19 helps to suppress the infection rate by notifying asymptomatic persons who test positive that they need to quarantine;

WHEREAS, increased, regular testing of asymptomatic persons also improves the positivity rate by increasing the likelihood that there will be more tests with a negative result;

WHEREAS, many City employees are unable to telework and they are, therefore, at risk of spreading the virus to others and contracting the virus while working;

WHEREAS, a number of the City's firefighters are trained to test for COVID-19 and other City employees could be trained to assist with implementing regular, surveillance testing;

WHEREAS, Proclamation VI expired at noon today, January 30, 2021; and

WHEREAS, certain orders I previously issued remain necessary to protect life and property and preserve the public peace and safety of the people of Santa Fe; other orders I previously issued require updating to address the continuing pandemic; and certain new orders will improve the City of Santa Fe's pace of recovery from, and limit the harm caused by, the pandemic.

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

20-1.2 through 20-1.5 of the Santa Fe City Code of 1987, to preserve the peace and order in the City of Santa Fe.

In particular, I take the following actions:

I. I order the following:

a. Gatherings of greater than five (5) persons, or ten (10) or more vehicles, may not take place on the public streets, public parks, or other open areas, either public or private, or in any public building for coordinated events while Santa Fe County is classified as "Red" under the State's public health order. When Santa Fe County's NMDOH "Red to Green" status changes to Yellow or Green, this order shall allow or restrict, as applicable, the number of persons and vehicles permitted under the State's limitations for that level of risk to gather. As used herein, "public" means a place used for a public purpose or as a place of public gathering, owned or under the control of the City and privately owned properties that are open to the public, other than in religious and educational buildings as permitted pursuant to State orders that are in place. "Assemble or gather" refers to intentional assemblies of a group of people; it does not refer to the use of a space by five or more individuals or by families in a location's regular course of business. That is, this prohibition does not restrict a person from shopping at a retail location where there are already more than five (5) customers or from entering a commercial establishment that happens to have more than five (5) people present at that time. This prohibition also does not apply to shelters, hospitals, or other healthcare settings;

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

i. reducing or eliminating in-person provision of City services wherever possible;

ii. directing City employees, as applicable, to perform emergency functions;

iii. facilitating the implementation of the policy adopted to evaluate and address the public health risks, environmental compliance of, and locations of encampments, and to provide residents of such encampments with access to available social services, including transitional housing in furtherance of the Built for Zero initiative to eliminate chronic homelessness, to avoid removing encampments,

other than encampments in City parks, when leaving them in place furthers the purposes of this Order; and

iv. working with the Human Resources Department to issue policies regarding COVID-19 Safe Practices for City employees;

c. All available resources of the City shall be used to address the emergency as reasonably necessary, including the following:

i. The City shall only provide in-person services to persons who are following COVID Safe Practices (CSPs) and requirements, including wearing a facial covering;

ii. If a member of the public requiring services has a medical reason to not wear a facial covering, City employees shall find a reasonable way to accommodate providing services to that member of the public that does not include putting employees at risk;

iii. Should the City's temporary administrative and sick leave authorized pursuant to Resolution No. 2020-11 and the City Manager's existing administrative leave authority not be sufficient to implement the New Mexico Department of Health's recommended quarantining time periods for close contacts, positive cases, and/or to allow the care of family members who are at home due to the limitations imposed under the declared emergency, the City Manager shall provide administrative leave up to the permitted hours and pursuant to the other limitations that were permitted under the federal leave benefits that expired on December 31, 2020 under the Families First Coronavirus Response Act (FFCRA), including Emergency Paid Sick Leave (EPSL) and Expanded Family and Medical Leave (EFMLA); and

iv. Upon availability and notice, City employees shall participate in regular/surveillance testing provided by the City, during the work day, as follows:

A. Employees who cannot telework a majority of their time shall be tested on at least an every-other-weekly basis;

B. Employees who telework a majority of their time shall be tested or shall self-administer an at-home test on at least a monthly basis;

C. Employees who only telework from home are encouraged but not required to get tested on a regular basis; and

D. Employees who provide the City's Human Resources Department documentation that they have received a

COVID-19 vaccine and the associated booster shot shall be exempt from testing requirements two weeks after receipt of their booster shot;

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

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

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

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

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

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

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

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

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

to the public. This order does not seek to change the obligation of a tenant to pay rent and strongly encourages discussions of payment plans between landlords and tenants;

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

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

j. The April 6, 2020 orders I issued regarding grocery stores and super markets remain in place, except that, beginning on February 7, 2021, the City shall again enforce its Single-Use Carryout Bags Ordinance, Section 21-8, in relation to in-store purchases from grocery stores and super markets.

i. Beginning immediately, stores must permit customers to use reusable bags, but may require customers to pack the bags the customers are reusing.

ii. To the extent that the following orders are more restrictive than the current effective Public Health Order, grocery stores and supermarkets shall:

1. Provide access to handwashing facilities and break time for employees to wash their hands;
2. Provide customers access to restrooms for hand washing, if possible, without causing other risks to customers or employees;
3. Disinfect handles of all shopping carts and baskets in between uses or provide customers access to disinfecting options, as accessible, at the point or points of entry;
4. Provide disinfecting wipes, as available, at cash registers and other high-touch points in the store;
5. Provide, as available, alcohol-based sanitizers in the store for customer use;
6. Implement procedures to sanitize frequent touch-points in the store throughout the day;
7. Discontinue all self-service salad bars, self-service food

stations, including bulk food stations, and product tasting or sampling stands;

8. Designate employees or use management personnel to ensure that stores follow the Center for Disease Control's cleaning guidelines; implement procedures to ensure that both customers and employees remain at least six (6) feet apart, including "social distancing lines" that begin six (6) feet from checkout counters; and monitor social distancing and assist customers in practicing social distancing in the stores;

9. "Meter" the number of customers in the store at any one time, limiting the number to no more than thirty percent (30%) of the facility's listed fire capacity or a number that allows for a six (6) foot radius between all customers when considering all infrastructure in the facilities, by designating staff, management personnel, or contractors to count the number of customers entering and leaving the store and to enforce the limits;

10. Mark off six (6) foot distances between waiting spaces where lines form, both inside and outside the store; and

11. Provide exclusive hours for self-identified high-risk populations and limit entrances during those special shopping hours to twenty-five percent (25%) of maximum occupancy levels.

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

l. Retail; restaurants; office and call centers; grocery stores and farmers' markets; youth sports and programs; intercollegiate sports; professional sports; manufacturing, warehouse, and food production; hotels, resorts and lodging; golf courses; tour operators; houses of worship; farms, ranches and dairy producers and processors; veterinarians and animal care facilities; construction and field operations; automobile dealerships and services; salons, spas, tattoo parlors and related services; gyms; drive-in events; museums and cultural institutions; youth livestock shows; agritourism establishments; and medical providers and other industries shall comply with

the State-issued CSPs to the extent applicable, which are accessible online: https://cv.nmhealth.org/covid-safe-practices/; and

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

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

a. For those who have traveled into New Mexico from out of the state or out of the country, self-quarantine as required in the Executive Order in place at the time of return to the State. Currently that Order requires a fourteen (14) day self-quarantine when an individual returns to New Mexico from a State or Country with a positive test rate of greater than a seven-day rolling average of 80 per 100,000 individuals or five percent (5%) or greater and advises such a quarantine after return from a state with a positivity rate lower than 80 per 100,000 or 5 percent or greater;
b. For those at high risk (elderly and immune compromised individuals), secure three (3) months of all necessary medical prescriptions;
c. Avoid contact with people who are sick;
d. Practice "social distancing", by maintain six (6) feet between yourself and others;
e. Wash your hands often with soap and water for at least 20 seconds, especially after blowing your nose, coughing, or sneezing, or having been in a public place;
f. If soap and water are not available, use a hand sanitizer that contains at least sixty percent (60%) alcohol;
g. To the extent possible, avoid touching high-touch surfaces in public places, such as elevator buttons, door handles, and handrails;
h. Use a tissue or your sleeve to cover your hand or finger if you must touch something;
i. Avoid handshaking;
j. Avoid touching your face, nose, and eyes;
k. Clean and disinfect your home to remove germs: practice routine

cleaning of frequently touched surfaces (for example, tables, doorknobs, light switches, handles, desks, toilets, faucets, sinks, cell phones, and other electronic devices); and

l. Avoid all non-essential travel, including plane trips and cruise ships.

III. I also encourage the following:

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

https://www.santafenm.gov/promise:

I promise to:

Act as if I carry the coronavirus.
Maintain social distancing of at least six feet.
Wear a face covering, wash my hands, use sanitizer.
Buy from local businesses that also make this promise.
Practice patience, compassion, empathy, connection, respect and love.
We will keep Santa Fe safe. We will keep Santa Fe open. Together.

n. Residents should support local businesses that take the Santa Fe Promise;
o. Residents should download the NOVID phone application, which allows for user alerts of their actual or potential exposure to individuals who have a positive COVID-19 test within a relevant time period, without either collecting or disclosing the users' personal identifying information or locations;
p. Residents should register for the COVID-19 vaccine at https://cvvaccine.nmhealth.org and update their profile regularly; and
q. Residents and visitors should regularly obtain COVID-19 testing, either in person at one of the many local testing sites, searchable on the NMDOH website (https://cvprovider.nmhealth.org/directory.html) or at home, using a self-administered saliva test, available at https://learn.vaulthealth.com/nm/.

IV. Effective Date

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

V. Term.

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

DONE at Santa Fe, New Mexico this 30 day of January, 2021 at the hour of_____ o'clock __.M. (MDT).

_

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

ATTEST:

Kristine Mihelcic (Jan 30, 2021 12:05 MST)

KRISTINE MIHELCIC, CITY CLERK
(S E A L)

CITY OF SANTA FE
PROCLAMATION OF EMERGENCY VIII- COVID-19
March 29, 2021

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

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

WHEREAS, such an emergency proclamation allows the Mayor to prohibit and/or require certain actions to protect life and property and to preserve public peace and safety;

WHEREAS, SFCC 1987, Section 2-16, defines "emergency" to include a "public health or medical emergency" and other occurrences "requiring an emergency response, or any other condition that warrants action to protect life, property, or the environment";

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

WHEREAS, on January 31, 2020, the United States Department of Health and Human Services Secretary declared a public health emergency to assure that the federal government had appropriate resources to combat the spread of the COVID-19 virus;

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

WHEREAS, on March 12, 2020, Kathyleen M. Kunkel, Cabinet Secretary of the New Mexico Department of Health, declared the COVID-19 outbreak a condition of public health importance as defined in the New Mexico Public Health Act, NMSA 1978, Section 24-1-2;

WHEREAS, the spread of COVID-19 in New Mexico and the City of Santa Fe has killed, harmed, impaired economically and suppressed the wellbeing of the residents of the City, resulting in an ongoing and significant negative impact on the social, economic, and overall quality of life of the residents of Santa Fe;

WHEREAS, pursuant to the foregoing clauses, I declared an emergency to exist in the City on March 13, 2020, (Proclamation I), March 23, 2020 (Proclamation II), May 26, 2020 (Proclamation III), July 27, 2020 (Proclamation IV), September 28, 2020 (Proclamation V); November 30, 2020 (Proclamation VI); and January 30, 2021 (Proclamation VII);

WHEREAS, former Secretary Kunkel, formerly acting NMDOH Cabinet Secretary Billy Jimenez, and current Secretary Tracie C. Collins have issued a series of Public Health Orders and Amendments, approximately 38 of them, beginning on March 13, 2020; , with the most recent issued on March 15, 2021, imposing various restrictions on activities within New Mexico;

WHEREAS, a growing number of individuals have been infected with COVID-19 in New Mexico, including 9,834 cases in Santa Fe County as of March 28, 2021;

WHEREAS, since my last proclamation, the new variants of the COVID-19 virus, at least some with higher infection rates, have continued to spread;

WHEREAS, at least two instances of one of the known, more infectious variants were recently detected in New Mexico;

WHEREAS, 142 Santa Fe County residents have died from COVID-19 infections as of March 28, 2021;

WHEREAS, the State's public health order is now structured to classify counties as "Red", "Yellow", "Green", or "Turquoise" depending upon their COVID-19 positivity rates, infection rates, and the continuity of those rates;

WHEREAS, as counties lower their positivity rates and infection rates, they move from Red to Yellow to Green and, as the risk of virus spread declines, restrictions are also reduced on indoor dining, retail occupancy, and the size of gatherings;

WHEREAS, if a county remains within the positivity rates and infection rates of the Green level for the two weeks after being classified as Green, it becomes classified "Turquoise", lifting COVID-19 restrictions significantly;

WHEREAS, Santa Fe County recently became classified as "Green", then "Turquoise";

WHEREAS, with the Turquoise classification, gatherings of 150 persons are permitted, bars and clubs in the County may operate with 33% indoor capacity, and recreation centers and large event centers in the County may operate at 50% capacity;

WHEREAS, if Santa Fe's positivity or infection rates fall below the Green level, the County will fall two levels, to the "Yellow" category, with significantly restricted gatherings and business operations;

WHEREAS, while reopening steps are positive for the County's economy, they also increase the risk of infection for unvaccinated persons;

WHEREAS, three COVID-19 vaccines have now been authorized for experimental use in the United States and more than 1 million doses have been administered in New Mexico;

WHEREAS, for two of the three vaccines, two doses of the vaccines, administered several weeks apart, and a waiting period following the second shot, are needed to achieve the vaccines' approximate 95% efficacy rate;

WHEREAS, current demand for all three of the vaccines far exceeds their availability, and that imbalance between supply and demand is expected to continue through at least April and May;

WHEREAS, on a population level, the efficacy of the vaccines on infection rates is improved if the vaccine is administered when the local infection rate is lower: 95% prevention of infection for 100 cases that would otherwise occur results in 5 cases, while 95% prevention of 1000 cases that would otherwise occur results in 50 cases;

WHEREAS, COVID-19 testing is now readily available for free for those with or without symptoms and for those with or without known exposures;

WHEREAS, recently, local COVID-19 test results often come back within 48 hours;

WHEREAS, free, at-home COVID-19 saliva tests are available for New Mexicans from "https://learn.vaulthealth.com/nm/";

WHEREAS, regular, surveillance testing for COVID-19 helps to suppress the infection rate by notifying asymptomatic persons who test positive that they need to quarantine;

WHEREAS, increased, regular testing of asymptomatic persons also improves the positivity rate by increasing the likelihood that there will be more tests with a negative result;

WHEREAS, many City employees are unable to telework and they are, therefore, at risk of spreading the virus to others and contracting the virus while working;

WHEREAS, a number of the City's firefighters are trained to test for COVID-19 and other City employees could be trained to assist with implementing regular, surveillance testing;

WHEREAS, Proclamation VII expired at noon today, March 29, 2021; and

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

certain new orders will improve the City of Santa Fe's pace of recovery from, and limit the harm caused by, the pandemic.

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

In particular, I take the following actions:

I. I order the following:

a. This order shall allow or restrict, as applicable, the number of persons and vehicles permitted to assemble or gather under the State's mass gathering limitations and exceptions, except that, inside City-owned buildings, gatherings for events shall be limited to 150 while Santa Fe County is classified as "Turquoise", shall decrease to 10 if the County's classification becomes Yellow, and return to 20 if the County's classification subsequently returns to Green. The City's Convention Center may increase its occupancy to the State's event center occupancy levels beginning May 6, if the County's classification remains Turquoise or the equivalent;

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

i. increasing in-person City services and access to facilities gradually and in a safety-conscious manner, and as City employees have the opportunity to get vaccinated, as long as local infection rates continue to remain in the Green levels or lower and City employee rates remain near zero;

ii. directing City employees, as applicable, to perform emergency functions;

iii. facilitating the continued application of the policy adopted to evaluate and address the public health risks, environmental compliance of, and locations of encampments, and to provide residents of such encampments with access to available social services, including transitional housing in furtherance of the Built for Zero initiative to eliminate chronic homelessness, to avoid removing encampments,

other than encampments in City parks, when leaving them in place furthers the purposes of this Order; and

iv. working with the Human Resources Department to issue policies regarding COVID-19 Safe Practices for City employees;

c. Resources of the City shall be used to address the emergency as reasonably necessary, including the following:

i. The City shall only provide in-person services to persons who are following COVID Safe Practices (CSPs) and requirements, including wearing a facial covering;

ii. If a member of the public requiring services has a medical reason to not wear a facial covering, City employees shall find a reasonable way to accommodate providing services to that member of the public that does not include putting employees at risk;

iii. Upon availability and notice, City employees shall participate in regular/surveillance testing provided by the City, during their scheduled work days, as follows:

A. Employees who cannot telework a majority of their time shall be tested on at least an every-other-weekly basis;

B. Employees who telework a majority of their time shall be tested or shall self-administer an at-home test on at least a monthly basis;

C. Employees who only telework from home are encouraged but not required to get tested on a regular basis; and

D. Employees who provide the City's Human Resources Department documentation that they have received a COVID-19 vaccine and the associated booster shot, if applicable, shall be exempt from testing requirements beginning the month when two weeks have lapsed after receipt of their booster shot or two weeks after the vaccine administration, if there is not a booster shot for the vaccine;

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

i. Are you currently experiencing, or have you experienced in the past 14 days, fever of 100.4 degrees or greater, cough, shortness of breath or

difficulty breathing, sore throat, new loss of taste or smell, chills, body aches, nausea, diarrhea, or vomiting?
ii. In the past 14 days, have you had close contact with anyone that you know had COVID-19 or COVID-like symptoms? "Close contact" includes being 6 feet or closer for more than 15 minutes with the person?
iii. Have you been tested for COVID-19 and are waiting to receive test results?
v. In the past 14 days, has a public health or medical professional told you to self-monitor, self-isolate, or self-quarantine because of concerns about COVID-19 infection?

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

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

g. Until the New Mexico Supreme Court lifts its injunction, landlords are prohibited from taking action towards evicting residential tenants who are unable to pay rent due to COVID-19. In addition, landlords are prohibited from evicting commercial tenants who are unable to pay rent on time because, due to the public health emergency, they have been prohibited from opening to the public. This order does not seek to change the obligation of a tenant to pay rent and strongly encourages discussions of payment plans between landlords and tenants;

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

i. The moratorium on water shut-offs will continue, while charges will

continue to accrue and be owed;

j. In situations in which compliance with COVID-19 Safe Practices (CSPs) would result in higher per-person fees in City-owned recreation facilities, the associated fee shall be reduced proportionately to allow compliance without increased fees;

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

k. Retail; restaurants and bars; office and call centers; grocery stores and farmers' markets; youth club sports; youth programs; intercollegiate sports; professional sports; manufacturing, warehouse, and food production; hotels, resorts and lodging; golf courses; tour operators; houses of worship; farms, ranches and dairy producers and processors; veterinarians and animal care facilities; construction and field operations; automobile dealerships and services; salons, spas, tattoo parlors and related services; gyms; drive-in events; museums and cultural institutions; youth livestock shows; agritourism establishments; ski areas; recreational facilities; and entertainment venues; and medical providers and other industries shall comply with the State-issued CSPs to the extent applicable, which are accessible online: https://cv.nmhealth.org/covid-safe-practices/; and

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

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

a. Avoid contact with people who are sick;
b. Practice "social distancing", by maintain six (6) feet between yourself and others;

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

III. I also encourage the following:

a. To the greatest extent possible, all residents should practice safe and hygienic conduct as the City begins to re-open, as described in Section II of this Order, above, and as further described in the Santa Fe Promise, below;
b. Local businesses should offer paid sick leave whenever feasible;
c. Local businesses should limit non-essential travel for work;
d. Local businesses should, when feasible, allow employees to take leave to care for children when schools are closed;
e. Local businesses should continue to allow employees to work from home where feasible;
f. Local businesses should, to the extent feasible, respond to requests from the City to contribute to and participate in such activities and efforts as may assist in responding to the current COVID-19 health crisis;
g. Residents should refrain from hoarding household and medical supplies, such as water, sanitizer, diapers, non-perishable food items, and toilet paper;
h. Residents should refrain from reselling purchases of household items for exorbitant prices;
i. Businesses should refrain from price gouging of supplies;

j. Residents should, to the extent feasible without compromising other advisories, patronize and shop at local businesses, merchants, and vendors;
k. Residents should sign up for "Alert Santa Fe" at https://www.santafenm.gov/alertsantafe;
l. Residents should identify opportunities to use technology to maintain supportive community engagement and contact with the City's most vulnerable populations;
m. Residents who have lost their jobs due to the economic aftershock of the COVID-19 virus should immediately apply for and take the steps necessary to begin to receive unemployment benefits through the State of New Mexico;
n. Residents should make the "Santa Fe Promise" at https://www.santafenm.gov/promise:
   I promise to:
   Act as if I carry the coronavirus.
   Maintain social distancing of at least six feet.
   Wear a face covering, wash my hands, use sanitizer.
   Buy from local businesses that also make this promise.
   Practice patience, compassion, empathy, connection, respect and love.
   We will keep Santa Fe safe. We will keep Santa Fe open. Together.
o. Residents should support local businesses that take the Santa Fe Promise;
p. Residents should download the NOVID and NM Notify phone applications, which allow for user alerts of their actual or potential exposure to individuals who have a positive COVID-19 test within a relevant time period, without either collecting or disclosing the users' personal identifying information or locations;
q. Residents should register for the COVID-19 vaccine at https://cvvaccine.nmhealth.org and update their profile regularly; and
r. Residents and visitors should regularly obtain COVID-19 testing, either in person at one of the many local testing sites, searchable on the NMDOH website (https://cvprovider.nmhealth.org/directory.html) or at home, using a self-administered saliva test, available at https://learn.vaulthealth.com/nm/.

IV. Effective Date

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

V. Term.

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

DONE at Santa Fe, New Mexico this 29 **day of** March**, 2021 at the hour of** 4 **o'clock** P **.M. (MDT).**

_____

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

ATTEST:

Kristine Mihelcic (Mar 29, 2021 16:33 MDT)

KRISTINE MIHELCIC, CITY CLERK
(S E A L)

City of Santa Fe, New Mexico

memo

DATE: March 25, 2021

TO: City Council

FROM: Mayor Alan Webber

RE: Appointments of Capital Improvements Advisory Committee, Mayor's Committee on Disability and Veterans Advisory Board

I would like to make the following appointments:

Capital Improvements Advisory Committee
Gayla Bechtol – Appointment – Term Ending 12/2022 (resume attached)
Janet Clow – Appointment – Term Ending 12/2022 (resume attached)
Miles Conway – Appointment – Term Ending 12/2022 (resume attached)
Oralynn Guerrerortiz – Appointment – Term Ending 12/2022 (resume attached)
Ruth Hamilton – Appointment – Term Ending12/2022 (resume attached)
Brian Lewis – Reappointment – Term Ending 12/2022
Matthew O'Reilly – Appointment – Term Ending 12/2022 (resume attached)
Isaac "Ike" Pino – Reappointment – Term Ending 12/2022
John Michael Salazar – Appointment – Term Ending 12/2022 (resume attached)

Mayor's Committee on Disability
J. Eli Fresquez III – Appointment – Term Ending 1/2025 (resume attached)
Kendra Garcia – Reappointment – Term Ending 1/2025
Kathlyne Gish – Reappointment – Term Ending 1/2025
Aurore Bleck – Reappointment – Term Ending 1/2025

Veterans Advisory Board
Richard Christensen – Recruiting Services - Reappointment – Term Ending 5/2022
Kenneth Dettelbach – Housing Service – Reappointment – Term Ending 5/2022
Dorothy M. Seaton – Financial Services – Reappointment – Term Ending 5/2022

GAYLA BECHTOL ARCHITECT, PC

ARCHITECTURE

418 MONTEZUMA AVE., #11 SANTA FE, NM 87505 |
T : 505.660.6301 E: GAYLA@GBASANTAFE .COM | WWW.GBASANTAFE .COM

Professional Experience

Architect	*Gayla Bechtol Architects* Residential, Institutional, Historic Preservation, Urban Design	1995-present
Project Architect/Manager	*Lloyd & Associates, Santa Fe* Residential, Religious, Planning, Historic, Urban Design	2002-04
Project Architect	*Spears Architects, AIA, Santa Fe* Residential, Institutional, Historic Preservation, Urban Design	1992-95
Project Architect	*Structures Plus, Maxwell, NM* Historic Preservation, Commercial, Residential	1991
Intermediate Architect	*Beyer Blinder Belle, New York* Retail (Henri Bendel's), Urban Design, Historic Preservation	1989-91

Intern Architect at *Steven Harris, Architect, New York,* 1989; *Michael Koenen Associates, New York,* 1988; *Albert and Wurzburger, Los Angeles,*1985-87;*Shiver-Megert Associates, Amarillo, TX* Summers, 1979-81 working on Residential, Commercial, Interiors, Urban Design and Planning.

Community

Friends of Architecture Santa Fe Board Member and Treasurer	2019-present
American Institute of Architects, Santa Fe, President	2016-2018
Inspire Santa Fe, Mentor	2015, 2016
Kindle Co-hort, Solutions Lab, Santa Fe, NM	2014
International Folk Art Market Co-chair of Railyard Event	2010-2013
Toastmasters International, La Tierra Club #891	President -2014, 2012-2015
City of Santa Fe Historic/Green Task Force	2009- 2011
Founding Board, Railyard Park and Plaza Stewards	2009-2015
Trust for Public Land, Steering Committee, Railyard Park Design and Construction	2001-2009
Trust for Public Land New Mexico Advisory Council	1999-2003
Vice President, Tierra Contenta Board of Directors	2000-2002
Member Tres Placitas Del Rio Co-housing Community	1997-2003
Member, Tierra Contenta Board of Directors	1994-2002
R/UDAT Co-Chair Santa Fe Railyard Planning Project	1996-97
Architecture Review Committee Chair, Tierra Contenta Board of Directors	1994-98
Volunteer Architectural Assistance City of Santa Fe, Historic Preservation Division	1996
Esperanza Shelter for Battered Women and Children	1995

Awards

AIA New Mexico Preservation Award for Acequia Madre Project	2018
Competent Communicator and Leader Bronze, Toastmasters International	2013-2017
State of New Mexico, Historic Preservation Award, HABS Bruns Army Hospital	2013
State of New Mexico, Historic Preservation Award, Santa Fe Railyard	2010
Architecture Preservation Award, City of Santa Fe	2007, 2016
AIA Chapter Award for Outstanding Public Service	1995,1996,1997
Letter of Commendation, Harvard University, Graduate School of Design	1989
Alpha Rho Chi Medal, University of Southern California	1985

Education/Registration

Architecture 2030	2012-2013
Public Interest Design, SEED	2012
US Green Building Council	2009-2012
Historic Architect, State of New Mexico	2007-present

American Institute of Architects		1993- present
Registration, Architect	New Mexico, # 2824	1993
NCARB Certification		1991
Harvard University Graduate School of Design	Master of Architecture in Urban Design	1989
Registration, Architect	New York, # 02126	1989
University of Southern California	Bachelor of Architecture	1985

Selected Projects 1995-Present

Capitan Depot Renovation/Restoration, Capitan, New Mexico
355 Hillside Ave, Santa Fe Guesthouse Renovation- in SF Eastside Historic District
1330F Cerro Gordo, Santa Fe Renovation- in SF Eastside Historic District
540 Canyon Road, Santa Fe Addition/Renovation- in SF Eastside Historic District
Harry's Roadhouse Expansion
Accessory Dwelling Unit, Hano Road
Santa Fe Botanical Garden Plan
Taos Walking Map of Historic Styles
2015/2016/2017 Taos CLG Coordinator
Camino Pinones Renovation and Wall – in SF Eastside Historic District
461 Acequia Madre, Santa Fe Renovation and Addition–in SF Eastside Historic District
International Folk Art Market Artist Parade
Lamy Village Plan
Women's Health Services
937 Paseo del Sur Studio – in Escarpment District
Railyard Park, Plaza and Alameda Design, Planning and Implementation
Tres Placitas Development Plan
Trust for Public Land Design Competition for Railyard Park, Plaza and Alameda

Projects while in other Architect's Offices
First Presbyterian Church Remodel and Addition
Plaza Chamisal Urban and Historic Analysis
Urban Design Standards, City of Santa Fe
Heights Study in Historic Districts, City of Santa Fe
Clayton, NM Historic Survey
Zen Garden
SF Public Schools, Administration Building
Monk Straw Bale House
Henri Bendel's Department Stores, New York, Boston and Columbus

Selected Publications + Presentations
FASF Revisioning History Series including the Introduction of the Series, Revisioning Planning and Revisioning Preservation
Foreword, ARCHITECTURE Santa Fe: A Guidebook by Paul Weideman
City Dreamers, NOW Discussion
Pecha Kucha Night, "My R/UDAT" https://www.pechakucha.com/users/gayla-bechtol
Taos Walking Map of Historical Architectural Styles https://gbasantafe.com/taos-walking-map-historical-architectural-styles/
Su Casa, Spring 2008, "Character Counts"
Technical Review, City of Santa Fe, Historic Preservation Division, Historic Districts Handbook, A guide to Historic Preservation and Design Regulations in Santa Fe, 1996-97.

Selected Education Experience
Guest Critic Arizona State University, Tempe, Parson's School of Design, New York, Yale University, New Haven, 1989-91
Teaching Assistant Ellen Whittemore, Theory of Urban Form , Steven Harris, Urban Design Studio, Moshe Safdie, Urban Design Studio, Graduate School of Design 1987-89
Teaching Assistant K. Paul Zygas, History of Architecture, USC, 1984-85

Historic Documentation Projects in New Mexico 1992 - Present

Capitan Depot, Capitan, NM
107 Cienega Street, Santa Fe unless otherwise noted
503 Johnson Lane
135 Camino Escondido
314 N. Guadalupe St.
912 Canyon Road
461 Camino de Las Animas
820 Camino Atalaya
327 West San Francisco
111 East San Francisco
541 Camino Rancheros
401 Old Taos Highway Ghost Ranch Conference Center
402 et al Don Gaspar, State of New Mexico- HABS/HAER
428 San Antonio
215 E. Palace
City of Santa Fe, College of Santa Fe/Greer Garson Theater
State of New Mexico -Bruns Army Hospital-HABS/HAER
1155 Camino Delora
922 Shoofly, Monte Vista Warehouses
1020 Canyon Road
215 E. Berger
57 Old Santa Fe Trail
1664 Cerro Gordo
1215 Paseo De Peralta
108 Candelario
814 Galisteo
Old St. Vincent's Hospital, Assessment of Facades
126 Quintana
635 West San Francisco
442 Galisteo
1401 Upper Canyon Road
1270 Upper Canyon Road-Lippincott Studio
Plaza Chamisal Urban and Historic Analysis
461 Acequia Madre

JANET CLOW

EXPERIENCE

APRIL 2008 – TO DECEMBER 2018

SHAREHOLDER, THOMPSON, HICKEY, CUNNINGHAM, CLOW, APRIL & DOLAN, P.A. (2018 OF COUNSEL)

Litigation attorney focusing primarily on domestic relations matters. Also handle real estate, business and foundation matters.

AUGUST 2004 – TO APRIL 2008

SHAREHOLDER, RUBIN KATZ LAW FIRM

Litigation attorney focusing primarily on domestic relations matters. Also handle real estate, business and foundation matters.

JANUARY 1986 – TO AUGUST 2004

SHAREHOLDER, WHITE, KOCH, KELLY & MCCARTHY, P.A.

Litigation attorney handling land use issues, civil rights issues, insurance defense, employment law, and domestic relation matters. Represented the City of Santa Fe on a number of land use cases. The most significant case was Catellus v. City of Santa Fe. In that case, I was successful in convincing the Court to remand the case back to the City for exhaustion of administrative remedies. This blow to Catellus resulted in Catellus approaching the City to see if the City would be interested in buying the Railyard. The victory in this case was one of the factors in making the Railyard possible.

JANUARY 1983 – TO JANUARY 1986

CHIEF PUBLIC DEFENDER, NEW MEXICO PUBLIC DEFENDER DEPARTMENT

Appointed by the Governor to head the Public Defender Department which had a budget of approximately six million dollars and had over one hundred employees.

OCTOBER 1976 – TO JANUARY 1983

PUBLIC DEFENDER, NEW MEXICO PUBLIC DEFENDER DEPARTMENT

During my nine year Public Defender career, I handled well over one thousand criminal cases ranging from misdemeanors to death penalty cases.

DECEMBER 1975 – TO OCTOBER 1976

PRE HEARING DIVISION ATTORNEY, NEW MEXICO COURT OF APPEALS

SEPTEMBER 1975 – TO DECEMBER 1975

LAW CLERK, HONORABLE WILLIAM HENDLEY, NEW MEXICO COURT OF APPEALS

EDUCATION

BA POLITICAL SCIENCE, CALIFORNIA STATE UNIVERSITY 1971

JD, UNIVERSITY OF NEW MEXICO 1975

SKILLS

- I have had significant legal experience in land use issues.
- I am a good problem solver.
- I am good at negotiation and resolution.
- I have quick analytical abilities.
- I can see both sides of a problem.
- I am fair and unbiased.

ACTIVITIES

- City of Santa Fe Planning Commission
- Current Master of the Bench of the Oliver Seth Inn of Court
- Hearing Officer for the New Mexico Supreme Court Disciplinary Board
- Current Member of the New Mexico Alimony Guidelines Committee
- Past Board Member and Treasurer for SWAIA
- Past Board Member of the Vietnam Project
- Past Committee Member of Buckaroo Ball
- Past Chair of the New Mexico Supreme Court Criminal Uniform Jury Instructions and Criminal Procedure Committee
- Appointed by the Governor to the New Mexico Jail Standards Advisory Committee (1980)
- Appointed by the Supreme Court to the Criminal Sentencing Guidelines Committee (1983 to 1986)
- Member of the National Legal Aid and Defender's Association's Board of Directors and Defender Committee (1983 to 1986)
- Member of the New Mexico Judicial Council (1983 to 1986)

AWARDS

- New Mexico Supreme Court Certificate of Appreciation
- State Bar of New Mexico Outstanding Contribution Award
- AV Preeminent Peer Rating from Martindale Hubbell
- Southwest Supper Lawyers
- Best Lawyers in America
- For 2013 and 2015 named by Best lawyers as Santa Fe Lawyer of the Year for Family Law

Miles D. Conway

WORK EXPERIENCE: 2000 to Present

Executive Officer
Santa Fe Area Home Builders Association
2020-Present

Fundraising, Communications, and Operations Coordinator
New Energy Economy
2018 - 2020

Communications and Mobilization Coordinator
AFSCME Council 18 - American Federation of State, County and Municipal Employees
2012-2018

CWA-NM Political / Communications Coordinator
Communications Workers of America,
Santa Fe, NM, 2004-2012

Lead Organizer
State Employee Alliance Communications Workers of America Local 7076 Santa Fe, NM, 2003-2004

OTHER WORK EXPERIENCE AND COMMUNITY SERVICE

City of Santa Fe Business and Quality of Life Committee
Santa Fe, NM 2015-2017

Fly-Fishing Instructor
Santa Fe, NM 1999-2001

Taught fly fishing and fly tying to a youth group ages 5-15 during AmeriCorps National Service work.

Program Manager
Warehouse 21 Santa Fe Teen Art Center
Santa Fe, NM 2000-2003

Fundraising Committee
Chainbreaker Collective
Santa Fe N.M. 2009-2012

The Alliance for Land and Culture's "Santa Fe Healing Gardens" Prince Park
Santa Fe, NM 2001-2003

Tow Truck Driver
Reliable Towing
Santa Fe 1998

Acequias De Las Joyas Farm Project,
Santa Fe, NM 1996-98

EDUCATION:

2006	Southwest Organizing School, Advanced Steward Training
2004	CWA Stewards Training
2003	AFL-CIO Organizing Institute
1994-1995	Colorado Mountain College
1990-93	Colorado College, Focus: Southwest Studies, Creative writing

References available upon request

Robin Gould

Staff Representative at Communications Workers of America

I was Miles' direct supervisor several years ago. He worked as our office manager, communications director, and political coordinator in CWA Local 7076. At that time I was the President of the Local. Miles was willing to take on any challenge. He left for promotional opportunities, which we could not offer.

U.S. Congresswoman Debra Haaland

I have had opportunities to work alongside Miles during many campaigns. Although we were not actually coworkers, I am greatly familiar with his skills, talents, and work ethic. Miles is extremely dependable. His intelligence is obvious, and his creativity has no end. Miles is a joy to work with on any project.

ORALYNN GUERRERORTIZ, PE



EDUCATION

M.S. Civil Engineering – Arizona State University, Tempe, AZ
December 1989. Emphasis: Water Resource Engineering
B.S Geology – University of California, Los Angeles, CA – June 1984

TECHNICAL REGISTRATION

Arizona: Engineering/Civil License No. 26345; Geology License No. 27700
New Mexico: Professional Engineer License No. 12688
Colorado: Professional Engineer License No. 36346

EXPERIENCE

PRESIDENT 2/00 – Present
Design Enginuity, Santa Fe NM
Prepares civil engineering plans including stream restoration, trails, road, drainage, grading, parking lots, parks, sewer and water plans for subdivisions, commercial, institution and community facility developments of 4 to 650 lots, 4000 to 100,000 sf. Prepares and processes zoning, subdivision and commercial development permits through local government. Provides land development project management. Local projects include , Santa Fe River Greenway, Santa Fe Community College Main Entrance, Bishop's Lodge Hills, High Summit, La Pradera, Santa Fe New Mexican Production Facility, Romero Park, Hyatt Place Hotel, Family Dollar Store, NM National Guard 400 Meter Track, Rio Grande School expansion, LANL Foundation Headquarters, Elder Grace and Old Las Vegas Highway Sewer Extension.

SUBDIVISION ENGINEER 3/95 – 2/00
Santa Fe County, Santa Fe NM
Director of the Development Review Division. Prepared technical and field reviews of all new developments within Santa Fe County. Final approval authority of all land divisions and subdivisions in the County. Wrote new regulations and served as an engineering expert to the Board of County Commissioners.

CIVIL ENGINEER 8/92 – 11/94
Greeley and Hansen, Phoenix AZ
Prepared conceptual design plans for a 200-mgd reclaimed water underground storage and recovery facility including pump stations and conveyance pipeline. In charge of pilot percolation testing, hydrogeology investigations, and acquiring all necessary permits. Developed public participation program and gave numerous presentations. Prepared stormwater pollution prevention plans. Prepared sludge facility design plans for 150-mgd wastewater treatment plant.

CIVIL ENGINEER 8/89 - 8/92
A-N West, Inc., Phoenix AZ
Prepared groundwater resource evaluations and determined the potential of groundwater development of the San Carlos Indian Reservation and the Cibola Valley Irrigation and Drainage District. Prepared design plans, specifications and reports for wastewater treatment plants . Analyzed drainage conditions and designed flood control structures for sites varying in size from 5 to 4,900 acres. Prepared an environmental impact report for a 4,700-acre multi-use development. Provided land development project management.

ENGINEERING ASSISTANT 10/85 – 8/86
Construction Inspection & Testing Co., Phoenix AZ
Supervised drilling operations for residential and commercial soil investigations, percolation tests, and soil failure diagnostics. Some lab analysis and report preparation.

STAFF GEOLOGIST 7/84 – 7/85
Lockwood-Singh and Associates, Los Angeles CA
Geotechnical projects pertaining to slope stability, fault investigations, and seismicity. Responsibilities include geologic field investigations, literature reviews, and preparations of reports.

Community Involvement

Tierra Contenta Board of Directors 1995- 2009
City of Santa Fe Parks and Open Space Advisory Commissioner 2008-2015

RUTH HAMILTON

SUMMARY

Creative, self-motivated and versatile retired professional with hands-on leadership experience in retail and non-profit special event planning and production, branding and sales. Reliable, adaptable fast learner who works well as a team member and independently. Special ability to build relationships, motivate and engage stakeholders and customers. Welcomes new challenges as opportunities to increase and share knowledge. Comfortable working as a team leader or member. Skilled at multitasking in a fast-paced environment.

PROFESSIONAL EXPERIENCE

Parts Unknown 2017 - 2020

Specialty retailer located in Santa Fe, NM. Sales Associate, part-time retail sales of men's and women's ready-to-wear and shoes.

Chico's FAS, Inc. 2014 – 2015, 2016 - 2017

Specialty retailer with over 700 stores nationwide.

Sales Lead, Northtown Plaza in Albuquerque; Plaza Mercado in Santa Fe (2017)
Responsible for supporting Store Manager in store opening, closing and operations functions; acting as Manager-on-Duty in the absence of Store and Assistant Store Managers; producing sales to meet and exceed sales plans and corporate metrics.

Assistant Store Manager, Plaza Mercado location in Santa Fe (2014 – 2015)
Responsible for Supporting Store Manager in all business aspects including managing 10-member staff, driving sales, associate hiring and training, operations, and visual presentation in accordance with Chico's brand standards.

The Club at Las Campanas 2015 –2016

Private Membership Club located in Santa Fe, NM

Special Events and Catering Manager
Responsible for marketing, selling, creating and producing more than 200 special events at the club and in members' homes, in partnership with Club members, Directors and Board members, generating $425,000 in profitable revenue.

March of Dimes 2013 –2014

National non-profit dedicated to finding the causes of birth defects and premature birth.

Senior Community Director, Albuquerque
Responsible for developing corporate donor base in Albuquerque market by building brand and cause awareness through media, social media and public presentations and identifying new revenue streams through special event sponsorships and corporate fundraising.

Macy's 2003 –2012

One of the nation's premier retailers with more than 600 department stores.

Regional Cause Marketing Manager, Miami, Fl (2009 – 2012)

Administered national and regional cause marketing strategies for two regions (211 stores in 13 states and Puerto Rico). Accountable for driving over $100 million in sales and $15 million in charitable donations through cause marketing branding initiatives.

- Developed and communicated sales campaign strategies including sales goals, selling scripts, and timelines through all levels of store management to sales associates.
- Key contributor to media relations group on press communications strategy for Macy's cause marketing branding initiatives.

Community Events Marketing Manager (2006 - 2009)

- Created and executed Community Events Marketing/Branding strategy for Macy's in Florida.
- Identified and executed 209 experiential event sponsorships connecting the 64 Florida stores and Macy's brand to over 1 million attendees statewide.
- Generated more than $700K in new sales from event marketing incentives.

Special Events Manager (2003 – 2006)

- Developed and executed special events for maximum sales.
- Conceptualized advertising with marketing partners to drive event traffic and sales.

Care Resource, Miami, FL 2000-2003

Florida's oldest and largest HIV/AIDS service organization. When Care Resource merged with Health Crisis Network (see below), I was asked to rejoin the agency.

Director of Development

Managed three-person staff and multiple volunteer committees. Raised over $3 million through special events. Planned event and branding strategies and budgets for international destination events including White Party Week and AIDS Walk Miami.

- Led and planned marketing and public relations strategies to maximize revenue and drive brand awareness internationally White Party Week on Miami's South Beach.
- Facilitated the activities of multiple fundraising volunteer committees in alignment with the events' brand and revenue requirements.

Licensed Realtor, Miami, FL 1997-2000

- Closed $2.5 million in residential sales and leases & placed in agency Top 10 in first six months.

Health Crisis Network, Miami, FL 1994-1997

Florida's oldest and largest HIV/AIDS service organization

Director of Development

Managed three-person staff and three volunteer committees. Raised over $3 million through iconic special events, individual and corporate gifts.

- Directed planning and production of internationally branded fundraising events White Party Week and AIDS Walk Miami**.**
- Created marketing and public relations strategies to attract international visitors to White Party Week on Miami's South Beach.
- Created individual Friends and Corporate Sponsors program that generated more than $500,000 in sponsorships and donations.

Camillus House, Miami, FL 1991-1994

Miami's oldest and largest homeless assistance center.

Director of Volunteer Services and Community Relations

- Developed and produced special events and direct mail campaigns that generated $325,000.
- Recruited, trained and managed more than 500 volunteers annually.
- Provided information for the media and produced quarterly newsletter.

Zoological Society of Florida, Miami, FL 1987-1991

Non-profit organization that provides fundraising and marketing for ZooMiami.

Director of Special Events and Volunteer Services

- Planned and executed special event fundraisers for maximum revenue.
- Recruited, trained and managed 200 docents who provided over 36,000 volunteer hours annually.
- Developed and sold fundraising natural history tours. Led tours to Kenya and Amazon.

Burdines Department Store, Miami, FL 1978 - 1985

- Progressive promotions from multiple department sales manager to retail buyer positions for 65 stores, a division of Federated Dept. Stores.

EDUCATION

University of Florida, BA Anthropology

AWARDS

Macy's Awards:

- Seasonal and Annual Making Magic Award in 2012, 2011 & 2010
- 2012 Cause Marketing Forum's Best Event Award in 2011
- 2008: Facilitated Macy's recognition by Tampa Gay & Lesbian Business Guild's as Business of the Year.
- 2007 Marketing Team of the Year
- 2006 Marketing Impact Award
- Fall 2006 Operating Team of the Season
- 2004-2006 Four Conch Awards for outstanding project management

Macy's Nominations:

- 2007 Operating Team of the Year
- 2007 Leadership Award
- 2005 Operating Team of the Year
- 2005 Marketing Impact of the Year
- 2005 Volunteer of the Year

Zoological Society of Florida: Honorary Docent for Outstanding Contributions, 1998

COMMUNITY WORK:

- **New Mexico Wildlife Center** Sept. 2019 to present. Member, Board of Directors, volunteer on Fundraising Committee
- **City of Santa Fe Special Weeds Action Team** Sept. 2019 to present. Chair, Mayor-appointed task force to address City's median remediation and maintenance issue
- **Southwest Santa Fe Advocates**: Jan. 2019 to present. Volunteer for neighborhood advocacy group.
- **International Folk Art Market:** Volunteered at 2019 event. Was chosen to assume senior leadership position in 2020 Market.

- **Museum of New Mexico Foundation:** 2009 – 2012, 2015, 2017-2018: sponsor and volunteer for Native Treasures Native Arts Festival. 2013: Served as volunteer on Native Treasures Native Arts Festival Committee Member
- **SWAIA:** 2012 - 2015: Volunteer for Indian Market and Winter Market
- **Unity Santa Fe:** 2013-2017: Volunteer on ad hoc Marketing, Membership and Fundraising Committees; Sunday morning greeter
- **Art Santa Fe:** 2013, 2016: Volunteered at multiple Art Santa Fe events

Macy's:

- 2012: Served on regional Associate Volunteerism leadership committee
- 2011: Recognized by Miami March of Dimes chapter as Volunteer of the Month
- 2009 & 2012: Led regional executives' fundraising campaign for local food banks and exceeded goals both years.
- 2006-2009: Volunteered on region's Diversity, Employee Recognition, and Holiday Party Committees. Emcee'd 2009 Holiday Party.
- 2005: Led corporate United Way campaign and generated highest donation in history.

Past Volunteer Work in Miami:

- **Big Brothers Big Sisters "Big Sister":** 2009 - 2012
- **Shorecrest Homeowners Association: Board Member and President**, 2000-2002
- **City of Miami Code Enforcement Board Member**, 2000-2002
- **Leadership Miami,** 1992
- **Zoological Society of Florida, Secretary and President of Volunteers**, 1985-1987

Matthew S. O'Reilly, P.E.

REAL ESTATE DEVELOPMENT & PLANNING PROFESSIONAL

Creative Real Estate Planning	*Cost Effective Project Design & Engineering*	*Experienced Construction Administrotion*
Development Analysis	*Effective Leasing Strategies*	*Program Development*

VICE-PRESIDENT - REAL ESTATE OPERATIONS | *Thomas Properties, LLC* • Santa Fe, NM • Oct. 2018 to Present

- Identification and analysis of all real estate development opportunities of Thomas Properties and its subsidiaries
- Administration, design oversight, and project management of all construction projects
- Negotiation, drafting, and management of new and renewed commercial, retail, and telecommunication leases
- Planning for future real property acquisitions and redevelopment/repositioning of existing real estate assets
- Design and engineering of improvements to existing company facilities

DIRECTOR OF ASSET DEVELOPMENT | *City of Santa Fe, New Mexico* • Sept. 2014 to Sept. 2018

- Established the first-ever Asset Development Office of the City of Santa Fe to leverage city real estate assets to achieve city goals of economic development, affordable housing and revenue generation
- Identified and closed municipal lands sales, leases, exchanges, collections, and donations valued at $16.M+
- Authored the Midtown LINC (Local Innovation Corridor) Overlay District providing as-of-right development approval for multi-family residential development and complimentary uses in the geographic center of the city
- Negotiated new city telecommunication leases increasing city telecom revenue to $326,000+ per year
- Oversaw the city's Information Services Program providing 1,300+ property inquiry responses
- Authored 20+ pieces of city legislation related to use of real property
- Restructured numerous city land and building leases to ensure maximum return to city residents
- Prepared launch of first-ever web-based city lease database and management system

LAND USE DIRECTOR | *City of Santa Fe, New Mexico* • Sept. 2009 to Sept. 2014

- Directed the City of Santa Fe Land Use Department (50+ employees) ($4M+ annual budget)
- Managed 5 city Divisions: Current Planning; Building Permits; Inspections & Enforcement; Historic Preservation; and Technical Review
- Managed appointment and performance of 5 quasi-judicial city bodies: Planning Commission; Board of Adjustment; Business-Capital District DRC; Historic District Review Board and Archeological Review
- Assumed department responsibility for 40% greater city geographic area resulting from annexation
- Led completion of multi-year rewrite of city's Land Development Code that reduced the size of the code by 10%
- Streamlined city's development application process that reduced application processing time by 44%
- Implemented significant customer service and construction permit process improvements resulting in 50+ letters complimentary of department staff
- Authored/Co-Authored 15+ pieces of city legislation, including Airport Road Overlay District, Condominium Ordinance; Appeals Ordinance
- Co-Authored NM Senate Bill 10 revising the state's Condominium Act
- Secured FEMA approval of city's Flood Hazard Ordinance to ensure lowest NFIP rates for property owners
- Designed Neighborhood Assistance Program to help distressed residents address code violations
- Launched monthly outreach meetings with construction contracting industry

OWNER/PRINCIPAL | *O'Reilly Real Estate Services* • Santa Fe, NM • 2001 to 2009

- Performed land use planning, engineering, financial and technical feasibility analysis, entitlements process consulting, construction cost estimating and strategic project management for selected clients
- Engaged in equity-position fee development services to select joint venture partners including identification, analysis, planning and entitlement of student housing and other residential projects

OWNER/VICE-PRESIDENT | *Gonzalez, O'Reilly + Associates, Inc.* • Santa Fe, NM • 1993 to 2001

- Co-founded and led land development consulting engineering and planning firm (8+ employees)
- Performed civil engineering and planning for numerous land development projects with construction costs up to $20M, including: annexations, re-zonings, master development plans, office and industrial parks, market rate and affordable housing subdivisions, tax-credit apartments, municipal facilities, and private home sites
- Developed project-specific services including: site analysis, political process strategizing, securing entitlements, negotiations with public review agencies and neighborhood groups, client representation before governing bodies/review boards, and construction administration from bidding to project closeout
- Managed office personnel and new client development

OWNER | *M. S. O'Reilly Engineering* • Santa Fe, NM • 1991 to 1993

- Performed contract and private consulting for land development and custom residential projects
- Project types included: residential subdivisions, development plans, master plans, apartments, custom homes and civil/structural forensic investigations
- Consulting services included: engineering for sanitary sewer, storm drainage and detention systems, site grading, streets, utilities and miscellaneous concrete, timber and structural steel elements

CIVIL/STRUCTURAL ENGINEER | *Gordan & Associates* • Santa Fe, NM • 1989 to 1991

- Performed structural and civil engineering for buildings, bridges, and land development projects

BRIDGE DESIGN ENGINEER | *State of Connecticut D.O.T.* • Newington, CT • 1986 to 1989

- Structural engineering of highway bridges and related structures

PROJECT TEAM AWARDS

Tierra Contenta: A Master Planned Community
American Planning Association • 1999
Outstanding Planning Award for Project Implementation

Genoveva Chavez Community Center
National Assoc. of Industrial & Office Properties • 2000
Award of Excellence Best Civic/Public Commercial Project

EDUCATION

Master of Science | Real Estate Development • *Columbia University* • New York, NY
Honors Thesis • Harold S. Bell Entrepreneurship Award

Bachelor of Science | Civil + Structural Engineering • *University of Connecticut* • Storrs, CT

LICENSURE

Professional Engineer • *Civil/Structural* • New Mexico #11459

Qualifying Broker • *Inactive* • New Mexico #15394

PROFESSIONAL MEMBERSHIPS

Lambda Alpha International • *Honorary Society for the Advancement of Land Economics*
American Real Estate and Urban Economics Association

COMMUNITY INVOLVEMENT

Government - City of Santa Fe

Planning Commission *(Chairman: Aug. 2008 to Sept. 2009)*
BCD Design Review Committee *(Vice-Chair: 2007 to 2009)*
Extraterritorial Land Use Commission *(2008 to 2009)*
Long-Range Planning Sub-Committee *(2007 to 2009)*

Non-Profit Organizations

Santa Fe Teen Arts Center (Warehouse 21)
Board President/Vice-President (2007 to 2008)
Building Chair/Construction Manager (2007 to 2009)
Completed Warehouse 21 on time & under budget

Resolve NM
Senior Certified Instructor (2007 to Present)

KSFR 101.1 FM
Local News Reporter (2006 to 2008)

John M. Salazar

PROFESSIONAL EXPERIENCE

June 2019-Present
Leyba Real Estate, LLC **Santa Fe, NM**

Associate Broker Provide excellent customer service to clients. Advise clients throughout the home buying and home selling processes. Draft comparative market analysis reports for potential clients. Draft agreements for representation between clients and brokerage. Draft purchase agreements for clients. Coordination between different parties pertaining to photo shoots of properties, property walk-throughs for clients or other real estate agents, inspectors and appraisers. Develop budgets for real estate business. Strategize best practices for advertising and customer outreach to maximize lead generation. Study local, regional and national markets in order to stay up to date on latest housing market trends.

August 2018-Present
Visual Concepts, LLC **Santa Fe, NM**

Construction Remodel, repair and construction of residential properties. Strategize, budget and implement best practices for remodeling and repairing purchased residential properties for resale.

November 2008-July 2018
Santa Fe County Growth Management Department **Santa Fe, NM**

Development Review Specialist Senior Review and screen Land Development permit applications and submittals to ensure that applications have been fully completed and the information provided is accurate. Route and track multiple applications to reviewing agencies within Santa Fe County and amongst State and Federal agencies. Consult with permit applicants and/or their agents to ensure applications comply with the County Land Development Code. Prepare and present reports and recommendations to the various planning commissions and governing body pertaining to requests on plats, zoning, variances, site plan applications, special exceptions, appeals, business licenses, special event permits, liquor licenses and film permits. Prepare monthly reports in order to support directors in the annual budgeting process. Provide customer service to constituents with issues concerning business licensing, land development, permitting processes or general questions which arise regarding Santa Fe County government.

March 2008-November 2008
Santa Fe County Attorney's Office **Santa Fe, NM**

Contracts Manager Developed procedures, advised and assisted County Departments in the drafting of bid specifications, scopes of work for professional services and contractual documents. Prepared Request for Proposals, Invitation for Bids, Request for Quotes and other solicitation documents. Analyzed the scope of work, compensation and other terms of the contract as to assure the deliverable of the programmatic needs and that all aspects of the contractual agreements had been satisfied. Negotiated with contractors on compensation, terms and conditions for the solicited services.

February 2007-February 2008
Santa Fe County Land Use Department **Santa Fe, NM**

Development Review Specialist II Prepared reports and recommendations to the various planning commissions pertaining to requests on plats, zoning, variances, site plan applications, special exceptions and appeals. Dealt with citizen complaints and controversial projects that required extreme tact and independent judgment. Provided technical support to the various planning boards and commissions. Coordinated with the necessary parties on subdivision and development standards and requirements. Assisted in long-range planning for community development and updating the comprehensive plan for the County.

November 2005-February 2007
Santa Fe County Manager's Office **Santa Fe, NM**

Special Project Coordinator/Legislative Analyst Briefed Commissioners and County Manager about on-going legislative events and issues. Coordinated intergovernmental efforts with federal, state, tribal, municipal, and county governments to support ongoing and future community and countywide initiatives. Provided internal legislative support for many legislative initiatives, prior to and during the legislative session. Prepared ordinances, resolutions, and proclamations for the County Manager's Office. Supported the Commissioner's and County Manager's media outreach program and efforts. Coordinated and scheduled various meetings and events for the County Commissioners and County Manager.

September 2004-November 2005
Santa Fe County Land Use Department **Santa Fe, NM**

Development Review Specialist II Planned and prepared graphic exhibits for use before the Board of County Commissioners, Planning Commission and other public entities. Responded to inquiries from the public regarding planning projects and demographic data. Assisted Development Review Specialist III in the analysis, development, programming and administration of Capital Improvements Projects. Conducted site visits.

May 2003-September 2004
Santa Fe County Land Use Department **Santa Fe, NM**

Code Enforcement Officer II Conducted investigation of properties for zoning compliance. Inspected new development sites for code compliance. Inspected and measured new roads, proposed re-modeling or additions, terrain or flood plain for code compliance. Issued notice and final notice of violations. Issued citations for violation of County code and ordinances. Responded to third party complaints to decide validity and check conformance to County code, Extraterritorial Zoning Ordinance regulations, and state statutes. Reviewed maps, plats, and blueprints for code compliance.

March 2002-May 2003
Santa Fe County Finance Department **Santa Fe, NM**

Procurement Specialist Trainee Assisted with the preparation and issuance of request for Proposals, Invitation for Bids, Requests for Quotes and other solicitation documents. Analyzed purchase requisitions to ensure compliance with procurement code and local policies and procedures. Identified procurement code violations on purchases and prepared recommendations for Purchasing Manager and Finance Director. Assisted with pre-bid conference, bid openings, and post award meetings with Contractor and County staff. Supported department personnel in drafting professional service contracts, statements of work and contract specifications.

August 2001-March 2002 Santa Fe County Land Use Department **Santa Fe, NM**

Plans Examiner I Reviewed and screened Land Development permit applications and submittals to ensure that applications had been fully completed and the information provided was accurate. Consulted with permit applicants and/or their agents to ensure applications complied with County Land Use Code.

EDUCATION

2005-2009 **College of Santa Fe** **Santa Fe, NM**
- Bachelor of Arts in Political Science

1998-2000 and 2005 **University of New Mexico** **Albuquerque, NM**
- Transfer Student

1996-1998 **Santa Fe Community College** **Santa Fe, NM**
- Obtaining Prerequisites

INTERESTS

2019-Present **Santa Fe Association of Realtors Member (SFAR)**

2019-Present **SFAR Government Affairs Committee Member**

2017-2019 **Santa Fe Public Schools Citizens Review Committee**

2015-18 **Volunteer Youth Football Coach Northern NM Children's Football League**

2015 **Volunteer Youth Baseball Coach Santa Fe Little League**

2012-2014, Present **Capital High School Assistant Varsity Football & Baseball Coach**

2009- 2010 **City of Santa Fe Planning Commission Chairman**

2007-2010 **City of Santa Fe Planning Commission**

REFERENCES

Available upon request

City of Santa Fe, New Mexico

memo

DATE: **March 23, 2021**

TO: **Alan Webber, Mayor**
Governing Body
Kristine Bustos-Mihelcic, City Clerk

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

FROM: **Tom Graham, ADA Coordinator / Staff Liaison**

RECOMMENDED ACTION:
Please appoint Eli Fresquez to the vacant position on the Mayor's Committee on Disability.

BACKGROUND AND SUMMARY:
Per Resolution 2006-151, the purpose of the Mayor's Committee on Disability (MCD) is to work with and for people with and without disabilities to ensure access for all by eliminating physical and attitudinal barriers and improving participation in the Santa Fe community for enrichment.

The Committee shall consist of nine members appointed by the Mayor with the approval of the City Council. At the moment, there is one vacancy on the Committee.

Mr. Fresquez is a lawyer with a focus on ADA issues. He currently works for CYFD, and wouldbe a liaison with CYFD on ADA issues. Mr. Fresquez is not a private contractor and would not financially benefit from service to the Committee, even though his professional life is in the disability field.

Mr. Fresquez has attended MCD meetings since his return to the Santa Fe area and worked with committee members on projects for the disability community. It is clear that he is motivated to serve and can be relied on to participate fully.

It is important that the vacant position be filled as soon as possible.

Attachments:
List of Current Members of Mayor's Committee on Disability
Eli Fresquez, Cover Letter and Resume

Mayor's Committee on Disability Members

Aurore Bleck
3129 Primo Colores
Santa Fe, New Mexico 87507
Ph. (505) 473-2060
Started: October 2014
Term Expires: January 2021
laurore_borealis@yahoo.com
District 3

Hope Reed
321 West Cordova Road
Santa Fe, New Mexico 87505
Ph. (505) 231-4043
Started: 9/26/18 (01/2015)
Term Expires: January 2023
hopereed33@gmail.com
District 2

Kendra Garcia
1205 Parkway Drive Ste. A
Santa Fe, New Mexico 87507
Ph. (505) 471-1001 Ext. 104
Started: May 16, 2019
Term Expires January 2021
kgarcia@newvistas.org
District 4

Victor Hughes
106A Old Las Vegas Highway
Santa Fe, New Mexico 87505
Ph. (303) 588-5821
Started: 9/26/18
Term Expires January 2023
rootscreative@icloud.com
District 1

Kathlyne Gish
1617 Ben Hur Drive
Santa Fe, NM 87501
Ph. (505) 310-3090
Started: February 2017
Term Expires: January 2021
zephyreblue@yahoo.com
District 4

Pam J. Parfitt
1304 Arenal Court
Santa Fe, New Mexico 87501
Ph. (505) 690-5114
Started: May 16, 2019
Term Expires: January 2023
sffiddle@gmail.com
District 1

Angelique Montoya - Chavez
4883 Agua Fria Street
Santa Fe, New Mexico 87507
Ph. (505) 310-4875
Started: May 16, 2019
Term Expires: January 2023
angandsalv@gmail.com
District 1

Meriam Jawhar
601 Circulo De Morelia, Unit 202
Santa Fe, New Mexico 87507
Ph. (505) 471-3820 C: (505) 204-1193
Started: February 2013
Term Expires: January 2023
pleroman53@msn.com
District 1

VACANT

Thomas M. Graham
ADA Coordinator – Staff Liaison
500 Market Street #200
P. O. Box 909
Santa Fe, New Mexico 87504-0909
Ph. (505) 955-6654
Started: 7/08/19
tmgraham@santafenm.gov

City Council Chambers phone (505) 955-6663 Revised: 3/23/21

J. Eli Fresquez III, Esq.
6783 Camino Rojo
Santa Fe, NM 87507
Elifresquez@yahoo.com
917-348-1049

March 9, 2021

Dear Mayor Webber,

I am applying for a position on the City of Santa Fe Mayor's Committee on Disability (MCD).

As a native of Santa Fe, I am excited by the possibility of working with you and your administration, ADA Coordinator Thomas Graham, and other members of MCD. I hope to bring my expertise in disability compliance, advocacy, leadership, and unbridled enthusiasm to the MCD.

Given the opportunity to be on the MCD, my mission would be to make Santa Fe first in the nation when it comes to quality of life and independence for people with disabilities.

Recently I worked at the NYC Mayor's Office for People with Disabilities where I was involved in numerous strategic planning and policy initiatives and lead contributor to NYC's strategic plan called AccessibleNYC, which provides an annual report on the state of people with disabilities living in NYC.

Currently, I work at the New Mexico Children, Youth and Families Department (CYFD) as the Department's ADA Coordinator and Assistant General Counsel. At CYFD I am leading several initiatives aimed at integrating concepts of universal design and accessibility into our programs and services including trauma responsive services to children.

I would like to bring my strategic planning experience to the MCD and help establish Santa Fe as a national leader in accessibility, inclusion, and independence for people with disabilities.

Thank you for your consideration.

Sincerely,



Eli Fresquez

Jose “Eli” Fresquez III

elifresquez@yahoo.com
(917) 348-1049 • 6783 Camino Rojo Santa Fe, NM 87507

SKILLS AND EXPERTISE:

- Civil Rights
- Drafting Legislation & Civil Rights Complaints
- ADA Compliance & Accessible Design Standards
- Training & Education Development
- Public Outreach & Accessible Event Planning
- Inclusive Emergency Planning
- Digital Accessibility (WCAG) & Web Development
- Project Management & Government Contracting

WORK EXPERIENCE:

State of New Mexico
Children, Youth and Families **ASSISTANT GENERAL COUNSEL** **Aug 2019 to Present**

- Provide legal representation to the Department and to the different services areas including behavioral health services, early childhood, protective services and juvenile justice
- Represent the Department in administrative law hearings and court proceedings
- Review and participates in the preparation and finalization of policies and procedures
- Provide in-house legal counsel, review scope of work, contracts and public information requests
- ADA Coordinator, promote outreach to the disability community, interagency coordination, and strategic planning for providing services to children with disabilities

NYC Mayor’s Office
For People with Disabilities **ASSISTANT GENERAL COUNSEL** **Sep 2016 to Aug 2019**

- Counseled City Agencies on various federal, state and local laws that ensure equal opportunity for people with disabilities.
- Reviewed proposed legislation, legal memoranda and drafted citywide policy.
- Led NYC’s Disability Service Facilitator/ADA Coordinator Program which ensured that NYC programs and services complied with Tittle II of the ADA which prohibits disability discrimination.
- Managed training, education and outreach with city partners and the public to promote disability rights and awareness.
- Was responsible for developing inclusive citywide emergency plans for vulnerable people.

NYC Emergency Management **ADA COORDINATOR AND SENIOR PLANNER** **Apr 2013 to Sep 2016**

- Coordinated compliance with civil rights laws to assure that emergency planning was fully integrated and inclusive including the requirements in the B*rooklyn Center for Independence of the Disabled v. City of New York* lawsuit.
- Incorporated policies and strategies to address issues related to people with disabilities and others with access and functional needs into NYC’s emergency plans. Conducted outreach to organizations, healthcare providers and agencies that work with disabled clients.
- Developed tools and produced education/training programs to support compliance with disability laws.

NYS Div. of Human Rights **HUMAN RIGHTS SPECIALIST** **Jan 2008 to Apr 2013**

- Drafted division initiated complaints, legal memoranda and investigation reports concerning allegations of systemic and widespread discrimination based on federal, state and municipal anti-discrimination laws.
- Led investigations and coordinated settlement negotiations concerning allegations of discrimination.
- Managed investigation plans, mediated settlements, and made recommendations for final determination.

EDUCATION:

New York Law School

- JD: Concentration Civil Rights

University of New Mexico

- BA: Political Science
- BA: Philosophy, BA: Economics (Minor)

Harvard University

- National Preparedness Leadership Initiative

December 16, 2020

To: Mayor's Committee on Disability of Santa Fe

I am writing this to request an extension of my term from being on the committee. My term is to end now in January of 2021. I have been on the committee for since I was appointed in April of 2019. I feel that due to COVID-19 I have not been able to fully participate and serve as a member. I would like to continue to help our disability community here in Santa Fe to further reach their goals and expectations. I do hope that you will allow me to continue to do so.

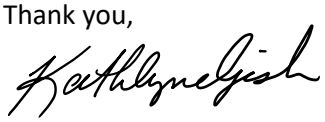
Sincerely,

Kendra Garcia, Independent Living Advocate

December 16th, 2020
Mayor Webber, and To Whom it May Concern,

It is with great sense of honor that I am requesting my service on the Mayor's Committee on Disability to continue. I volunteered with the Santa Fe Mayor's Committee on Disability from 2013 to 2017 and have proudly served as an official appointed member of the Mayor's Committee on Disability since February of 2017. I remain passionate and dedicated to support the City of Santa Fe and advocate on behalf of my fellow disabled community members.

Thank you,



Kathlyne Gish

From: Aurore Bleck
To: GRAHAM, THOMAS M.
Subject: Re: Mayor"s Committee on Disability - Term Extension
Date: Tuesday, December 15, 2020 10:22:52 AM

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.

Notice of Interest:

I would like to continue to serve on the Mayor's Committee on Disability. It is inspiring to work with a group of people that is so committed to improving the lives of the residents and the community of Santa Fe. There is so much diversity of experience and knowledge of disability issues that the Committee harnesses toward problems that it is possible to effect real change. I look forward to working with the Committee for another term.

Aurore Bleck

On Monday, December 14, 2020, 12:35:46 PM MST, GRAHAM, THOMAS M. <tmgraham@santafenm.gov> wrote:

Good afternoon,

This Email is to inform you that your Mayor's Committee on Disability (MCD) term will expire in January 2021. The Mayor and I appreciate your service and would like for it to continue if you're willing.

Please Email a Notice of Interest – a statement from you that you want to continue serving as a member of our committee and why (a few sentences or one paragraph will suffice). I can then begin the process to extend your current term.

Please stay safe and take care.

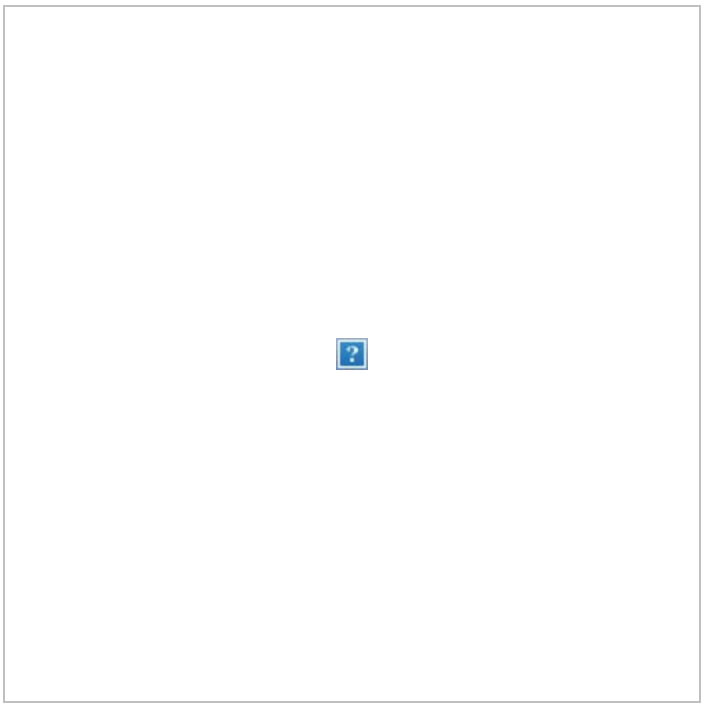
Sincerely,

Tom Graham, AIA, ADAC, CASp, NCARB
ADA Coordinator
Public Works Department - Engineering Division
500 Market Street, Suite 200
Santa Fe, New Mexico 87504-0909
Office: (505) 955-6654

Cell: (505) 629-7264
tmgraham@santafenm.gov

WE ARE

#AllTogetherSantaFe
http://www.alltogethersantafe.org
#TodosJuntosSantaFe
http://www.todosjuntossantafe.org



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City of Santa Fe, New Mexico
Memorandum

DATE: **February 18, 2021**

TO: **Mayor Alan M. Webber**

VIA: **Kristine Bustos-Mihelcic, City Clerk**

Kyra Ochoa
Kyra Ochoa (Mar 4, 2021 09:51 MST)

Kyra Ochoa, Community Health & Safety Department Director

Julie J. Sanchez, Youth & Family Services Division Director jjs

FROM: **George C. Carrasco, Project Administrator Youth & Family Services Division** GCC

ITEM AND ISSUE:
Reappointment of Richard Christensen, Kenneth Dettelbach, Dorothy M. Seaton, to the Veteran's Advisory Board (VAB.)

BACKGROUND AND SUMMARY:
In recognition of the service of veterans and in an effort to meet the needs of veterans in this community, the Santa Fe City Council by unanimous vote approved resolution 2015-18 to create a Veterans' Advisory Board to advise the Governing Body on veteran affairs and streamline Santa Fe's veteran services.

About: Citing unemployment, underemployment, aging, homelessness, and the difficulty of accessing the range of services available in the Santa Fe community, the Council voted unanimously to create an advisory board to "address matters affecting veterans, propose solutions to alleviate or address the needs of local veterans and recognize the contributions local veterans have made.

The Veterans' Advisory Board will: make recommendations on the use of funding; streamline transition services for recently discharged veterans; serve as a clearinghouse for physical and behavioral health services, housing, and financial benefit programs available for veterans; recommend local services to supplement federal and state benefits; work with local non-profits, the State of New Mexico, and the Santa Fe Resources Opportunity Center to streamline provision of services in Santa Fe; and, recognize and honor the accomplishments of local veterans.

The board will consist of nine residents of Santa Fe County appointed by the Mayor and approved by the Governing Body. At least three members must be veterans or immediate family members of veterans.

Richard Christensen (member since 2019) - Presently works at Los Alamos National Laboratory as a Sr. Recruiter. 14 years of talent acquisition and HR management experience. He is a retired San Bernardino County Deputy Sheriff and a United States Marine Corps Veteran. He holds a Bachelor of Science degree in Business Management, from the University of Phoenix as well as an MBA degree from Pepperdine University, Graziadio School of Business and Management, with an emphasis in Managing Organizational Change.

Kenneth Dettelbach (member since 2015) - Captain ROTC University of Pennsylvania distinguished military student. Served in Vietnam, US Army Transportation Corps. He is the President of Vietnam Veterans of America Northern New Mexico Chapter 996, and serves in the board of Roof & Ramps for Vets LLC, Santa Fe Community College Foundation.

Dorothy M. Seaton (member since 2016) - retired Army Officer and served more than 17 years in the Army National Guard. She was the Vice President of Women Veterans of New Mexico and was the President of the Bataan Chapter of American Veterans for Equal Rights. She is a member of the Host Committee for the National Convention of American Veterans for Equal Rights. Graduate of the University of Nebraska with a Bachelor of Science in Life Sciences and a Masters in Human Relations from the University of Oklahoma. These members were appointed in May of 2018, their terms ended in May of 2020. They have expressed interest in continuing to serve on the board.

The terms for the above-mentioned members' expired in May of 2020. They have expressed interest in continuing to serve on the board.

ACTION REQUESTED:
The Community Services Department and Youth & Family Services Division respectfully request reappointment of the above-mentioned to the Veteran's Advisory Board.

Signature: Julie Sanchez (Feb 18, 2021 16:28 MST)

Email: jjsanchez@santafenm.gov

Memo VAB Reappointments

Final Audit Report 2021-02-18

Created:	2021-02-18
By:	Michelle Gurule (magurule@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAE6c-K_NPAsv2HLeDuvDJ_aley_P61ZFI

"Memo VAB Reappointments" History

Document created by Michelle Gurule (magurule@ci.santa-fe.nm.us)
2021-02-18 - 10:59:02 PM GMT- IP address: 63.232.20.2

Document emailed to Julie Sanchez (jjsanchez@santafenm.gov) for signature
2021-02-18 - 10:59:36 PM GMT

Email viewed by Julie Sanchez (jjsanchez@santafenm.gov)
2021-02-18 - 11:28:01 PM GMT- IP address: 104.47.64.254

Document e-signed by Julie Sanchez (jjsanchez@santafenm.gov)
Signature Date: 2021-02-18 - 11:28:38 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2021-02-18 - 11:28:38 PM GMT

Adobe Sign

Memo VAB Reappointments.

Final Audit Report 2021-03-04

Created:	2021-02-18
By:	Michelle Gurule (magurule@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAYpAt5QK7bHljkavCv9hqZ1yjdz80nopb

"Memo VAB Reappointments." History

Document created by Michelle Gurule (magurule@ci.santa-fe.nm.us)
2021-02-18 - 11:44:32 PM GMT- IP address: 63.232.20.2

Document emailed to Kyra Ochoa (krochoa@santafenm.gov) for signature
2021-02-18 - 11:45:07 PM GMT

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2021-02-18 - 11:48:47 PM GMT- IP address: 174.237.138.250

Email viewed by Kyra Ochoa (krochoa@santafenm.gov)
2021-03-04 - 4:50:45 PM GMT- IP address: 104.47.64.254

Document e-signed by Kyra Ochoa (krochoa@santafenm.gov)
Signature Date: 2021-03-04 - 4:51:03 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2021-03-04 - 4:51:03 PM GMT

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Appointments 03-31-21

Final Audit Report 2021-03-26

Created:	2021-03-26
By:	Geralyn Cardenas (gfcardenas@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAaeH-Zjw6DDmsfJZ51kdL302hiKPltghS

"Appointments 03-31-21" History

Document created by Geralyn Cardenas (gfcardenas@ci.santa-fe.nm.us)
2021-03-26 - 4:21:35 PM GMT- IP address: 63.232.20.2

Document emailed to Alan Webber (amwebber@santafenm.gov) for signature
2021-03-26 - 4:22:55 PM GMT

Email viewed by Alan Webber (amwebber@santafenm.gov)
2021-03-26 - 4:24:53 PM GMT- IP address: 76.127.55.244

Document e-signed by Alan Webber (amwebber@santafenm.gov)
Signature Date: 2021-03-26 - 9:24:40 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2021-03-26 - 9:24:40 PM GMT

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City of Santa Fe, New Mexico

memo

DATE: March 25, 2021

TO: City Council

FROM: Mayor Alan Webber

RE: Appointments of Capital Improvements Advisory Committee, Mayor's Committee on Disability and Veterans Advisory Board

I would like to make the following appointments:

Capital Improvements Advisory Committee
Gayla Bechtol – Appointment – Term Ending 12/2022 (resume attached)
Janet Clow – Appointment – Term Ending 12/2022 (resume attached)
Miles Conway – Appointment – Term Ending 12/2022 (resume attached)
Oralynn Guerrerortiz – Appointment – Term Ending 12/2022 (resume attached)
Ruth Hamilton – Appointment – Term Ending12/2022 (resume attached)
Brian Lewis – Reappointment – Term Ending 12/2022
Matthew O'Reilly – Appointment – Term Ending 12/2022 (resume attached)
Isaac "Ike" Pino – Reappointment – Term Ending 12/2022
John Michael Salazar – Appointment – Term Ending 12/2022 (resume attached)

Mayor's Committee on Disability
J. Eli Fresquez III – Appointment – Term Ending 1/2025 (resume attached)
Kendra Garcia – Reappointment – Term Ending 1/2025
Kathlyne Gish – Reappointment – Term Ending 1/2025
Aurore Bleck – Reappointment – Term Ending 1/2025

Veterans Advisory Board
Richard Christensen – Recruiting Services - Reappointment – Term Ending 5/2022
Kenneth Dettelbach – Housing Service – Reappointment – Term Ending 5/2022
Dorothy M. Seaton – Financial Services – Reappointment – Term Ending 5/2022

GAYLA BECHTOL ARCHITECT, PC

ARCHITECTURE

418 MONTEZUMA AVE., #11 SANTA FE, NM 87505 |
T : 505.660.6301 E: GAYLA@GBASANTAFE .COM | WWW.GBASANTAFE .COM

Professional Experience

Architect	*Gayla Bechtol Architects* Residential, Institutional, Historic Preservation, Urban Design	1995-present
Project Architect/Manager	*Lloyd & Associates, Santa Fe* Residential, Religious, Planning, Historic, Urban Design	2002-04
Project Architect	*Spears Architects, AIA, Santa Fe* Residential, Institutional, Historic Preservation, Urban Design	1992-95
Project Architect	*Structures Plus, Maxwell, NM* Historic Preservation, Commercial, Residential	1991
Intermediate Architect	*Beyer Blinder Belle, New York* Retail (Henri Bendel's), Urban Design, Historic Preservation	1989-91

Intern Architect at *Steven Harris, Architect, New York,* 1989; *Michael Koenen Associates, New York,* 1988; *Albert and Wurzburger, Los Angeles,*1985-87;*Shiver-Megert Associates, Amarillo, TX* Summers, 1979-81 working on Residential, Commercial, Interiors, Urban Design and Planning.

Community

Friends of Architecture Santa Fe Board Member and Treasurer	2019-present
American Institute of Architects, Santa Fe, President	2016-2018
Inspire Santa Fe, Mentor	2015, 2016
Kindle Co-hort, Solutions Lab, Santa Fe, NM	2014
International Folk Art Market Co-chair of Railyard Event	2010-2013
Toastmasters International, La Tierra Club #891	President -2014, 2012-2015
City of Santa Fe Historic/Green Task Force	2009- 2011
Founding Board, Railyard Park and Plaza Stewards	2009-2015
Trust for Public Land, Steering Committee, Railyard Park Design and Construction	2001-2009
Trust for Public Land New Mexico Advisory Council	1999-2003
Vice President, Tierra Contenta Board of Directors	2000-2002
Member Tres Placitas Del Rio Co-housing Community	1997-2003
Member, Tierra Contenta Board of Directors	1994-2002
R/UDAT Co-Chair Santa Fe Railyard Planning Project	1996-97
Architecture Review Committee Chair, Tierra Contenta Board of Directors	1994-98
Volunteer Architectural Assistance City of Santa Fe, Historic Preservation Division	1996
Esperanza Shelter for Battered Women and Children	1995

Awards

AIA New Mexico Preservation Award for Acequia Madre Project	2018
Competent Communicator and Leader Bronze, Toastmasters International	2013-2017
State of New Mexico, Historic Preservation Award, HABS Bruns Army Hospital	2013
State of New Mexico, Historic Preservation Award, Santa Fe Railyard	2010
Architecture Preservation Award, City of Santa Fe	2007, 2016
AIA Chapter Award for Outstanding Public Service	1995,1996,1997
Letter of Commendation, Harvard University, Graduate School of Design	1989
Alpha Rho Chi Medal, University of Southern California	1985

Education/Registration

Architecture 2030	2012-2013
Public Interest Design, SEED	2012
US Green Building Council	2009-2012
Historic Architect, State of New Mexico	2007-present

American Institute of Architects		1993- present
Registration, Architect	New Mexico, # 2824	1993
NCARB Certification		1991
Harvard University Graduate School of Design	Master of Architecture in Urban Design	1989
Registration, Architect	New York, # 02126	1989
University of Southern California	Bachelor of Architecture	1985

Selected Projects 1995-Present

Capitan Depot Renovation/Restoration, Capitan, New Mexico
355 Hillside Ave, Santa Fe Guesthouse Renovation- in SF Eastside Historic District
1330F Cerro Gordo, Santa Fe Renovation- in SF Eastside Historic District
540 Canyon Road, Santa Fe Addition/Renovation- in SF Eastside Historic District
Harry's Roadhouse Expansion
Accessory Dwelling Unit, Hano Road
Santa Fe Botanical Garden Plan
Taos Walking Map of Historic Styles
2015/2016/2017 Taos CLG Coordinator
Camino Pinones Renovation and Wall – in SF Eastside Historic District
461 Acequia Madre, Santa Fe Renovation and Addition–in SF Eastside Historic District
International Folk Art Market Artist Parade
Lamy Village Plan
Women's Health Services
937 Paseo del Sur Studio – in Escarpment District
Railyard Park, Plaza and Alameda Design, Planning and Implementation
Tres Placitas Development Plan
Trust for Public Land Design Competition for Railyard Park, Plaza and Alameda

Projects while in other Architect's Offices
First Presbyterian Church Remodel and Addition
Plaza Chamisal Urban and Historic Analysis
Urban Design Standards, City of Santa Fe
Heights Study in Historic Districts, City of Santa Fe
Clayton, NM Historic Survey
Zen Garden
SF Public Schools, Administration Building
Monk Straw Bale House
Henri Bendel's Department Stores, New York, Boston and Columbus

Selected Publications + Presentations
FASF Revisioning History Series including the Introduction of the Series, Revisioning Planning and Revisioning Preservation
Foreword, ARCHITECTURE Santa Fe: A Guidebook by Paul Weideman
City Dreamers, NOW Discussion
Pecha Kucha Night, "My R/UDAT" https://www.pechakucha.com/users/gayla-bechtol
Taos Walking Map of Historical Architectural Styles https://gbasantafe.com/taos-walking-map-historical-architectural-styles/
Su Casa, Spring 2008, "Character Counts"
Technical Review, City of Santa Fe, Historic Preservation Division, Historic Districts Handbook, A guide to Historic Preservation and Design Regulations in Santa Fe, 1996-97.

Selected Education Experience
Guest Critic Arizona State University, Tempe, Parson's School of Design, New York, Yale University, New Haven, 1989-91
Teaching Assistant Ellen Whittemore, Theory of Urban Form , Steven Harris, Urban Design Studio, Moshe Safdie, Urban Design Studio, Graduate School of Design 1987-89
Teaching Assistant K. Paul Zygas, History of Architecture, USC, 1984-85

Historic Documentation Projects in New Mexico 1992 - Present

Capitan Depot, Capitan, NM
107 Cienega Street, Santa Fe unless otherwise noted
503 Johnson Lane
135 Camino Escondido
314 N. Guadalupe St.
912 Canyon Road
461 Camino de Las Animas
820 Camino Atalaya
327 West San Francisco
111 East San Francisco
541 Camino Rancheros
401 Old Taos Highway Ghost Ranch Conference Center
402 et al Don Gaspar, State of New Mexico- HABS/HAER
428 San Antonio
215 E. Palace
City of Santa Fe, College of Santa Fe/Greer Garson Theater
State of New Mexico -Bruns Army Hospital-HABS/HAER
1155 Camino Delora
922 Shoofly, Monte Vista Warehouses
1020 Canyon Road
215 E. Berger
57 Old Santa Fe Trail
1664 Cerro Gordo
1215 Paseo De Peralta
108 Candelario
814 Galisteo
Old St. Vincent's Hospital, Assessment of Facades
126 Quintana
635 West San Francisco
442 Galisteo
1401 Upper Canyon Road
1270 Upper Canyon Road-Lippincott Studio
Plaza Chamisal Urban and Historic Analysis
461 Acequia Madre

JANET CLOW

EXPERIENCE

APRIL 2008 – TO DECEMBER 2018

SHAREHOLDER, THOMPSON, HICKEY, CUNNINGHAM, CLOW, APRIL & DOLAN, P.A. (2018 OF COUNSEL)

Litigation attorney focusing primarily on domestic relations matters. Also handle real estate, business and foundation matters.

AUGUST 2004 – TO APRIL 2008

SHAREHOLDER, RUBIN KATZ LAW FIRM

Litigation attorney focusing primarily on domestic relations matters. Also handle real estate, business and foundation matters.

JANUARY 1986 – TO AUGUST 2004

SHAREHOLDER, WHITE, KOCH, KELLY & MCCARTHY, P.A.

Litigation attorney handling land use issues, civil rights issues, insurance defense, employment law, and domestic relation matters. Represented the City of Santa Fe on a number of land use cases. The most significant case was Catellus v. City of Santa Fe. In that case, I was successful in convincing the Court to remand the case back to the City for exhaustion of administrative remedies. This blow to Catellus resulted in Catellus approaching the City to see if the City would be interested in buying the Railyard. The victory in this case was one of the factors in making the Railyard possible.

JANUARY 1983 – TO JANUARY 1986

CHIEF PUBLIC DEFENDER, NEW MEXICO PUBLIC DEFENDER DEPARTMENT

Appointed by the Governor to head the Public Defender Department which had a budget of approximately six million dollars and had over one hundred employees.

OCTOBER 1976 – TO JANUARY 1983

PUBLIC DEFENDER, NEW MEXICO PUBLIC DEFENDER DEPARTMENT

During my nine year Public Defender career, I handled well over one thousand criminal cases ranging from misdemeanors to death penalty cases.

DECEMBER 1975 – TO OCTOBER 1976

PRE HEARING DIVISION ATTORNEY, NEW MEXICO COURT OF APPEALS

SEPTEMBER 1975 – TO DECEMBER 1975

LAW CLERK, HONORABLE WILLIAM HENDLEY, NEW MEXICO COURT OF APPEALS

EDUCATION

BA POLITICAL SCIENCE, CALIFORNIA STATE UNIVERSITY 1971

JD, UNIVERSITY OF NEW MEXICO 1975

SKILLS

- I have had significant legal experience in land use issues.
- I am a good problem solver.
- I am good at negotiation and resolution.
- I have quick analytical abilities.
- I can see both sides of a problem.
- I am fair and unbiased.

ACTIVITIES

- City of Santa Fe Planning Commission
- Current Master of the Bench of the Oliver Seth Inn of Court
- Hearing Officer for the New Mexico Supreme Court Disciplinary Board
- Current Member of the New Mexico Alimony Guidelines Committee
- Past Board Member and Treasurer for SWAIA
- Past Board Member of the Vietnam Project
- Past Committee Member of Buckaroo Ball
- Past Chair of the New Mexico Supreme Court Criminal Uniform Jury Instructions and Criminal Procedure Committee
- Appointed by the Governor to the New Mexico Jail Standards Advisory Committee (1980)
- Appointed by the Supreme Court to the Criminal Sentencing Guidelines Committee (1983 to 1986)
- Member of the National Legal Aid and Defender's Association's Board of Directors and Defender Committee (1983 to 1986)
- Member of the New Mexico Judicial Council (1983 to 1986)

AWARDS

- New Mexico Supreme Court Certificate of Appreciation
- State Bar of New Mexico Outstanding Contribution Award
- AV Preeminent Peer Rating from Martindale Hubbell
- Southwest Supper Lawyers
- Best Lawyers in America
- For 2013 and 2015 named by Best lawyers as Santa Fe Lawyer of the Year for Family Law

Miles D. Conway

WORK EXPERIENCE: 2000 to Present

Executive Officer
Santa Fe Area Home Builders Association
2020-Present

Fundraising, Communications, and Operations Coordinator
New Energy Economy
2018 - 2020

Communications and Mobilization Coordinator
AFSCME Council 18 - American Federation of State, County and Municipal Employees
2012-2018

CWA-NM Political / Communications Coordinator
Communications Workers of America,
Santa Fe, NM, 2004-2012

Lead Organizer
State Employee Alliance Communications Workers of America Local 7076 Santa Fe, NM, 2003-2004

OTHER WORK EXPERIENCE AND COMMUNITY SERVICE

City of Santa Fe Business and Quality of Life Committee
Santa Fe, NM 2015-2017

Fly-Fishing Instructor
Santa Fe, NM 1999-2001

Taught fly fishing and fly tying to a youth group ages 5-15 during AmeriCorps National Service work.

Program Manager
Warehouse 21 Santa Fe Teen Art Center
Santa Fe, NM 2000-2003

Fundraising Committee
Chainbreaker Collective
Santa Fe N.M. 2009-2012

The Alliance for Land and Culture's "Santa Fe Healing Gardens" Prince Park
Santa Fe, NM 2001-2003

Tow Truck Driver
Reliable Towing
Santa Fe 1998

Acequias De Las Joyas Farm Project,
Santa Fe, NM 1996-98

EDUCATION:

2006	Southwest Organizing School, Advanced Steward Training
2004	CWA Stewards Training
2003	AFL-CIO Organizing Institute
1994-1995	Colorado Mountain College
1990-93	Colorado College, Focus: Southwest Studies, Creative writing

References available upon request

Robin Gould

Staff Representative at Communications Workers of America

I was Miles' direct supervisor several years ago. He worked as our office manager, communications director, and political coordinator in CWA Local 7076. At that time I was the President of the Local. Miles was willing to take on any challenge. He left for promotional opportunities, which we could not offer.

U.S. Congresswoman Debra Haaland

I have had opportunities to work alongside Miles during many campaigns. Although we were not actually coworkers, I am greatly familiar with his skills, talents, and work ethic. Miles is extremely dependable. His intelligence is obvious, and his creativity has no end. Miles is a joy to work with on any project.

ORALYNN GUERRERORTIZ, PE



EDUCATION

M.S. Civil Engineering – Arizona State University, Tempe, AZ
December 1989. Emphasis: Water Resource Engineering
B.S Geology – University of California, Los Angeles, CA – June 1984

TECHNICAL REGISTRATION

Arizona: Engineering/Civil License No. 26345; Geology License No. 27700
New Mexico: Professional Engineer License No. 12688
Colorado: Professional Engineer License No. 36346

EXPERIENCE

PRESIDENT 2/00 – Present
Design Enginuity, Santa Fe NM
Prepares civil engineering plans including stream restoration, trails, road, drainage, grading, parking lots, parks, sewer and water plans for subdivisions, commercial, institution and community facility developments of 4 to 650 lots, 4000 to 100,000 sf. Prepares and processes zoning, subdivision and commercial development permits through local government. Provides land development project management. Local projects include , Santa Fe River Greenway, Santa Fe Community College Main Entrance, Bishop's Lodge Hills, High Summit, La Pradera, Santa Fe New Mexican Production Facility, Romero Park, Hyatt Place Hotel, Family Dollar Store, NM National Guard 400 Meter Track, Rio Grande School expansion, LANL Foundation Headquarters, Elder Grace and Old Las Vegas Highway Sewer Extension.

SUBDIVISION ENGINEER 3/95 – 2/00
Santa Fe County, Santa Fe NM
Director of the Development Review Division. Prepared technical and field reviews of all new developments within Santa Fe County. Final approval authority of all land divisions and subdivisions in the County. Wrote new regulations and served as an engineering expert to the Board of County Commissioners.

CIVIL ENGINEER 8/92 – 11/94
Greeley and Hansen, Phoenix AZ
Prepared conceptual design plans for a 200-mgd reclaimed water underground storage and recovery facility including pump stations and conveyance pipeline. In charge of pilot percolation testing, hydrogeology investigations, and acquiring all necessary permits. Developed public participation program and gave numerous presentations. Prepared stormwater pollution prevention plans. Prepared sludge facility design plans for 150-mgd wastewater treatment plant.

CIVIL ENGINEER 8/89 - 8/92
A-N West, Inc., Phoenix AZ
Prepared groundwater resource evaluations and determined the potential of groundwater development of the San Carlos Indian Reservation and the Cibola Valley Irrigation and Drainage District. Prepared design plans, specifications and reports for wastewater treatment plants . Analyzed drainage conditions and designed flood control structures for sites varying in size from 5 to 4,900 acres. Prepared an environmental impact report for a 4,700-acre multi-use development. Provided land development project management.

ENGINEERING ASSISTANT 10/85 – 8/86
Construction Inspection & Testing Co., Phoenix AZ
Supervised drilling operations for residential and commercial soil investigations, percolation tests, and soil failure diagnostics. Some lab analysis and report preparation.

STAFF GEOLOGIST 7/84 – 7/85
Lockwood-Singh and Associates, Los Angeles CA
Geotechnical projects pertaining to slope stability, fault investigations, and seismicity. Responsibilities include geologic field investigations, literature reviews, and preparations of reports.

Community Involvement

Tierra Contenta Board of Directors 1995- 2009
City of Santa Fe Parks and Open Space Advisory Commissioner 2008-2015

RUTH HAMILTON

SUMMARY

Creative, self-motivated and versatile retired professional with hands-on leadership experience in retail and non-profit special event planning and production, branding and sales. Reliable, adaptable fast learner who works well as a team member and independently. Special ability to build relationships, motivate and engage stakeholders and customers. Welcomes new challenges as opportunities to increase and share knowledge. Comfortable working as a team leader or member. Skilled at multitasking in a fast-paced environment.

PROFESSIONAL EXPERIENCE

Parts Unknown 2017 - 2020

Specialty retailer located in Santa Fe, NM. Sales Associate, part-time retail sales of men's and women's ready-to-wear and shoes.

Chico's FAS, Inc. 2014 – 2015, 2016 - 2017

Specialty retailer with over 700 stores nationwide.

Sales Lead, Northtown Plaza in Albuquerque; Plaza Mercado in Santa Fe (2017)
Responsible for supporting Store Manager in store opening, closing and operations functions; acting as Manager-on-Duty in the absence of Store and Assistant Store Managers; producing sales to meet and exceed sales plans and corporate metrics.

Assistant Store Manager, Plaza Mercado location in Santa Fe (2014 – 2015)
Responsible for Supporting Store Manager in all business aspects including managing 10-member staff, driving sales, associate hiring and training, operations, and visual presentation in accordance with Chico's brand standards.

The Club at Las Campanas 2015 –2016

Private Membership Club located in Santa Fe, NM

Special Events and Catering Manager
Responsible for marketing, selling, creating and producing more than 200 special events at the club and in members' homes, in partnership with Club members, Directors and Board members, generating $425,000 in profitable revenue.

March of Dimes 2013 –2014

National non-profit dedicated to finding the causes of birth defects and premature birth.

Senior Community Director, Albuquerque
Responsible for developing corporate donor base in Albuquerque market by building brand and cause awareness through media, social media and public presentations and identifying new revenue streams through special event sponsorships and corporate fundraising.

Macy's 2003 –2012

One of the nation's premier retailers with more than 600 department stores.

Regional Cause Marketing Manager, Miami, Fl (2009 – 2012)

Administered national and regional cause marketing strategies for two regions (211 stores in 13 states and Puerto Rico). Accountable for driving over $100 million in sales and $15 million in charitable donations through cause marketing branding initiatives.

- Developed and communicated sales campaign strategies including sales goals, selling scripts, and timelines through all levels of store management to sales associates.
- Key contributor to media relations group on press communications strategy for Macy's cause marketing branding initiatives.

Community Events Marketing Manager (2006 - 2009)

- Created and executed Community Events Marketing/Branding strategy for Macy's in Florida.
- Identified and executed 209 experiential event sponsorships connecting the 64 Florida stores and Macy's brand to over 1 million attendees statewide.
- Generated more than $700K in new sales from event marketing incentives.

Special Events Manager (2003 – 2006)

- Developed and executed special events for maximum sales.
- Conceptualized advertising with marketing partners to drive event traffic and sales.

Care Resource, Miami, FL 2000-2003

Florida's oldest and largest HIV/AIDS service organization. When Care Resource merged with Health Crisis Network (see below), I was asked to rejoin the agency.

Director of Development

Managed three-person staff and multiple volunteer committees. Raised over $3 million through special events. Planned event and branding strategies and budgets for international destination events including White Party Week and AIDS Walk Miami.

- Led and planned marketing and public relations strategies to maximize revenue and drive brand awareness internationally White Party Week on Miami's South Beach.
- Facilitated the activities of multiple fundraising volunteer committees in alignment with the events' brand and revenue requirements.

Licensed Realtor, Miami, FL 1997-2000

- Closed $2.5 million in residential sales and leases & placed in agency Top 10 in first six months.

Health Crisis Network, Miami, FL 1994-1997

Florida's oldest and largest HIV/AIDS service organization

Director of Development

Managed three-person staff and three volunteer committees. Raised over $3 million through iconic special events, individual and corporate gifts.

- Directed planning and production of internationally branded fundraising events White Party Week and AIDS Walk Miami**.**
- Created marketing and public relations strategies to attract international visitors to White Party Week on Miami's South Beach.
- Created individual Friends and Corporate Sponsors program that generated more than $500,000 in sponsorships and donations.

Camillus House, Miami, FL 1991-1994

Miami's oldest and largest homeless assistance center.

Director of Volunteer Services and Community Relations

- Developed and produced special events and direct mail campaigns that generated $325,000.
- Recruited, trained and managed more than 500 volunteers annually.
- Provided information for the media and produced quarterly newsletter.

Zoological Society of Florida, Miami, FL 1987-1991

Non-profit organization that provides fundraising and marketing for ZooMiami.

Director of Special Events and Volunteer Services

- Planned and executed special event fundraisers for maximum revenue.
- Recruited, trained and managed 200 docents who provided over 36,000 volunteer hours annually.
- Developed and sold fundraising natural history tours. Led tours to Kenya and Amazon.

Burdines Department Store, Miami, FL 1978 - 1985

- Progressive promotions from multiple department sales manager to retail buyer positions for 65 stores, a division of Federated Dept. Stores.

EDUCATION

University of Florida, BA Anthropology

AWARDS

Macy's Awards:

- Seasonal and Annual Making Magic Award in 2012, 2011 & 2010
- 2012 Cause Marketing Forum's Best Event Award in 2011
- 2008: Facilitated Macy's recognition by Tampa Gay & Lesbian Business Guild's as Business of the Year.
- 2007 Marketing Team of the Year
- 2006 Marketing Impact Award
- Fall 2006 Operating Team of the Season
- 2004-2006 Four Conch Awards for outstanding project management

Macy's Nominations:

- 2007 Operating Team of the Year
- 2007 Leadership Award
- 2005 Operating Team of the Year
- 2005 Marketing Impact of the Year
- 2005 Volunteer of the Year

Zoological Society of Florida: Honorary Docent for Outstanding Contributions, 1998

COMMUNITY WORK:

- **New Mexico Wildlife Center** Sept. 2019 to present. Member, Board of Directors, volunteer on Fundraising Committee
- **City of Santa Fe Special Weeds Action Team** Sept. 2019 to present. Chair, Mayor-appointed task force to address City's median remediation and maintenance issue
- **Southwest Santa Fe Advocates**: Jan. 2019 to present. Volunteer for neighborhood advocacy group.
- **International Folk Art Market:** Volunteered at 2019 event. Was chosen to assume senior leadership position in 2020 Market.

- **Museum of New Mexico Foundation:** 2009 – 2012, 2015, 2017-2018: sponsor and volunteer for Native Treasures Native Arts Festival. 2013: Served as volunteer on Native Treasures Native Arts Festival Committee Member
- **SWAIA:** 2012 - 2015: Volunteer for Indian Market and Winter Market
- **Unity Santa Fe:** 2013-2017: Volunteer on ad hoc Marketing, Membership and Fundraising Committees; Sunday morning greeter
- **Art Santa Fe:** 2013, 2016: Volunteered at multiple Art Santa Fe events

Macy's:

- 2012: Served on regional Associate Volunteerism leadership committee
- 2011: Recognized by Miami March of Dimes chapter as Volunteer of the Month
- 2009 & 2012: Led regional executives' fundraising campaign for local food banks and exceeded goals both years.
- 2006-2009: Volunteered on region's Diversity, Employee Recognition, and Holiday Party Committees. Emcee'd 2009 Holiday Party.
- 2005: Led corporate United Way campaign and generated highest donation in history.

Past Volunteer Work in Miami:

- **Big Brothers Big Sisters "Big Sister":** 2009 - 2012
- **Shorecrest Homeowners Association: Board Member and President**, 2000-2002
- **City of Miami Code Enforcement Board Member**, 2000-2002
- **Leadership Miami,** 1992
- **Zoological Society of Florida, Secretary and President of Volunteers**, 1985-1987

Matthew S. O'Reilly, P.E.

REAL ESTATE DEVELOPMENT & PLANNING PROFESSIONAL

Creative Real Estate Planning	*Cost Effective Project Design & Engineering*	*Experienced Construction Administrotion*
Development Analysis	*Effective Leasing Strategies*	*Program Development*

VICE-PRESIDENT - REAL ESTATE OPERATIONS | *Thomas Properties, LLC* • Santa Fe, NM • Oct. 2018 to Present

- Identification and analysis of all real estate development opportunities of Thomas Properties and its subsidiaries
- Administration, design oversight, and project management of all construction projects
- Negotiation, drafting, and management of new and renewed commercial, retail, and telecommunication leases
- Planning for future real property acquisitions and redevelopment/repositioning of existing real estate assets
- Design and engineering of improvements to existing company facilities

DIRECTOR OF ASSET DEVELOPMENT | *City of Santa Fe, New Mexico* • Sept. 2014 to Sept. 2018

- Established the first-ever Asset Development Office of the City of Santa Fe to leverage city real estate assets to achieve city goals of economic development, affordable housing and revenue generation
- Identified and closed municipal lands sales, leases, exchanges, collections, and donations valued at $16.M+
- Authored the Midtown LINC (Local Innovation Corridor) Overlay District providing as-of-right development approval for multi-family residential development and complimentary uses in the geographic center of the city
- Negotiated new city telecommunication leases increasing city telecom revenue to $326,000+ per year
- Oversaw the city's Information Services Program providing 1,300+ property inquiry responses
- Authored 20+ pieces of city legislation related to use of real property
- Restructured numerous city land and building leases to ensure maximum return to city residents
- Prepared launch of first-ever web-based city lease database and management system

LAND USE DIRECTOR | *City of Santa Fe, New Mexico* • Sept. 2009 to Sept. 2014

- Directed the City of Santa Fe Land Use Department (50+ employees) ($4M+ annual budget)
- Managed 5 city Divisions: Current Planning; Building Permits; Inspections & Enforcement; Historic Preservation; and Technical Review
- Managed appointment and performance of 5 quasi-judicial city bodies: Planning Commission; Board of Adjustment; Business-Capital District DRC; Historic District Review Board and Archeological Review
- Assumed department responsibility for 40% greater city geographic area resulting from annexation
- Led completion of multi-year rewrite of city's Land Development Code that reduced the size of the code by 10%
- Streamlined city's development application process that reduced application processing time by 44%
- Implemented significant customer service and construction permit process improvements resulting in 50+ letters complimentary of department staff
- Authored/Co-Authored 15+ pieces of city legislation, including Airport Road Overlay District, Condominium Ordinance; Appeals Ordinance
- Co-Authored NM Senate Bill 10 revising the state's Condominium Act
- Secured FEMA approval of city's Flood Hazard Ordinance to ensure lowest NFIP rates for property owners
- Designed Neighborhood Assistance Program to help distressed residents address code violations
- Launched monthly outreach meetings with construction contracting industry

OWNER/PRINCIPAL | *O'Reilly Real Estate Services* • Santa Fe, NM • 2001 to 2009

- Performed land use planning, engineering, financial and technical feasibility analysis, entitlements process consulting, construction cost estimating and strategic project management for selected clients
- Engaged in equity-position fee development services to select joint venture partners including identification, analysis, planning and entitlement of student housing and other residential projects

OWNER/VICE-PRESIDENT | *Gonzalez, O'Reilly + Associates, Inc.* • Santa Fe, NM • 1993 to 2001

- Co-founded and led land development consulting engineering and planning firm (8+ employees)
- Performed civil engineering and planning for numerous land development projects with construction costs up to $20M, including: annexations, re-zonings, master development plans, office and industrial parks, market rate and affordable housing subdivisions, tax-credit apartments, municipal facilities, and private home sites
- Developed project-specific services including: site analysis, political process strategizing, securing entitlements, negotiations with public review agencies and neighborhood groups, client representation before governing bodies/review boards, and construction administration from bidding to project closeout
- Managed office personnel and new client development

OWNER | *M. S. O'Reilly Engineering* • Santa Fe, NM • 1991 to 1993

- Performed contract and private consulting for land development and custom residential projects
- Project types included: residential subdivisions, development plans, master plans, apartments, custom homes and civil/structural forensic investigations
- Consulting services included: engineering for sanitary sewer, storm drainage and detention systems, site grading, streets, utilities and miscellaneous concrete, timber and structural steel elements

CIVIL/STRUCTURAL ENGINEER | *Gordan & Associates* • Santa Fe, NM • 1989 to 1991

- Performed structural and civil engineering for buildings, bridges, and land development projects

BRIDGE DESIGN ENGINEER | *State of Connecticut D.O.T.* • Newington, CT • 1986 to 1989

- Structural engineering of highway bridges and related structures

PROJECT TEAM AWARDS

Tierra Contenta: A Master Planned Community
American Planning Association • 1999
Outstanding Planning Award for Project Implementation

Genoveva Chavez Community Center
National Assoc. of Industrial & Office Properties • 2000
Award of Excellence Best Civic/Public Commercial Project

EDUCATION

Master of Science | Real Estate Development • *Columbia University* • New York, NY
Honors Thesis • Harold S. Bell Entrepreneurship Award

Bachelor of Science | Civil + Structural Engineering • *University of Connecticut* • Storrs, CT

LICENSURE

Professional Engineer • *Civil/Structural* • New Mexico #11459

Qualifying Broker • *Inactive* • New Mexico #15394

PROFESSIONAL MEMBERSHIPS

Lambda Alpha International • *Honorary Society for the Advancement of Land Economics*
American Real Estate and Urban Economics Association

COMMUNITY INVOLVEMENT

Government - City of Santa Fe

Planning Commission *(Chairman: Aug. 2008 to Sept. 2009)*
BCD Design Review Committee *(Vice-Chair: 2007 to 2009)*
Extraterritorial Land Use Commission *(2008 to 2009)*
Long-Range Planning Sub-Committee *(2007 to 2009)*

Non-Profit Organizations

Santa Fe Teen Arts Center (Warehouse 21)
Board President/Vice-President (2007 to 2008)
Building Chair/Construction Manager (2007 to 2009)
Completed Warehouse 21 on time & under budget

Resolve NM
Senior Certified Instructor (2007 to Present)

KSFR 101.1 FM
Local News Reporter (2006 to 2008)

John M. Salazar

PROFESSIONAL EXPERIENCE

June 2019-Present
Leyba Real Estate, LLC **Santa Fe, NM**

Associate Broker Provide excellent customer service to clients. Advise clients throughout the home buying and home selling processes. Draft comparative market analysis reports for potential clients. Draft agreements for representation between clients and brokerage. Draft purchase agreements for clients. Coordination between different parties pertaining to photo shoots of properties, property walk-throughs for clients or other real estate agents, inspectors and appraisers. Develop budgets for real estate business. Strategize best practices for advertising and customer outreach to maximize lead generation. Study local, regional and national markets in order to stay up to date on latest housing market trends.

August 2018-Present
Visual Concepts, LLC **Santa Fe, NM**

Construction Remodel, repair and construction of residential properties. Strategize, budget and implement best practices for remodeling and repairing purchased residential properties for resale.

November 2008-July 2018
Santa Fe County Growth Management Department **Santa Fe, NM**

Development Review Specialist Senior Review and screen Land Development permit applications and submittals to ensure that applications have been fully completed and the information provided is accurate. Route and track multiple applications to reviewing agencies within Santa Fe County and amongst State and Federal agencies. Consult with permit applicants and/or their agents to ensure applications comply with the County Land Development Code. Prepare and present reports and recommendations to the various planning commissions and governing body pertaining to requests on plats, zoning, variances, site plan applications, special exceptions, appeals, business licenses, special event permits, liquor licenses and film permits. Prepare monthly reports in order to support directors in the annual budgeting process. Provide customer service to constituents with issues concerning business licensing, land development, permitting processes or general questions which arise regarding Santa Fe County government.

March 2008-November 2008
Santa Fe County Attorney's Office **Santa Fe, NM**

Contracts Manager Developed procedures, advised and assisted County Departments in the drafting of bid specifications, scopes of work for professional services and contractual documents. Prepared Request for Proposals, Invitation for Bids, Request for Quotes and other solicitation documents. Analyzed the scope of work, compensation and other terms of the contract as to assure the deliverable of the programmatic needs and that all aspects of the contractual agreements had been satisfied. Negotiated with contractors on compensation, terms and conditions for the solicited services.

February 2007-February 2008
Santa Fe County Land Use Department **Santa Fe, NM**

Development Review Specialist II Prepared reports and recommendations to the various planning commissions pertaining to requests on plats, zoning, variances, site plan applications, special exceptions and appeals. Dealt with citizen complaints and controversial projects that required extreme tact and independent judgment. Provided technical support to the various planning boards and commissions. Coordinated with the necessary parties on subdivision and development standards and requirements. Assisted in long-range planning for community development and updating the comprehensive plan for the County.

November 2005-February 2007
Santa Fe County Manager's Office **Santa Fe, NM**

Special Project Coordinator/Legislative Analyst Briefed Commissioners and County Manager about on-going legislative events and issues. Coordinated intergovernmental efforts with federal, state, tribal, municipal, and county governments to support ongoing and future community and countywide initiatives. Provided internal legislative support for many legislative initiatives, prior to and during the legislative session. Prepared ordinances, resolutions, and proclamations for the County Manager's Office. Supported the Commissioner's and County Manager's media outreach program and efforts. Coordinated and scheduled various meetings and events for the County Commissioners and County Manager.

September 2004-November 2005
Santa Fe County Land Use Department **Santa Fe, NM**

Development Review Specialist II Planned and prepared graphic exhibits for use before the Board of County Commissioners, Planning Commission and other public entities. Responded to inquiries from the public regarding planning projects and demographic data. Assisted Development Review Specialist III in the analysis, development, programming and administration of Capital Improvements Projects. Conducted site visits.

May 2003-September 2004
Santa Fe County Land Use Department **Santa Fe, NM**

Code Enforcement Officer II Conducted investigation of properties for zoning compliance. Inspected new development sites for code compliance. Inspected and measured new roads, proposed re-modeling or additions, terrain or flood plain for code compliance. Issued notice and final notice of violations. Issued citations for violation of County code and ordinances. Responded to third party complaints to decide validity and check conformance to County code, Extraterritorial Zoning Ordinance regulations, and state statutes. Reviewed maps, plats, and blueprints for code compliance.

March 2002-May 2003
Santa Fe County Finance Department **Santa Fe, NM**

Procurement Specialist Trainee Assisted with the preparation and issuance of request for Proposals, Invitation for Bids, Requests for Quotes and other solicitation documents. Analyzed purchase requisitions to ensure compliance with procurement code and local policies and procedures. Identified procurement code violations on purchases and prepared recommendations for Purchasing Manager and Finance Director. Assisted with pre-bid conference, bid openings, and post award meetings with Contractor and County staff. Supported department personnel in drafting professional service contracts, statements of work and contract specifications.

August 2001-March 2002 Santa Fe County Land Use Department **Santa Fe, NM**

Plans Examiner I Reviewed and screened Land Development permit applications and submittals to ensure that applications had been fully completed and the information provided was accurate. Consulted with permit applicants and/or their agents to ensure applications complied with County Land Use Code.

EDUCATION

2005-2009 **College of Santa Fe** **Santa Fe, NM**
- Bachelor of Arts in Political Science

1998-2000 and 2005 **University of New Mexico** **Albuquerque, NM**
- Transfer Student

1996-1998 **Santa Fe Community College** **Santa Fe, NM**
- Obtaining Prerequisites

INTERESTS

2019-Present **Santa Fe Association of Realtors Member (SFAR)**

2019-Present **SFAR Government Affairs Committee Member**

2017-2019 **Santa Fe Public Schools Citizens Review Committee**

2015-18 **Volunteer Youth Football Coach Northern NM Children's Football League**

2015 **Volunteer Youth Baseball Coach Santa Fe Little League**

2012-2014, Present **Capital High School Assistant Varsity Football & Baseball Coach**

2009- 2010 **City of Santa Fe Planning Commission Chairman**

2007-2010 **City of Santa Fe Planning Commission**

REFERENCES

Available upon request

City of Santa Fe, New Mexico

memo

DATE: **March 23, 2021**

TO: **Alan Webber, Mayor**
Governing Body
Kristine Bustos-Mihelcic, City Clerk

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

FROM: **Tom Graham, ADA Coordinator / Staff Liaison**

RECOMMENDED ACTION:
Please appoint Eli Fresquez to the vacant position on the Mayor's Committee on Disability.

BACKGROUND AND SUMMARY:
Per Resolution 2006-151, the purpose of the Mayor's Committee on Disability (MCD) is to work with and for people with and without disabilities to ensure access for all by eliminating physical and attitudinal barriers and improving participation in the Santa Fe community for enrichment.

The Committee shall consist of nine members appointed by the Mayor with the approval of the City Council. At the moment, there is one vacancy on the Committee.

Mr. Fresquez is a lawyer with a focus on ADA issues. He currently works for CYFD, and wouldbe a liaison with CYFD on ADA issues. Mr. Fresquez is not a private contractor and would not financially benefit from service to the Committee, even though his professional life is in the disability field.

Mr. Fresquez has attended MCD meetings since his return to the Santa Fe area and worked with committee members on projects for the disability community. It is clear that he is motivated to serve and can be relied on to participate fully.

It is important that the vacant position be filled as soon as possible.

Attachments:
List of Current Members of Mayor's Committee on Disability
Eli Fresquez, Cover Letter and Resume

Mayor's Committee on Disability Members

Aurore Bleck
3129 Primo Colores
Santa Fe, New Mexico 87507
Ph. (505) 473-2060
Started: October 2014
Term Expires: January 2021
laurore_borealis@yahoo.com
District 3

Hope Reed
321 West Cordova Road
Santa Fe, New Mexico 87505
Ph. (505) 231-4043
Started: 9/26/18 (01/2015)
Term Expires: January 2023
hopereed33@gmail.com
District 2

Kendra Garcia
1205 Parkway Drive Ste. A
Santa Fe, New Mexico 87507
Ph. (505) 471-1001 Ext. 104
Started: May 16, 2019
Term Expires January 2021
kgarcia@newvistas.org
District 4

Victor Hughes
106A Old Las Vegas Highway
Santa Fe, New Mexico 87505
Ph. (303) 588-5821
Started: 9/26/18
Term Expires January 2023
rootscreative@icloud.com
District 1

Kathlyne Gish
1617 Ben Hur Drive
Santa Fe, NM 87501
Ph. (505) 310-3090
Started: February 2017
Term Expires: January 2021
zephyreblue@yahoo.com
District 4

Pam J. Parfitt
1304 Arenal Court
Santa Fe, New Mexico 87501
Ph. (505) 690-5114
Started: May 16, 2019
Term Expires: January 2023
sffiddle@gmail.com
District 1

Angelique Montoya - Chavez
4883 Agua Fria Street
Santa Fe, New Mexico 87507
Ph. (505) 310-4875
Started: May 16, 2019
Term Expires: January 2023
angandsalv@gmail.com
District 1

Meriam Jawhar
601 Circulo De Morelia, Unit 202
Santa Fe, New Mexico 87507
Ph. (505) 471-3820 C: (505) 204-1193
Started: February 2013
Term Expires: January 2023
pleroman53@msn.com
District 1

VACANT

Thomas M. Graham
ADA Coordinator – Staff Liaison
500 Market Street #200
P. O. Box 909
Santa Fe, New Mexico 87504-0909
Ph. (505) 955-6654
Started: 7/08/19
tmgraham@santafenm.gov

J. Eli Fresquez III, Esq.
6783 Camino Rojo
Santa Fe, NM 87507
Elifresquez@yahoo.com
917-348-1049

March 9, 2021

Dear Mayor Webber,

I am applying for a position on the City of Santa Fe Mayor's Committee on Disability (MCD).

As a native of Santa Fe, I am excited by the possibility of working with you and your administration, ADA Coordinator Thomas Graham, and other members of MCD. I hope to bring my expertise in disability compliance, advocacy, leadership, and unbridled enthusiasm to the MCD.

Given the opportunity to be on the MCD, my mission would be to make Santa Fe first in the nation when it comes to quality of life and independence for people with disabilities.

Recently I worked at the NYC Mayor's Office for People with Disabilities where I was involved in numerous strategic planning and policy initiatives and lead contributor to NYC's strategic plan called AccessibleNYC, which provides an annual report on the state of people with disabilities living in NYC.

Currently, I work at the New Mexico Children, Youth and Families Department (CYFD) as the Department's ADA Coordinator and Assistant General Counsel. At CYFD I am leading several initiatives aimed at integrating concepts of universal design and accessibility into our programs and services including trauma responsive services to children.

I would like to bring my strategic planning experience to the MCD and help establish Santa Fe as a national leader in accessibility, inclusion, and independence for people with disabilities.

Thank you for your consideration.

Sincerely,



Eli Fresquez

Jose “Eli” Fresquez III

elifresquez@yahoo.com
(917) 348-1049 • 6783 Camino Rojo Santa Fe, NM 87507

SKILLS AND EXPERTISE:

- Civil Rights
- Drafting Legislation & Civil Rights Complaints
- ADA Compliance & Accessible Design Standards
- Training & Education Development
- Public Outreach & Accessible Event Planning
- Inclusive Emergency Planning
- Digital Accessibility (WCAG) & Web Development
- Project Management & Government Contracting

WORK EXPERIENCE:

State of New Mexico
Children, Youth and Families **ASSISTANT GENERAL COUNSEL** **Aug 2019 to Present**

- Provide legal representation to the Department and to the different services areas including behavioral health services, early childhood, protective services and juvenile justice
- Represent the Department in administrative law hearings and court proceedings
- Review and participates in the preparation and finalization of policies and procedures
- Provide in-house legal counsel, review scope of work, contracts and public information requests
- ADA Coordinator, promote outreach to the disability community, interagency coordination, and strategic planning for providing services to children with disabilities

NYC Mayor’s Office
For People with Disabilities **ASSISTANT GENERAL COUNSEL** **Sep 2016 to Aug 2019**

- Counseled City Agencies on various federal, state and local laws that ensure equal opportunity for people with disabilities.
- Reviewed proposed legislation, legal memoranda and drafted citywide policy.
- Led NYC’s Disability Service Facilitator/ADA Coordinator Program which ensured that NYC programs and services complied with Tittle II of the ADA which prohibits disability discrimination.
- Managed training, education and outreach with city partners and the public to promote disability rights and awareness.
- Was responsible for developing inclusive citywide emergency plans for vulnerable people.

NYC Emergency Management **ADA COORDINATOR AND SENIOR PLANNER** **Apr 2013 to Sep 2016**

- Coordinated compliance with civil rights laws to assure that emergency planning was fully integrated and inclusive including the requirements in the B*rooklyn Center for Independence of the Disabled v. City of New York* lawsuit.
- Incorporated policies and strategies to address issues related to people with disabilities and others with access and functional needs into NYC’s emergency plans. Conducted outreach to organizations, healthcare providers and agencies that work with disabled clients.
- Developed tools and produced education/training programs to support compliance with disability laws.

NYS Div. of Human Rights **HUMAN RIGHTS SPECIALIST** **Jan 2008 to Apr 2013**

- Drafted division initiated complaints, legal memoranda and investigation reports concerning allegations of systemic and widespread discrimination based on federal, state and municipal anti-discrimination laws.
- Led investigations and coordinated settlement negotiations concerning allegations of discrimination.
- Managed investigation plans, mediated settlements, and made recommendations for final determination.

EDUCATION:

New York Law School

- JD: Concentration Civil Rights

University of New Mexico

- BA: Political Science
- BA: Philosophy, BA: Economics (Minor)

Harvard University

- National Preparedness Leadership Initiative

December 16, 2020

To: Mayor's Committee on Disability of Santa Fe

I am writing this to request an extension of my term from being on the committee. My term is to end now in January of 2021. I have been on the committee for since I was appointed in April of 2019. I feel that due to COVID-19 I have not been able to fully participate and serve as a member. I would like to continue to help our disability community here in Santa Fe to further reach their goals and expectations. I do hope that you will allow me to continue to do so.

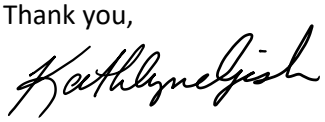
Sincerely,

Kendra Garcia, Independent Living Advocate

December 16th, 2020
Mayor Webber, and To Whom it May Concern,

It is with great sense of honor that I am requesting my service on the Mayor's Committee on Disability to continue. I volunteered with the Santa Fe Mayor's Committee on Disability from 2013 to 2017 and have proudly served as an official appointed member of the Mayor's Committee on Disability since February of 2017. I remain passionate and dedicated to support the City of Santa Fe and advocate on behalf of my fellow disabled community members.

Thank you,



Kathlyne Gish

From: Aurore Bleck
To: GRAHAM, THOMAS M.
Subject: Re: Mayor"s Committee on Disability - Term Extension
Date: Tuesday, December 15, 2020 10:22:52 AM

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.

Notice of Interest:

I would like to continue to serve on the Mayor's Committee on Disability. It is inspiring to work with a group of people that is so committed to improving the lives of the residents and the community of Santa Fe. There is so much diversity of experience and knowledge of disability issues that the Committee harnesses toward problems that it is possible to effect real change. I look forward to working with the Committee for another term.

Aurore Bleck

On Monday, December 14, 2020, 12:35:46 PM MST, GRAHAM, THOMAS M. <tmgraham@santafenm.gov> wrote:

Good afternoon,

This Email is to inform you that your Mayor's Committee on Disability (MCD) term will expire in January 2021. The Mayor and I appreciate your service and would like for it to continue if you're willing.

Please Email a Notice of Interest – a statement from you that you want to continue serving as a member of our committee and why (a few sentences or one paragraph will suffice). I can then begin the process to extend your current term.

Please stay safe and take care.

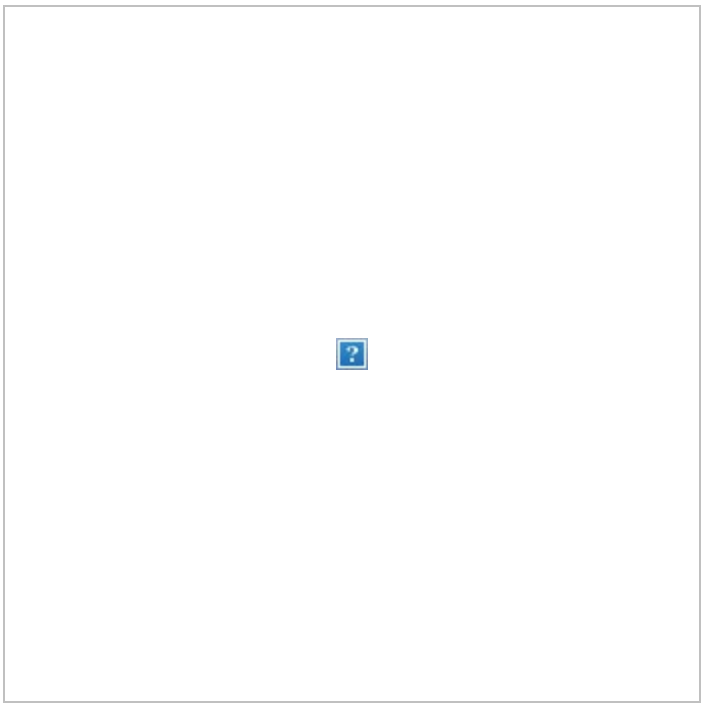
Sincerely,

Tom Graham, AIA, ADAC, CASp, NCARB
ADA Coordinator
Public Works Department - Engineering Division
500 Market Street, Suite 200
Santa Fe, New Mexico 87504-0909
Office: (505) 955-6654

Cell: (505) 629-7264
tmgraham@santafenm.gov

WE ARE

#AllTogetherSantaFe
http://www.alltogethersantafe.org
#TodosJuntosSantaFe
http://www.todosjuntossantafe.org



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City of Santa Fe, New Mexico
Memorandum

DATE: **February 18, 2021**

TO: **Mayor Alan M. Webber**

VIA: **Kristine Bustos-Mihelcic, City Clerk**

Kyra Ochoa
Kyra Ochoa (Mar 4, 2021 09:51 MST)

Kyra Ochoa, Community Health & Safety Department Director

Julie J. Sanchez, Youth & Family Services Division Director jjs

FROM: **George C. Carrasco, Project Administrator Youth & Family Services Division** GCC

ITEM AND ISSUE:
Reappointment of Richard Christensen, Kenneth Dettelbach, Dorothy M. Seaton, to the Veteran's Advisory Board (VAB.)

BACKGROUND AND SUMMARY:
In recognition of the service of veterans and in an effort to meet the needs of veterans in this community, the Santa Fe City Council by unanimous vote approved resolution 2015-18 to create a Veterans' Advisory Board to advise the Governing Body on veteran affairs and streamline Santa Fe's veteran services.

About: Citing unemployment, underemployment, aging, homelessness, and the difficulty of accessing the range of services available in the Santa Fe community, the Council voted unanimously to create an advisory board to "address matters affecting veterans, propose solutions to alleviate or address the needs of local veterans and recognize the contributions local veterans have made.

The Veterans' Advisory Board will: make recommendations on the use of funding; streamline transition services for recently discharged veterans; serve as a clearinghouse for physical and behavioral health services, housing, and financial benefit programs available for veterans; recommend local services to supplement federal and state benefits; work with local non-profits, the State of New Mexico, and the Santa Fe Resources Opportunity Center to streamline provision of services in Santa Fe; and, recognize and honor the accomplishments of local veterans.

The board will consist of nine residents of Santa Fe County appointed by the Mayor and approved by the Governing Body. At least three members must be veterans or immediate family members of veterans.

Richard Christensen (member since 2019) - Presently works at Los Alamos National Laboratory as a Sr. Recruiter. 14 years of talent acquisition and HR management experience. He is a retired San Bernardino County Deputy Sheriff and a United States Marine Corps Veteran. He holds a Bachelor of Science degree in Business Management, from the University of Phoenix as well as an MBA degree from Pepperdine University, Graziadio School of Business and Management, with an emphasis in Managing Organizational Change.

Kenneth Dettelbach (member since 2015) - Captain ROTC University of Pennsylvania distinguished military student. Served in Vietnam, US Army Transportation Corps. He is the President of Vietnam Veterans of America Northern New Mexico Chapter 996, and serves in the board of Roof & Ramps for Vets LLC, Santa Fe Community College Foundation.

Dorothy M. Seaton (member since 2016) - retired Army Officer and served more than 17 years in the Army National Guard. She was the Vice President of Women Veterans of New Mexico and was the President of the Bataan Chapter of American Veterans for Equal Rights. She is a member of the Host Committee for the National Convention of American Veterans for Equal Rights. Graduate of the University of Nebraska with a Bachelor of Science in Life Sciences and a Masters in Human Relations from the University of Oklahoma. These members were appointed in May of 2018, their terms ended in May of 2020. They have expressed interest in continuing to serve on the board.

The terms for the above-mentioned members' expired in May of 2020. They have expressed interest in continuing to serve on the board.

ACTION REQUESTED:
The Community Services Department and Youth & Family Services Division respectfully request reappointment of the above-mentioned to the Veteran's Advisory Board.

Signature: Julie Sanchez (Feb 18, 2021 16:28 MST)

Email: jjsanchez@santafenm.gov

Memo VAB Reappointments

Final Audit Report 2021-02-18

Created:	2021-02-18
By:	Michelle Gurule (magurule@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAE6c-K_NPAsv2HLeDuvDJ_aley_P61ZFI

"Memo VAB Reappointments" History

Document created by Michelle Gurule (magurule@ci.santa-fe.nm.us)
2021-02-18 - 10:59:02 PM GMT- IP address: 63.232.20.2

Document emailed to Julie Sanchez (jjsanchez@santafenm.gov) for signature
2021-02-18 - 10:59:36 PM GMT

Email viewed by Julie Sanchez (jjsanchez@santafenm.gov)
2021-02-18 - 11:28:01 PM GMT- IP address: 104.47.64.254

Document e-signed by Julie Sanchez (jjsanchez@santafenm.gov)
Signature Date: 2021-02-18 - 11:28:38 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2021-02-18 - 11:28:38 PM GMT

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Memo VAB Reappointments.

Final Audit Report 2021-03-04

Created:	2021-02-18
By:	Michelle Gurule (magurule@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAYpAt5QK7bHljkavCv9hqZ1yjdz80nopb

"Memo VAB Reappointments." History

Document created by Michelle Gurule (magurule@ci.santa-fe.nm.us)
2021-02-18 - 11:44:32 PM GMT- IP address: 63.232.20.2

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2021-02-18 - 11:45:07 PM GMT

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2021-02-18 - 11:48:47 PM GMT- IP address: 174.237.138.250

Email viewed by Kyra Ochoa (krochoa@santafenm.gov)
2021-03-04 - 4:50:45 PM GMT- IP address: 104.47.64.254

Document e-signed by Kyra Ochoa (krochoa@santafenm.gov)
Signature Date: 2021-03-04 - 4:51:03 PM GMT - Time Source: server- IP address: 63.232.20.2

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2021-03-04 - 4:51:03 PM GMT

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Appointments 03-31-21

Final Audit Report 2021-03-26

Created:	2021-03-26
By:	Geralyn Cardenas (gfcardenas@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAaeH-Zjw6DDmsfJZ51kdL302hiKPltghS

"Appointments 03-31-21" History

Document created by Geralyn Cardenas (gfcardenas@ci.santa-fe.nm.us)
2021-03-26 - 4:21:35 PM GMT- IP address: 63.232.20.2

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2021-03-26 - 4:22:55 PM GMT

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2021-03-26 - 4:24:53 PM GMT- IP address: 76.127.55.244

Document e-signed by Alan Webber (amwebber@santafenm.gov)
Signature Date: 2021-03-26 - 9:24:40 PM GMT - Time Source: server- IP address: 63.232.20.2

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City of Santa Fe, New Mexico

memo

DATE: March 25, 2021

TO: City Council

FROM: Mayor Alan Webber

RE: Appointments of Capital Improvements Advisory Committee, Mayor's Committee on Disability and Veterans Advisory Board

I would like to make the following appointments:

Capital Improvements Advisory Committee
Gayla Bechtol – Appointment – Term Ending 12/2022 (resume attached)
Janet Clow – Appointment – Term Ending 12/2022 (resume attached)
Miles Conway – Appointment – Term Ending 12/2022 (resume attached)
Oralynn Guerrerortiz – Appointment – Term Ending 12/2022 (resume attached)
Ruth Hamilton – Appointment – Term Ending12/2022 (resume attached)
Brian Lewis – Reappointment – Term Ending 12/2022
Matthew O'Reilly – Appointment – Term Ending 12/2022 (resume attached)
Isaac "Ike" Pino – Reappointment – Term Ending 12/2022
John Michael Salazar – Appointment – Term Ending 12/2022 (resume attached)

Mayor's Committee on Disability
J. Eli Fresquez III – Appointment – Term Ending 1/2025 (resume attached)
Kendra Garcia – Reappointment – Term Ending 1/2025
Kathlyne Gish – Reappointment – Term Ending 1/2025
Aurore Bleck – Reappointment – Term Ending 1/2025

Veterans Advisory Board
Richard Christensen – Recruiting Services - Reappointment – Term Ending 5/2022
Kenneth Dettelbach – Housing Service – Reappointment – Term Ending 5/2022
Dorothy M. Seaton – Financial Services – Reappointment – Term Ending 5/2022

GAYLA BECHTOL ARCHITECT, PC

ARCHITECTURE

418 MONTEZUMA AVE., #11 SANTA FE, NM 87505 |
T : 505.660.6301 E: GAYLA@GBASANTAFE .COM | WWW.GBASANTAFE .COM

Professional Experience

Architect	*Gayla Bechtol Architects* Residential, Institutional, Historic Preservation, Urban Design	1995-present
Project Architect/Manager	*Lloyd & Associates, Santa Fe* Residential, Religious, Planning, Historic, Urban Design	2002-04
Project Architect	*Spears Architects, AIA, Santa Fe* Residential, Institutional, Historic Preservation, Urban Design	1992-95
Project Architect	*Structures Plus, Maxwell, NM* Historic Preservation, Commercial, Residential	1991
Intermediate Architect	*Beyer Blinder Belle, New York* Retail (Henri Bendel's), Urban Design, Historic Preservation	1989-91

Intern Architect at *Steven Harris, Architect, New York,* 1989; *Michael Koenen Associates, New York,* 1988; *Albert and Wurzburger, Los Angeles,*1985-87;*Shiver-Megert Associates, Amarillo, TX* Summers, 1979-81 working on Residential, Commercial, Interiors, Urban Design and Planning.

Community

Friends of Architecture Santa Fe Board Member and Treasurer	2019-present
American Institute of Architects, Santa Fe, President	2016-2018
Inspire Santa Fe, Mentor	2015, 2016
Kindle Co-hort, Solutions Lab, Santa Fe, NM	2014
International Folk Art Market Co-chair of Railyard Event	2010-2013
Toastmasters International, La Tierra Club #891	President -2014, 2012-2015
City of Santa Fe Historic/Green Task Force	2009- 2011
Founding Board, Railyard Park and Plaza Stewards	2009-2015
Trust for Public Land, Steering Committee, Railyard Park Design and Construction	2001-2009
Trust for Public Land New Mexico Advisory Council	1999-2003
Vice President, Tierra Contenta Board of Directors	2000-2002
Member Tres Placitas Del Rio Co-housing Community	1997-2003
Member, Tierra Contenta Board of Directors	1994-2002
R/UDAT Co-Chair Santa Fe Railyard Planning Project	1996-97
Architecture Review Committee Chair, Tierra Contenta Board of Directors	1994-98
Volunteer Architectural Assistance City of Santa Fe, Historic Preservation Division	1996
Esperanza Shelter for Battered Women and Children	1995

Awards

AIA New Mexico Preservation Award for Acequia Madre Project	2018
Competent Communicator and Leader Bronze, Toastmasters International	2013-2017
State of New Mexico, Historic Preservation Award, HABS Bruns Army Hospital	2013
State of New Mexico, Historic Preservation Award, Santa Fe Railyard	2010
Architecture Preservation Award, City of Santa Fe	2007, 2016
AIA Chapter Award for Outstanding Public Service	1995,1996,1997
Letter of Commendation, Harvard University, Graduate School of Design	1989
Alpha Rho Chi Medal, University of Southern California	1985

Education/Registration

Architecture 2030	2012-2013
Public Interest Design, SEED	2012
US Green Building Council	2009-2012
Historic Architect, State of New Mexico	2007-present

American Institute of Architects		1993- present
Registration, Architect	New Mexico, # 2824	1993
NCARB Certification		1991
Harvard University Graduate School of Design	Master of Architecture in Urban Design	1989
Registration, Architect	New York, # 02126	1989
University of Southern California	Bachelor of Architecture	1985

Selected Projects 1995-Present

Capitan Depot Renovation/Restoration, Capitan, New Mexico
355 Hillside Ave, Santa Fe Guesthouse Renovation- in SF Eastside Historic District
1330F Cerro Gordo, Santa Fe Renovation- in SF Eastside Historic District
540 Canyon Road, Santa Fe Addition/Renovation- in SF Eastside Historic District
Harry's Roadhouse Expansion
Accessory Dwelling Unit, Hano Road
Santa Fe Botanical Garden Plan
Taos Walking Map of Historic Styles
2015/2016/2017 Taos CLG Coordinator
Camino Pinones Renovation and Wall – in SF Eastside Historic District
461 Acequia Madre, Santa Fe Renovation and Addition–in SF Eastside Historic District
International Folk Art Market Artist Parade
Lamy Village Plan
Women's Health Services
937 Paseo del Sur Studio – in Escarpment District
Railyard Park, Plaza and Alameda Design, Planning and Implementation
Tres Placitas Development Plan
Trust for Public Land Design Competition for Railyard Park, Plaza and Alameda

Projects while in other Architect's Offices
First Presbyterian Church Remodel and Addition
Plaza Chamisal Urban and Historic Analysis
Urban Design Standards, City of Santa Fe
Heights Study in Historic Districts, City of Santa Fe
Clayton, NM Historic Survey
Zen Garden
SF Public Schools, Administration Building
Monk Straw Bale House
Henri Bendel's Department Stores, New York, Boston and Columbus

Selected Publications + Presentations
FASF Revisioning History Series including the Introduction of the Series, Revisioning Planning and Revisioning Preservation
Foreword, ARCHITECTURE Santa Fe: A Guidebook by Paul Weideman
City Dreamers, NOW Discussion
Pecha Kucha Night, "My R/UDAT" https://www.pechakucha.com/users/gayla-bechtol
Taos Walking Map of Historical Architectural Styles https://gbasantafe.com/taos-walking-map-historical-architectural-styles/
Su Casa, Spring 2008, "Character Counts"
Technical Review, City of Santa Fe, Historic Preservation Division, Historic Districts Handbook, A guide to Historic Preservation and Design Regulations in Santa Fe, 1996-97.

Selected Education Experience
Guest Critic Arizona State University, Tempe, Parson's School of Design, New York, Yale University, New Haven, 1989-91
Teaching Assistant Ellen Whittemore, Theory of Urban Form , Steven Harris, Urban Design Studio, Moshe Safdie, Urban Design Studio, Graduate School of Design 1987-89
Teaching Assistant K. Paul Zygas, History of Architecture, USC, 1984-85

Historic Documentation Projects in New Mexico 1992 - Present

Capitan Depot, Capitan, NM
107 Cienega Street, Santa Fe unless otherwise noted
503 Johnson Lane
135 Camino Escondido
314 N. Guadalupe St.
912 Canyon Road
461 Camino de Las Animas
820 Camino Atalaya
327 West San Francisco
111 East San Francisco
541 Camino Rancheros
401 Old Taos Highway Ghost Ranch Conference Center
402 et al Don Gaspar, State of New Mexico- HABS/HAER
428 San Antonio
215 E. Palace
City of Santa Fe, College of Santa Fe/Greer Garson Theater
State of New Mexico -Bruns Army Hospital-HABS/HAER
1155 Camino Delora
922 Shoofly, Monte Vista Warehouses
1020 Canyon Road
215 E. Berger
57 Old Santa Fe Trail
1664 Cerro Gordo
1215 Paseo De Peralta
108 Candelario
814 Galisteo
Old St. Vincent's Hospital, Assessment of Facades
126 Quintana
635 West San Francisco
442 Galisteo
1401 Upper Canyon Road
1270 Upper Canyon Road-Lippincott Studio
Plaza Chamisal Urban and Historic Analysis
461 Acequia Madre

JANET CLOW

EXPERIENCE

APRIL 2008 – TO DECEMBER 2018

SHAREHOLDER, THOMPSON, HICKEY, CUNNINGHAM, CLOW, APRIL & DOLAN, P.A. (2018 OF COUNSEL)

Litigation attorney focusing primarily on domestic relations matters. Also handle real estate, business and foundation matters.

AUGUST 2004 – TO APRIL 2008

SHAREHOLDER, RUBIN KATZ LAW FIRM

Litigation attorney focusing primarily on domestic relations matters. Also handle real estate, business and foundation matters.

JANUARY 1986 – TO AUGUST 2004

SHAREHOLDER, WHITE, KOCH, KELLY & MCCARTHY, P.A.

Litigation attorney handling land use issues, civil rights issues, insurance defense, employment law, and domestic relation matters. Represented the City of Santa Fe on a number of land use cases. The most significant case was Catellus v. City of Santa Fe. In that case, I was successful in convincing the Court to remand the case back to the City for exhaustion of administrative remedies. This blow to Catellus resulted in Catellus approaching the City to see if the City would be interested in buying the Railyard. The victory in this case was one of the factors in making the Railyard possible.

JANUARY 1983 – TO JANUARY 1986

CHIEF PUBLIC DEFENDER, NEW MEXICO PUBLIC DEFENDER DEPARTMENT

Appointed by the Governor to head the Public Defender Department which had a budget of approximately six million dollars and had over one hundred employees.

OCTOBER 1976 – TO JANUARY 1983

PUBLIC DEFENDER, NEW MEXICO PUBLIC DEFENDER DEPARTMENT

During my nine year Public Defender career, I handled well over one thousand criminal cases ranging from misdemeanors to death penalty cases.

DECEMBER 1975 – TO OCTOBER 1976

PRE HEARING DIVISION ATTORNEY, NEW MEXICO COURT OF APPEALS

SEPTEMBER 1975 – TO DECEMBER 1975

LAW CLERK, HONORABLE WILLIAM HENDLEY, NEW MEXICO COURT OF APPEALS

EDUCATION

BA POLITICAL SCIENCE, CALIFORNIA STATE UNIVERSITY 1971

JD, UNIVERSITY OF NEW MEXICO 1975

SKILLS

- I have had significant legal experience in land use issues.
- I am a good problem solver.
- I am good at negotiation and resolution.
- I have quick analytical abilities.
- I can see both sides of a problem.
- I am fair and unbiased.

ACTIVITIES

- City of Santa Fe Planning Commission
- Current Master of the Bench of the Oliver Seth Inn of Court
- Hearing Officer for the New Mexico Supreme Court Disciplinary Board
- Current Member of the New Mexico Alimony Guidelines Committee
- Past Board Member and Treasurer for SWAIA
- Past Board Member of the Vietnam Project
- Past Committee Member of Buckaroo Ball
- Past Chair of the New Mexico Supreme Court Criminal Uniform Jury Instructions and Criminal Procedure Committee
- Appointed by the Governor to the New Mexico Jail Standards Advisory Committee (1980)
- Appointed by the Supreme Court to the Criminal Sentencing Guidelines Committee (1983 to 1986)
- Member of the National Legal Aid and Defender's Association's Board of Directors and Defender Committee (1983 to 1986)
- Member of the New Mexico Judicial Council (1983 to 1986)

AWARDS

- New Mexico Supreme Court Certificate of Appreciation
- State Bar of New Mexico Outstanding Contribution Award
- AV Preeminent Peer Rating from Martindale Hubbell
- Southwest Supper Lawyers
- Best Lawyers in America
- For 2013 and 2015 named by Best lawyers as Santa Fe Lawyer of the Year for Family Law

Miles D. Conway

WORK EXPERIENCE: 2000 to Present

Executive Officer
Santa Fe Area Home Builders Association
2020-Present

Fundraising, Communications, and Operations Coordinator
New Energy Economy
2018 - 2020

Communications and Mobilization Coordinator
AFSCME Council 18 - American Federation of State, County and Municipal Employees
2012-2018

CWA-NM Political / Communications Coordinator
Communications Workers of America,
Santa Fe, NM, 2004-2012

Lead Organizer
State Employee Alliance Communications Workers of America Local 7076 Santa Fe, NM, 2003-2004

OTHER WORK EXPERIENCE AND COMMUNITY SERVICE

City of Santa Fe Business and Quality of Life Committee
Santa Fe, NM 2015-2017

Fly-Fishing Instructor
Santa Fe, NM 1999-2001

Taught fly fishing and fly tying to a youth group ages 5-15 during AmeriCorps National Service work.

Program Manager
Warehouse 21 Santa Fe Teen Art Center
Santa Fe, NM 2000-2003

Fundraising Committee
Chainbreaker Collective
Santa Fe N.M. 2009-2012

The Alliance for Land and Culture's "Santa Fe Healing Gardens" Prince Park
Santa Fe, NM 2001-2003

Tow Truck Driver
Reliable Towing
Santa Fe 1998

Acequias De Las Joyas Farm Project,
Santa Fe, NM 1996-98

EDUCATION:

2006	Southwest Organizing School, Advanced Steward Training
2004	CWA Stewards Training
2003	AFL-CIO Organizing Institute
1994-1995	Colorado Mountain College
1990-93	Colorado College, Focus: Southwest Studies, Creative writing

References available upon request

Robin Gould

Staff Representative at Communications Workers of America

I was Miles' direct supervisor several years ago. He worked as our office manager, communications director, and political coordinator in CWA Local 7076. At that time I was the President of the Local. Miles was willing to take on any challenge. He left for promotional opportunities, which we could not offer.

U.S. Congresswoman Debra Haaland

I have had opportunities to work alongside Miles during many campaigns. Although we were not actually coworkers, I am greatly familiar with his skills, talents, and work ethic. Miles is extremely dependable. His intelligence is obvious, and his creativity has no end. Miles is a joy to work with on any project.

ORALYNN GUERRERORTIZ, PE



EDUCATION

M.S. Civil Engineering – Arizona State University, Tempe, AZ
December 1989. Emphasis: Water Resource Engineering
B.S Geology – University of California, Los Angeles, CA – June 1984

TECHNICAL REGISTRATION

Arizona: Engineering/Civil License No. 26345; Geology License No. 27700
New Mexico: Professional Engineer License No. 12688
Colorado: Professional Engineer License No. 36346

EXPERIENCE

PRESIDENT 2/00 – Present
Design Enginuity, Santa Fe NM
Prepares civil engineering plans including stream restoration, trails, road, drainage, grading, parking lots, parks, sewer and water plans for subdivisions, commercial, institution and community facility developments of 4 to 650 lots, 4000 to 100,000 sf. Prepares and processes zoning, subdivision and commercial development permits through local government. Provides land development project management. Local projects include , Santa Fe River Greenway, Santa Fe Community College Main Entrance, Bishop's Lodge Hills, High Summit, La Pradera, Santa Fe New Mexican Production Facility, Romero Park, Hyatt Place Hotel, Family Dollar Store, NM National Guard 400 Meter Track, Rio Grande School expansion, LANL Foundation Headquarters, Elder Grace and Old Las Vegas Highway Sewer Extension.

SUBDIVISION ENGINEER 3/95 – 2/00
Santa Fe County, Santa Fe NM
Director of the Development Review Division. Prepared technical and field reviews of all new developments within Santa Fe County. Final approval authority of all land divisions and subdivisions in the County. Wrote new regulations and served as an engineering expert to the Board of County Commissioners.

CIVIL ENGINEER 8/92 – 11/94
Greeley and Hansen, Phoenix AZ
Prepared conceptual design plans for a 200-mgd reclaimed water underground storage and recovery facility including pump stations and conveyance pipeline. In charge of pilot percolation testing, hydrogeology investigations, and acquiring all necessary permits. Developed public participation program and gave numerous presentations. Prepared stormwater pollution prevention plans. Prepared sludge facility design plans for 150-mgd wastewater treatment plant.

CIVIL ENGINEER 8/89 - 8/92
A-N West, Inc., Phoenix AZ
Prepared groundwater resource evaluations and determined the potential of groundwater development of the San Carlos Indian Reservation and the Cibola Valley Irrigation and Drainage District. Prepared design plans, specifications and reports for wastewater treatment plants . Analyzed drainage conditions and designed flood control structures for sites varying in size from 5 to 4,900 acres. Prepared an environmental impact report for a 4,700-acre multi-use development. Provided land development project management.

ENGINEERING ASSISTANT 10/85 – 8/86
Construction Inspection & Testing Co., Phoenix AZ
Supervised drilling operations for residential and commercial soil investigations, percolation tests, and soil failure diagnostics. Some lab analysis and report preparation.

STAFF GEOLOGIST 7/84 – 7/85
Lockwood-Singh and Associates, Los Angeles CA
Geotechnical projects pertaining to slope stability, fault investigations, and seismicity. Responsibilities include geologic field investigations, literature reviews, and preparations of reports.

Community Involvement

Tierra Contenta Board of Directors 1995- 2009
City of Santa Fe Parks and Open Space Advisory Commissioner 2008-2015

RUTH HAMILTON

SUMMARY

Creative, self-motivated and versatile retired professional with hands-on leadership experience in retail and non-profit special event planning and production, branding and sales. Reliable, adaptable fast learner who works well as a team member and independently. Special ability to build relationships, motivate and engage stakeholders and customers. Welcomes new challenges as opportunities to increase and share knowledge. Comfortable working as a team leader or member. Skilled at multitasking in a fast-paced environment.

PROFESSIONAL EXPERIENCE

Parts Unknown 2017 - 2020

Specialty retailer located in Santa Fe, NM. Sales Associate, part-time retail sales of men's and women's ready-to-wear and shoes.

Chico's FAS, Inc. 2014 – 2015, 2016 - 2017

Specialty retailer with over 700 stores nationwide.

Sales Lead, Northtown Plaza in Albuquerque; Plaza Mercado in Santa Fe (2017)
Responsible for supporting Store Manager in store opening, closing and operations functions; acting as Manager-on-Duty in the absence of Store and Assistant Store Managers; producing sales to meet and exceed sales plans and corporate metrics.

Assistant Store Manager, Plaza Mercado location in Santa Fe (2014 – 2015)
Responsible for Supporting Store Manager in all business aspects including managing 10-member staff, driving sales, associate hiring and training, operations, and visual presentation in accordance with Chico's brand standards.

The Club at Las Campanas 2015 –2016

Private Membership Club located in Santa Fe, NM

Special Events and Catering Manager
Responsible for marketing, selling, creating and producing more than 200 special events at the club and in members' homes, in partnership with Club members, Directors and Board members, generating $425,000 in profitable revenue.

March of Dimes 2013 –2014

National non-profit dedicated to finding the causes of birth defects and premature birth.

Senior Community Director, Albuquerque
Responsible for developing corporate donor base in Albuquerque market by building brand and cause awareness through media, social media and public presentations and identifying new revenue streams through special event sponsorships and corporate fundraising.

Macy's 2003 –2012

One of the nation's premier retailers with more than 600 department stores.

Regional Cause Marketing Manager, Miami, Fl (2009 – 2012)

Administered national and regional cause marketing strategies for two regions (211 stores in 13 states and Puerto Rico). Accountable for driving over $100 million in sales and $15 million in charitable donations through cause marketing branding initiatives.

- Developed and communicated sales campaign strategies including sales goals, selling scripts, and timelines through all levels of store management to sales associates.
- Key contributor to media relations group on press communications strategy for Macy's cause marketing branding initiatives.

Community Events Marketing Manager (2006 - 2009)

- Created and executed Community Events Marketing/Branding strategy for Macy's in Florida.
- Identified and executed 209 experiential event sponsorships connecting the 64 Florida stores and Macy's brand to over 1 million attendees statewide.
- Generated more than $700K in new sales from event marketing incentives.

Special Events Manager (2003 – 2006)

- Developed and executed special events for maximum sales.
- Conceptualized advertising with marketing partners to drive event traffic and sales.

Care Resource, Miami, FL 2000-2003

Florida's oldest and largest HIV/AIDS service organization. When Care Resource merged with Health Crisis Network (see below), I was asked to rejoin the agency.

Director of Development

Managed three-person staff and multiple volunteer committees. Raised over $3 million through special events. Planned event and branding strategies and budgets for international destination events including White Party Week and AIDS Walk Miami.

- Led and planned marketing and public relations strategies to maximize revenue and drive brand awareness internationally White Party Week on Miami's South Beach.
- Facilitated the activities of multiple fundraising volunteer committees in alignment with the events' brand and revenue requirements.

Licensed Realtor, Miami, FL 1997-2000

- Closed $2.5 million in residential sales and leases & placed in agency Top 10 in first six months.

Health Crisis Network, Miami, FL 1994-1997

Florida's oldest and largest HIV/AIDS service organization

Director of Development

Managed three-person staff and three volunteer committees. Raised over $3 million through iconic special events, individual and corporate gifts.

- Directed planning and production of internationally branded fundraising events White Party Week and AIDS Walk Miami**.**
- Created marketing and public relations strategies to attract international visitors to White Party Week on Miami's South Beach.
- Created individual Friends and Corporate Sponsors program that generated more than $500,000 in sponsorships and donations.

Camillus House, Miami, FL 1991-1994

Miami's oldest and largest homeless assistance center.

Director of Volunteer Services and Community Relations

- Developed and produced special events and direct mail campaigns that generated $325,000.
- Recruited, trained and managed more than 500 volunteers annually.
- Provided information for the media and produced quarterly newsletter.

Zoological Society of Florida, Miami, FL 1987-1991

Non-profit organization that provides fundraising and marketing for ZooMiami.

Director of Special Events and Volunteer Services

- Planned and executed special event fundraisers for maximum revenue.
- Recruited, trained and managed 200 docents who provided over 36,000 volunteer hours annually.
- Developed and sold fundraising natural history tours. Led tours to Kenya and Amazon.

Burdines Department Store, Miami, FL 1978 - 1985

- Progressive promotions from multiple department sales manager to retail buyer positions for 65 stores, a division of Federated Dept. Stores.

EDUCATION

University of Florida, BA Anthropology

AWARDS

Macy's Awards:

- Seasonal and Annual Making Magic Award in 2012, 2011 & 2010
- 2012 Cause Marketing Forum's Best Event Award in 2011
- 2008: Facilitated Macy's recognition by Tampa Gay & Lesbian Business Guild's as Business of the Year.
- 2007 Marketing Team of the Year
- 2006 Marketing Impact Award
- Fall 2006 Operating Team of the Season
- 2004-2006 Four Conch Awards for outstanding project management

Macy's Nominations:

- 2007 Operating Team of the Year
- 2007 Leadership Award
- 2005 Operating Team of the Year
- 2005 Marketing Impact of the Year
- 2005 Volunteer of the Year

Zoological Society of Florida: Honorary Docent for Outstanding Contributions, 1998

COMMUNITY WORK:

- **New Mexico Wildlife Center** Sept. 2019 to present. Member, Board of Directors, volunteer on Fundraising Committee
- **City of Santa Fe Special Weeds Action Team** Sept. 2019 to present. Chair, Mayor-appointed task force to address City's median remediation and maintenance issue
- **Southwest Santa Fe Advocates**: Jan. 2019 to present. Volunteer for neighborhood advocacy group.
- **International Folk Art Market:** Volunteered at 2019 event. Was chosen to assume senior leadership position in 2020 Market.

- **Museum of New Mexico Foundation:** 2009 – 2012, 2015, 2017-2018: sponsor and volunteer for Native Treasures Native Arts Festival. 2013: Served as volunteer on Native Treasures Native Arts Festival Committee Member
- **SWAIA:** 2012 - 2015: Volunteer for Indian Market and Winter Market
- **Unity Santa Fe:** 2013-2017: Volunteer on ad hoc Marketing, Membership and Fundraising Committees; Sunday morning greeter
- **Art Santa Fe:** 2013, 2016: Volunteered at multiple Art Santa Fe events

Macy's:

- 2012: Served on regional Associate Volunteerism leadership committee
- 2011: Recognized by Miami March of Dimes chapter as Volunteer of the Month
- 2009 & 2012: Led regional executives' fundraising campaign for local food banks and exceeded goals both years.
- 2006-2009: Volunteered on region's Diversity, Employee Recognition, and Holiday Party Committees. Emcee'd 2009 Holiday Party.
- 2005: Led corporate United Way campaign and generated highest donation in history.

Past Volunteer Work in Miami:

- **Big Brothers Big Sisters "Big Sister":** 2009 - 2012
- **Shorecrest Homeowners Association: Board Member and President**, 2000-2002
- **City of Miami Code Enforcement Board Member**, 2000-2002
- **Leadership Miami,** 1992
- **Zoological Society of Florida, Secretary and President of Volunteers**, 1985-1987

Matthew S. O'Reilly, P.E.

REAL ESTATE DEVELOPMENT & PLANNING PROFESSIONAL

Creative Real Estate Planning	*Cost Effective Project Design & Engineering*	*Experienced Construction Administrotion*
Development Analysis	*Effective Leasing Strategies*	*Program Development*

VICE-PRESIDENT - REAL ESTATE OPERATIONS | *Thomas Properties, LLC* • Santa Fe, NM • Oct. 2018 to Present

- Identification and analysis of all real estate development opportunities of Thomas Properties and its subsidiaries
- Administration, design oversight, and project management of all construction projects
- Negotiation, drafting, and management of new and renewed commercial, retail, and telecommunication leases
- Planning for future real property acquisitions and redevelopment/repositioning of existing real estate assets
- Design and engineering of improvements to existing company facilities

DIRECTOR OF ASSET DEVELOPMENT | *City of Santa Fe, New Mexico* • Sept. 2014 to Sept. 2018

- Established the first-ever Asset Development Office of the City of Santa Fe to leverage city real estate assets to achieve city goals of economic development, affordable housing and revenue generation
- Identified and closed municipal lands sales, leases, exchanges, collections, and donations valued at $16.M+
- Authored the Midtown LINC (Local Innovation Corridor) Overlay District providing as-of-right development approval for multi-family residential development and complimentary uses in the geographic center of the city
- Negotiated new city telecommunication leases increasing city telecom revenue to $326,000+ per year
- Oversaw the city's Information Services Program providing 1,300+ property inquiry responses
- Authored 20+ pieces of city legislation related to use of real property
- Restructured numerous city land and building leases to ensure maximum return to city residents
- Prepared launch of first-ever web-based city lease database and management system

LAND USE DIRECTOR | *City of Santa Fe, New Mexico* • Sept. 2009 to Sept. 2014

- Directed the City of Santa Fe Land Use Department (50+ employees) ($4M+ annual budget)
- Managed 5 city Divisions: Current Planning; Building Permits; Inspections & Enforcement; Historic Preservation; and Technical Review
- Managed appointment and performance of 5 quasi-judicial city bodies: Planning Commission; Board of Adjustment; Business-Capital District DRC; Historic District Review Board and Archeological Review
- Assumed department responsibility for 40% greater city geographic area resulting from annexation
- Led completion of multi-year rewrite of city's Land Development Code that reduced the size of the code by 10%
- Streamlined city's development application process that reduced application processing time by 44%
- Implemented significant customer service and construction permit process improvements resulting in 50+ letters complimentary of department staff
- Authored/Co-Authored 15+ pieces of city legislation, including Airport Road Overlay District, Condominium Ordinance; Appeals Ordinance
- Co-Authored NM Senate Bill 10 revising the state's Condominium Act
- Secured FEMA approval of city's Flood Hazard Ordinance to ensure lowest NFIP rates for property owners
- Designed Neighborhood Assistance Program to help distressed residents address code violations
- Launched monthly outreach meetings with construction contracting industry

OWNER/PRINCIPAL | *O'Reilly Real Estate Services* • Santa Fe, NM • 2001 to 2009

- Performed land use planning, engineering, financial and technical feasibility analysis, entitlements process consulting, construction cost estimating and strategic project management for selected clients
- Engaged in equity-position fee development services to select joint venture partners including identification, analysis, planning and entitlement of student housing and other residential projects

OWNER/VICE-PRESIDENT | *Gonzalez, O'Reilly + Associates, Inc.* • Santa Fe, NM • 1993 to 2001

- Co-founded and led land development consulting engineering and planning firm (8+ employees)
- Performed civil engineering and planning for numerous land development projects with construction costs up to $20M, including: annexations, re-zonings, master development plans, office and industrial parks, market rate and affordable housing subdivisions, tax-credit apartments, municipal facilities, and private home sites
- Developed project-specific services including: site analysis, political process strategizing, securing entitlements, negotiations with public review agencies and neighborhood groups, client representation before governing bodies/review boards, and construction administration from bidding to project closeout
- Managed office personnel and new client development

OWNER | *M. S. O'Reilly Engineering* • Santa Fe, NM • 1991 to 1993

- Performed contract and private consulting for land development and custom residential projects
- Project types included: residential subdivisions, development plans, master plans, apartments, custom homes and civil/structural forensic investigations
- Consulting services included: engineering for sanitary sewer, storm drainage and detention systems, site grading, streets, utilities and miscellaneous concrete, timber and structural steel elements

CIVIL/STRUCTURAL ENGINEER | *Gordan & Associates* • Santa Fe, NM • 1989 to 1991

- Performed structural and civil engineering for buildings, bridges, and land development projects

BRIDGE DESIGN ENGINEER | *State of Connecticut D.O.T.* • Newington, CT • 1986 to 1989

- Structural engineering of highway bridges and related structures

PROJECT TEAM AWARDS

Tierra Contenta: A Master Planned Community
American Planning Association • 1999
Outstanding Planning Award for Project Implementation

Genoveva Chavez Community Center
National Assoc. of Industrial & Office Properties • 2000
Award of Excellence Best Civic/Public Commercial Project

EDUCATION

Master of Science | Real Estate Development • *Columbia University* • New York, NY
Honors Thesis • Harold S. Bell Entrepreneurship Award

Bachelor of Science | Civil + Structural Engineering • *University of Connecticut* • Storrs, CT

LICENSURE

Professional Engineer • *Civil/Structural* • New Mexico #11459

Qualifying Broker • *Inactive* • New Mexico #15394

PROFESSIONAL MEMBERSHIPS

Lambda Alpha International • *Honorary Society for the Advancement of Land Economics*
American Real Estate and Urban Economics Association

COMMUNITY INVOLVEMENT

Government - City of Santa Fe

Planning Commission *(Chairman: Aug. 2008 to Sept. 2009)*
BCD Design Review Committee *(Vice-Chair: 2007 to 2009)*
Extraterritorial Land Use Commission *(2008 to 2009)*
Long-Range Planning Sub-Committee *(2007 to 2009)*

Non-Profit Organizations

Santa Fe Teen Arts Center (Warehouse 21)
Board President/Vice-President (2007 to 2008)
Building Chair/Construction Manager (2007 to 2009)
Completed Warehouse 21 on time & under budget

Resolve NM
Senior Certified Instructor (2007 to Present)

KSFR 101.1 FM
Local News Reporter (2006 to 2008)

John M. Salazar

PROFESSIONAL EXPERIENCE

June 2019-Present
Leyba Real Estate, LLC **Santa Fe, NM**

Associate Broker Provide excellent customer service to clients. Advise clients throughout the home buying and home selling processes. Draft comparative market analysis reports for potential clients. Draft agreements for representation between clients and brokerage. Draft purchase agreements for clients. Coordination between different parties pertaining to photo shoots of properties, property walk-throughs for clients or other real estate agents, inspectors and appraisers. Develop budgets for real estate business. Strategize best practices for advertising and customer outreach to maximize lead generation. Study local, regional and national markets in order to stay up to date on latest housing market trends.

August 2018-Present
Visual Concepts, LLC **Santa Fe, NM**

Construction Remodel, repair and construction of residential properties. Strategize, budget and implement best practices for remodeling and repairing purchased residential properties for resale.

November 2008-July 2018
Santa Fe County Growth Management Department **Santa Fe, NM**

Development Review Specialist Senior Review and screen Land Development permit applications and submittals to ensure that applications have been fully completed and the information provided is accurate. Route and track multiple applications to reviewing agencies within Santa Fe County and amongst State and Federal agencies. Consult with permit applicants and/or their agents to ensure applications comply with the County Land Development Code. Prepare and present reports and recommendations to the various planning commissions and governing body pertaining to requests on plats, zoning, variances, site plan applications, special exceptions, appeals, business licenses, special event permits, liquor licenses and film permits. Prepare monthly reports in order to support directors in the annual budgeting process. Provide customer service to constituents with issues concerning business licensing, land development, permitting processes or general questions which arise regarding Santa Fe County government.

March 2008-November 2008
Santa Fe County Attorney's Office **Santa Fe, NM**

Contracts Manager Developed procedures, advised and assisted County Departments in the drafting of bid specifications, scopes of work for professional services and contractual documents. Prepared Request for Proposals, Invitation for Bids, Request for Quotes and other solicitation documents. Analyzed the scope of work, compensation and other terms of the contract as to assure the deliverable of the programmatic needs and that all aspects of the contractual agreements had been satisfied. Negotiated with contractors on compensation, terms and conditions for the solicited services.

February 2007-February 2008
Santa Fe County Land Use Department **Santa Fe, NM**

Development Review Specialist II Prepared reports and recommendations to the various planning commissions pertaining to requests on plats, zoning, variances, site plan applications, special exceptions and appeals. Dealt with citizen complaints and controversial projects that required extreme tact and independent judgment. Provided technical support to the various planning boards and commissions. Coordinated with the necessary parties on subdivision and development standards and requirements. Assisted in long-range planning for community development and updating the comprehensive plan for the County.

November 2005-February 2007
Santa Fe County Manager's Office **Santa Fe, NM**

Special Project Coordinator/Legislative Analyst Briefed Commissioners and County Manager about on-going legislative events and issues. Coordinated intergovernmental efforts with federal, state, tribal, municipal, and county governments to support ongoing and future community and countywide initiatives. Provided internal legislative support for many legislative initiatives, prior to and during the legislative session. Prepared ordinances, resolutions, and proclamations for the County Manager's Office. Supported the Commissioner's and County Manager's media outreach program and efforts. Coordinated and scheduled various meetings and events for the County Commissioners and County Manager.

September 2004-November 2005
Santa Fe County Land Use Department **Santa Fe, NM**

Development Review Specialist II Planned and prepared graphic exhibits for use before the Board of County Commissioners, Planning Commission and other public entities. Responded to inquiries from the public regarding planning projects and demographic data. Assisted Development Review Specialist III in the analysis, development, programming and administration of Capital Improvements Projects. Conducted site visits.

May 2003-September 2004
Santa Fe County Land Use Department **Santa Fe, NM**

Code Enforcement Officer II Conducted investigation of properties for zoning compliance. Inspected new development sites for code compliance. Inspected and measured new roads, proposed re-modeling or additions, terrain or flood plain for code compliance. Issued notice and final notice of violations. Issued citations for violation of County code and ordinances. Responded to third party complaints to decide validity and check conformance to County code, Extraterritorial Zoning Ordinance regulations, and state statutes. Reviewed maps, plats, and blueprints for code compliance.

March 2002-May 2003
Santa Fe County Finance Department **Santa Fe, NM**

Procurement Specialist Trainee Assisted with the preparation and issuance of request for Proposals, Invitation for Bids, Requests for Quotes and other solicitation documents. Analyzed purchase requisitions to ensure compliance with procurement code and local policies and procedures. Identified procurement code violations on purchases and prepared recommendations for Purchasing Manager and Finance Director. Assisted with pre-bid conference, bid openings, and post award meetings with Contractor and County staff. Supported department personnel in drafting professional service contracts, statements of work and contract specifications.

August 2001-March 2002 Santa Fe County Land Use Department **Santa Fe, NM**

Plans Examiner I Reviewed and screened Land Development permit applications and submittals to ensure that applications had been fully completed and the information provided was accurate. Consulted with permit applicants and/or their agents to ensure applications complied with County Land Use Code.

EDUCATION

2005-2009 **College of Santa Fe** **Santa Fe, NM**
- Bachelor of Arts in Political Science

1998-2000 and 2005 **University of New Mexico** **Albuquerque, NM**
- Transfer Student

1996-1998 **Santa Fe Community College** **Santa Fe, NM**
- Obtaining Prerequisites

INTERESTS

2019-Present **Santa Fe Association of Realtors Member (SFAR)**

2019-Present **SFAR Government Affairs Committee Member**

2017-2019 **Santa Fe Public Schools Citizens Review Committee**

2015-18 **Volunteer Youth Football Coach Northern NM Children's Football League**

2015 **Volunteer Youth Baseball Coach Santa Fe Little League**

2012-2014, Present **Capital High School Assistant Varsity Football & Baseball Coach**

2009- 2010 **City of Santa Fe Planning Commission Chairman**

2007-2010 **City of Santa Fe Planning Commission**

REFERENCES

Available upon request

City of Santa Fe, New Mexico

memo

DATE: **March 23, 2021**

TO: **Alan Webber, Mayor**
Governing Body
Kristine Bustos-Mihelcic, City Clerk

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

FROM: **Tom Graham, ADA Coordinator / Staff Liaison**

RECOMMENDED ACTION:
Please appoint Eli Fresquez to the vacant position on the Mayor's Committee on Disability.

BACKGROUND AND SUMMARY:
Per Resolution 2006-151, the purpose of the Mayor's Committee on Disability (MCD) is to work with and for people with and without disabilities to ensure access for all by eliminating physical and attitudinal barriers and improving participation in the Santa Fe community for enrichment.

The Committee shall consist of nine members appointed by the Mayor with the approval of the City Council. At the moment, there is one vacancy on the Committee.

Mr. Fresquez is a lawyer with a focus on ADA issues. He currently works for CYFD, and wouldbe a liaison with CYFD on ADA issues. Mr. Fresquez is not a private contractor and would not financially benefit from service to the Committee, even though his professional life is in the disability field.

Mr. Fresquez has attended MCD meetings since his return to the Santa Fe area and worked with committee members on projects for the disability community. It is clear that he is motivated to serve and can be relied on to participate fully.

It is important that the vacant position be filled as soon as possible.

Attachments:
List of Current Members of Mayor's Committee on Disability
Eli Fresquez, Cover Letter and Resume

Mayor's Committee on Disability Members

Aurore Bleck
3129 Primo Colores
Santa Fe, New Mexico 87507
Ph. (505) 473-2060
Started: October 2014
Term Expires: January 2021
laurore_borealis@yahoo.com
District 3

Hope Reed
321 West Cordova Road
Santa Fe, New Mexico 87505
Ph. (505) 231-4043
Started: 9/26/18 (01/2015)
Term Expires: January 2023
hopereed33@gmail.com
District 2

Kendra Garcia
1205 Parkway Drive Ste. A
Santa Fe, New Mexico 87507
Ph. (505) 471-1001 Ext. 104
Started: May 16, 2019
Term Expires January 2021
kgarcia@newvistas.org
District 4

Victor Hughes
106A Old Las Vegas Highway
Santa Fe, New Mexico 87505
Ph. (303) 588-5821
Started: 9/26/18
Term Expires January 2023
rootscreative@icloud.com
District 1

Kathlyne Gish
1617 Ben Hur Drive
Santa Fe, NM 87501
Ph. (505) 310-3090
Started: February 2017
Term Expires: January 2021
zephyreblue@yahoo.com
District 4

Pam J. Parfitt
1304 Arenal Court
Santa Fe, New Mexico 87501
Ph. (505) 690-5114
Started: May 16, 2019
Term Expires: January 2023
sffiddle@gmail.com
District 1

Angelique Montoya - Chavez
4883 Agua Fria Street
Santa Fe, New Mexico 87507
Ph. (505) 310-4875
Started: May 16, 2019
Term Expires: January 2023
angandsalv@gmail.com
District 1

Meriam Jawhar
601 Circulo De Morelia, Unit 202
Santa Fe, New Mexico 87507
Ph. (505) 471-3820 C: (505) 204-1193
Started: February 2013
Term Expires: January 2023
pleroman53@msn.com
District 1

VACANT

Thomas M. Graham
ADA Coordinator – Staff Liaison
500 Market Street #200
P. O. Box 909
Santa Fe, New Mexico 87504-0909
Ph. (505) 955-6654
Started: 7/08/19
tmgraham@santafenm.gov

City Council Chambers phone (505) 955-6663 Revised: 3/23/21

J. Eli Fresquez III, Esq.
6783 Camino Rojo
Santa Fe, NM 87507
Elifresquez@yahoo.com
917-348-1049

March 9, 2021

Dear Mayor Webber,

I am applying for a position on the City of Santa Fe Mayor's Committee on Disability (MCD).

As a native of Santa Fe, I am excited by the possibility of working with you and your administration, ADA Coordinator Thomas Graham, and other members of MCD. I hope to bring my expertise in disability compliance, advocacy, leadership, and unbridled enthusiasm to the MCD.

Given the opportunity to be on the MCD, my mission would be to make Santa Fe first in the nation when it comes to quality of life and independence for people with disabilities.

Recently I worked at the NYC Mayor's Office for People with Disabilities where I was involved in numerous strategic planning and policy initiatives and lead contributor to NYC's strategic plan called AccessibleNYC, which provides an annual report on the state of people with disabilities living in NYC.

Currently, I work at the New Mexico Children, Youth and Families Department (CYFD) as the Department's ADA Coordinator and Assistant General Counsel. At CYFD I am leading several initiatives aimed at integrating concepts of universal design and accessibility into our programs and services including trauma responsive services to children.

I would like to bring my strategic planning experience to the MCD and help establish Santa Fe as a national leader in accessibility, inclusion, and independence for people with disabilities.

Thank you for your consideration.

Sincerely,



Eli Fresquez

Jose “Eli” Fresquez III

elifresquez@yahoo.com
(917) 348-1049 • 6783 Camino Rojo Santa Fe, NM 87507

SKILLS AND EXPERTISE:

- Civil Rights
- Drafting Legislation & Civil Rights Complaints
- ADA Compliance & Accessible Design Standards
- Training & Education Development
- Public Outreach & Accessible Event Planning
- Inclusive Emergency Planning
- Digital Accessibility (WCAG) & Web Development
- Project Management & Government Contracting

WORK EXPERIENCE:

State of New Mexico
Children, Youth and Families **ASSISTANT GENERAL COUNSEL** **Aug 2019 to Present**

- Provide legal representation to the Department and to the different services areas including behavioral health services, early childhood, protective services and juvenile justice
- Represent the Department in administrative law hearings and court proceedings
- Review and participates in the preparation and finalization of policies and procedures
- Provide in-house legal counsel, review scope of work, contracts and public information requests
- ADA Coordinator, promote outreach to the disability community, interagency coordination, and strategic planning for providing services to children with disabilities

NYC Mayor’s Office
For People with Disabilities **ASSISTANT GENERAL COUNSEL** **Sep 2016 to Aug 2019**

- Counseled City Agencies on various federal, state and local laws that ensure equal opportunity for people with disabilities.
- Reviewed proposed legislation, legal memoranda and drafted citywide policy.
- Led NYC’s Disability Service Facilitator/ADA Coordinator Program which ensured that NYC programs and services complied with Tittle II of the ADA which prohibits disability discrimination.
- Managed training, education and outreach with city partners and the public to promote disability rights and awareness.
- Was responsible for developing inclusive citywide emergency plans for vulnerable people.

NYC Emergency Management **ADA COORDINATOR AND SENIOR PLANNER** **Apr 2013 to Sep 2016**

- Coordinated compliance with civil rights laws to assure that emergency planning was fully integrated and inclusive including the requirements in the B*rooklyn Center for Independence of the Disabled v. City of New York* lawsuit.
- Incorporated policies and strategies to address issues related to people with disabilities and others with access and functional needs into NYC’s emergency plans. Conducted outreach to organizations, healthcare providers and agencies that work with disabled clients.
- Developed tools and produced education/training programs to support compliance with disability laws.

NYS Div. of Human Rights **HUMAN RIGHTS SPECIALIST** **Jan 2008 to Apr 2013**

- Drafted division initiated complaints, legal memoranda and investigation reports concerning allegations of systemic and widespread discrimination based on federal, state and municipal anti-discrimination laws.
- Led investigations and coordinated settlement negotiations concerning allegations of discrimination.
- Managed investigation plans, mediated settlements, and made recommendations for final determination.

EDUCATION:

New York Law School

- JD: Concentration Civil Rights

University of New Mexico

- BA: Political Science
- BA: Philosophy, BA: Economics (Minor)

Harvard University

- National Preparedness Leadership Initiative

December 16, 2020

To: Mayor's Committee on Disability of Santa Fe

I am writing this to request an extension of my term from being on the committee. My term is to end now in January of 2021. I have been on the committee for since I was appointed in April of 2019. I feel that due to COVID-19 I have not been able to fully participate and serve as a member. I would like to continue to help our disability community here in Santa Fe to further reach their goals and expectations. I do hope that you will allow me to continue to do so.

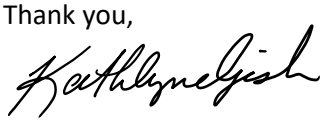
Sincerely,

Kendra Garcia, Independent Living Advocate

December 16th, 2020
Mayor Webber, and To Whom it May Concern,

It is with great sense of honor that I am requesting my service on the Mayor's Committee on Disability to continue. I volunteered with the Santa Fe Mayor's Committee on Disability from 2013 to 2017 and have proudly served as an official appointed member of the Mayor's Committee on Disability since February of 2017. I remain passionate and dedicated to support the City of Santa Fe and advocate on behalf of my fellow disabled community members.

Thank you,



Kathlyne Gish

From: Aurore Bleck
To: GRAHAM, THOMAS M.
Subject: Re: Mayor"s Committee on Disability - Term Extension
Date: Tuesday, December 15, 2020 10:22:52 AM

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.

Notice of Interest:

I would like to continue to serve on the Mayor's Committee on Disability. It is inspiring to work with a group of people that is so committed to improving the lives of the residents and the community of Santa Fe. There is so much diversity of experience and knowledge of disability issues that the Committee harnesses toward problems that it is possible to effect real change. I look forward to working with the Committee for another term.

Aurore Bleck

On Monday, December 14, 2020, 12:35:46 PM MST, GRAHAM, THOMAS M. <tmgraham@santafenm.gov> wrote:

Good afternoon,

This Email is to inform you that your Mayor's Committee on Disability (MCD) term will expire in January 2021. The Mayor and I appreciate your service and would like for it to continue if you're willing.

Please Email a Notice of Interest – a statement from you that you want to continue serving as a member of our committee and why (a few sentences or one paragraph will suffice). I can then begin the process to extend your current term.

Please stay safe and take care.

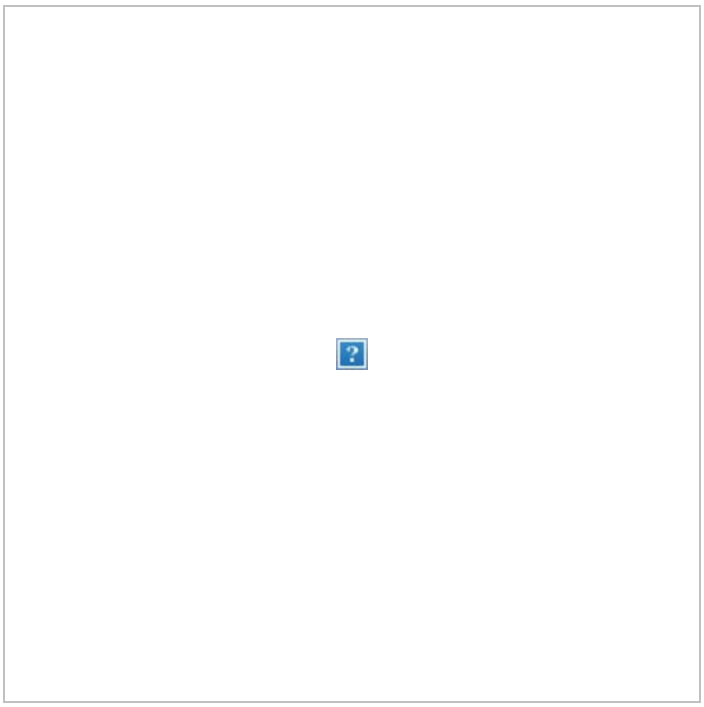
Sincerely,

Tom Graham, AIA, ADAC, CASp, NCARB
ADA Coordinator
Public Works Department - Engineering Division
500 Market Street, Suite 200
Santa Fe, New Mexico 87504-0909
Office: (505) 955-6654

Cell: (505) 629-7264
tmgraham@santafenm.gov

WE ARE

#AllTogetherSantaFe
http://www.alltogethersantafe.org
#TodosJuntosSantaFe
http://www.todosjuntossantafe.org



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City of Santa Fe, New Mexico
Memorandum

DATE: **February 18, 2021**

TO: **Mayor Alan M. Webber**

VIA: **Kristine Bustos-Mihelcic, City Clerk**

Kyra Ochoa
Kyra Ochoa (Mar 4, 2021 09:51 MST)

Kyra Ochoa, Community Health & Safety Department Director

Julie J. Sanchez, Youth & Family Services Division Director jjs

FROM: **George C. Carrasco, Project Administrator Youth & Family Services Division** GCC

ITEM AND ISSUE:
Reappointment of Richard Christensen, Kenneth Dettelbach, Dorothy M. Seaton, to the Veteran's Advisory Board (VAB.)

BACKGROUND AND SUMMARY:
In recognition of the service of veterans and in an effort to meet the needs of veterans in this community, the Santa Fe City Council by unanimous vote approved resolution 2015-18 to create a Veterans' Advisory Board to advise the Governing Body on veteran affairs and streamline Santa Fe's veteran services.

About: Citing unemployment, underemployment, aging, homelessness, and the difficulty of accessing the range of services available in the Santa Fe community, the Council voted unanimously to create an advisory board to "address matters affecting veterans, propose solutions to alleviate or address the needs of local veterans and recognize the contributions local veterans have made.

The Veterans' Advisory Board will: make recommendations on the use of funding; streamline transition services for recently discharged veterans; serve as a clearinghouse for physical and behavioral health services, housing, and financial benefit programs available for veterans; recommend local services to supplement federal and state benefits; work with local non-profits, the State of New Mexico, and the Santa Fe Resources Opportunity Center to streamline provision of services in Santa Fe; and, recognize and honor the accomplishments of local veterans.

The board will consist of nine residents of Santa Fe County appointed by the Mayor and approved by the Governing Body. At least three members must be veterans or immediate family members of veterans.

Richard Christensen (member since 2019) - Presently works at Los Alamos National Laboratory as a Sr. Recruiter. 14 years of talent acquisition and HR management experience. He is a retired San Bernardino County Deputy Sheriff and a United States Marine Corps Veteran. He holds a Bachelor of Science degree in Business Management, from the University of Phoenix as well as an MBA degree from Pepperdine University, Graziadio School of Business and Management, with an emphasis in Managing Organizational Change.

Kenneth Dettelbach (member since 2015) - Captain ROTC University of Pennsylvania distinguished military student. Served in Vietnam, US Army Transportation Corps. He is the President of Vietnam Veterans of America Northern New Mexico Chapter 996, and serves in the board of Roof & Ramps for Vets LLC, Santa Fe Community College Foundation.

Dorothy M. Seaton (member since 2016) - retired Army Officer and served more than 17 years in the Army National Guard. She was the Vice President of Women Veterans of New Mexico and was the President of the Bataan Chapter of American Veterans for Equal Rights. She is a member of the Host Committee for the National Convention of American Veterans for Equal Rights. Graduate of the University of Nebraska with a Bachelor of Science in Life Sciences and a Masters in Human Relations from the University of Oklahoma. These members were appointed in May of 2018, their terms ended in May of 2020. They have expressed interest in continuing to serve on the board.

The terms for the above-mentioned members' expired in May of 2020. They have expressed interest in continuing to serve on the board.

ACTION REQUESTED:
The Community Services Department and Youth & Family Services Division respectfully request reappointment of the above-mentioned to the Veteran's Advisory Board.

Signature: Julie Sanchez (Feb 18, 2021 16:28 MST)

Email: jjsanchez@santafenm.gov

Memo VAB Reappointments

Final Audit Report 2021-02-18

Created:	2021-02-18
By:	Michelle Gurule (magurule@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAE6c-K_NPAsv2HLeDuvDJ_aley_P61ZFI

"Memo VAB Reappointments" History

Document created by Michelle Gurule (magurule@ci.santa-fe.nm.us)
2021-02-18 - 10:59:02 PM GMT- IP address: 63.232.20.2

Document emailed to Julie Sanchez (jjsanchez@santafenm.gov) for signature
2021-02-18 - 10:59:36 PM GMT

Email viewed by Julie Sanchez (jjsanchez@santafenm.gov)
2021-02-18 - 11:28:01 PM GMT- IP address: 104.47.64.254

Document e-signed by Julie Sanchez (jjsanchez@santafenm.gov)
Signature Date: 2021-02-18 - 11:28:38 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2021-02-18 - 11:28:38 PM GMT

Adobe Sign

Memo VAB Reappointments.

Final Audit Report 2021-03-04

Created:	2021-02-18
By:	Michelle Gurule (magurule@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAYpAt5QK7bHljkavCv9hqZ1yjdz80nopb

"Memo VAB Reappointments." History

Document created by Michelle Gurule (magurule@ci.santa-fe.nm.us)
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Appointments 03-31-21

Final Audit Report 2021-03-26

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