City of Santa Fe

# AGENDA

**REGULAR MEETING OF**
**THE FINANCE COMMITTEE**
**APRIL 05, 2021**
**5:00 PM**
**ATTEND VIRTUALLY**

## SPECIAL PROCEDURES FOR FINANCE COMMITTEE MEETING

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

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

The video recording of this meeting 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 meetings on-line at any time during normal business hours. Please call 955-6521 for assistance.
**Virtually:** the meeting can be attended virtually on Zoom: https://santafenm-gov.zoom.us/j/95709453122?pwd=SkdaMi9Dc3V6Uk1sdFJJaEg5VENwUT09
**Passcode:** 946712
**Telephone:** 346 248 7799 or 669 900 6833
**Passcode:** 946712
**Agenda:** The agenda for the meeting will be posted at https://santafe.primegov.com/public/portal.

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **APPROVAL OF AGENDA**
4. **APPROVAL OF CONSENT AGENDA**
5. **APPROVAL OF MINUTES**

a. Regular Finance Committee – March 22, 2021

6. **PRESENTATION**

a. FY21 and FY22 Financial Update.

7. **ACTION ITEMS: CONSENT**

a. Request Approval of Budget Amendment Resolution (BAR) for allocation of Impact Fees for Construction of CIP #868A – Montezuma Avenue and Sandoval Street Intersection Improvements in the amount of $750,000. (Thomas Graham, PW Project Administrator, tmgraham@santafenm.gov, 505- 955-6654)

**Committee Review:**
Finance Committee – 04/05/2021
Public Works & Utilities Committee – 04/12/2021
Governing Body – 04/14/2021

b. Request for Approval of Contract Amendment No.1 for Santa Fe Recovery to Change the Scope of Work. (Elizabeth Peterson, Children and Youth Program Manager: empeterson@santafenm.gov, 505-470-3186)

**Committee Review:**
Finance Committee: 4/5/21
Quality of Life: 4/7/21
Governing Body: 4/14/21

c. Request for the Approval of National Cooperative Purchasing Alliance also known as NCPA Cooperative Master Agreement to add another Procurement Method Citywide. (Yodel Catanach, Contracts Supervisor, yocatanach@santafenm.gov, (505) 955-6435.)

**Committee Review:**
Finance Committee 4/05/21
Governing Body 4/14/21

d. Request for Approval of St. Elizabeth Shelter Contract Amendment No. 1 to Extend the Term and Scope of Service; (Elizabeth Peterson, Children and Youth Program Manager: empeterson@santafenm.gov, 505-470-3186)

**Committee Review:**
Finance Committee: 4/5/21
Quality of Life: 4/7/21
Governing Body: 4/14/21

e. Request for The Food Depot Contract Amendment; Term Extension and Scope of Service (Elizabeth Peterson, Children and Youth Program manager: empeterson@santafenm.gov, 505-470-3186)

**Committee Review**:
Finance Committee: 4/5/21
Quality of Life: 4/7/21
Governing Body: 4/14/21

f. Request for Kitchen Angels Contract Amendment,Term Extension and Scope of Service. (Elizabeth Peterson, Children and Youth Program manger:empeterson@santafenm.gov, 505-470-3186)

**Committee Review:**
Finance Committee 4/5/21
Quality of Life 4/7/21
Governing Body 4/14/21

g. Request for Esperanza Shelter Contract Amendment, Term Extension and Scope of Service (Elizabeth Peterson, Children and Youth Program Manager: empertson@santfenm.gov , 505-470-3186)

**Committee Review**:
Finance Committee: 4/5/21
Quality of Life: 4/7/21
Governing Body 4/14/21

h. Request for Youthworks Contract Amendment, Term Extension and Scope of Service (Elizabeth Peterson, Children and Youth Program Manager: empeterson@santafenm.gov , 505-470-3186)

**Committee Review**:
Finance Committee: 4/5/21
Quality of Life: 4/7/21
Governing Body 4/14/21

i. Request for Literacy Volunteers Contract Amendment, Term Extension and Scope of Service (Elizabeth Peterson, Children and Youth Program Manager: empeterson@santafenm.gov, 505-470-3186)

**Committee Review**:
Finance Committee: 4/5/21
Quality of Life: 4/7/21
Governing Body 4/14/21

j. Request for The Life Link Contract Amendment, Term Extension and Scope of Service (Elizabeth Peterson, Children and Youth Program Manager: empeterson@santafenm.gov, 505-470-3186)

**Committee Review**:
Finance Committee: 4/5/21
Quality of Life: 4/7/21
Governing Body 4/14/21

k. Request for Coming Home Connection Contract Amendment, Term Extension and Scope of Service (Elizabeth Peterson, Children and Youth Program Manager: empeterson@santafenm.gov , 505-470-3186)

**Committee Review**:
Finance Committee: 4/5/21
Quality of Life: 4/7/21
Governing Body: 4/14/21

l. Request for Approval of Contract Amendment No. 1 for Groundwater Monitoring, Soil Vapor Monitoring, and Other Environmental and Engineering Services for Landfill Sites for a Four Year Period with Intera, Inc for a Total Amount of $156,875 (exclusive of NMGRT). (Shirlene Sitton, ESD Division Director, sesittion@santafenm.gov, 955-2209)

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

m. 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:**
Introduced: 3/31/21
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

n. 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:**
Introduced: 2/11/21
Public Works and Utilities Committee: 03/29/21
Governing Body (Request to Publish): 03/31/21
Finance Committee: 04/5/21
Quality of Life Committee: 04/7/21
Governing Body (Public Hearing): 04/28/21

o. 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;**
Introduced: 2/11/21
Public Works and Utilities Committee: 03/29/21
Governing Body (Request to Publish): 03/31/21
Finance Committee: 04/5/21
Quality of Life Committee: 04/7/21
Public Works and Utilities Committe: 04/12/21
Governing Body (Public Hearing): 04/28/21

p. Request for Approval of Amendment No. 5 with John Shoemaker & Associates, Inc. (JSAI) for two (2) Capital Improvement Projects: Installation of an inclinometer sensor (SENSOR) and Development of a Conceptual Work Plan in the total amount of 88,536.57 (exclusive of NMGRT). (William Schneider, Water Resources Manager, whschnedier@santafenm.gov, 955-4203)

**Committee Review:**
Public Works and Utilities Committee: 03/29/21
Finance Committee: 04/05/21
Governing Body: 04/14/21

q. Request for Approval of a Budget Adjustment Resolution (BAR) to fund Amendment No. 5 with John Shoemaker & Associates, Inc. in the total amount of $93,683. (William Schneider, Water Resources Manager, whschneider@santafenm.gov, 955-4203)

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

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

**COMMITTEE REVIEW:**
Introduced: 3/22/21 (Finance Committee)
Public Works and Utilities Committee: 3/29/21
Governing Body (request to publish): 3/31/21
Finance Committee: 4/5/21
Public Works and Utilities Committee: 4/12/21
Governing Body (public hearing): 4/28/21

s. Request for Approval of Change Order No. 5 with Bradbury Stamm Construction, Inc. to increase the duration by adding 653 days, no additional funding is being requested. (Michael Dozier, Wastewater Division Director, mldozier@santafenm.gov)

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

t. Request for Approval of (3) State Capital Outlay Grant Agreements; (David Chapman, Grants Administrator, dachapman@santafenm.gov, 955-6824)

1) Project # 20-E2735 for Electric Vehicles & Charging Stations
2) Project # 20-E2740 for Municipal Court HVAC & Roof Repairs
3) Project # 20-E2744 for Construction of Southside Teen & Resource Center

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

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

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

w. Request for Approval of a Budget Adjustment Resolution (BAR) for the Southside Teen & Resource Center in the amount of $3,870,900 (David A. Chapman, Grants Administrator, dachapman@santafenm.gov, 955-6824)
**Committee Review:**
Public Works and Utilities Committee: 03/29/2021
Finance Committee: 04/05/2021
Governing Body: 04/14/2021

x. Request for the Approval of Amendment No.10 to the Santa Fe Railyard Community Corporation's Amended and Restated Lease and Management Agreement, which will increase the existing rent deferral for FY21 from $100,000 to $500,000, with deferred amounts to be repaid from FY22 to FY24.(Sam Burnett, Public Works Property Maintenance Manager, jsburnett@santafenm.gov, 505-955-5933)
**Committee Review:**
Public Works and Utilities Committee: 3/29/2021
Finance Committee: 04/05/2021
Governing Body: 04/14/2021

8. **MATTERS FROM STAFF**

9. **MATTERS FROM THE COMMITTEE**

10. **MATTERS FROM THE CHAIR**

11. **NEXT MEETING: Monday, April 19, 2021**

12. **ADJOURN**

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

City of Santa Fe

# MINUTES

**REGULAR MEETING OF**
**THE FINANCE COMMITTEE**
**MARCH 22, 2021**
**5:00 PM**

## SPECIAL PROCEDURES FOR FINANCE COMMITTEE MEETING

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

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

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

1. **CALL TO ORDER**

Meeting called to order at 5:01 PM

2. **ROLL CALL**

**Members Present:**

Councilor Roman Abeyta
Councilor Renee Villarreal
Councilor Carol Romero-Wirth
Councilor Signe Lindell
Councilor Jamie Cassutt-Sanchez

**Members Excused:**

**Others Attending:**

Jesse Guillen, Legislative Liaison
Bradley Fluetsch, Cash and Investment Manager
Mary McCoy, Finance Department Director
Carolynn Roibal, Administrative Manager
Kyle Mason, Attendee
Julie Sanchez, Attendee
JoAnne Vigil Coppler, Attendee

## 3. APPROVAL OF AGENDA

**MOTION:** Councilor Romero-Wirth moved, seconded by Councilor Lindell, to approve the as amended.

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

**For:** Councilor Abeyta, Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt-Sanchez

**Against:** None

**Abstain:** None

Item C removed from agenda by Alexis Lotero.

## 4. APPROVAL OF CONSENT AGENDA

**MOTION:** Councilor Lindell moved, seconded by Councilor Cassutt-Sanchez, to approve the as amended. Items a, b, d, f, p pulled for discussion. Councilor Lindell requested she be added as a co-sponsor to item n.

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

**For:** Councilor Abeyta, Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt-Sanchez

**Against:** None

**Abstain:** None

5. **APPROVAL OF MINUTES**

a. Regular Finance Committee Minutes – March 1, 2021

**MOTION:** Councilor Lindell moved, seconded by Councilor Cassutt-Sanchez, to approve the as presented.

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

**For:** Councilor Abeyta, Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt-Sanchez

**Against:** None

**Abstain:** None

6. **ACTION ITEMS: CONSENT**

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

**MOTION:** Councilor Romero-Wirth moved, seconded by Councilor Lindell, to approve the resolution as presented on discussion.

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

**For:** Councilor Abeyta, Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt-Sanchez

**Against:** None

**Abstain:** None

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

**MOTION:** Councilor Lindell moved, seconded by Councilor Romero-Wirth, to approve the budget adjustment resolution (BAR) as presented on discussion.

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

**For:** Councilor Abeyta, Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt-Sanchez

**Against:** None

**Abstain:** None

c. Request for Approval to Replace and Purchase two (2) new units for the Public Utilities Department, Water Division, in the Total Amount of $85,484.85; Phil Long Ford via the Cooperative Education Services via the

Statewide Price Agreement. (Randy Lopez, Transmission and Distribution Supervisor, rjlopez@santafenm.gov, 955-4246)

**Committee Review:**

Public Works and Utilities Committee: 03/08/21
Finance Committee: 03/22/21
Governing Body: 03/31/21

Item c was removed from the agenda.

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

**MOTION:** Councilor Romero-Wirth moved, seconded by Councilor Lindell, to approve the purchase as presented on discussion.

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

**For:** Councilor Abeyta, Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt-Sanchez

**Against:** None

**Abstain:** None

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

**MOTION:** Councilor Lindell moved, seconded by Councilor Cassutt-Sanchez, to approve items e, g, h, i ,j ,k ,l m,n,o as presented on consent.

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

**For:** Councilor Abeyta, Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt-Sanchez

**Against:** None

**Abstain:** None

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

**MOTION:** Councilor Villarreal moved, seconded by Councilor Cassutt-Sanchez, to approve the contract as presented on discussion.

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

**For:** Councilor Abeyta, Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt-Sanchez

**Against:** None

**Abstain:** None

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

**MOTION:** Councilor Lindell moved, seconded by Councilor Cassutt-Sanchez, to approve items e, g, h, i ,j ,k ,l m,n,o as presented on consent.

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

**For:** Councilor Abeyta, Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt-Sanchez

**Against:** None

**Abstain:** None

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

**MOTION:** Councilor Lindell moved, seconded by Councilor Cassutt-Sanchez, to approve items e, g, h, i ,j ,k ,l m,n,o as presented on consent.

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

**For:** Councilor Abeyta, Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt-Sanchez

**Against:** None

**Abstain:** None

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

**MOTION:** Councilor Lindell moved, seconded by Councilor Cassutt-Sanchez, to approve items e, g, h, i ,j ,k ,l m,n,o as presented on consent.

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

**For:** Councilor Abeyta, Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt-Sanchez

**Against:** None

**Abstain:** None

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

**MOTION:** Councilor Lindell moved, seconded by Councilor Cassutt-Sanchez, to approve items e, g, h, i ,j ,k ,l m,n,o as presented on consent.

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

**For:** Councilor Abeyta, Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt-Sanchez

**Against:** None

**Abstain:** None

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

**MOTION:** Councilor Lindell moved, seconded by Councilor Cassutt-Sanchez, to approve items e, g, h, i ,j ,k ,l m,n,o as presented on consent.

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

**For:** Councilor Abeyta, Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt-Sanchez

**Against:** None

**Abstain:** None

l. 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

**MOTION:** Councilor Lindell moved, seconded by Councilor Cassutt-Sanchez, to approve items e, g, h, i ,j ,k ,l m,n,o as presented on consent.

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

**For:** Councilor Abeyta, Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt-Sanchez

**Against:** None

**Abstain:** None

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

**MOTION:** Councilor Lindell moved, seconded by Councilor Cassutt-Sanchez, to approve items e, g, h, i ,j ,k ,l m,n,o as presented on consent.

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

**For:** Councilor Abeyta, Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt-Sanchez

**Against:** None

**Abstain:** None

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

**MOTION:** Councilor Lindell moved, seconded by Councilor Cassutt-Sanchez, to approve items e, g, h, i ,j ,k ,l m,n,o as presented on consent.

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

**For:** Councilor Abeyta, Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt-Sanchez

**Against:** None

**Abstain:** None

o. Request for the Approval of an Amendment to Contract Item#20-0396 in the Total Amount of $57,579 for the Senior Volunteer Programs; State of New Mexico Aging and Long Term Services Department; (Gino Rinaldi, Division of Senior Services Director, earinaldi@santafenm.gov, 505-955-4710).

**Committee Review:**
Finance Committee Meeting: 3/22/2021
Quality of Life: 04/07/2021
Governing Body: 04/14/2021

**MOTION:** Councilor Lindell moved, seconded by Councilor Cassutt-Sanchez, to approve items e, g, h, i ,j ,k ,l m,n,o as presented on consent.

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

**For:** Councilor Abeyta, Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt-Sanchez

**Against:** None

**Abstain:** None

p. Request for the Approval of Contract Amendment No.1 for Professional Service Contracts to Change the Scope of Work for YouthWorks; (Julie Sanchez, Youth & Family Services Division Director: jjsanchez@santafenm.gov,505-955-6678)

**Committee Review**:
Finance Committee: 3/22/21
Quality of Life: 4/7/21
Governing Body: 4/14/21

**MOTION:** Councilor Lindell moved, seconded by Councilor Villarreal, to approve the contract amendment as presented on discussion.

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

**For:** Councilor Abeyta, Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt-Sanchez

**Against:** None

**Abstain:** None

7. **PRESENTATION**

a. FY21 Update (Dr. Reilly S. White, Erebor; Brad Fluetsch, Planning and Investment Officer, bjfluetsch@santafenm.gov, 955-6885; and Andy Hopkins, Principle Budget Analyst, ajhopkins@santafenm.gov, 955.6177)

FY 21 Finance and Economic Presentation.

8. **MATTERS FROM STAFF**

Mary McCoy, Finance Director Postponing Bond Update until April 5, 2021.

9. **MATTERS FROM THE COMMITTEE**

Councilor Romero-Wirth introduced two items: Resolution Establishing Work Plan for Affordable Housing Opportunities and an Ordinance Amending the Independent Salary Commission. Councilor Romero-Wirth also brought forth clarification around Amendment of the Joint Power Agreement LANL Communities.

10. **MATTERS FROM THE CHAIR**

11. **NEXT MEETING: Monday, April 5, 2021**

12. **ADJOURN**

Meeting adjourned 7:07 p.m.

Liaison

Chair

| | |
|---|---|
| Log # *{Finance use only}*: | |
| Batch # *{Finance use only}*: | |

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

| DEPARTMENT / DIVISION NAME | DATE |
|---|---|
| Public Works/Engineering Division | 02/15/2021 |

| ITEM DESCRIPTION | ORG | OBJECT | PROJECT | INCREASE | DECREASE |
|---|---|---|---|---|---|
| EXPENDITURES | | | | *{enter as positive #}* | *{enter as negative #}* |
| WIP Construction | 3309980 | 572970 | ST18330BJ | 750000 | |
| Transfer Out | 2320471 | 760330 | | 750000 | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| REVENUES | | | | *{enter as negative #}* | *{enter as positive #}* |
| Transfer In | 3309980 | 660232 | | -750000 | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | 0 | |

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

Acceptance of Arterial Impact Fees in the amount of $750,000 for Sandoval & Monte

| *{Complete section below if BAR results in a net change to ANY Fund}* | |
|---|---|
| Fund(s) Affected | Fund Balance Increase/(Decrease) |
| 232 | -750000 |
| | |
| | |
| | |
| **TOTAL:** | **0** |

Amanda Archuleta 03/10/2021
Prepared By *{print name}* Date

Javier Rosado
Javier Rosado (Mar 11, 2021 08:35 MST)
Division Director Signature *{optional}* Date

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 (Mar 16, 2021 09:28 MDT)
Budget Officer Date

Finance Director *{≤ $5,000}* Date

City Manager *{≤ $60,000}* Date

# City of Santa Fe, New Mexico

# memo

**DATE:** **January 15, 2021**

**TO:** **Capital Improvement Advisory Committee**

**VIA:** **Regina Wheeler, Public Works Department Director** RW
**Carlos Gemora; CIAC Staff Liaison, Senior Land Use Planner**

**FROM:** **Thomas M. Graham, AIA, ADA Coordinator / Project Administrator** TMG

**ITEM AND ACTION:**
**ALLOCATION OF IMPACT FEE FUNDS IN THE AMOUNT OF $750,000 FOR CONSTRUCTION OF CIP #868A – MONTEZUMA AVENUE AND SANDOVAL STREET INTERSECTION IMPROVEMENTS.**

**BACKGROUND & SUMMARY:**
The Montezuma Avenue and Sandoval Street intersection is experiencing significant pedestrian safety concerns as a result of the addition of the Judge Steve Herrera Judicial Complex to the Northeast corner of the intersection. In addition, it is expected that safety will only worsen as traffic increases in the area around this intersection. The improvements being designed at this intersection should improve the flow of traffic and pedestrian safety for the next 15 years (see Exhibits below). This project is identified as a priority in the City's Impact Fee Capital Improvement Plan 2021. To date; the project has received $100,000 in State Capital Appropriation funds. Contract #18-1375 for the New Mexico Department of Transportation Fund 89200 Agreement on the #853C Agua Fria & South Meadows Intersection Improvements project was executed on December 18, 2018 and expires on June 30, 2022. Currently, the 90% plans are anticipated to be completed on February 10, 2021and final construction drawings are scheduled for March 25, 2021. The funds will be required for construction management, bidding and construction of the project.

# City of Santa Fe, New Mexico

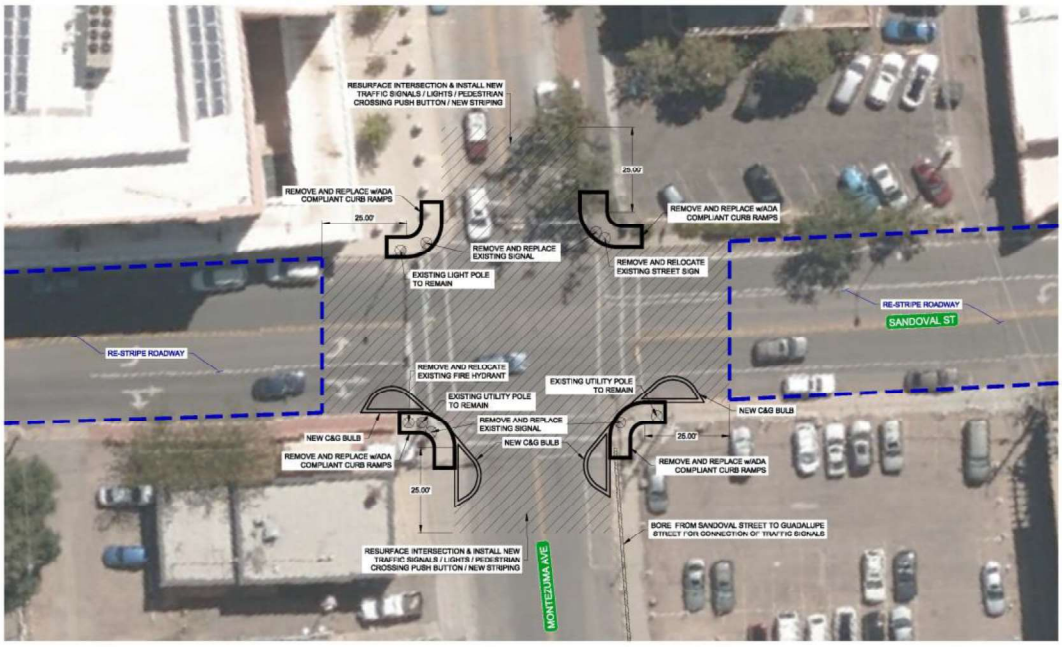
# memo




GRAPHIC SCALE

CITY OF SANTA FE
MONTEZUMA & SANDOVAL EXHIBIT (1 OF 2)

WILSON & COMPANY
414 N. MAIN ST
SUITE A
LAS CRUCES, NEW MEXICO
88001
PH (505) 345-4000
FAX (505) 345-4072
www.wilsonco.com




GRAPHIC SCALE

CITY OF SANTA FE
MONTEZUMA & SANDOVAL EXHIBIT (2 OF 2)

WILSON & COMPANY
414 N. MAIN ST
SUITE A
LAS CRUCES, NEW MEXICO
88001
PH (505) 345-4000
FAX (505) 345-4072
www.wilsonco.com



SS001.PM5 - 7/95

# BAR - IMPACT FEES (Sandoval & Montezuma Intersection)

Final Audit Report 2021-03-15

| | |
|---|---|
| Created: | 2021-03-11 |
| By: | Amanda Archuleta (ajarchuleta@ci.santa-fe.nm.us) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAGj3RkUfdfCpRVSSXr7WQ6tC7fLTAmD0L |

## "BAR - IMPACT FEES (Sandoval & Montezuma Intersection)" History

Document created by Amanda Archuleta (ajarchuleta@ci.santa-fe.nm.us)
2021-03-11 - 2:49:03 PM GMT- IP address: 63.232.20.2

Document emailed to Javier Rosado (jhrosado@santafenm.gov) for signature
2021-03-11 - 2:51:32 PM GMT

Email viewed by Javier Rosado (jhrosado@santafenm.gov)
2021-03-11 - 3:32:02 PM GMT- IP address: 104.47.64.254

Document e-signed by Javier Rosado (jhrosado@santafenm.gov)
Signature Date: 2021-03-11 - 3:35:31 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Regina Wheeler (rawheeler@ci.santa-fe.nm.us) for signature
2021-03-11 - 3:35:33 PM GMT

Email viewed by Regina Wheeler (rawheeler@ci.santa-fe.nm.us)
2021-03-15 - 4:03:17 AM GMT- IP address: 104.47.65.254

Document e-signed by Regina Wheeler (rawheeler@ci.santa-fe.nm.us)
Signature Date: 2021-03-15 - 4:03:47 AM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2021-03-15 - 4:03:47 AM GMT

# GB PWD BAR IMPACY FEES SANDOVAL & MONTEZUMA R-1

Final Audit Report 2021-03-16

| | |
|---|---|
| Created: | 2021-03-16 |
| By: | Jimmy Tapia (jptapia@ci.santa-fe.nm.us) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAALN48dy3PiWxuFH3f61-bF6VdPDF6HM9h |

## "GB PWD BAR IMPACY FEES SANDOVAL & MONTEZUMA R-1" History

Document created by Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
2021-03-16 - 2:27:17 PM GMT- IP address: 63.232.20.2

Document emailed to AJH (ajhopkins@santafenm.gov) for signature
2021-03-16 - 2:28:13 PM GMT

Email viewed by AJH (ajhopkins@santafenm.gov)
2021-03-16 - 3:27:17 PM GMT- IP address: 104.47.65.254

Document e-signed by AJH (ajhopkins@santafenm.gov)
Signature Date: 2021-03-16 - 3:28:42 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2021-03-16 - 3:28:42 PM GMT

# City of Santa Fe, New Mexico
## Memorandum

**DATE:** **February 23, 2021**

**TO:** **Alan Webber, Mayor and City Council**

**VIA:** **Mary McCoy, Finance Department Director**
**Fran Dunaway, Chief Procurement Officer**
**Kyra Ochoa, Community Health and Safety Department Acting Director** KO
**Julie Sanchez, Youth and Family Services Division Director** JJS

**FROM:** **Elizabeth Peterson, Children and Youth Program Manager** EP

**ITEM AND ISSUE:** Review and Approve: Contract amendment for Santa Fe Recovery for change to the scope of work. (Elizabeth Peterson, Children and Youth Program Manager, empeterson@santafenm.gov, (505)470-3186)

**No change to contract amount.**

**BACKGROUND AND SUMMARY:**

The Children and Youth Commission is one of the City of Santa Fe's oldest standing committees, which was formed by Resolution and then Ordinance to serve in an advisory capacity to the City Council concerning policy recommendations related to child development and youth issues. The founding Ordinance stipulates that the Committee shall make funding recommendations to the City Council from the Children and Youth Commission Fund to support nonprofit organizations that provide programs and/or services to children and youth throughout the City of Santa Fe.

The Commission in partnership with the County wishes to ensure that essential services, which include primary health care, access to basic material goods and services like food and shelter, mental health counseling and related crisis services, are available to our residents. This year and beyond, we also intend to more directly support the people in agencies who help Santa Feans navigate a complex, sometimes challenging system of care, and to strengthen that system by supporting agencies in tracking and collecting data to show the scope of our community need and our collective impact on that need.

The Santa Fe Recovery Center provides a greater range of service to children and young adults than what is captured in the current contractual language. An internal evaluation highlighted the original scope of service and current performance measures limited data reporting to children that are 0-3 years of age. A revision would provide a more realistic capture of services provided to children and young adults. The proposed revisions are as follows:

1. Amend Scope of Work from "providing navigation services to 60 unduplicated women and their children" to "providing navigation to 60 male and female children and/or parents 0-21 years of age."
2. Amend Performance Measures by removing the indicator of Pre K Enrollment from the Scope of Work and add Housing Instability and Alcohol and Other Substance Use indicators.

The Commission works cooperatively with the Community Services Department and Youth and Family Services Division staff throughout the year and advises on how to effectively plan, coordinate or support health and human issues in our community. The Commission has completed the process to review and recommend amending the Santa Fe Recovery Center contract scope of work.

**PROCUREMENT METHOD:**

On March 6, 2020, RFP#20/21/P was issued through the Purchasing Office with an amended receipt date of April 10, 2020.

The Commission reviewed each request individually based on the following variables: complete proposal packet, program summary; data collection; collaboration, fiscal and organizational stability.

The Contract was fully executed November 8, 2020.

**CONTRACT NUMBER:**
The Munis contract number is 3202198

**FUNDING SOURCE:**

The funding source is:
**Fund Name/Number**: Children and Youth Fund/Fund 256
**Munis Org Name/Number:** Children and Youth/2560122
**Munis Object Name/Number:** Grants and Services/510400

**ACTION REQUESTED:**
The Community Health and Safety Department and the Youth and Family Services Division respectfully request your review and approval.

**Signature:** Elizabeth Peterson
Elizabeth Peterson (Feb 24, 2021 12:29 MST)

**Email:** empeterson@santafenm.gov

**Signature:**
Julie Sanchez (Mar 1, 2021 08:14 MST)

**Email:** jjsanchez@santafenm.gov

Item#_____
Munis Contract#__3202198__

**CITY OF SANTA FE**
**AMENDMENT No. 1 TO**
**PROFESSIONAL SERVICES AGREEMENT**
Tier II Navigation Services
#20-0569

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated October 28, 2020 (the "Agreement"), between the City of Santa Fe (the "City") and **SANTA FE RECOVERY CENTER** (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 the Safety Net Services Delivery and Navigation Services.

B. Pursuant to Article 14 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 WORK.

1.) Article 2, of the agreement is amended to reflect a change in scope of services so that Article 2, reads in it's entirely as follows:

☒ Tier II: Safety Net Service Delivery and Navigation Services

| Funding Category/Goal Area | Indicators |
|---|---|
| ☐Early Childcare and Supplemental Education | ☐% 3-5 yr. old Pre K Enrollment<br>☐% Increase in 7 Pre-K Domains: NM Pre-K Observation Assessment; KOT<br>☐ High School Graduation Rate<br>☐Outside of school, I am involved in music, art, literature, sports, or a hobby<br>☐At my school, a teacher or other adult who believes I will be a success<br>☐Habitual Truancy |
| ☒Youth Wellness | ☐% Teen Pregnant with Prenatal Care in the First Trimester<br>☐Rate of Babies Born to Adolescents Per 1K (ages 15-17)<br>☐Skipped School because of Safety Concerns<br>☐% of Youth 19-21 Not in School or Working<br>☐Juvenile Arrests per 1K (ages 10-17)<br>☒Housing Instability Percentage<br><u>Mental Health</u><br>☐Youth Depression<br>☐Youth Attempted Suicide (9-12 grade)<br><u>Alcohol Use</u><br>☒Current Alcohol Use<br>☒Reported Binge Drinking (Past 30 Days)<br><u>Other Substance Use</u><br>☒ Current Use of Painkillers to get High<br>☒ Current Methamphetamine Use<br>☒ Current Heroin Use<br>☒Tried Marijuana for the First Time before age 13 |

2.) Article 2, Subparagraph A, Subsection 1 of the Agreement is amended to reflect a change in population served so Article 2, Subparagraph A, Subsection 1 reads in it's entirety as follows:

1) Navigation Services to City of Santa Fe residents.

a. Navigation services to 60 male and female children and/or parents 0-21 years of age x $666.66 per individual per FY.

2. AGREEMENT IN FULL FORCE.

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

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

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE:_____

CONTRACTOR:
Santa Fe Recovery Center

Sylvia Bank
NAME

Chief Executive Officer
TITLE

DATE: 2/16/21
CRS# 01-778794-00-7 Registration # 149637

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:
Marcos Martinez
Marcos Martinez (Feb 15, 2021 08:32 MST)
_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY MCCOY, FINANCE DIRECTOR

2560122.510400 AL
AL



Munis and obl code

CITY OF SANTA FE ITEM# 20-0569
PROFESSIONAL SERVICES CONTRACT
Tier II Navigation Services

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **SANTA FE RECOVERY CENTER** 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. **Definitions.**
   *a.* Safety Net Services: Social welfare services provided by state and local government and non-profit agencies. These services are geared toward eliminating or reducing potentially dangerous or life-threatening conditions of poverty.

   *b.* Navigation: the function of linking clients with essential health and community services. Navigation is performed by a navigator who coordinates care and services across siloed mental, behavioral, and physical health care delivery systems, leading to greater holistic and person-centered care. Navigation also assists individuals in overcoming barriers to care and increases their engagement and active participation in care.

   *c.* Warm hand off: A warm hand off is a referral conducted in person, between two members of a navigation team, in front of the client (and family if present).

   *d.* Health Insurance Portability and Accountability Act (HIPAA): HIPAA (Health Insurance Portability and Accountability Act of 1996) is United States legislation that provides data privacy and security provisions for safeguarding medical information. The HIPAA Privacy Rule applies to organizations that are considered HIPAA-covered entities, including health plans, healthcare clearinghouses and healthcare providers. In addition, the HIPAA Privacy Rule requires covered entities that work with a HIPAA business associate to produce a contract that imposes specific safeguards on the protected health information (PHI) that the business associate uses or discloses.

   *e.* Protected Health Information (PHI): The HIPAA Privacy Rule protects all individually identifiable health information that is held or transmitted by a covered entity or a business associate. This information can be held in any form, including digital, paper or oral. This individually identifiable health information is also known as PHI under the Privacy Rule. PHI includes:
      i. a patient's name, address, birth date and Social Security number;
      ii. an individual's physical or mental health condition;
      iii. any care provided to an individual; or

2. **Scope of Work.**

☒Tier II: Safety Net Services Delivery and Navigation Services

| Funding Category/Goal Area | Indicators |
|---|---|
| ☒ Early Childcare and Supplemental Education | ☒ % 3-5 yr. old Pre K Enrollment<br>☐% Increase in 7 Pre-K Domains: NM Pre-K Observation Assessment; KOT<br>☐ High School Graduation Rate<br>☐Outside of school, I am involved in music, art, literature, sports, or a hobby<br>☐At my school, a teacher or other adult who believes I will be a success<br>☐Habitual Truancy |
| ☐ Youth Wellness | ☐% Teen Pregnant with Prenatal Care in the First Trimester<br>☐Rate of Babies Born to Adolescents Per 1K (ages 15-17)<br>☐Skipped School because of Safety Concerns<br>☐% of Youth 19-21 Not in School or Working<br>☐Juvenile Arrests per 1K (ages 10-17)<br>☐Housing Instability Percentage<br><u>Mental Health</u><br>☐Youth Depression<br>☐Youth Attempted Suicide (9-12 grade)<br><u>Alcohol Use</u><br>☐Current Alcohol Use<br>☐Reported Binge Drinking (Past 30 Days)<br><u>Other Substance Use</u><br>☐Current Use of Painkillers to get High<br>☐Current Methamphetamine Use<br>☐Current Heroin Use<br>☐Tried Marijuana for the First Time before age 13 |

A. The Contractor shall perform the following work:

1) Navigation Services to City of Santa Fe residents.
    a. Navigation services to a minimum of 60 unduplicated women and their children x $666.66 per individual per fiscal year.

2) Ensure navigator is experienced and qualified and engages in continued educational opportunities on an annual basis to increase professional qualifications.

3) Assess clients' social needs, including safe and secure housing, nutritious food, reliable utilities and transportation, and access to health insurance, employment and education. Collect client demographic data, Emergency Room (ER) and jail use data if relevant, and data on those indicators pertinent for the population served, i.e. chronic disease, suicide, alcohol, drug abuse, and access to healthy food.

4) Deliver navigation services tailored to the individual's priorities that are culturally relevant and based on a team approach of service delivery that reflects cross-agency collaboration. This includes:

    a. Development of a navigation plan with the individual that sets appropriate goals, such as addressing safe and secure housing, food, utilities and transportation, health system enrollment, access and navigation, education and literacy, preventive care and treatment, chronic disease management, and effective social and community referrals.

    b. Identification of community and social resources tailored to the individual's needs and interaction with a network/team to address priorities of the navigation plan, develop sustainable relationships with community resources, and provide and document a "warm hand-off." Referrals will be considered complete if a sustained relationship has been verified by the individual and service provider and documented by the navigator.

5) Use an agreed-upon IT system to be determined by the City of Santa Fe's Community Services Department and the Children and Youth Commission. This includes participation in data sharing with other community and social organizations on activities related to navigation plans with consent of the clients served and requires MOUs/BAA's with community partners, to be negotiated with the assistance of the City of Santa. Share aggregate and non-medical client data with other City of Santa Fe and Santa Fe County-funded partners.

6) Provide Program Manager or other appointed City staff with quarterly data on performance measures, outcomes of navigation, demographics, and number of clients served.

7) Survey individuals served annually to assess their continued engagement with needed resources and satisfaction with service delivery and/or Tier II navigation services.

8) Ensure navigators receive training on HIPAA standards and adhere to all HIPAA policies and requirements.

9) Ensure as appropriate that clients served are representative of historically unserved communities e.g. American Indian/Alaska Native, Hispanic, and African American/Black with a priority on serving low to very low income households.

B. *Performance Measures.*

Contractor shall substantially perform the following:

1) # women with children 0-18 who receive residential drug/alcohol treatment.
2) # of direct services/activities provided to women and children age 0-18 .
3) % staff with training/certification.
4) # clients off of alcohol at discharge and 6 months post discharge.
5) % women with children 0-18 who are in stable housing.
6) % of women with children 0-18 who are working.
7) Average time from inquiry to first appointment.
8) % clients who found the program helpful.

C. *Deliverables:*

1) Annual report and mid-year report documenting outcomes of referrals, including a year-end summary of City grant related expenses plus additional material as requested by the Children and Youth Commission or City of Santa Fe Community Services Department/Youth and Family Services Division.

2) The receipt of the deliverables contemplated under this Agreement shall assist the City and Children and Youth Commission in obtaining its goal(s) as set forth in its Strategic Plan.

**2. Compensation.**

***The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rates listed below:***

| *FY* | *Tier* | *Rate* | *Amount not to be exceeded each year* |
|---|---|---|---|
| *A. FY21* | *II* | *$666.66 per navigation client x 60* | *$40,000* |
| *B. FY22* | *II* | *$666.66 per navigation client x 60* | *$40,000* |
| *C. FY23* | *II* | *$666.66 per navigation client x 60* | *$40,000* |
| *The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed one hundred twenty thousand dollars ($120,000).* | | | |

D. Payment in FY21, FY22 and FY23 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 fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.)

E. 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 30th 2023** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

**4. Termination.**

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date

of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of 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. Non-Collusion.**

In signing this Agreement, the Vendor/Contractor certifies the Vendor/Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City.

**10. 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.

**11. 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.

**12. 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.

**13. 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.

**14. 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.

**15. 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.

**16. 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.

**17. 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.

**18. 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.

**19. 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.

**20. 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.

**21. Other Insurance**

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

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

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

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

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.

**22. Records and Financial Audit.**

The City or city contractor shall have the right, at reasonable times and at a site designated by the City, to audit financial expenditures of City grant funding, documents, files and records of the Contractor to the extent that the finances, documents, files and records related to costs or accuracy of reimbursement for outcome or deliverable. The Contractor shall give full and free access to all records to the City and/or their authorized representative. The Contractor shall maintain detailed records that indicate the date, 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. If offering Navigation Services, records must indicate that the City is the sole payor per client billed for. 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.

**23. Indemnification.**

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

**24. New Mexico Tort Claims Act**

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

**25. 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.

**26. 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.

27. **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: [Julie Sanchez, Program Manager, 500 Market Station Suite 200, jjsanchez@ci.santa-fe.nm.us].

To the Contractor: [Sylvia Barela, 5312 Jaguar Drive, Santa Fe, Nm 87507. sbarela@sfrecovery.org]

28. **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.

29. **Site Visits.**

At any time during the contract period the director or designee of the COMMUNITY SERVICES DEPARTMENT may perform a site visit to contracted sites to review programming and meet with participants. Members of the oversight body will be informed and invited to participate, this may include community partners and program co-funders.

30. **Reporting.**

Grantees shall submit one annual and one mi-year reports on the programmatic accomplishments made toward the goals of the grant agreement. Reports are due to the YOUTH AND FAMILY SERVICES DIVISION or COMMUNITY SERVICES DEPARTMENT Program Manager. Reports shall include the following:

A. Total Amount of funds received, Amount of funds received that were expended for programs; Number of adults served in the current quarter (if not already included in reporting template); reporting template with attachments or reporting as requested by DIVISION, DEPARTMENT or the COMMISSION.

| B. | **Fiscal Year Quarters:** | **Reports Due:** |
|---|---|---|
| | Mid-Year Report: July-December | January 15th |
| | Final Report: January-June | July 5th |

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 M. WEBBER
MAYOR

DATE: Nov 8, 2020

CONTRACTOR:
SANTA FE RECOVERY CENTER

NAME: Sylvia Barela
TITLE: Chief Executive Officer

DATE: 9/22/20

CRS # 01 778 794-00-7
REGISTRATION# 19- 1149637

ATTEST:

YOLANDA Y. VIGIL
CITY CLERK

GB MTG 10/28/2020 GC
GC

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Sep 21, 2020 16:28 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY T. MCCOY
FINANCE DIRECTOR

2560122.510400
Munis Org. and Obj. Code

SANTA FE
Recovery Center
THE PATH TO RECOVERY

5312 Jaguar Drive • Santa Fe, NM 87507 • PHONE: 505-471-4985 • FAX: 505-471-6084 •
www.sfrecovery.org

January 14, 2021

Elizabeth Peterson, Program Manager
City of Santa Fe Youth and Family Services Division
500 Market Station Suite 200
Santa Fe, NM 87501

Dear Ms. Peterson,

Thank you for the time you have spent working with our staff to discuss the Performance Measures that directly reflect the cadre of services we are providing to our clients' children age 0-21 through the City of Santa Fe's Tier II: Safety Net Services Delivery and Navigation Services grant award. We greatly appreciate this grant award and the opportunity to enhance the services we provide to some of our City's most vulnerable families.

Based on our discussions with you and the City's evaluation team, we would like to request permission to amend the Performance Measures/Indicators identified in our original Scope of Work. Although, we serve children age 0-3 who are accompanying their mother's into residential substance use disorder treatment, we are actually providing Navigation Services to a wider population of youth.

Therefore, we are requesting permission to amend our indicators from "serving 60 Early Childcare and Supplemental Education: 3-5 yr. old Pre K Enrollment" to "serving 60 male and female children and/or parents age 0-21." Furthermore, we would like to remove the indicator of Pre K Enrollment from our Scope of Work and add Housing Instability and Alcohol and Other Substance Use.

We greatly appreciate the City's flexibility in working with us as we expand our abilities to serve our client's children and youth. Thank you for your consideration and please let me know if you have any questions regarding our request or if I may be of any assistance to you.

Sincerely,

S Barela

Sylvia Barela
Chief Executive Officer

cc: Julie Sanchez, City of Santa Fe Youth and Family Services Division Director
Arianna Trott, Aspen Solutions
Natalie Skogerboe, Aspen Solutions

# CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: SANTA FE RECOVERY CENTER

Procurement Title: RFP 20/21/P

Procurement Method: State Price Agreement ☐ *Cooperative* ☐ *Sole Source* ☐ *Other* ☐ _____

*Exempt* ☐ *Request For Proposal* (RFP) ☒ *Invitation To Bid (ITB)* ☐ *Contract under 60K* ☐ *Contract over 60K* ☐

Department Requesting: Community Health and Safety Department Staff Name Elizabeth Peterson

**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: _____ |

Elizabeth Peterson | Children and Youth Program Manager | 2/15/2021

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

Fran Dunaway

Fran Dunaway (Mar 10, 2021 09:51 MST)

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

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

*

# City of Santa Fe

## Real Estate Summary of Contracts, Agreements, Amendments & Leases

**Section to be completed by department**

1. Munis Contract # **32002198**

Contractor: **Santa Fe Recovery Center**

Description: **Children and Youth Commission funded youth services**

Contract [◉] Agreement [○] Lease / Rent [○] Amendment [○]

Term Start Date: **July 1, 2020** Term End Date: **June 30, 2023**

[☑] Approved by Council Date: **10/28/2020**

**Contract / Lease:** **CYC funded youth services**

Amendment # **1** to the Original Contract / Lease # **20-0569**

Increase/(Decrease) Amount $ **n/a**

Extend Termination Date to: **n/a**

[☐] Approved by Council Date:

**Amendment is for:**

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

**Revise scope of work**

3. **Procurement History:** **RFP 20/21/P**

Fran Dunaway (Mar 10, 2021 09:51 MST)

Purchasing Officer Review: Mar 10, 2021 Date:

Comment & Exceptions: RFP #20/21/P CITY CY&F Amendment 1 SOW and increase -EXP: 6/30/23

4. **Funding Source:** **Children and Youth Fund** **Org / Object:** **2560122.510400**

Alexis Lotero (Mar 10, 2021 09:39 MST)

Budget Officer Approval: Mar 10, 2021 Date:

Comment & Exceptions:

**Staff Contact who completed this form:** **Elizabeth Peterson** Phone # **(505) 470-3186**

Email: **empeterson@santafenm.gov**

**To be recorded by City Clerk:**

Clerk #

Date of Execution:

# City of Santa Fe

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

## BUSINESS REGISTRATION

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

**Business Location:** 5312 JAGUAR DR
SANTA FE , NM 87507

**CRS Number:** 01-778794-00-7

**Owner:** SYLVIA BARELA

**License Number:** 149637

**License Type:** Business License - Renewable

**Issued Date:** January 05, 2021

**Classification:** Business Registration - Standard

**Expiration Date:** January 05, 2022

**Fees Paid:** $35.00

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

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

Cert ID 31563

# EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY) 02/18/2021

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

| AGENCY | PHONE (A/C, No, Ext): (505) 982-4302 | COMPANY |
|---|---|---|
| Daniels Insurance, Inc.-Santa Fe<br>PO Box 4550<br><br>Santa Fe NM 87502-4550 | FAX (A/C, No):<br>E-MAIL ADDRESS:<br>CODE: SFE<br>SUB CODE:<br>AGENCY CUSTOMER ID #: 25840 | VantaPro Specialty Insurance<br>945 East Paces Ferry Road<br>Atlanta GA 30326 |

| INSURED | LOAN NUMBER | POLICY NUMBER |
|---|---|---|
| Santa Fe Recovery Center Inc<br><br>5312 Jaguar Drive<br><br>Santa Fe NM 87507 | | 5088-1224-00 |

| EFFECTIVE DATE | EXPIRATION DATE | CONTINUED UNTIL TERMINATED IF CHECKED |
|---|---|---|
| 08/31/2020 | 08/31/2021 | ☐ |

THIS REPLACES PRIOR EVIDENCE DATED:

## PROPERTY INFORMATION

LOCATION/DESCRIPTION

[1] Loc: 1 Bldg: 1 4100 Lucia Lane, Santa Fe, NM
[2] Loc: 1 Bldg: 2 4100 Lucia Lane, Santa Fe, NM
[3] Loc: 1 Bldg: 3 4100 Lucia Lane Santa Fe, NM
[4] Loc: 2 Bldg: 1 4090 Lucia Lane, Santa Fe, nm
[6] Loc: 4 Bldg: 1 1658 Calle Sotero, Santa Fe, NM
[7] Loc: 5 Bldg: 1 2052 Galisteo St., Santa Fe, NM

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 EVIDENCE OF PROPERTY INSURANCE 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.

## COVERAGE INFORMATION

PERILS INSURED ☐ BASIC ☐ BROAD ☒ SPECIAL ☐

| COVERAGE / PERILS / FORMS | AMOUNT OF INSURANCE | DEDUCTIBLE |
|---|---|---|
| Comm.Prop -Loc: 1 Bldg: 1 Building - Val: RC - Coins: 90% - COL: Special | 1,450,000 | 1,000 |
| Comm.Prop -Loc: 1 Bldg: 1 Business Persl Prop - Val: RC - Coins: 90% - COL Special | 70,000 | 1,000 |
| Comm.Prop -Loc: 1 Bldg: 2 Building - Val: RC - Coins: 90% - COL: Special | 70,000 | 1,000 |
| Comm.Prop -Loc: 1 Bldg: 3 Building - Val: RC - Coins: 90% - COL: Special | 550,000 | 1,000 |
| Comm.Prop -Loc: 1 Bldg: 3 Business Persl Prop - Val: RC - Coins: 90% - COL: Special | 20,000 | 1,000 |
| Comm.Prop -Loc: 2 Bldg: 1 Building - Val: RC - Coins: 90% - COL: Special | 311,000 | 1,000 |
| Comm.Prop -Loc: 2 Bldg: 1 Business Persl Prop - Val: RC - COL: Special | 15,000 | 1,000 |
| Comm.Prop -Loc: 4 Bldg: 1 Business Persl Prop - Val: RC - Coins: 90% - COL: Special | 25,000 | 1,000 |
| Comm.Prop -Loc: 5 Bldg: 1 Business Persl Prop - Val: RC - Coins: 90% - COL: Special | 20,000 | 1,000 |
| Comm.Prop -Loc: 6 Bldg: 1 Building - Val: RC - Coins: 90% - COL: Special | 1,370,000 | 1,000 |
| Comm.Prop -Loc: 6 Bldg: 1 Business Persl Prop - Val: RC - Coins: 90% - COL: Special | 100,000 | 1,000 |
| Comm.Prop -Loc: 7 Bldg: 1 Business Persl Prop - Val: RC - Coins: 90% - COL: Special | 10,000 | 1,000 |

## REMARKS (Including Special Conditions)

## 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.

## ADDITIONAL INTEREST

| NAME AND ADDRESS | | | | | |
|---|---|---|---|---|---|
| Santa Fe Recovery Center Inc<br><br>5312 Jaguar Drive<br><br>Santa Fe NM 87507 | ☐ ADDITIONAL INSURED | ☐ LENDER'S LOSS PAYABLE | ☐ LOSS PAYEE | ☐ MORTGAGEE | ☒ Certificate Holder |

LOAN #

AUTHORIZED REPRESENTATIVE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# LOCATION/PROPERTY DESCRIPTION OVERFLOW

| DATE (MM/DD/YYYY) |
|---|
| 02/18/2021 |

| PRODUCER | | INSURED |
|---|---|---|
| Daniels Insurance, Inc.-Santa Fe<br>PO Box 4550<br><br>Santa Fe NM 87502-4550 | | Santa Fe Recovery Center Inc<br><br>5312 Jaguar Drive<br><br>Santa Fe NM 87507 |
| PHONE (A/C, No, Ext):<br>(505) 982-4302 | FAX | POLICY NUMBER<br>5088-1224-00 |

**LOCATION/PROPERTY DESCRIPTION (CONTINUED)**

[8] Loc: 6 Bldg: 1 5312 Jaguar Drive Santa Fe, NM
[9] Loc: 7 Bldg: 1 1503 Kachina Ridge Drive, Santa Fe, NM
[10] Loc: 8 Bldg: 1 1600 St. Michaels Dr. Bldg.12 Un 6B1-6B2
[11] Loc: 11 Bldg: 1 995 Practilliano Drive
[12] Loc: 12 Bldg: 1 1302 Calle De La Merced (Ste A&B)
[13] Loc: 13 Bldg: 1 2105 Hasler Valley Rd

# COVERAGE INFORMATION OVERFLOW

DATE (MM/DD/YYYY): 02/18/2021

| PRODUCER | INSURED |
|---|---|
| Daniels Insurance, Inc.-Santa Fe<br>PO Box 4550<br><br>Santa Fe NM 87502-4550 | Santa Fe Recovery Center Inc<br><br>5312 Jaguar Drive<br><br>Santa Fe NM 87507 |
| PHONE (A/C, No, Ext): (505) 982-4302 / FAX | POLICY NUMBER: 5088-1224-00 |

**COVERAGE INFORMATION (CONTINUED)**

| COVERAGE / PERILS /FORMS | AMOUNT OF INSURANCE | DEDUCTIBLE |
|---|---|---|
| Comm.Prop -Loc: 8 Bldg: 1 Business Persl Prop - Val: RC - Coins: 90% - COL: Special | 30,000 | 1,000 |
| Comm.Prop -Loc: 11 Bldg: 1 Business Persl Prop - Val: RC Coins:90% - COL: Special | 25,000 | 1,000 |
| Comm.Prop -Loc: 12 Bldg: 1 Business Persl Prop - Val: RC Coins:90% - COL: Special | 25,000 | 1,000 |
| Comm.Prop -Loc: 13 Bldg: 1 Business Persl Prop - Val: RC Coins:90% - COL: Special | 210,000 | 1,000 |

**Signature:** Kyra Ochoa (Mar 9, 2021 12:24 CST)

**Email:** krochoa@santafenm.gov

# GB COMMUNITY HEALTH AND SAFETY SF RECOVERY AMENDMENT.

Final Audit Report 2021-03-09

| | |
|---|---|
| Created: | 2021-03-09 |
| By: | Victor Vigil (vjvigil@ci.santa-fe.nm.us) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAA53XipMv_KaDeA4CInE4N1qQwQG8Ib-bs |

## "GB COMMUNITY HEALTH AND SAFETY SF RECOVERY AM ENDMENT." History

Document created by Victor Vigil (vjvigil@ci.santa-fe.nm.us)
2021-03-09 - 5:46:17 PM GMT- IP address: 63.232.20.2

Document emailed to Kyra Ochoa (krochoa@santafenm.gov) for signature
2021-03-09 - 5:47:15 PM GMT

Email viewed by Kyra Ochoa (krochoa@santafenm.gov)
2021-03-09 - 5:50:25 PM GMT- IP address: 174.219.147.116

Document e-signed by Kyra Ochoa (krochoa@santafenm.gov)
Signature Date: 2021-03-09 - 6:24:42 PM GMT - Time Source: server- IP address: 174.219.134.122

Agreement completed.
2021-03-09 - 6:24:42 PM GMT

# GB COMM HEALTH AND SAFETY SF RECOVERY AMENDMENT

Final Audit Report 2021-03-10

| | |
|---|---|
| Created: | 2021-03-10 |
| By: | Jimmy Tapia (jptapia@ci.santa-fe.nm.us) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAIGDJgzdSn-vER9ephjDvuAcpBHR_NxS7 |

## "GB COMM HEALTH AND SAFETY SF RECOVERY AMENDMENT" History

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2021-03-10 - 3:32:27 PM GMT

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Document e-signed by Alexis Lotero (aclotero@santafenm.gov)
Signature Date: 2021-03-10 - 4:39:17 PM GMT - Time Source: server- IP address: 63.232.20.2

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# City of Santa Fe, New Mexico
## Memorandum

**DATE:** **March 23, 2021**

**TO:** **Governing Body**
**Finance Committee**

**VIA:** **Jarel LaPan Hill, City Manager**
**Mary McCoy, Finance Department Director**
**Fran Dunaway, Chief Procurement Officer**

**FROM:** **Yodel M. Catanach, Contracts Supervisor** YMC 3/23/21

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**ITEM AND ISSUE:**

Request for the Approval of National Cooperative Purchasing Alliance also known as NCPA Cooperative Master Agreement to add another Procurement Method Citywide. (Yodel Catanach, Contracts Supervisor, yocatanach@santafenm.gov, (505) 955-6435.)

**BACKGROUND AND SUMMARY:**

National Cooperative Purchasing Alliance (NCPA) currently has about 300 cooperative agreements and all solicitations are advertised nationwide a minimum of 30 days in USA Today and NCPA website www.NCPA.us . NCPA contracts are available to use to over 90,000 agencies nationwide including government entities, non-profit organizations, and healthcare facilities. The City currently has four (4) Cooperative Master Agreements (Sourcewell, Cooperative Educational Services (CES) , HGAC Buy Cooperative, and FireResue GPO Cooperative) by approving NCPA, this will allow City Departments to utilize hundreds of NCPA Contracts as their procurement method. Attached is the current contract list we will have access to for goods and services.

**ACTION REQUESTED:**

Finance Department respectfully requests your review and approval to allow Departments Citywide to utilize NCPA as another procurement method.

| Contract # | Awarded Vendor | Contract Name | Expiration | Category | Contact |
|---|---|---|---|---|---|
| 11-42 | 22nd Century Technologie | Staffing Services and Related Solutions | 7/31/2023 | Office & School | http://www.ncpa.us/Vendors/22nd%20Century#4 |
| 02-39 | 84 Lumber | Building Materials and Services | 8/31/2021 | Facilities | http://www.ncpa.us/Vendors/84%20Lumber#4 |
| 07-15 | 9to5 Seating | Furniture | 10/31/2021 | Furniture | http://www.ncpa.us/Vendors/9to5%20Seating#4 |
| 02-64 | ABM | High Performance Building Consulting and Utility Management Solutions, S | 3/31/2022 | Facilities | http://www.ncpa.us/Vendors/ABM#4 |
| 02-73 | ACCO | HVAC Equipment, Installation, Service, & Related Products - Supplemental | 11/30/2021 | Facilities | http://www.ncpa.us/Vendors/ACCO%20Engineered%20Systems#4 |
| 02-47 | Accruent | Facilities and Asset Management Information Systems | 11/30/2021 | Facilities | http://ncpa.us/Vendors/Accruent#4 |
| 12-14 | ADANI Systems | Security Solutions Products and Services | 12/31/2021 | Security | http://ncpa.us/Vendors/Adani#4 |
| 02-50 | AET Environmental | Hazardous Waste Management Solutions and Related Services | 5/31/2022 | Facilities | http://www.ncpa.us/Vendors/AET%20Environmental#4 |
| 02-94 | Aggreko | Generators and Related Equipment for Service Rental and Leasing | 12/31/2023 | Facilities | http://www.ncpa.us/Vendors/Aggreko#5 |
| 07-16 | AIS | Furniture | 10/31/2021 | Furniture | http://www.ncpa.us/Vendors/AIS#4 |
| 01-90 | Alertus | Digital Media Management & Mass Notification | 3/31/2022 | Technology | http://www.ncpa.us/Vendors/Alertus#4 |
| 01-113 | Alight Solutions | Software and SaaS Solutions | 12/31/2023 | Technology | http://www.ncpa.us/Vendors/Alight%20Solutions#4 |
| 08-15 | All-American Arena Produ | Ice Arena Supplies and Equipment | 5/31/2022 | Athletics | http://www.ncpa.us/Vendors/All-American%20Arena%20Products#4 |
| 07-39 | Allsteel | Furniture | 10/31/2021 | Furniture | http://www.ncpa.us/Vendors/Allsteel#4 |
| 11-48 | Ameresco | Energy Management Consulation and Related Services | 12/31/2023 | Office & School | http://www.ncpa.us/Vendors/Ameresco#4 |
| 11-46 | AMG Payment Solutions | Merchant Processing Services | 8/31/2023 | Office & School | http://www.ncpa.us/Vendors/AMG%20Payment%20Solutions#4 |
| 07-17 | AmTab | Furniture | 10/31/2021 | Furniture | http://www.ncpa.us/Vendors/AmTab#4 |
| 11-18 | AOPD | Office Supplies and Services | 5/31/2023 | Office & School | http://www.ncpa.us/Vendors/AOPD#4 |
| 07-18 | Arcadia Chair Company | Furniture | 10/31/2021 | Furniture | http://www.ncpa.us/Vendors/Arcadia%20Chair%20Company#4 |
| 05-21 | ARI Phoenix | Heavy-Duty Transportation Maintenance Equipment Solutions | 5/31/2022 | Transportation | http://www.ncpa.us/Vendors/ARI%20Phoenix#4 |
| 07-19 | Artopex | Furniture | 10/31/2021 | Furniture | http://www.ncpa.us/Vendors/Artopex#4 |
| 01-101 | Aspire HR | Cloud Administrative Solutions | 11/30/2022 | Technology | http://www.ncpa.us/Vendors/Aspire%20HR#4 |
| 08-18 | ATC | Athletic Surfacing & Asphalt Maintenance | 8/31/2021 | Athletics | http://www.ncpa.us/Vendors/ATC%20CORP#4 |
| 11-54 | Avaap | Business and IT Consulting and Advisory Services | 12/31/2023 | Office & School | http://www.ncpa.us/Vendors/Avaap#4 |
| 01-114 | Avaya | Software and SaaS Solutions | 12/31/2023 | Technology | http://www.ncpa.us/Vendors/Avaya#4 |
| 07-20 | Berco | Furniture | 10/31/2021 | Furniture | http://www.ncpa.us/Vendors/Berco#4 |
| 11-55 | BerryDunn | Business and IT Consulting and Advisory Services | 12/31/2023 | Office & School | http://www.ncpa.us/Vendors/BerryDunn#4 |
| 01-40 | Best Buy | Technology Solutions | 10/31/2021 | Technology | http://www.ncpa.us/Vendors/Best%20Buy#4 |
| 01-91 | Black Box | Digital Media Management & Mass Notification | 3/31/2022 | Technology | http://www.ncpa.us/Vendors/Black%20Box#4 |
| 01-92 | Blackboard | Digital Media Management & Mass Notification | 3/31/2022 | Technology | http://www.ncpa.us/Vendors/Blackboard#5 |
| 02-95 | Bonitz | Regional Flooring & Outdoor Surfaces Solutions | 12/31/2021 | Facilities | http://ncpa.us/Vendors/Bonitz#5 |
| 02-46 | BOXX Modular | Modular & Pre-Engineered Buildings | 8/31/2021 | Facilities | http://www.ncpa.us/Vendors/BOXX%20Modular#4 |
| 07-21 | Bretford | Furniture | 10/31/2021 | Furniture | http://www.ncpa.us/Vendors/Bretford#4 |
| 05-46 | Brighton Cromwell | Heavy Equipment, Diesel Truck, Bus Parts and Related Goods and Services | 12/31/2023 | Transportation | http://www.ncpa.us/Vendors/Brighton%20Cromwell#4 |
| 02-106 | Bush Hog | Turf and Grounds Maintenance Equipment, Parts, Accessories, Supplies, Re | 12/31/2023 | Facilities | http://www.ncpa.us/Vendors/Bush%20Hog#4 |
| 11-21 | Businessolver | Administrative Management Solutions | 12/31/2022 | Office & School | http://www.ncpa.us/Vendors/Businessolver#5 |
| 01-111 | Cambium Networks | Wireless Solutions | 12/31/2023 | Technology | http://www.ncpa.us/Vendors/Cambium%20Networks#4 |
| 08-19 | Cape and Island Tennis & T | Athletic Surfacing & Asphalt Maintenance | 8/31/2021 | Athletics | http://www.ncpa.us/Vendors/Cape%20and%20Island#4 |

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| 01-86 | Carahsoft | Software Products and Services | 11/30/2021 | Technology | http://www.ncpa.us/Vendors/Carahsoft#5 |
| 01-105 | CatchOn | Software Products, Services and Training | 7/31/2023 | Technology | http://www.ncpa.us/Vendors/CatchOn#4 |
| 01-41 | CDI Computer Dealers | Technology Solutions | 10/31/2021 | Technology | http://www.ncpa.us/Vendors/CDI%20Technologies#4 |
| 11-49 | Choice Energy Manageme | Energy Management Consulation and Related Services | 12/31/2023 | Office & School | http://www.ncpa.us/Vendors/Choice%20Energy%20Management#4 |
| 11-56 | Ciber Global | Business and IT Consulting and Advisory Services | 12/31/2023 | Office & School | http://www.ncpa.us/Vendors/Ciber%20Global#4 |
| 07-22 | Clarus Glassboards | Furniture | 10/31/2021 | Furniture | http://www.ncpa.us/Vendors/Clarus%20Glassboards#4 |
| 02-86 | Climatec | HVAC Equipment, Installation, Service, & Related Products | 8/31/2021 | Facilities | http://www.ncpa.us/Vendors/Climatec#6 |
| 11-43 | COGENT Infotech | Staffing Services and Related Solutions | 7/31/2023 | Office & School | http://www.ncpa.us/Vendors/COGENT#4 |
| 11-31 | Collaborative Classroom | Instructional and Educational Resources | 8/31/2021 | Office & School | http://www.ncpa.us/Vendors/Collaborative%20Classroom#4 |
| 11-57 | Collaborative Solutions | Business and IT Consulting and Advisory Services | 12/31/2023 | Office & School | http://www.ncpa.us/Vendors/Collaborative%20Solutions#4 |
| 05-35 | Columbia Vehicle Group | Golf Cars, Utility Vehicles and Maintenance Vehicles | 7/31/2022 | Transportation | http://www.ncpa.us/Vendors/Columbia%20Vehicle%20Group#3 |
| 01-98 | Comcast | Telecommunication Services | 7/31/2022 | Technology | http://www.ncpa.us/Vendors/Comcast%20Business#4 |
| 01-107 | CompuNet | Audio/Visual Products and Services | 12/31/2023 | Technology | http://www.ncpa.us/Vendors/CompuNet#4 |
| 01-44 | Connection | Technology Solutions | 10/31/2021 | Technology | http://ncpa.us/Vendors/Connection#4 |
| 12-15 | Convergint Technologies | Security Solutions Products and Services | 12/31/2021 | Security | http://ncpa.us/Vendors/Convergint%20Technologies#4 |
| 02-87 | Coolsys | HVAC Equipment, Installation, Service, & Related Products | 8/31/2021 | Facilities | http://www.ncpa.us/Vendors/Coolsys#4 |
| 04-20 | CORE Construction | Job Order Contracting Services (AZ) | 7/31/2021 | Construction | http://www.ncpa.us/Vendors/CORE%20Construction#7 |
| 04-13 | CORE Construction | Job Order Contracting | 11/30/2021 | Construction | http://www.ncpa.us/Vendors/CORE%20Construction#7 |
| 04-07 | CORE Construction | Alternative Procurement Delivery Methods (APDM) for General Contractin | 3/31/2022 | Construction | http://www.ncpa.us/Vendors/CORE%20Construction#7 |
| 04-10 | CORE Construction | Alternative Procurement Delivery Methods for General Contracting Service | 4/30/2022 | Construction | http://www.ncpa.us/Vendors/CORE%20Construction#7 |
| 02-44 | CS Group | HVAC Equipment, Installation, Service, & Related Products (Supplement) | 8/31/2021 | Facilities | http://www.ncpa.us/Vendors/CS%20Group#4 |
| 02-88 | Cullum | HVAC Equipment, Installation, Service, & Related Products | 8/31/2021 | Facilities | http://www.ncpa.us/Vendors/Cullum#4 |
| 03-06 | Daniel B. Stephens & Asso | Environmental Services | 3/31/2022 | Environmental | http://www.ncpa.us/Vendors/Daniel%20B.%20Stephens%20and%20A |
| 07-23 | Darran Furniture | Furniture | 10/31/2021 | Furniture | http://www.ncpa.us/Vendors/DARRAN%20Furniture#4 |
| 07-50 | Dauphin | Furniture, Supplemental | 9/30/2021 | Furniture | http://www.ncpa.us/Vendors/Dauphin#4 |
| 07-51 | Davis | Furniture, Supplemental | 9/30/2021 | Furniture | http://www.ncpa.us/Vendors/Davis#4 |
| 01-42 | Dell | Technology Solutions | 10/31/2021 | Technology | http://www.ncpa.us/Vendors/Dell#4 |
| 07-24 | Demco | Furniture | 10/31/2021 | Furniture | http://www.ncpa.us/Vendors/DEMCO#4 |
| 09-07 | Dental Health Products | Dental Equipment and Supplies | 8/31/2021 | Medical | http://www.ncpa.us/Vendors/Dental%20Health%20Products#5 |
| 11-32 | Discount School Supply | Instructional and Educational Resources | 8/31/2021 | Office & School | http://ncpa.us/Vendors/Discount%20School%20Supply#4 |
| 02-52 | DKI | Disaster Recovery and Risk Solutions Restoration of Operation Services | 9/30/2021 | Facilities | http://www.ncpa.us/Vendors/DKI%20Services#4 |
| 01-74 | DLT | Systems and Information Management Software | 9/30/2021 | Technology | http://www.ncpa.us/Vendors/DLT%20Solutions#6 |
| 01-81 | DLT | Data Storage, Cloud, Converged and Data Protection | 11/30/2021 | Technology | http://www.ncpa.us/Vendors/DLT%20Solutions#6 |
| 01-87 | DLT | Software Products and Services | 11/30/2021 | Technology | http://www.ncpa.us/Vendors/DLT%20Solutions#6 |
| 01-75 | EC America | Systems and Information Management Software | 9/30/2021 | Technology | http://www.ncpa.us/Vendors/EC%20America#6 |
| 01-83 | EC America | Data Storage, Cloud, Converged and Data Protection | 11/30/2021 | Technology | http://www.ncpa.us/Vendors/EC%20America#6 |
| 01-88 | EC America | Software Products and Services | 11/30/2021 | Technology | http://www.ncpa.us/Vendors/EC%20America#6 |
| 05-33 | Ecolane | Transportation Software | 3/31/2022 | Transportation | http://www.ncpa.us/Vendors/Ecolane#4 |
| 08-28 | Ecore | Athletic Court and Field Solutions | 12/31/2023 | Athletics | http://www.ncpa.us/Vendors/Ecube%20Labs#4 |

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| 02-79 | Ecube Labs | General, Recyclable, and Food Waste Collection, Compaction, Containment | 7/31/2023 | Facilities | http://www.ncpa.us/Vendors/Ecube%20Labs#4 |
| 01-59 | Education Networks of Am | Advanced Communications Solutions | 8/31/2021 | Technology | http://www.ncpa.us/Vendors/Education%20Networks%20of%20Amer |
| 07-25 | Egan Visual | Furniture | 10/31/2021 | Furniture | http://www.ncpa.us/Vendors/Egan%20Visual#4 |
| 01-82 | EMC | Data Storage, Cloud, Converged and Data Protection | 11/30/2021 | Technology | http://www.ncpa.us/Vendors/Dell%20EMC#4 |
| 02-82 | EnergyWare | Electrical Equipment, Bulbs and Ballasts and Related Services | 8/31/2021 | Facilities | http://www.ncpa.us/Vendors/EnergyWare#5 |
| 02-60 | Engineered Floors | Flooring & Outdoor Surfaces Solutions | 8/31/2021 | Facilities | http://www.ncpa.us/Vendors/Engineered%20Floors#4 |
| 13-04 | Entegra Procurement Serv | Food Management Programs and Related Products and Services | 12/31/2023 | Food | http://www.ncpa.us/Vendors/Entegra%20Procurement%20Services#4 |
| 07-26 | ESI Ergonomic | Furniture | 10/31/2021 | Furniture | http://www.ncpa.us/Vendors/ESI%20Ergonomic%20Solutions#4 |
| 02-66 | EstimatingPlus | Owner Advocate/Representative for Capital Improvement Program Manag | 3/31/2022 | Facilities | http://www.ncpa.us/Vendors/EstimatingPlus#5 |
| 05-44 | EVSE | Electric Vehicle Charging Infrastructure | 8/31/2023 | Transportation | http://www.ncpa.us/Vendors/EVSE%20LLC#4 |
| 01-112 | Extreme Networks | Wireless Solutions | 12/31/2023 | Technology | http://www.ncpa.us/Vendors/Extreme%20Networks#4 |
| 11-58 | EY | Business and IT Consulting and Advisory Services | 12/31/2023 | Office & School | http://www.ncpa.us/Vendors/EY#5 |
| 02-53 | EZ-ACCESS | Modular Aluminum Walkway Systems & ADA Compliant Products & Service | 12/31/2021 | Facilities | http://www.ncpa.us/Vendors/EZ-ACCESS#4 |
| 04-11 | F.H. Paschen | Alternative Procurement Delivery Methods for General Contracting Service | 4/30/2022 | Construction | http://www.ncpa.us/Vendors/Ferguson%20Waterworks#4 |
| 02-104 | Ferguson Waterworks | Water Metering, Monitoring, Devices and Related Services | 12/31/2021 | Facilities | http://www.ncpa.us/Vendors/F.H.%20Paschen#6 |
| 04-14 | FH Paschen | Job Order Contracting | 11/30/2021 | Construction | http://www.ncpa.us/Vendors/F.H.%20Paschen#6 |
| 04-25 | FHP Tectonics | Job Order Contracting in Virginia | 7/31/2021 | Construction | http://www.ncpa.us/Vendors/F.H.%20Paschen#6 |
| 08-30 | FieldTurf USA | Artificial Sport Surfaces, Installation and Related Materials | 12/31/2021 | Athletics | http://www.ncpa.us/Vendors/FieldTurf#4 |
| 01-43 | FireFly Computers | Technology Solutions | 10/31/2021 | Technology | http://www.ncpa.us/Vendors/FireFly%20Computers#4 |
| 11-47 | Fiserv | Merchant Processing Services | 8/31/2023 | Office & School | http://www.ncpa.us/Vendors/Fiserv#6 |
| 11-53 | Fiserv | Municipal and Utility Billing Services | 12/31/2023 | Office & School | http://www.ncpa.us/Vendors/Fiserv#6 |
| 08-21 | Flaghouse | Athletic Supplies and Equipment | 7/31/2022 | Athletics | http://www.ncpa.us/Vendors/Flaghouse#3 |
| 05-22 | FlashParking | Parking Access Revenue Control System | 9/30/2021 | Transportation | http://www.ncpa.us/Vendors/FlashParking#4 |
| 07-27 | Fleetwood Group | Furniture | 10/31/2021 | Furniture | http://www.ncpa.us/Vendors/Fleetwood%20Group#4 |
| 07-52 | Foliot | Furniture, Supplemental | 9/30/2021 | Furniture | http://www.ncpa.us/Vendors/Foliot#4 |
| 01-108 | Ford AV | Audio/Visual Products and Services | 12/31/2023 | Technology | http://ncpa.us/Vendors/Ford%20AV#4 |
| 01-109 | Formetco | Audio/Visual Products and Services | 12/31/2023 | Technology | http://www.ncpa.us/Vendors/Formetco#4 |
| 02-76 | Fortiline | Underground Water, Sewer and Storm Utility Product | 11/30/2021 | Facilities | http://ncpa.us/Vendors/Fortiline%20Waterworks#4 |
| 01-77 | Fortinet | IT Security and Data Protection Solutions | 4/30/2022 | Technology | http://www.ncpa.us/Vendors/Fortinet#4 |
| 07-29 | Frank Cooney Company | Furniture | 10/31/2021 | Furniture | http://www.ncpa.us/Vendors/Frank%20Cooney%20Company#4 |
| 01-102 | Frontline | Cloud Administrative Solutions | 11/30/2022 | Technology | http://www.ncpa.us/Vendors/Frontline#4 |
| 11-50 | Fusebox | Energy Management Consulation and Related Services | 12/31/2023 | Office & School | http://www.ncpa.us/Vendors/Fusebox#5 |
| 01-68 | Gaggle | Safe Email and Storage Accounts | 11/30/2021 | Technology | http://www.ncpa.us/Vendors/Gaggle#4 |
| 08-26 | Game Day Athletic Surface | Natural Sport Surfaces, Installation and Related Materials | 11/30/2021 | Athletics | http://www.ncpa.us/Vendors/Game%20Day%20Athletic%20Surfaces# |
| 08-31 | Game Day Athletic Surface | Artificial Sport Surfaces, Installation and Related Materials | 12/31/2021 | Athletics | http://www.ncpa.us/Vendors/Game%20Day%20Athletic%20Surfaces# |
| 04-21 | GCON | Job Order Contracting Services (AZ) | 7/31/2021 | Construction | http://www.ncpa.us/Vendors/GCON#5 |
| 04-15 | GCON | Job Order Contracting | 11/30/2021 | Construction | http://www.ncpa.us/Vendors/GCON#5 |
| 05-45 | Gilbarco | Electric Vehicle Charging Infrastructure | 8/31/2023 | Transportation | http://www.ncpa.us/Vendors/Gilbarco#4 |

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| 07-30 | Grand Rapids Chair Company | Furniture | 10/31/2021 | Furniture | http://www.ncpa.us/Vendors/Grand%20Rapids%20Chair%20Company |
| 08-16 | Grand Slam Safety | Athletic Court and Field Containment Solutions | 12/31/2021 | Athletics | http://www.ncpa.us/Vendors/Grand%20Slam%20Safety#4 |
| 01-115 | Granicus | Software and SaaS Solutions | 12/31/2023 | Technology | http://www.ncpa.us/Vendors/Granicus#5 |
| 11-38 | Granicus (Host Compliance | Short Term Rental Compliance | 8/31/2021 | Office & School | http://www.ncpa.us/Vendors/Granicus#5 |
| 01-99 | Granite | Telecommunication Services | 7/31/2022 | Technology | http://www.ncpa.us/Vendors/Granite#4 |
| 11-33 | hand2mind | Instructional and Educational Resources | 8/31/2021 | Office & School | http://www.ncpa.us/Vendors/hand2mind#4 |
| 02-107 | Harper Industries | Turf and Grounds Maintenance Equipment, Parts, Accessories, Supplies, Re | 12/31/2023 | Facilities | http://www.ncpa.us/Vendors/Harper%20Turf%20Equipment#4 |
| 07-31 | Haskell Office | Furniture | 10/31/2021 | Furniture | http://www.ncpa.us/Vendors/Haskell%20Office#4 |
| 01-94 | Hayes Software | Inventory Control Solutions | 3/31/2022 | Technology | http://www.ncpa.us/Vendors/Hayes%20Software%20Systems#4 |
| 02-89 | HB Mechanical | HVAC Equipment, Installation, Service, & Related Products | 8/31/2021 | Facilities | http://ncpa.us/Vendors/HB%20Mechanical#4 |
| 02-77 | HES Facilities | Facilities, Janitorial, Groundskeeping, Management  Related Products and S | 7/31/2023 | Facilities | http://www.ncpa.us/Vendors/HES%20Facilities#4 |
| 02-63 | Hi-Line | MRO Products and Services | 11/30/2021 | Facilities | http://www.ncpa.us/Vendors/Hi-Line#4 |
| 04-24 | HITT Contracting | Job Order Contracting in Virginia | 7/31/2021 | Construction | http://www.ncpa.us/Vendors/HITT%20Contracting#5 |
| 04-16 | HITT Contracting | Job Order Contracting | 11/30/2021 | Construction | http://www.ncpa.us/Vendors/HITT%20Contracting#5 |
| 05-48 | HonkMobile | Integrated Parking Management System | 12/31/2023 | Transportation | http://www.ncpa.us/Vendors/HonkMobile#4 |
| 01-45 | Howard Technologies | Technology Solutions | 10/31/2021 | Technology | http://www.ncpa.us/Vendors/Howard%20Technologies#4 |
| 02-84 | HTS | High Performance Building Consulting and Utility Management Solutions, S | 8/31/2021 | Facilities | http://ncpa.us/Vendors/HTS#4 |
| 02-70 | IAP Government Services ( | Owner Advocate/Representative for Capital Improvement Program Manag | 7/31/2021 | Facilities | http://www.ncpa.us/Vendors/IAP%20Government%20Services%20Gro |
| 01-67 | IBM | Enterprise Products and Services | 11/30/2021 | Technology | http://www.ncpa.us/Vendors/IBM#5 |
| 01-70 | iBoss Security | Network Security | 5/31/2022 | Technology | http://www.ncpa.us/Vendors/Iboss#4 |
| 07-32 | Indiana Furniture | Furniture | 10/31/2021 | Furniture | http://www.ncpa.us/Vendors/Indiana%20Furniture#4 |
| 07-57 | Inscape | Moveable Wall Systems | 3/31/2022 | Furniture | http://www.ncpa.us/Vendors/Inscape#4 |
| 05-20 | InterClean | Vehicle Wash Systems | 5/31/2022 | Transportation | http://www.ncpa.us/Vendors/InterClean%20Equipment#4 |
| 05-53 | Interstate Outdoor Advert | Smart Parking Displays | 12/31/2023 | Transportation | http://www.ncpa.us/Vendors/Interstate%20Outdoor%20Advertising#5 |
| 01-69 | Intrado | Safe Email and Storage Accounts | 11/30/2021 | Technology | http://www.ncpa.us/Vendors/Intrado#5 |
| 07-33 | Invincible Furniture | Furniture | 10/31/2021 | Furniture | http://www.ncpa.us/Vendors/Invincible%20Furniture#4 |
| 05-36 | IPS Group | Parking Meters | 7/31/2022 | Transportation | http://www.ncpa.us/Vendors/IPS%20Group#5 |
| 05-49 | IPS Group | Integrated Parking Management System | 12/31/2023 | Transportation | http://www.ncpa.us/Vendors/IPS%20Group#5 |
| 02-68 | Iron Age Designs | Decorative Metal Casting and Tree Grates | 7/31/2022 | Facilities | http://www.ncpa.us/Vendors/Iron%20Age%20Designs#4 |
| 11-41 | Ivalua | Source to Pay E-commerce Solutions for Public Sector Organizations | 7/31/2023 | Office & School | http://www.ncpa.us/Vendors/Ivalua#4 |
| 11-20 | JJ Kane | Auction Services | 9/30/2021 | Office & School | http://www.ncpa.us/Vendors/JJ%20Kane#4 |
| 02-55 | Johnson Controls | HVAC Equipment, Installation, Service, & Related Products in Alabama | 8/31/2021 | Facilities | http://www.ncpa.us/Vendors/Johnson%20Controls#5 |
| 02-90 | Johnson Controls | HVAC Equipment, Installation, Service, & Related Products | 8/31/2021 | Facilities | http://www.ncpa.us/Vendors/Johnson%20Controls#5 |
| 07-34 | Jonti Craft | Furniture | 10/31/2021 | Furniture | http://www.ncpa.us/Vendors/Jonti%20Craft#4 |
| 01-116 | JourneyEd | Software and SaaS Solutions | 12/31/2023 | Technology | http://www.ncpa.us/Vendors/JourneyEd.com#4 |
| 07-35 | Kimball Office | Furniture | 10/31/2021 | Furniture | http://www.ncpa.us/Vendors/Kimball%20Office#4 |
| 05-25 | KM International | Road Way Maintenance Equipment and Supplies | 12/31/2021 | Transportation | http://www.ncpa.us/Vendors/KM%20International#4 |
| 12-12 | Knightscope | Autonomous Security Systems and Services | 7/31/2023 | Security | http://www.ncpa.us/Vendors/Knightscope#4 |

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| 11-59 | KPMG | Business and IT Consulting and Advisory Services | 12/31/2023 | Office & School | http://www.ncpa.us/Vendors/KPMG#4 |
| 11-34 | Lakeshore Learning | Instructional and Educational Resources | 8/31/2021 | Office & School | http://ncpa.us/Vendors/Lakeshore%20Learning%20Materials#4 |
| 07-53 | Landscape Forms | Furniture, Supplemental | 9/30/2021 | Furniture | http://www.ncpa.us/Vendors/Landscape%20Forms#4 |
| 10-03 | Landscape Structures | Playground Equipment, Surfacing, Site Furnishings, and Related Products/S | 5/31/2022 | Playground | http://www.ncpa.us/Vendors/Landscape%20Structures#4 |
| 11-25 | Laserfiche | Documents and Records Management | 4/30/2022 | Office & School | http://www.ncpa.us/Vendors/Laserfiche#4 |
| 01-78 | Layer 3 Technologies | IT Security and Data Protection Solutions | 4/30/2022 | Technology | http://www.ncpa.us/Vendors/Layer%203%20Technologies#5 |
| 08-22 | Legend Fitness | Athletic Supplies and Equipment | 7/31/2022 | Athletics | http://www.ncpa.us/Vendors/Legend%20Fitness#3 |
| 01-46 | Lenovo | Technology Solutions | 10/31/2021 | Technology | http://www.ncpa.us/Vendors/Lenovo#4 |
| 01-84 | Lenovo Global Technology | Data Storage, Cloud, Converged and Data Protection | 11/30/2021 | Technology | http://www.ncpa.us/Vendors/Lenovo%20Global%20Technology#4 |
| 11-52 | Level One | Municipal and Utility Billing Services | 12/31/2023 | Office & School | http://www.ncpa.us/Vendors/Level%20One#4 |
| 11-40 | Lifetouch | Photography and Yearbook Services | 7/31/2023 | Office & School | http://www.ncpa.us/Vendors/Lifetouch#4 |
| 11-60 | Linea Solutions | Business and IT Consulting and Advisory Services | 12/31/2023 | Office & School | http://www.ncpa.us/Vendors/Linea%20Solutions#4 |
| 07-58 | Loftwall | Moveable Wall Systems | 3/31/2022 | Furniture | http://www.ncpa.us/Vendors/Loftwall#4 |
| 07-36 | Lone Star Furnishings | Furniture | 10/31/2021 | Furniture | http://www.ncpa.us/Vendors/Lone%20Star%20Furnishings#4 |
| 01-93 | Lyme Computer Systems | Digital Media Management & Mass Notification | 3/31/2022 | Technology | http://www.ncpa.us/Vendors/Lyme%20Computer%20Systems#4 |
| 05-37 | MacKay Meters | Parking Meters | 7/31/2022 | Transportation | http://www.ncpa.us/Vendors/MacKay%20Meters#3 |
| 02-100 | Madison Energy Partners | Indoor Air Quality Equipment, Devices and Related Services | 12/31/2021 | Facilities | http://www.ncpa.us/Vendors/Madison%20Energy%20Partners#4 |
| 07-37 | Magnuson Group | Furniture | 10/31/2021 | Furniture | http://www.ncpa.us/Vendors/Magnuson%20Group#5 |
| 08-23 | Matrix Fitness | Athletic Supplies and Equipment | 7/31/2022 | Athletics | http://www.ncpa.us/Vendors/Matrix%20Fitness#3 |
| 07-39 | Maxon | Furniture | 10/31/2021 | Furniture | http://www.ncpa.us/Vendors/Maxon#4 |
| 04-08 | McCarthy Building Compa | Alternative Procurement Delivery Methods (APDM) for General Contractin | 3/31/2022 | Construction | http://www.ncpa.us/Vendors/McCarthy%20Building%20Companies#4 |
| 11-26 | MCCI | Documents and Records Management | 4/30/2022 | Office & School | http://www.ncpa.us/Vendors/MCCi#4 |
| 09-08 | McGriff | Risk/Insurance Management Services | 7/31/2023 | Medical | http://www.ncpa.us/Vendors/McGriff,%20Seibels%20and%20Williams |
| 11-30 | McKinsey | Strategic Management Consulting Services | 4/30/2022 | Office & School | http://www.ncpa.us/Vendors/McKinsey%20and%20Company#5 |
| 11-61 | McKinsey | Business and IT Consulting and Advisory Services | 12/31/2023 | Office & School | http://www.ncpa.us/Vendors/McKinsey%20and%20Company#5 |
| 09-06 | Medical Wholesale | Pharmaceuticals and Medical Supplies | 5/31/2022 | Medical | http://www.ncpa.us/Vendors/Medical%20Wholesale#5 |
| 02-72 | Midstate Energy | Electrical Equipment, Bulbs and Ballasts and Related Services- Supplementa | 11/30/2021 | Facilities | http://www.ncpa.us/Vendors/Midstate%20Energy#7 |
| 02-74 | Midstate Energy | HVAC Equipment, Installation, Service, & Related Products - Supplemental | 11/30/2021 | Facilities | http://www.ncpa.us/Vendors/Midstate%20Energy#7 |
| 02-65 | Midstate Energy | High Performance Building Consulting and Utility Management Solutions, S | 3/31/2022 | Facilities | http://www.ncpa.us/Vendors/Midstate%20Energy#7 |
| 02-61 | Midwest Mechanical | Plumbing Equipment, Installation, Service, & Related Products | 8/31/2021 | Facilities | http://www.ncpa.us/Vendors/Midwest%20Mechanical#6 |
| 02-91 | Midwest Mechanical | HVAC Equipment, Installation, Service, & Related Products | 8/31/2021 | Facilities | http://www.ncpa.us/Vendors/Midwest%20Mechanical#6 |
| 07-38 | MiEN Company | Furniture | 10/31/2021 | Furniture | http://www.ncpa.us/Vendors/MiEN%20Company#4 |
| 01-47 | MNJ Technologies | Technology Solutions | 10/31/2021 | Technology | http://www.ncpa.us/Vendors/MNJ%20Technologies#4 |
| 05-38 | Mobile Smart City | Parking Meters | 7/31/2022 | Transportation | http://www.ncpa.us/Vendors/Mobile%20Smart%20City#4 |
| 07-54 | MooreCo | Furniture, Supplemental | 9/30/2021 | Furniture | http://www.ncpa.us/Vendors/MooreCo#4 |
| 02-62 | MSC Industrial Supply Co. | MRO Products and Services | 11/30/2021 | Facilities | http://www.ncpa.us/Vendors/MSC%20Industrial%20Supply#4 |
| 05-43 | Municipal Parking Services | Self-Enforcing Parking Meters | 11/30/2022 | Transportation | http://www.ncpa.us/Vendors/Municipal%20Parking%20Services#4 |
| 07-59 | Muraflex | Moveable Wall Systems | 3/31/2022 | Furniture | http://www.ncpa.us/Vendors/Muraflex#4 |
| 11-35 | Nasco | Instructional and Educational Resources | 8/31/2021 | Office & School | http://www.ncpa.us/Vendors/Nasco#4 |

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| 02-51 | National Elevator Inspectic | Elevator Inspection Services | 5/31/2022 | Facilities | http://www.ncpa.us/Vendors/National%20Elevator%20Inspection%20 |
| 01-60 | NEC | Advanced Communications Solutions | 8/31/2021 | Technology | http://www.ncpa.us/Vendors/NEC#4 |
| 02-85 | NeedThese | High Performance Building Consulting and Utility Management Solutions, S | 8/31/2021 | Facilities | http://ncpa.us/Vendors/NeedThese#4 |
| 01-72 | NeweggBusiness | Network Security | 5/31/2022 | Technology | http://www.ncpa.us/Vendors/NeweggBusiness#4 |
| 05-31 | Nobel Systems | Auto Impound Management | 3/31/2022 | Transportation | http://www.ncpa.us/Vendors/Nobel%20Systems#4 |
| 07-55 | Nucraft | Furniture, Supplemental | 9/30/2021 | Furniture | http://www.ncpa.us/Vendors/Nucraft#4 |
| 05-42 | O'Reilly | Automotive Parts | 11/30/2022 | Transportation | http://www.ncpa.us/Vendors/O'Reilly%20Auto%20Parts#4 |
| 01-117 | Oakland Consulting Group | Software and SaaS Solutions | 12/31/2023 | Technology | http://www.ncpa.us/Vendors/Oakland%20Consulting%20Group#4 |
| 08-17 | OES | Scoreboards and Electronic Signage, , Supplemental | 4/30/2022 | Athletics | http://www.ncpa.us/Vendors/OES%20Scoreboards#4 |
| 01-118 | OnSolve | Software and SaaS Solutions | 12/31/2023 | Technology | http://www.ncpa.us/Vendors/OnSolve#4 |
| 08-24 | Palos Sports | Athletic Supplies and Equipment | 7/31/2022 | Athletics | http://www.ncpa.us/Vendors/Palos%20Sports#5 |
| 05-39 | Parkeon | Parking Meters | 7/31/2022 | Transportation | http://www.ncpa.us/Vendors/Flowbird%20(Cale%20America%20and% |
| 05-54 | Parking Logix | Smart Parking Displays | 12/31/2023 | Transportation | http://www.ncpa.us/Vendors/Parking%20Logix#5 |
| 05-50 | Parkmobile | Integrated Parking Management System | 12/31/2023 | Transportation | http://www.ncpa.us/Vendors/Parkmobile#4 |
| 05-30 | Passport | Mobile Ticketing Solution for Transportation | 8/31/2021 | Transportation | http://www.ncpa.us/Vendors/Passport#6 |
| 05-28 | Passport | Parking Products and Services | 4/30/2022 | Transportation | http://www.ncpa.us/Vendors/Passport#6 |
| 05-51 | Passport | Integrated Parking Management System | 12/31/2023 | Transportation | http://www.ncpa.us/Vendors/Passport#6 |
| 05-52 | PayByPhone | Integrated Parking Management System | 12/31/2023 | Transportation | http://www.ncpa.us/Vendors/NuPark#4 |
| 01-66 | PayIt | Cloud-Based, SaaS Solution for Government Transaction Processing | 11/30/2021 | Technology | http://www.ncpa.us/Vendors/PayByPhone#4 |
| 01-122 | PGi | Web Based Meeting, Webinar, Conference, and Tradeshow Programs | 12/31/2023 | Technology | http://www.ncpa.us/Vendors/PGi#4 |
| 10-02 | Playtime | Custom Sculpted Play Equipment, Design Services, Theming and Related Pr | 11/30/2021 | Playground | http://www.ncpa.us/Vendors/Playtime#4 |
| 05-40 | POM | Parking Meters | 7/31/2022 | Transportation | http://www.ncpa.us/Vendors/POM#4 |
| 01-119 | Precision Task Group | Software and SaaS Solutions | 12/31/2023 | Technology | http://www.ncpa.us/Vendors/Precision%20Task%20Group#4 |
| 08-27 | Premier Sports Lighting | Sports Lighting Products, Controls & Services | 7/31/2023 | Athletics | http://www.ncpa.us/Vendors/Premier%20Sports%20Lighting#4 |
| 02-67 | Procedeo | Owner Advocate/Representative for Capital Improvement Program Manag | 3/31/2022 | Facilities | http://www.ncpa.us/Vendors/Procedeo#4 |
| 01-96 | Promark | Advanced Technology Solutions Aggregator | 7/31/2022 | Technology | http://www.ncpa.us/Vendors/Promark#3 |
| 01-110 | Promethean | Audio/Visual Products and Services | 12/31/2023 | Technology | http://www.ncpa.us/Vendors/Promethean#4 |
| 07-60 | PS Furniture | Moveable Wall Systems | 3/31/2022 | Furniture | http://www.ncpa.us/Vendors/PS%20Furniture#4 |
| 01-85 | Rackspace | Data Storage, Cloud, Converged and Data Protection | 11/30/2021 | Technology | http://www.ncpa.us/Vendors/Rackspace#4 |
| 11-36 | Really Good Stuff | Instructional and Educational Resources | 8/31/2021 | Office & School | http://www.ncpa.us/Vendors/Really%20Good%20Stuff#4 |
| 05-24 | Redflex | Traffic Control, Enforcement, & Signal Preemption Equipment | 9/30/2021 | Transportation | http://www.ncpa.us/Vendors/Redflex#4 |
| 02-69 | Reliant Elevator Inspectior | Elevator Inspection Services | 7/31/2021 | Facilities | http://www.ncpa.us/Vendors/Reliant%20Elevator%20Inspections#3 |
| 11-39 | Remi | Equipment Maintenance Management | 3/31/2022 | Office & School | http://www.ncpa.us/Vendors/The%20Remi%20Group#4 |
| 01-123 | RingCentral | Web Based Meeting, Webinar, Conference, and Tradeshow Programs | 12/31/2023 | Technology | http://www.ncpa.us/Vendors/RingCentral#4 |
| 12-13 | Robotic Assistance Devices | Autonomous Security Systems and Services | 7/31/2023 | Security | http://www.ncpa.us/Vendors/Robotic%20Assistance%20Devices#4 |
| 07-40 | RT London | Furniture | 10/31/2021 | Furniture | http://www.ncpa.us/Vendors/RT%20London#4 |
| 05-47 | Rush Enterprises | Heavy Equipment, Diesel Truck, Bus Parts and Related Goods and Services | 12/31/2023 | Transportation | http://www.ncpa.us/Vendors/Rush%20Enterprises#4 |
| 02-96 | S&S Paving and Constructi | Asphalt Products and Services, Installation and Related Materials | 12/31/2021 | Facilities | http://www.ncpa.us/Vendors/SS%20Paving%20and%20Construction#4 |
| 08-25 | S&S Worldwide | Athletic Supplies and Equipment | 7/31/2022 | Athletics | http://www.ncpa.us/Vendors/S%20and%20S%20Worldwide#3 |

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| 02-108 | Scag Power Equipment | Turf and Grounds Maintenance Equipment, Parts, Accessories, Supplies, Re | 12/31/2023 | Facilities | http://www.ncpa.us/Vendors/Scag%20Power%20Equipment#4 |
| 01-73 | SchoolMint (formerly Herc | Student Behavior Tracking System | 9/30/2021 | Technology | http://www.ncpa.us/Vendors/SchoolMint#4 |
| 12-16 | SecureWatch24 | Security Solutions Products and Services | 12/31/2021 | Security | http://www.ncpa.us/Vendors/SecureWatch%2024#4 |
| 01-79 | Securly | IT Security and Data Protection Solutions | 4/30/2022 | Technology | http://www.ncpa.us/Vendors/Securly#4 |
| 07-41 | Sedia Systems | Furniture | 10/31/2021 | Furniture | http://www.ncpa.us/Vendors/Sedia%20Systems#4 |
| 07-56 | Series | Furniture, Supplemental | 9/30/2021 | Furniture | http://www.ncpa.us/Vendors/Series%20Seating#4 |
| 01-120 | Sharecare | Software and SaaS Solutions | 12/31/2023 | Technology | http://www.ncpa.us/Vendors/Sharecare#4 |
| 02-56 | Sherwin Williams | Paint and Supplies | 8/31/2021 | Facilities | http://www.ncpa.us/Vendors/Sherwin%20Williams#4 |
| 02-58 | Sierra Container | Plastic Refuse / Recycling Collection Containers | 8/31/2021 | Facilities | http://www.ncpa.us/Vendors/Sierra%20Container#4 |
| 07-42 | Silver Street | Furniture | 10/31/2021 | Furniture | http://www.ncpa.us/Vendors/Silver%20Street#5 |
| 07-43 | Sitmatic | Furniture | 10/31/2021 | Furniture | http://www.ncpa.us/Vendors/Sitmatic#4 |
| 07-44 | Smith Systems | Furniture | 10/31/2021 | Furniture | http://www.ncpa.us/Vendors/Smith%20System#4 |
| 01-80 | SmoothWall | Web Filtering and Internet Security Solutions | 8/31/2021 | Technology | http://www.ncpa.us/Vendors/Smoothwall#4 |
| 01-89 | SoftwareONE | Software Products and Services | 11/30/2021 | Technology | http://www.ncpa.us/Vendors/SoftwareONE#4 |
| 07-45 | Source International | Furniture | 10/31/2021 | Furniture | http://www.ncpa.us/Vendors/Source%20International#4 |
| 02-98 | Southwest Elevator | Elevator Equipment, Service, Repair and Related Services | 12/31/2021 | Facilities | http://www.ncpa.us/Vendors/Southwest%20Elevator#4 |
| 08-29 | SportProsUSA | Athletic Court and Field Solutions | 12/31/2023 | Athletics | http://ncpa.us/Vendors/SportProsUSA#5 |
| 01-95 | SteepSteel | Professional Consulting Services for Wireless Technologies | 3/31/2022 | Technology | http://www.ncpa.us/Vendors/SteepSteel#4 |
| 05-26 | Stepp Manufacturing | Road Way Maintenance Equipment and Supplies | 12/31/2021 | Transportation | http://www.ncpa.us/Vendors/Stepp%20Manufacturing#4 |
| 02-97 | Sunland Asphalt and Const | Asphalt Products and Services, Installation and Related Materials | 12/31/2021 | Facilities | http://www.ncpa.us/Vendors/Sunland%20Asphalt%20and%20Constru |
| 02-101 | Sunstate Mechanical Servi | Indoor Air Quality Equipment, Devices and Related Services | 12/31/2021 | Facilities | http://www.ncpa.us/Vendors/Sunstate%20Mechanical%20Services#4 |
| 07-46 | SurfaceWorks | Furniture | 10/31/2021 | Furniture | http://www.ncpa.us/Vendors/SurfaceWorks#4 |
| 01-97 | SYNNEX | Advanced Technology Solutions Aggregator | 7/31/2022 | Technology | http://www.ncpa.us/Vendors/SYNNEX#6 |
| 11-27 | TCP (TimeClock Plus) | Integrated Cloud Payroll, Human Resource, Time & Labor Management, an | 4/30/2022 | Office & School | http://www.ncpa.us/Vendors/TCP%20(TimeClock%20Plus)#4 |
| 02-92 | TDIndustries | HVAC Equipment, Installation, Service, & Related Products | 8/31/2021 | Facilities | http://ncpa.us/Vendors/TDIndustries#6 |
| 02-48 | TDIndustries | Facilities Management Solutions and Related Services | 11/30/2021 | Facilities | http://ncpa.us/Vendors/TDIndustries#6 |
| 02-54 | TDIndustries | Plumbing Equipment, Installation, Service, & Related Products | 4/30/2022 | Facilities | http://ncpa.us/Vendors/TDIndustries#6 |
| 01-121 | TeamDynamix | Software and SaaS Solutions | 12/31/2023 | Technology | http://www.ncpa.us/Vendors/TeamDynamix#4 |
| 04-23 | Tecta America | Job Order Contracting Services (AZ) | 7/31/2021 | Construction | http://www.ncpa.us/Vendors/Tecta%20America#6 |
| 04-19 | Tecta America | Job Order Contracting | 11/30/2021 | Construction | http://www.ncpa.us/Vendors/Tecta%20America#6 |
| 02-75 | Tecta America | Roofing Products and Services | 11/30/2023 | Facilities | http://www.ncpa.us/Vendors/Tecta%20America#6 |
| 08-32 | Tencate Grass | Artificial Sport Surfaces, Installation and Related Materials | 12/31/2021 | Athletics | http://www.ncpa.us/Vendors/Tencate%20Grass#4 |
| 11-62 | The Boston Consulting Gro | Business and IT Consulting and Advisory Services | 12/31/2023 | Office & School | http://www.ncpa.us/Vendors/The%20Boston%20Consulting%20Group |
| 02-99 | TK Elevator Corporation | Elevator Equipment, Service, Repair and Related Services | 12/31/2021 | Facilities | http://www.ncpa.us/Vendors/ThyssenKrupp%20Elevator%20Americas |
| 02-102 | Top Product Innovations | Indoor Air Quality Equipment, Devices and Related Services | 12/31/2021 | Facilities | http://www.ncpa.us/Vendors/Top%20Product%20Innovations#4 |
| 01-100 | Transact | Campus ID Credential Transaction Solutions | 11/30/2022 | Technology | http://www.ncpa.us/Vendors/Transact#4 |
| 05-29 | TransPar Group | Fleet Management and Leasing | 8/31/2021 | Transportation | http://www.ncpa.us/Vendors/TransPar%20Group#4 |
| 11-45 | Trigyn Technologies | Staffing Services and Related Solutions | 7/31/2023 | Office & School | http://www.ncpa.us/Vendors/Trigyn%20Technologies#4 |
| 01-48 | Troxell Communications | Technology Solutions | 10/31/2021 | Technology | http://www.ncpa.us/Vendors/Troxell#4 |

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| 11-51 | TruePoint Solutions | Municipal and Utility Billing Services | 12/31/2023 | Office & School | http://www.ncpa.us/Vendors/TruePoint%20Solutions#4 |
| 02-71 | TruLite | Electrical Equipment, Bulbs and Ballasts and Related Services- Supplementa | 11/30/2021 | Facilities | http://www.ncpa.us/Vendors/TruLite#4 |
| 01-104 | Turnitin | Software Products, Services and Training | 7/31/2023 | Technology | http://ncpa.us/Vendors/Turnitin#4 |
| 05-32 | TXI Systems | Auto Impound Management | 3/31/2022 | Transportation | http://www.ncpa.us/Vendors/TXI%20Systems#4 |
| 05-34 | Tyler Technologies | Transportation Software | 3/31/2022 | Transportation | http://www.ncpa.us/Vendors/Tyler%20Technologies#4 |
| 02-80 | UNX Industries | Laundry, and Ware Wash Chemicals, and Related Products, and Services | 7/31/2023 | Facilities | http://www.ncpa.us/Vendors/UNX%20Industries#4 |
| 02-81 | USA-CLEAN | Reconditioned Janitorial Equipment, and Janitorial Equipment Parts | 7/31/2023 | Facilities | http://www.ncpa.us/Vendors/USA%20Clean#4 |
| 02-103 | UVC Engineered Sanitatior | Indoor Air Quality Equipment, Devices and Related Services | 12/31/2021 | Facilities | http://www.ncpa.us/Vendors/UVC%20Engineered%20Sanitation%20Ir |
| 08-20 | Vasco Sports Contractors | Athletic Surfacing & Asphalt Maintenance | 8/31/2021 | Athletics | http://www.ncpa.us/Vendors/Vasco%20Sports%20Contractors#4 |
| 01-106 | vCloud Tech | Software Products, Services and Training | 7/31/2023 | Technology | http://www.ncpa.us/Vendors/vCloud%20Tech#4 |
| 07-47 | Versteel | Furniture | 10/31/2021 | Furniture | http://www.ncpa.us/Vendors/Versteel#4 |
| 12-10 | Vigilant Solutions | Security Solutions Products and Services Supplement | 9/30/2021 | Security | http://www.ncpa.us/Vendors/Vigilant%20Solutions#4 |
| 01-49 | ViON | Technology Solutions | 10/31/2021 | Technology | http://www.ncpa.us/Vendors/ViON#4 |
| 02-83 | Voss Lighting | Electrical Equipment, Bulbs and Ballasts and Related Services | 8/31/2021 | Facilities | http://www.ncpa.us/Vendors/Voss%20Lighting#4 |
| 12-17 | Wahsega Labs | Security Solutions Products and Services | 12/31/2021 | Security | http://www.ncpa.us/Vendors/Wahsega%20Labs#4 |
| 02-93 | Waibel Energy | HVAC Equipment, Installation, Service, & Related Products | 8/31/2021 | Facilities | http://www.ncpa.us/Vendors/Waibel%20Energy%20Systems#5 |
| 02-49 | Waibel Energy Systems | Facilities Management Solutions and Related Services | 11/30/2021 | Facilities | http://www.ncpa.us/Vendors/Waibel%20Energy%20Systems#5 |
| 13-03 | Wasserstrom | Foodservice Equipment, Smallwares, Parts, Design and Installation | 12/31/2021 | Food | http://www.ncpa.us/Vendors/Wasserstrom#4 |
| 02-105 | WaterSignal | Water Metering, Monitoring, Devices and Related Services | 12/31/2021 | Facilities | http://www.ncpa.us/Vendors/WaterSignal#4 |
| 07-48 | Watson | Furniture | 10/31/2021 | Furniture | http://www.ncpa.us/Vendors/Watson#4 |
| 02-27 | Waxie | Comprehensive Operational and Janitorial Supplies Solutions | 4/30/2022 | Facilities | http://www.ncpa.us/Vendors/Waxie#4 |
| 11-37 | Wayfair | Instructional and Educational Resources | 8/31/2021 | Office & School | http://www.ncpa.us/Vendors/Wayfair%20Professional#4 |
| 02-78 | WFF Facility Services | Facilities, Janitorial, Groundskeeping, Management  Related Products and S | 7/31/2023 | Facilities | http://www.ncpa.us/Vendors/WFF%20Facility%20Services#4 |
| 01-103 | Workday | Cloud Administrative Solutions | 11/30/2022 | Technology | http://www.ncpa.us/Vendors/Workday#4 |
| 07-49 | Worthington Contract | Furniture | 10/31/2021 | Furniture | http://www.ncpa.us/Vendors/Worthington%20Contract#4 |
| 02-28 | Zep | Comprehensive Operational and Janitorial Supplies Solutions | 4/30/2024 | Facilities | http://www.ncpa.us/Vendors/Zep%20Sales%20and%20Service#4 |
| 01-50 | Zones | Technology Solutions | 10/31/2021 | Technology | http://www.ncpa.us/Vendors/Zones#4 |

# CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: National Cooperative Purchasing Alliance also known as NCPA Cooperative Master Agreement

Procurement Title: National Cooperative Purchasing Alliance also known as NCPA Cooperative Master Agreement

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 Purchasing/Finance Staff Name Yodel Catanach

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

**REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING***

| YES | N/A | |
|---|---|---|
| ☒ | ☐ | **Approved Procurement Checklist (by Purchasing)** |
| ☒ | ☐ | **Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)** |
| ☐ | ☒ | State Price Agreement |
| ☐ | ☒ | RFP |
| ☐ | ☒ | Evaluation Committee Report |
| ☐ | ☒ | ITB |
| ☐ | ☒ | Bib Tab |
| ☐ | ☒ | Quotes (3 valid current quotes) |
| ☒ | ☐ | **NCPA Cooperative Master Agreement for Departments Citywide** |
| ☐ | ☒ | 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: NCPA current contracts** |

Yodel Catanach, Purchasing, Contracts Supervisor 3/23/2021
Department Rep Printed Name (attesting that all information included) Title Date

Chief Procurement Officer

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.

*

# Master Intergovernmental Cooperative Purchasing Agreement

This agreement is made between a government agency that executes a Lead Agency Certificate ("Lead Agency") to be appended and made a part hereof and other public agencies ("Participating Public Agencies") that register electronically with National Cooperative Purchasing Alliance ("NCPA") or otherwise execute a Participating Public Agency Certificate to be appended and made a part hereof.

**Recitals**

**WHEREAS**, after a competitive solicitation and selection process by Lead Agency, in compliance with their own policies, procedures, rules and regulations, a number of Vendors have entered into Master Agreements to provide a variety of goods, products and services based on national volumes (herein "Products");

**WHEREAS**, Master Agreements are made available by Lead Agency through NCPA and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Lead Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;

**NOW, THEREFORE,** in consideration of the mutual promises contained in this agreement, and of the mutual benefits to result, the parties agree as follows:

1. That each party will facilitate the cooperative procurement of Products.
2. That the procurement of Products subject to this agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party's procurement practices.
3. That the cooperative use of bids obtained by a party to this agreement shall be in accordance with the terms and conditions of the bid, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
4. That the Lead Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the procurement of products by the Participating Public Agencies.
5. That a procuring party will make timely payments to the Vendor for Products received in accordance with the terms and conditions of the procurement. Payment for Products and inspections and acceptance of Products ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.
6. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The procuring party shall be responsible for the ordering of Products under this agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring party harmless from any liability that may arise from action or inaction of the procuring party.
8. This agreement shall remain in effect until termination by a party giving 30 days written notice to the other party. The provisions of paragraphs 5, 6 and 7 hereof shall survive any such termination.

SEE ATTACHED ADDENDUM

This agreement shall take effect after execution of the Lead Agency Certificate or Participating Public Agency Registration, as applicable.

**Participating Agency**

By_____
Authorized Signature

Alan Webber, Mayor
Title

_____
Date

Fran Dunaway
Contact Person

Chief Procurement Officer
Title of Contact

200 Lincoln Avenue
Street Address

Santa Fe, New Mexico 87501
City, State Zip

(505) 955-6432
Contact's Telephone Number

purchasing@santafenm.gov
Email Address

**National Cooperative Purchasing Alliance**

By Jonathan Applegate
Authorized Signature

Director, Operations
Title

3/22/2021
Date

Jonathan Applegate
Contact Person

832-477-3475
Telephone Number

japplegate@ncpa.us
Email Address

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:_____

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Mar 22, 2021 13:39 MDT)
_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY MCCOY, FINANCE DIRECTOR

# ADDENDUM BETWEEN NCPA AND CITY OF SANTA FE

**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 NCPA. The City's decision as to whether sufficient appropriations are available shall be accepted by the NCPA and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the NCPA 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.

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

**Signature:** YODEL M Catanach
YODEL M Catanach (Mar 23, 2021 13:27 MDT)

**Email:** yocatanach@santafenm.gov

**Signature:**

**Email:** mtmccoy@santafenm.gov

**Signature:**

**Email:** mtmccoy@santafenm.gov

# City of Santa Fe, New Mexico
## Memorandum

**DATE:** **February 15, 2021**

**TO:** **Alan Webber, Mayor and City Council**

**VIA:** **Mary McCoy, Finance Department Director**
**Fran Dunaway, Chief Procurement Officer**
**Kyra Ochoa, Community Health and Safety Department Acting Director** KO
**Julie Sanchez, Youth and Family Services Division Director** jjs

**FROM:** **Elizabeth Peterson, Children and Youth Program Manager** EP

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**ITEM AND ISSUE:**
Request for St. Elizabeth Shelter Contract Amendment; Term Extension and Scope of Service (Elizabeth Peterson, Children and Youth Program Manager, empeterson@santafenm.gov, (505)470-3186)

**No change to contract amount**

**BACKGROUND AND SUMMARY:**
The Santa Fe Human Services Committee was established by resolution 2012- in 2012 to assess and advocate for human service needs, coordinate resources to maximize cost-effectiveness, evaluate local human services programs and provide technical assistance to programs. The Responsibilities of the Committee include oversight of the Human Services Fund, review of applications for the fund and making recommendations, and ensuring access to services for all residents of Santa Fe.

The Committee in partnership with the County wishes to ensure that essential services, which include primary health care, access to basic materials goods and services like food and shelter, mental health counseling and related crisis services, are available to our residents. Community organizations funded with Human Services funding participate in CONNECT; a network that helps Santa Feans navigate a complex, sometimes challenging system of care. Organizations collect and track data to show the scope of our community need and our collective impact on that need.

This request amends the Scope of Work to reflect decreased navigation numbers based on significantly decreased census for shelter guests in compliance with state public health orders. The state requires the shelter to limit capacity to one quarter of the normal number which now totals seven (7) guests at each shelter. In response to the pandemic and increased need for safe and socially distant housing options the shelter is housing forty to forty five (40-45) individuals and families in motel rooms with an overall population for the year to be around 250 individuals and/or families. The frequency and intensity of navigation has increased and as a result we are proposing that the navigation rate per person increases to accommodate additional tasks and duties.

St. Elizabeth Shelter provides food, clothing, hygiene products and other essentials to anyone who presents at the shelter. As a result, safety net services have increased. The proposed adjustments to the scope of work do not change the total contract amount of $100,000.

The proposed contract amendment includes:

The Contractor shall perform the following work:

1. Navigation services to a minimum of 250 unduplicated adult individuals and/or families at $250 per individual/adult family for a total of $62,500.

2. Safety net services to a minimum of 750 adult individuals and/or families at $50 per individual/adult family for a total of $37,500.

In addition, this request includes a contract extension for a term of one (1) year to ensure the continuation of support services to the community in the midst of a pandemic. Organizations have responded to the pandemic and altered and refined operations to serve the community while following public health orders. By extending the contract for a term of one year, organizations who are already burdened with adapting to COVID-19 restrictions can concentrate on delivery of services and resources without the added element of responding to a Referral for Proposal (RFP) process. We propose the RFP is released in March of 2022.

The Committee works cooperatively with the Community Services Department and Youth and Family Services Division staff throughout the year and advises on how to effectively plan, coordinate or support health and human issues in our community. The Committee has reviewed this request and recommends the Scope of Work and contract extension be approved.

**PROCUREMENT METHOD:**
On March 5, 2019, RFP # 19/31/P was issued through the Purchasing Office. The Human Services Committee reviewed requests, made recommendations to the Governing Body and this contract was executed July 12, 2019 for a three (3) year term ending June 30, 2021. With the one year term extension the contract will end June 30th, 2022.

**CONTRACT NUMBER:**
The FY20 Munis contract number is 3200597.

**FUNDING SOURCE:**
The funding source is:
**Fund Name/Number**: Human Service Fund/ 240
**Munis Org Name/Number:** Human Services/ 2400122
**Munis Object Name/Number:** Grants and Services/510400

**ACTION REQUESTED:**
The Community Health and Safety Department and the Youth and Family Services Division respectfully requests your review and approval.

**Signature:** Elizabeth Peterson
Elizabeth Peterson (Feb 18, 2021 12:37 MST)
**Email:** empeterson@santafenm.gov

**Signature:**
Julie Sanchez (Feb 18, 2021 13:20 MST)
**Email:** jjsanchez@santafenm.gov

**CITY OF SANTA FE**
**AMENDMENT No. 1 TO**
**PROFESSIONAL SERVICES AGREEMENT**
**#19-05884**

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated May 29, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and St. Elizabeth Shelter (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 the navigation and safety net services to adult's ages 18+.

B. Pursuant to Article 14 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 WORK

Article 1, subparagraph C of the Agreement is hereby amended to reflect a change in deliverables so that Section 1, subparagraph C reads in its entirety as follows:

3) Navigation services to a minimum of 250 clients x $250.00 per individual adult/family for a total of $62,500.00.

4) Safety net services to a minimum of 750 clients at $50.00 per individual adult/family for a total of $37,500.00.

2. COMPENSATION

Article 3, Subparagraph A, paragraph 2 of the Agreement is amended to reflect the

changes in client navigation services to 250 clients x $250.00 per individual adult/family at $62,500.00 and safety net services to a minimum of 750 clients x $50.00 per individual adult/family at $37,500.00. Article 3, Subparagraph A, paragraph 2 reads in it's entirety as follows:

2) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of two hundred and fifty dollars ($250.00) per unduplicated person served for Tier II services and fifty dollars ($50.00) per individual adult/family receiving safety net services in FY21 for up to a total of one hundred thousand dollars ($100,000.00), including gross receipts tax..

3. TERM

Article 3, of the Agreement is hereby amended to reflect a change in term so that Article 3 reads in its entirety as follows:

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30th 2022** unless terminated pursuant to paragraph 4 (Termination), or paragraph (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. AGREEMENT IN FULL FORCE.

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

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

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

Date:_____

ATTEST:

_____
KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:

Marcos Martinez
Marcos Martinez (Jan 12, 2021 13:25 MST)
_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY T. MCCOY, FINANCE DIRECTOR

2400122.510400 AL
MUNIS ORG/OBJ AL

CONTRACTOR:
St. Elizabeth Shelter

Edward Archuleta
_____
NAME & TITLE

Date: 1/15/21
CRS# Exempt
Business Reg# 02-059151-009

BUSINESS LICENSE#225673

ITEM # 19-0584

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT
Tier II Navigation Services

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **ST. ELIZABETH SHELTER** 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. **Definitions.**
   *a.* Safety Net Services: Social welfare services provided by state and local government and non-profit agencies intended to eliminate or reduce potentially dangerous or life-threatening conditions of poverty.

   *b.* Navigation: the function of linking clients with essential health and community services, performed by a navigator who coordinates care and services across siloed mental, behavioral, and physical health care delivery systems, leading to greater holistic and person-centered care. Navigation assists individuals in overcoming barriers to care and increases their engagement and active participation in care.

   *c.* Food Insecure: lacking reliable access to a sufficient quantity of affordable, nutritious food.

   *d.* Binge Drinking: the consumption of an excessive amount of alcohol in a short period of time. https://www.cdc.gov/alcohol/fact-sheets/binge-drinking.htm

   *e.* Homelessness: the circumstance of being without a permanent dwelling, such as a house or apartment.

   *f.* Unemployment: the circumstance of being without a paid job while available to work.

   *g.* Openness and Acceptance: a condition where inclusion into a larger social group and access to needed resources are available to all, regardless of ethnicity, sexual orientation, country of origin, age, or gender.

   *h.* Warm hand off: A warm hand off is a referral conducted in person, between two members of a navigation team, in front of the client (and family if present).

   *i.* Health Insurance Portability and Accountability Act (HIPAA): HIPAA (Health Insurance Portability and Accountability Act of 1996) is United States legislation that provides data privacy and security provisions for safeguarding medical information. The HIPAA Privacy Rule applies to organizations that are considered

HIPAA-covered entities, including health plans, healthcare clearinghouses and healthcare providers. In addition, the HIPAA Privacy Rule requires covered entities that work with a HIPAA business associate to produce a contract that imposes specific safeguards on the protected health information (PHI) that the business associate uses or discloses.

*j.* Protected Health Information (PHI): The HIPAA Privacy Rule protects all individually identifiable health information that is held or transmitted by a covered entity or a business associate. This information can be held in any form, including digital, paper or oral. This individually identifiable health information is also known as PHI under the Privacy Rule. PHI includes:

i. a patient's name, address, birth date and Social Security number;
ii. an individual's physical or mental health condition;
iii. any care provided to an individual; or
iv. information concerning the payment for the care provided to the individual that identifies the patient, or information for which there is a reasonable basis to believe could be used to identify the patient.
v. The HIPAA Privacy Rule does not consider employment records -- including information about education, as well as other records subject to or defined in the Family Educational Rights and Privacy Act -- as PHI. For de-identified data, however, there are no restrictions to its use or disclosure. De-identified data does not identify or provide information that could identify an individual.

*k.* HIPAA Business Associate Agreement (BAA): Under HIPAA, a HIPAA business associate agreement (BAA) is a contract between a HIPAA-covered entity and a HIPAA business associate (BA). The contract protects PHI in accordance with HIPAA guidelines.

*l.* Memorandum of Understanding (MOU): A non-binding agreement between two or more parties outlining the terms and details of an understanding including each parties' requirements and responsibilities.

**<u>This Space Intentionally Left Blank</u>**

## 2. Scope of Work.

Tier II: Safety Net Services Delivery and Navigation Services (ages 18+)

| Funding Category/Goal Area | Indicators |
|---|---|
| ☐ Adult Health | ☐ Chronic disease rates (Heart disease, diabetes, cancer, and obesity)<br>☐ Rate of adults consuming 5+ fruits and veggies daily<br>☐ Rate of adults meeting recommended physical activity levels (150 minutes of aerobic physical activity per week)<br>☐ % Women receiving prenatal care in 1st trimester |
| ☐ Behavioral Health | ☐ % Current depression (past 2 weeks)<br>☐ Suicide death rates<br>☐ % Binge drinking (past 30 days)<br>☐ Alcohol-related deaths<br>☐ Drug-overdose deaths<br>☐ Untreated adults with mental illness |
| ☒ Community Safety | ☐ Fall-related deaths<br>☒ Homelessness rate<br>☐ Domestic Violence rate |
| ☐ Equitable Society | ☐ % Unemployment<br>☐ % Food insecure households<br>☐ % Adults Age 25+ with Post-Secondary education<br>☐ Openness and acceptance of community toward people of diverse backgrounds |

A. The Contractor shall perform the following work:

1) Navigation and/or safety net services in the above-selected funding category/goal area to impact the selected indicator(s).

   a. Navigation services to a minimum of 600 unduplicated adult individuals and/or families x $166.67 per individual adult/family.

2) Navigation and/or safety net services to City of Santa Fe resident's ages 18+.

3) Ensure navigator is experienced and qualified and engages in continued educational opportunities on an annual basis to increase professional qualifications.

4) Assess clients' social needs, including safe and secure housing, nutritious food, reliable utilities and transportation, and access to health insurance, employment and education. Collect client demographic data, Emergency

Room (ER) and jail use data if relevant, and data on those indicators pertinent for the population served, i.e. chronic disease, suicide, alcohol, drug abuse, and access to healthy food.

5) Deliver navigation services tailored to the individual's priorities that are culturally relevant and based on a team approach of service delivery that reflects cross-agency collaboration. This includes:

    a. Development of a navigation plan with the individual that sets appropriate goals, such as addressing safe and secure housing, food, utilities and transportation, health system enrollment, access and navigation, education and literacy, preventive care and treatment, chronic disease management, and effective social and community referrals.

    b. Identification of community and social resources tailored to the individual's needs and interaction with a network/team to address priorities of the navigation plan, develop sustainable relationships with community resources, and provide and document a "warm hand-off." Referrals will be considered complete if a sustained relationship has been verified by the individual and service provider and documented by the navigator.

6) Use an agreed-upon IT system to be determined by the City of Santa Fe's Community Services Department and the Human Services Committee. This includes participation in data sharing with other community and social organizations on activities related to navigation plans with consent of the clients served and requires MOUs/BAA's with community partners, to be negotiated with the assistance of the City of Santa. Share aggregate and non-medical client data with other City of Santa Fe and Santa Fe County-funded partners.

7) Provide Program Manager or other appointed City staff with quarterly data on performance measures, outcomes of navigation, demographics, and number of clients served.

8) Survey individuals-served annually to assess their continued engagement with needed resources and satisfaction with service delivery and/or Tier II navigation services.

9) Ensure navigators receive training on HIPAA standards and adhere to all HIPAA policies and requirements.

10) Ensure as appropriate that clients served are from underserved communities e.g. American Indian/Alaska Native, Hispanic, and African American/Black

with a priority serving low to very low-income households.

B. *Performance Measures:*

Contractor shall substantially perform the following:

1) # Clients helped by navigator, # Clients screened using the social needs screening tool; and

2) # or % referred to housing or received housing-related assistance; # or % who accomplished specific goals related to housing; # or % clients obtaining house; # of clients staying in housing after 30 days; and

3) # or % of clients served by the Navigator reporting an improvement in circumstances or positive change in social determinants of health.

C. *Deliverables:*

1) Annual report and three quarterly reports documenting outcomes of navigation, including a year-end summary of City grant related expenses plus additional material as requested by the Human Service Committee or City of Santa Fe Community Services Department/Youth and Family Services Division.

2) The receipt of the deliverables contemplated under this Agreement shall assist the City and Human Services Committee in obtaining its goal(s) as set forth in its Strategic Plan on page(s) 1-4.

**2. Compensation.**

A. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed [$200,000.00].

1) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of one hundred and sixty-six dollars and sixty-seven cents ($166.67) per unduplicated person served for Tier II services in FY20 for up to a total of one hundred thousand dollars ($100,000.00), including gross receipts tax.

2) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of one hundred and sixty-six dollars and sixty-seven cents ($166.67) per unduplicated person served for Tier II services in FY21 for up to a total of one hundred thousand dollars ($100,000.00), including gross receipts tax.

B. Payment in FY21 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 fifteen (15) 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 30th 2021** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

**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. Non-Collusion.**

In signing this Agreement, the Vendor/Contractor certifies the Vendor/Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City.

**10. 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.

**11. 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.

**12. 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.

**13. 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.

**14. 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.

**15. 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.

**16. 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.

**17. 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.

**18. 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.

**19. 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.

**20. 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.

**21. Other Insurance**

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

A. 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.

**22. Records and Financial Audit.**

The City or city contractor shall have the right, at reasonable times and at a site designated by the City, to audit financial expenditures of City grant funding, documents, files and records of the Contractor to the extent that the finances, documents, files and records related to costs or accuracy of reimbursement for outcome or deliverable. The Contractor shall give full and free access to all records to the City and/or their authorized representative. The Contractor shall maintain detailed records that indicate the date, 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. If offering Navigation Services, records must indicate that the City is the sole payor per client billed for. 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.

**23. Indemnification.**

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

**24. New Mexico Tort Claims Act**

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject

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

**25. 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.

**26. 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.

**27. 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: [Julie Sanchez, Program Manager, 500 Market Station Suite 200, jjsanchez@ci.santa-fe.nm.us].

To the Contractor: [St. Elizabeth Shelter, 804 Alarid Street, director@steshelter.org].

**28. 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.

**29. Site Visits.**

At any time during the contract period the director or designee of the COMMUNITY SERVICES DEPARTMENT may perform a site visit to contracted sites to review programming and meet with participants. Members of the oversight body will be informed and invited to participate, this may include community partners and program co-funders.

**30. Reporting.**

Grantees shall submit Quarterly Reports on the programmatic accomplishments made toward the goals of the grant agreement. Quarterly reports are due to the YOUTH AND FAMILY SERVICES DIVISION or COMMUNITY SERVICES DEPARTMENT Program Manager no later than the 15th of the month subsequent to the Quarter end date with the exception of the 4th quarter which is due July 5th. If the 15th falls on a weekend reports will be due the following Monday by close of business. Quarterly Reports shall include the following:

A. Total Amount of funds received, Amount of funds received that were expended for programs; Number of adults served in the current quarter (if not already included in reporting template); reporting template with attachments or reporting as requested by DIVISION, DEPARTMENT or the COMMISSION.

| **B. Fiscal Year Quarters:** | **Reports Due:** |
|---|---|
| Quarter 1: July-September | October 15th |
| Quarter 2: October-December | January 15th |
| Quarter 3: January-March | April 15th |
| Quarter 4: April-June | July 5th |

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 M. WEBBER, MAYOR

DATE: 7/12/19

CONTRACTOR:
St. Elizabeth Shelter

NAME: Edward Archer
TITLE: Executive Director

DATE: 7/1/19

CRS# EXEMPT
REGISTRATION# 19-00029484

ATTEST:

Yolanda Y. Vigil
YOLANDA Y. VIGIL, CITY CLERK
ce mtg. 5.29.2019

APPROVED AS TO FORM:

Andrea Salazar
for ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

Mary McCoy
MARY T. MCCOY, FINANCE DIRECTOR

22763.510400
Business Unit Line Item

ST. ELIZABETH SHELTERS & SUPPORTIVE HOUSING
A non-denominational community

October 29, 2020

**Board of Directors**

Sam Baca
*President*
Rick Carboni
*Vice President*
Emily Smith
*Secretary*
Grant C. Davis
*Treasurer*

*Members*
Tonja Abeyta
Marcel Legendre
Dan Nickelson
Sunil Sakhalkar
Kathryn Ugoretz

*Ex-Officio*
Edward Archuleta
*Executive Director*

Julie Sanchez
Interim Director/Program Manager
Youth and Family Services Division
City of Santa Fe
PO Box 909
Santa Fe, NM 87504-0909

Dear Julie:

I am writing to amend our Professional Services Contract for the 2021 fiscal year (July 2020-2021).

Due to the impact of the COVID-19 pandemic the populations at our two shelters have been significantly reduced. The state is requiring us to limit our capacity to 1/4 of the normal number, which would be 7 guests at each. We are, however, housing 40 families and individuals in local motels. We anticipate our population will be about 54 households at any given time and an overall population for the year to be around 250 individuals and/or families. This includes both shelter and motels.

As noted below, we are proposing an $83 per person increase in our contract from last year due to the fact that our navigators are having to perform extra duties because of the pandemic. Guests in the shelter are on "lockdown" 24/7 and can only leave if they are accompanied by staff (e.g., driven to medical appointments, shopping, recreation, etc.). While guests in the motels are not as restricted the navigators are still meeting with each several times a week and are having to deliver them food and other necessities, driving back and forth between the shelters and motels.

Regarding safety net services we are still providing food, clothing, hygiene products, etc., to any individual or family who comes to our doors.

Therefore we request changing Section 2, Scope of Work, Part A of the contract to read:

The Contractor shall perform the following work:

1. A. Navigation services to a minimum of 250 unduplicated adult individuals and/or families X $250 per individual/adult family for a total of $62,500.
2. B. Safety net services to a minimum of 750 adult individuals and/or families X $50 per individual/adult family for a total of $37,500.
   Grand total of $100,000

804 Alarid Street
Santa Fe, NM 87505
(505) 982-6611
Fax (505) 982-5347
info@steshelter.org
www.steshelter.org

Similarly, Section 2, Compensation, Part A, Numbers 1-2 should be changed to reflect these new rates.

All other aspects of the contract will remain the same.

Thank you for your attention to this matter. Should you have any questions please do not hesitate to contact me.

Sincerely,

Edward Archuleta
Executive Director

# CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: ST. ELIZABETH SHELTER

Procurement Title: RFP#19/31/P

Procurement Method: State Price Agreement ☐ *Cooperative* ☐ *Sole Source* ☐ *Other* ☐ _____

*Exempt* ☐ *Request For Proposal* (RFP) ☒ *Invitation To Bid (ITB)* ☐ *Contract under 60K* ☐ *Contract over 60K* ☐

Department Requesting: Community Health and Safety Department Staff Name Elizabeth Peterson

**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: _____ |

Elizabeth Peterson | Children and Youth Program Manager | 2/15/2021

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

Fran Dunaway

Fran Dunaway (Mar 11, 2021 08:19 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

## Real Estate Summary of Contracts, Agreements, Amendments & Leases

**Section to be completed by department**

1. Munis Contract # **3200474**

Contractor: **The Food Depot**

Description: **Human Services Committee recommended adult services FY 19-21**

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ☉

Term Start Date: **July 12, 2019** Term End Date: **June, 30, 2021**

☑ Approved by Council Date: **5/29/19**

**Contract / Lease:** **HSC recommended services for FY 19-21**

Amendment # **1** to the Original Contract / Lease # **19-05886**

Increase/(Decrease) Amount $ **n/a**

Extend Termination Date to: **June 30, 2022**

☐ Approved by Council Date:

**Amendment is for:**

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

**Extension of term for one (1) year and revise scope of work.**

3. **Procurement History:** **RFP#19/31/P**

Fran Dunaway (Mar 11, 2021 08:19 MST) Mar 11, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: No increase to compensation -Current contract expires 6/30/21- extend term & SOW

4. **Funding Source:** **Human Service Fund/ 240** **Org / Object:** **2400122/510400**

Alexis Lotero (Mar 10, 2021 18:48 MST) Mar 10, 2021

Budget Officer Approval: Date:

Comment & Exceptions:

**Staff Contact who completed this form:** **Elizabeth Peterson** Phone # **(505) 470-3186**

Email: **empeterson@santafenm.gov**

**To be recorded by City Clerk:**

Clerk #

Date of Execution:

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

**BUSINESS REGISTRATION**

**Business Name:** ST ELIZABETH SHELTER
DBA: ST ELIZABETH SHELTER

**Business Location:** 804 ALARID ST
SANTA FE, NM 87501

**CRS Number:** 02059151009

**Owner:** ST ELIZABETH SHELTER

**License Number:** 225673

**License Type:** Business License - Renewable

**Issued Date:** January 15, 2021

**Classification:** Business Registration - Standard

**Expiration Date:** January 15, 2022

**Fees Paid:** $35.00

ST ELIZABETH SHELTER
804 ALARID ST
SANTA FE, NM 87501

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

Ver 16 2/7/2020

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/15/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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: CONRAD SCHOTT |
|---|---|
| ZIA INSURANCE AGENCY<br>P.O. BOX 2105<br>SANTA FE, NM 87504<br>CONRAD SCHOTT | PHONE (A/C, No, Ext): (505) 983-7329 FAX (A/C, No): (505) 986-6116<br>E-MAIL ADDRESS: |
| INSURED ST. ELIZABETH SHELTER<br>804 ALARID ST<br>SANTA FE, NM 87505 | INSURER(S) AFFORDING COVERAGE / NAIC #<br>INSURER A: PHILADELPHIA INDEMNITY INS CO<br>INSURER B: NEW MEXICO MUTUAL CASUALTY<br>INSURER C:<br>INSURER D:<br>INSURER E:<br>INSURER F: |

COVERAGES CERTIFICATE NUMBER: 2019-01 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 | GENERAL LIABILITY<br>[X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>[X] PROFESSIONAL LIAB<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[X] POLICY [ ] PRO-JECT [ ] LOC | X | Y | PHPK2209359 | 12/14/2020 | 12/14/2021 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 100,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| A | AUTOMOBILE LIABILITY<br>[ ] ANY AUTO<br>[X] ALL OWNED AUTOS [ ] SCHEDULED AUTOS<br>[X] HIRED AUTOS [X] NON-OWNED AUTOS | X | | PHPK2209359 | 12/14/2020 | 12/14/2021 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 500,000<br>$<br>$<br>$ |
| | [ ] UMBRELLA LIAB [ ] OCCUR<br>[ ] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [ ] RETENTION $ | | | | | | EACH OCCURRENCE<br>AGGREGATE | $<br>$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ]<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | Y | 11253.127 | 01/05/2021 | 01/05/2022 | WC STATU-TORY LIMITS [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| A | Employee Dishonesty | | | PHPK2209359 | 12/14/20 | 12/14/21 | Limit: $35,000<br>Ded: $500.00 | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
LOCATION: 804 ALARID STREET SANTA FE, NM 87505

THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED

CERTIFICATE HOLDER

CITY OF SANTA FE
P O BOX 909
SANTA FE, NM 87504-0909

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE


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**Signature:** Kyra Ochoa
Kyra Ochoa (Mar 9, 2021 14:53 CST)

**Email:** krochoa@santafenm.gov

# GB COMMUNITY HEALTH & SAFETY - ST. ELIZABETH SHELTER AMENDMENT.

Final Audit Report 2021-03-09

| | |
|---|---|
| Created: | 2021-03-09 |
| By: | Victor Vigil (vjvigil@ci.santa-fe.nm.us) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAN7tpU3uAjNIY_Boq2NPjwEDOGfMCQyRf |

## "GB COMMUNITY HEALTH & SAFETY - ST. ELIZABETH SHELTER AMENDMENT." History

Document created by Victor Vigil (vjvigil@ci.santa-fe.nm.us)
2021-03-09 - 8:42:42 PM GMT- IP address: 63.232.20.2

Document emailed to Kyra Ochoa (krochoa@santafenm.gov) for signature
2021-03-09 - 8:43:28 PM GMT

Email viewed by Kyra Ochoa (krochoa@santafenm.gov)
2021-03-09 - 8:52:07 PM GMT- IP address: 104.47.64.254

Document e-signed by Kyra Ochoa (krochoa@santafenm.gov)
Signature Date: 2021-03-09 - 8:53:16 PM GMT - Time Source: server- IP address: 97.88.230.12

Agreement completed.
2021-03-09 - 8:53:16 PM GMT

# GB COMM HEALTH AND SAFETY ST ELIZABETH SHELTER AMENDMENT

Final Audit Report 2021-03-11

| | |
|---|---|
| Created: | 2021-03-10 |
| By: | Jimmy Tapia (jptapia@ci.santa-fe.nm.us) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAU9Zc7zOU5guqtgyzh6UYMNfLL3tNuRml |

## "GB COMM HEALTH AND SAFETY ST ELIZABETH SHELTER AMENDMENT" History

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2021-03-10 - 3:22:38 PM GMT

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2021-03-11 - 1:46:58 AM GMT- IP address: 104.47.65.254

Document e-signed by Alexis Lotero (aclotero@santafenm.gov)
Signature Date: 2021-03-11 - 1:48:54 AM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Fran Dunaway (fadunaway@santafenm.gov) for signature
2021-03-11 - 1:48:58 AM GMT

Email viewed by Fran Dunaway (fadunaway@santafenm.gov)
2021-03-11 - 3:15:10 PM GMT- IP address: 104.47.65.254

Document e-signed by Fran Dunaway (fadunaway@santafenm.gov)
Signature Date: 2021-03-11 - 3:19:40 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2021-03-11 - 3:19:40 PM GMT

# City of Santa Fe, New Mexico
## Memorandum

**DATE:** **February 15, 2021**

**TO:** **Alan Webber, Mayor and City Council**

**VIA:** **Mary McCoy, Finance Department Director**
**Fran Dunaway, Chief Procurement Officer**
**Kyra Ochoa, Community Health and Safety Department Acting Director** KO
**Julie Sanchez, Youth and Family Services Division Director** jjs

**FROM:** **Elizabeth Peterson, Children and Youth Program Manager** EP

---

**ITEM AND ISSUE:**
Request for The Food Depot Contract Amendment; Term Extension and Scope of Service (Elizabeth Peterson, Children and Youth Program Manager, empeterson@santafenm.gov, (505)470-3186)

**No change to contract amount**

**BACKGROUND AND SUMMARY:**
The Santa Fe Human Services Committee was established by resolution 2012-3 to assess and advocate for human service needs, coordinate resources to maximize cost-effectiveness, evaluate local human services programs and provide technical assistance to programs. The Responsibilities of the Committee include oversight of the Human Services Fund, review of applications for the fund and making recommendations, and ensuring access to services for all residents of Santa Fe.

The Committee in partnership with the County wishes to ensure that essential services, which include primary health care, access to basic materials goods and services like food and shelter, mental health counseling and related crisis services, are available to our residents. Community organizations funded with Human Services funding participate in CONNECT; a network that helps Santa Feans navigate a complex, sometimes challenging system of care. Organizations collect and track data to show the scope of our community need and our collective impact on that need.

Hunger was a persistent challenge in New Mexico before the COVID-19 public health crisis. The demand for hunger relief increased by 30% after crisis began. The Food Depot has responded to the pandemic by increasing food distribution and decreasing navigation due to public health restrictions. This request amends the Scope of Work to reflect service delivery based on increased need for hunger relief and compliance with public health orders. The number of individuals who receive navigation is decreased in response to public health orders, the number of individuals who receive safety net services at food distribution sites is increased. The total contract amount remains the same.

Navigation: 75 clients at $253 per ($18,975) Safety net: 225 clients at $169 per ($38,025) Total: $57,000 per year

In addition this request includes a contract extension for a term of one (1) year to ensure the continuation of support services to the community in the midst of a pandemic. Organizations have responded to the pandemic and altered and refined operations to serve the community while following public health orders. By extending the contract for a term of one year, organizations who are already burdened with adapting to COVID-19 restrictions can concentrate on delivery of services and resources without the added element of responding to a Referral for Proposal (RFP) process. We propose the RFP is released in March of 2022.

The Committee works cooperatively with the Community Services Department and Youth and Family Services Division staff throughout the year and advises on how to effectively plan, coordinate or support health and human issues in our community. The Committee has reviewed this request and recommends the Scope of Work and contract extension be approved.

**PROCUREMENT METHOD:**
On March 5, 2019, RFP # 19/31/P was issued through the Purchasing Office. The Human Services Committee reviewed requests, made recommendations to the Governing Body and this contract was executed July 12, 2019 for a three (3) year term ending June 30, 2021. With the one year term extension the contract will end June 30th, 2022.

**CONTRACT NUMBER:**
The FY20 Munis contract number is 3200474.

**FUNDING SOURCE:**
The funding source is:
**Fund Name/Number**: Human Service Fund/ 240
**Munis Org Name/Number:** Human Services/ 2400122
**Munis Object Name/Number:** Grants and Services/510400

**ACTION REQUESTED:**
The Community Health and Safety Department and the Youth and Family Services Division respectfully requests your review and approval.

**Signature:** Elizabeth Peterson
Elizabeth Peterson (Feb 18, 2021 12:38 MST)
**Email:** empeterson@santafenm.gov

**Signature:** Julie Sanchez (Feb 18, 2021 13:21 MST)
**Email:** jjsanchez@santafenm.gov

# FOOD DEPOT Memo 021821

Final Audit Report 2021-02-18

| | |
|---|---|
| Created: | 2021-02-18 |
| By: | Michelle Gurule (magurule@ci.santa-fe.nm.us) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAASFaxYaDyTSj0BoTlWF6cCGedNpOkqlM7e |

## "FOOD DEPOT Memo 021821" History

Document created by Michelle Gurule (magurule@ci.santa-fe.nm.us)
2021-02-18 - 6:40:32 PM GMT- IP address: 63.232.20.2

Document emailed to Elizabeth Peterson (empeterson@santafenm.gov) for signature
2021-02-18 - 6:41:05 PM GMT

Email viewed by Elizabeth Peterson (empeterson@santafenm.gov)
2021-02-18 - 7:38:18 PM GMT- IP address: 104.47.65.254

Document e-signed by Elizabeth Peterson (empeterson@santafenm.gov)
Signature Date: 2021-02-18 - 7:38:51 PM GMT - Time Source: server- IP address: 75.161.230.88

Document emailed to Julie Sanchez (jjsanchez@santafenm.gov) for signature
2021-02-18 - 7:38:53 PM GMT

Email viewed by Julie Sanchez (jjsanchez@santafenm.gov)
2021-02-18 - 8:20:18 PM GMT- IP address: 104.47.65.254

Document e-signed by Julie Sanchez (jjsanchez@santafenm.gov)
Signature Date: 2021-02-18 - 8:21:05 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2021-02-18 - 8:21:05 PM GMT

Adobe Sign

**CITY OF SANTA FE**
**AMENDMENT No. 1 TO**
**PROFESSIONAL SERVICES AGREEMENT**
**#19-0586**

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated May 29, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and The Food Depot (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 the navigation and safety net services to adult's ages 18+.

B. Pursuant to Article 14 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 WORK

Article 1, subparagraph C of the Agreement is hereby amended to reflect a change in deliverables so that Section 1, subparagraph C reads in its entirety as follows:

3) Navigation services to a minimum of 75 clients x $253.00 per individual adult/family for a total of $18,975.00.

4) Safety net services to a minimum of 225 clients at $169.00 per individual adult/family for a total of $38,025.00.

2. COMPENSATION

Article 3, Subparagraph A, paragraph 2 of the Agreement is amended to reflect the

changes in client navigation services to 75 clients x $253.00 per individual adult/family at $18,975.00 and safety net services to a minimum of 225 clients x $169.00 per individual adult/family at $38,025.00 . Article 3, Subparagraph A, paragraph 2 reads in it's entirety as follows:

2) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of two hundred and fifty three dollars ($253.00) per unduplicated person served for Tier II services and one hundred and sixty nine dollars ($169.00) per individual adult/family receiving safety net services in FY21 for up to a total of fifty-seven thousand dollars ($57,000.00), including gross receipts tax..

3. TERM

Article 3, of the Agreement is hereby amended to reflect a change in term so that Article 3 reads in its entirety as follows:

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30th 2022** unless terminated pursuant to paragraph 4 (Termination), or paragraph (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.

3. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and

shall remain in full force and effect, in accordance with its terms.

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

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

Date: _____

ATTEST:

_____
KRISTINE MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jan 14, 2021 09:32 MST)
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY T. MCCOY, FINANCE DIRECTOR

2400122.510400 AL
AL
MUNIS ORG/OBJ

CONTRACTOR:
The Food Depot

Sherry S. Hooper, Executive Director
NAME & TITLE

Date: January 18, 2021

# 2020 12 22 Amendment 1 Food Depot EP

Final Audit Report 2021-01-14

| | |
|---|---|
| Created: | 2021-01-12 |
| By: | Irene Romero (ikromero@ci.santa-fe.nm.us) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAS7kgPY5iXcmBs-a-llGyTLV0pAfmJl0M |

## "2020 12 22 Amendment 1 Food Depot EP" History

Document created by Irene Romero (ikromero@ci.santa-fe.nm.us)
2021-01-12 - 4:22:51 PM GMT- IP address: 63.232.20.2

Document emailed to Marcos Martinez (mdmartinez@santafenm.gov) for signature
2021-01-12 - 4:23:14 PM GMT

Email viewed by Marcos Martinez (mdmartinez@santafenm.gov)
2021-01-12 - 4:29:12 PM GMT- IP address: 174.56.49.116

Email viewed by Marcos Martinez (mdmartinez@santafenm.gov)
2021-01-14 - 4:32:32 PM GMT- IP address: 104.47.64.254

Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)
Signature Date: 2021-01-14 - 4:32:40 PM GMT - Time Source: server- IP address: 174.56.49.116

Agreement completed.
2021-01-14 - 4:32:40 PM GMT

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ITEM # 19-0586

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT
Tier II Navigation Services

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **THE FOOD DEPOT**, 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. **Definitions.**

*a.* Safety Net Services: Social welfare services provided by state and local government and non-profit agencies intended to eliminate or reduce potentially dangerous or life-threatening conditions of poverty.

*b.* Navigation: the function of linking clients with essential health and community services, performed by a navigator who coordinates care and services across siloed mental, behavioral, and physical health care delivery systems, leading to greater holistic and person-centered care. Navigation assists individuals in overcoming barriers to care and increases their engagement and active participation in care.

*c.* Food Insecure: lacking reliable access to a sufficient quantity of affordable, nutritious food.

*d.* Binge Drinking: the consumption of an excessive amount of alcohol in a short period of time. https://www.cdc.gov/alcohol/fact-sheets/binge-drinking.htm

*e.* Homelessness: the circumstance of being without a permanent dwelling, such as a house or apartment.

*f.* Unemployment: the circumstance of being without a paid job while available to work.

*g.* Openness and Acceptance: a condition where inclusion into a larger social group and access to needed resources are available to all, regardless of ethnicity, sexual orientation, country of origin, age, or gender.

*h.* Warm hand off: A warm hand off is a referral conducted in person, between two members of a navigation team, in front of the client (and family if present).

*i.* Health Insurance Portability and Accountability Act (HIPAA): HIPAA (Health Insurance Portability and Accountability Act of 1996) is United States legislation that provides data privacy and security provisions for safeguarding medical information. The HIPAA Privacy Rule applies to organizations that are considered HIPAA-covered entities, including health plans, healthcare clearinghouses and

healthcare providers. In addition, the HIPAA Privacy Rule requires covered entities that work with a HIPAA business associate to produce a contract that imposes specific safeguards on the protected health information (PHI) that the business associate uses or discloses.

*j.* Protected Health Information (PHI): The HIPAA Privacy Rule protects all individually identifiable health information that is held or transmitted by a covered entity or a business associate. This information can be held in any form, including digital, paper or oral. This individually identifiable health information is also known as PHI under the Privacy Rule. PHI includes:

i. a patient's name, address, birth date and Social Security number;
ii. an individual's physical or mental health condition;
iii. any care provided to an individual; or
iv. information concerning the payment for the care provided to the individual that identifies the patient, or information for which there is a reasonable basis to believe could be used to identify the patient.
v. The HIPAA Privacy Rule does not consider employment records -- including information about education, as well as other records subject to or defined in the Family Educational Rights and Privacy Act -- as PHI. For de-identified data, however, there are no restrictions to its use or disclosure. De-identified data does not identify or provide information that could identify an individual.

*k.* HIPAA Business Associate Agreement (BAA): Under HIPAA, a HIPAA business associate agreement (BAA) is a contract between a HIPAA-covered entity and a HIPAA business associate (BA). The contract protects PHI in accordance with HIPAA guidelines.

*l.* Memorandum of Understanding (MOU): A non-binding agreement between two or more parties outlining the terms and details of an understanding including each parties' requirements and responsibilities.

**<u>This Space Intentionally Left Blank</u>**

2. **Scope of Work.**

Tier II: Safety Net Services Delivery and Navigation Services (ages 18+)

| Funding Category/Goal Area | Indicators |
|---|---|
| ☐ Adult Health | ☐ Chronic disease rates (Heart disease, diabetes, cancer, and obesity)<br>☐ Rate of adults consuming 5+ fruits and veggies daily<br>☐ Rate of adults meeting recommended physical activity levels (150 minutes of aerobic physical activity per week)<br>☐ % Women receiving prenatal care in 1st trimester |
| ☐ Behavioral Health | ☐ % Current depression (past 2 weeks)<br>☐ Suicide death rates<br>☐ % Binge drinking (past 30 days)<br>☐ Alcohol-related deaths<br>☐ Drug-overdose deaths<br>☐ Untreated adults with mental illness |
| ☐ Community Safety | ☐ Fall-related deaths<br>☐ Homelessness rate<br>☐ Domestic Violence rate |
| ☒ Equitable Society | ☐ % Unemployment<br>☒ % Food insecure households<br>☐ % Adults Age 25+ with Post-Secondary education<br>☐ Openness and acceptance of community toward people of diverse backgrounds |

A. The Contractor shall perform the following work:

1) Navigation and/or safety net services in the above-selected funding category/goal area to impact the selected indicator(s).

   a. Navigation services to a minimum of 1,000 unduplicated adult individuals and/or families x $53.68 per individual adult/family.

2) 1) Navigation and/or safety net services to City of Santa Fe resident's ages 18+.

3) Ensure navigator is experienced and qualified and engages in continued educational opportunities on an annual basis to increase professional qualifications.

4) Assess clients' social needs, including safe and secure housing, nutritious food, reliable utilities and transportation, and access to health insurance, employment and education. Collect client demographic data, Emergency

Room (ER) and jail use data if relevant, and data on those indicators pertinent for the population served, i.e. chronic disease, suicide, alcohol, drug abuse, and access to healthy food.

5) Deliver navigation services tailored to the individual's priorities that are culturally relevant and based on a team approach of service delivery that reflects cross-agency collaboration. This includes:

    a. Development of a navigation plan with the individual that sets appropriate goals, such as addressing safe and secure housing, food, utilities and transportation, health system enrollment, access and navigation, education and literacy, preventive care and treatment, chronic disease management, and effective social and community referrals.

    b. Identification of community and social resources tailored to the individual's needs and interaction with a network/team to address priorities of the navigation plan, develop sustainable relationships with community resources, and provide and document a "warm hand-off." Referrals will be considered complete if a sustained relationship has been verified by the individual and service provider and documented by the navigator.

6) Use an agreed-upon IT system to be determined by the City of Santa Fe's Community Services Department and the Human Services Committee. This includes participation in data sharing with other community and social organizations on activities related to navigation plans with consent of the clients served and requires MOUs/BAA's with community partners, to be negotiated with the assistance of the City of Santa. Share aggregate and non-medical client data with other City of Santa Fe and Santa Fe County-funded partners.

7) Provide Program Manager or other appointed City staff with quarterly data on performance measures, outcomes of navigation, demographics, and number of clients served.

8) Survey individuals-served annually to assess their continued engagement with needed resources and satisfaction with service delivery and/or Tier II navigation services.

9) Ensure navigators receive training on HIPAA standards and adhere to all HIPAA policies and requirements.

10) Ensure as appropriate that clients served are from underserved communities e.g. American Indian/Alaska Native, Hispanic, and African American/Black

with a priority serving low to very low-income households.

B. *Performance Measures:*

Contractor shall substantially perform the following:

1) # Clients helped by navigator, # Clients screened using the social needs screening tool; and

2) # or % of food distributed in Santa Fe County; # of agencies with improved nutrition; and

3) # or % of clients served by the Navigator reporting an improvement in circumstances or positive change in social determinants of health.

C. *Deliverables:*

1) Annual report and three quarterly reports documenting outcomes of navigation, including a year-end summary of City grant related expenses plus additional material as requested by the Human Service Committee or City of Santa Fe Community Services Department/Youth and Family Services Division.

2) The receipt of the deliverables contemplated under this Agreement shall assist the City and Human Services Committee in obtaining its goal(s) as set forth in its Strategic Plan on page(s) 1-4.

**2. Compensation.**

A. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed [$114,000.00].

1) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of fifty three dollars and sixty eight cents ($53.68) per unduplicated person served for Tier II services in FY20, up to a total of fifty-seven thousand dollars ($57,000.00), including gross receipts tax.

2) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of fifty three dollars and sixty eight cents ($53.68) per unduplicated person served for Tier II services in FY21, up to a total of fifty-seven thousand dollars ($57,000.00), including gross receipts tax.

B. Payment in FY21 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 fifteen (15) 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 30th 2021** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

**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. Non-Collusion.**

In signing this Agreement, the Vendor/Contractor certifies the Vendor/Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City.

**10. 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.

**11. 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.

**12. 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.

**13. 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.

**14. 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.

**15. 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.

**16. 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.

**17. 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.

**18. 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.

**19. 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.

**20. 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.

**21. Other Insurance**

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

A. 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.

**22. Records and Financial Audit.**

The City or city contractor shall have the right, at reasonable times and at a site designated by the City, to audit financial expenditures of City grant funding, documents, files and records of the Contractor to the extent that the finances, documents, files and records related to costs or accuracy of reimbursement for outcome or deliverable. The Contractor shall give full and free access to all records to the City and/or their authorized representative. The Contractor shall maintain detailed records that indicate the date, 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. If offering Navigation Services, records must indicate that the City is the sole payor per client billed for. 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.

**23. Indemnification.**

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

**24. New Mexico Tort Claims Act**

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any

limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

**25. 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.

**26. 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.

**27. 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: [Julie Sanchez, Program Manager, 500 Market Station Suite 200, jjsanchez@ci.santa-fe.nm.us].

To the Contractor: [The Food Depot, 1222 A Siler Road, shooper@thefooddepot.org].

**28. 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.

**29. Site Visits.**

At any time during the contract period the director or designee of the COMMUNITY SERVICES DEPARTMENT may perform a site visit to contracted sites to review programming and meet with participants. Members of the oversight body will be informed and invited to participate, this may include community partners and program co-funders.

**30. Reporting.**

Grantees shall submit Quarterly Reports on the programmatic accomplishments made toward the goals of the grant agreement. Quarterly reports are due to the YOUTH AND FAMILY SERVICES DIVISION or COMMUNITY SERVICES DEPARTMENT Program Manager no later than the 15th of the month subsequent to the Quarter end date with the exception of the 4th quarter which is due July 5th. If the 15th falls on a weekend reports will be due the following Monday by close of business. Quarterly Reports shall include the following:

A. Total Amount of funds received, Amount of funds received that were expended for programs; Number of adults served in the current quarter (if not already included in

reporting template); reporting template with attachments or reporting as requested by DIVISION, DEPARTMENT or the COMMISSION.

| **B. Fiscal Year Quarters:** | **Reports Due:** |
|---|---|
| Quarter 1: July-September | October 15th |
| Quarter 2: October-December | January 15th |
| Quarter 3: January-March | April 15th |
| Quarter 4: April-June | July 5th |

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 M. WEBBER, MAYOR

DATE: 7/12/19

CONTRACTOR:
The Food Depot

NAME: Sherry F. Hooper
TITLE: Executive Director

DATE: 7-3-19

CRS# EXEMPT
REGISTRATION# 19-00059520

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
BCC mtg. 5.29.2019

APPROVED AS TO FORM:

for ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY T. MCCOY, FINANCE DIRECTOR

22763.510400
Business Unit Line Item

**SANCHEZ, JULIE J.**

**From:** Chris Blumenstein <navigator@thefooddepot.org>
**Sent:** Friday, December 11, 2020 1:47 PM
**To:** SANCHEZ, JULIE J.
**Cc:** Jill Dixon
**Subject:** The Food Depot grant revision proposal FY '20-'21

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 Julie,

I hope your week is wrapping up nicely and you're looking forward to the weekend. Here is our revision proposal as discussed.

Navigation: 75 clients at $253 per ($18,975)
Safety net: 225 clients at $169 per ($38,025)

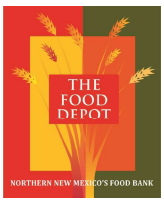
Thank you,

Chris

--

Chris Blumenstein, LCSW
Resource Navigator

[The Food Depot provided over 5.6 million meals between March and the end of September as part of its COVID-19 Response. The work continues. Make a difference by volunteering or donating today.]

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Santa Fe, NM 87507
*mobile: (505) 470-2236*
*fax: (505) 471-2025*

# CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: THE FOOD DEPOT

Procurement Title: RFP#19/31/P

Procurement Method: State Price Agreement ☐ *Cooperative* ☐ *Sole Source* ☐ *Other* ☐ _____

*Exempt* ☐ *Request For Proposal (*RFP) ☒ *Invitation To Bid (ITB)* ☐ *Contract under 60K* ☐ *Contract over 60K* ☐

Department Requesting Community Health and Safety Department Staff Name Elizabeth Peterson

**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: _____ |

Elizabeth Peterson | Children and Youth Program Manager | 2/15/2021
Department Rep Printed Name (attesting that all information included) | Title | Date

Fran Dunaway
Fran Dunaway (Mar 17, 2021 08:56 MDT)

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

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

*

# City of Santa Fe

## Real Estate Summary of Contracts, Agreements, Amendments & Leases

**Section to be completed by department**

1. Munis Contract # **3200474**

Contractor: **The Food Depot**

Description: **Human Services Committee recommended adult services FY 19-21**

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ☉

Term Start Date: **July 12, 2019** Term End Date: **June, 30, 2021**

☑ Approved by Council Date: **5/29/19**

**Contract / Lease:** **HSC recommended services for FY 19-21**

Amendment # **1** to the Original Contract / Lease # **19-05886**

Increase/(Decrease) Amount $ **n/a**

Extend Termination Date to: **June 30, 2022**

☐ Approved by Council Date:

**Amendment is for:**

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

**Extension of term for one (1) year and revise scope of work.**

3. **Procurement History:** **RFP#19/31/P**

Fran Dunaway (Mar 17, 2021 08:56 MDT)

Purchasing Officer Review: Date: Mar 17, 2021

Comment & Exceptions: Extend & increase comp- 7/12/21 -6/30/22

4. **Funding Source:** **Human Service Fund/ 240** **Org / Object:** **2400122/510400**

Alexis Lotero

Alexis Lotero (Mar 16, 2021 16:53 MDT)

Budget Officer Approval: Date: Mar 16, 2021

Comment & Exceptions:

**Staff Contact who completed this form:** **Elizabeth Peterson** Phone # **(505) 470-3186**

Email: **empeterson@santafenm.gov**

**To be recorded by City Clerk:**

Clerk #

Date of Execution:

# City of Santa Fe

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

## BUSINESS REGISTRATION

**Business Name:** THE FOOD DEPOT
DBA: THE FOOD DEPOT

**Business Location:** 1222 SILER RD
SANTA FE, NM 87505

**Owner:** JUDITH SCARVIE

**License Number:** 225105

**Issued Date:** January 28, 2021

**Expiration Date:** January 28, 2022

**CRS Number:** 02-267847-00-6

**License Type:** Business License - Renewable

**Classification:** Business Registration - Food Sales

**Fees Paid:** $35.00

THE FOOD DEPOT
1222 SILER RD A
SANTA FE , NM 87505

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

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

**TO BE POSTED IN A CONSPICUOUS PLACE**

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/17/2020

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<br>Daniels Insurance, Inc.-Santa Fe<br>805 St. Michaels Drive<br><br>Santa Fe NM 87505 | CONTACT NAME: Marcella Nellist<br>PHONE (A/C, No, Ext): (505) 982-4302 FAX (A/C, No): (505) 989-9186<br>E-MAIL ADDRESS: mnellist@danielsinsuranceinc.com |
| | INSURER(S) AFFORDING COVERAGE — NAIC # |
| | INSURER A : Cincinnati Insurance Companies |
| INSURED (505) 471-1633<br>Food Depot, Inc.<br><br>1222A Siler Road<br><br>Santa Fe NM 87507 | INSURER B : New Mexico Assurance Company — 13675<br>INSURER C : United States Liability Insura — 25895<br>INSURER D :<br>INSURER E :<br>INSURER F : |

**COVERAGES** **CERTIFICATE NUMBER:** Cert ID 28759 **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ 1,000,000 |
| | [ ] CLAIMS-MADE [X] OCCUR | | | EPP 0214646 | 10/12/2020 | 10/12/2021 | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 500,000 |
| | | | | | | | MED EXP (Any one person) | $ 10,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | X POLICY [ ] PRO-JECT [ ] LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | OTHER: | | | | | | Empl Benefits Liab | $ 1M/3M |
| A | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | X ANY AUTO | | | EPP 0214646 | 10/12/2020 | 10/12/2021 | BODILY INJURY (Per person) | $ |
| | [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| A | X UMBRELLA LIAB X OCCUR | | | EPP 0214646 | 10/12/2020 | 10/12/2021 | EACH OCCURRENCE | $ 1,000,000 |
| | EXCESS LIAB [ ] CLAIMS-MADE | | | | | | AGGREGATE | $ 1,000,000 |
| | DED X RETENTION $ none | | | | | | | $ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N | | | 20870.123 | 10/13/2020 | 10/13/2021 | X PER STATUTE [ ] OTH-ER | |
| | ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) | N / A | | | | | E.L. EACH ACCIDENT | $ 100,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 100,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 500,000 |
| C | Directors and Officers | | | NDO1559745C | 10/13/2020 | 10/13/2021 | Limit | $ 1,000,000 |
| C | Employment Practices Liab | | | NDO1559745C | 10/13/2020 | 10/13/2021 | Limit | $ 1,000,000 |

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

General liability policy contain a Blanket Additional Insured provision that establishes the scope of Additional Insured coverage granted to the Certificate Holder. Where permitted by state law, and per a Blanket Waiver of Subrogation Endorsement, the Insurer waives its right to subrogate against the Certificate Holder by reason of payments made under the General liability policy but only under the circumstances stated in the policies.

**CERTIFICATE HOLDER**

City of Santa Fe
Community Services Department
200 Lincoln Ave Room 122

Santa Fe NM 87501

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

**Signature:** Kyra Ochoa (Mar 8, 2021 14:30 CST)

**Email:** krochoa@santafenm.gov

# GB COMMUNITY HEALTH & SAFETY-FOOD DEPOT AMENDMENT.

Final Audit Report 2021-03-08

| | |
|---|---|
| Created: | 2021-03-08 |
| By: | Michelle Gurule (magurule@ci.santa-fe.nm.us) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAyHa_kLPBGNozE9rmj-m82IOkBNAhJddm |

## "GB COMMUNITY HEALTH & SAFETY-FOOD DEPOT AMEND MENT." History

Document created by Michelle Gurule (magurule@ci.santa-fe.nm.us)
2021-03-08 - 8:12:22 PM GMT- IP address: 63.232.20.2

Document emailed to Kyra Ochoa (krochoa@santafenm.gov) for signature
2021-03-08 - 8:12:56 PM GMT

Email viewed by Kyra Ochoa (krochoa@santafenm.gov)
2021-03-08 - 8:28:33 PM GMT- IP address: 174.219.20.232

Document e-signed by Kyra Ochoa (krochoa@santafenm.gov)
Signature Date: 2021-03-08 - 8:30:52 PM GMT - Time Source: server- IP address: 174.219.20.232

Agreement completed.
2021-03-08 - 8:30:52 PM GMT

# GB COMMUNITY HEALTH AND SAFETY FOOD DEPOT AMENDMENT

Final Audit Report 2021-03-17

| | |
|---|---|
| Created: | 2021-03-15 |
| By: | Jimmy Tapia (jptapia@ci.santa-fe.nm.us) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAII85I3EwTIxMJ-wiceDsFaI-p5NxF7As |

## "GB COMMUNITY HEALTH AND SAFETY FOOD DEPOT AME NDMENT" History

Document created by Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
2021-03-15 - 4:23:45 PM GMT- IP address: 63.232.20.2

Document emailed to Alexis Lotero (aclotero@santafenm.gov) for signature
2021-03-15 - 4:26:09 PM GMT

Email viewed by Alexis Lotero (aclotero@santafenm.gov)
2021-03-16 - 10:51:40 PM GMT- IP address: 104.47.64.254

Document e-signed by Alexis Lotero (aclotero@santafenm.gov)
Signature Date: 2021-03-16 - 10:53:06 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Fran Dunaway (fadunaway@santafenm.gov) for signature
2021-03-16 - 10:53:10 PM GMT

Email viewed by Fran Dunaway (fadunaway@santafenm.gov)
2021-03-17 - 2:53:54 PM GMT- IP address: 104.47.65.254

Document e-signed by Fran Dunaway (fadunaway@santafenm.gov)
Signature Date: 2021-03-17 - 2:56:24 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2021-03-17 - 2:56:24 PM GMT

# City of Santa Fe, New Mexico
## Memorandum

**DATE:** **February 15, 2021**

**TO:** **Alan Webber, Mayor and City Council**

**VIA:** **Mary McCoy, Finance Department Director**
**Fran Dunaway, Chief Procurement Officer**
**Kyra Ochoa, Community Health and Safety Department Acting Director** KO
**Julie Sanchez, Youth and Family Services Division Director** JJS

**FROM:** **Elizabeth Peterson, Children and Youth Program Manager** EP

---

**ITEM AND ISSUE:**
Request for HSC Contract Term Extension; all contractors (Elizabeth Peterson, Children and Youth Program Manager, empeterson@santafenm.gov, (505)470-3186)

**No change to contract amounts.**

**BACKGROUND AND SUMMARY:**
The Santa Fe Human Services Committee (HSC) was established by resolution 2012- in 2012 to assess and advocate for human service needs, coordinate resources to maximize cost-effectiveness, evaluate local human services programs and provide technical assistance to programs. The Responsibilities of the Committee include oversight of the Human Services Fund, review of applications for the fund and making recommendations, and ensuring access to services for all residents of Santa Fe.

The Committee in partnership with the County wishes to ensure that essential services, which include primary health care, access to basic materials goods and services like food and shelter, mental health counseling and related crisis services, are available to our residents. Community organizations funded with Human Services funding participate in CONNECT; a network that helps Santa Feans navigate a complex, sometimes challenging system of care. Organizations collect and track data to show the scope of our community need and our collective impact on that need.

This is a request to amend Human Service funded contracts with a contract extension for a term of one (1) year to ensure the continuation of support services to the community in the midst of a pandemic. Organizations have responded to the pandemic and altered and refined operations to serve the community while following public health orders. By extending the contract for a term of one year, organizations who are already burdened with adapting to COVID-19 restrictions can concentrate on delivery of services and resources without the added element of responding to a Referral for Proposal (RFP) process. We propose that a Human Service fund RFP is released in March of 2022.

The Committee works cooperatively with the Community Services Department and Youth and Family Services Division staff throughout the year and advises on how to effectively plan, coordinate or support health and human issues in our community. The Committee has reviewed this request and recommends the Scope of Work and contract extension be approved.

**PROCUREMENT METHOD:**
On March 5, 2019, RFP # 19/31/P was issued through the Purchasing Office. The Human Services Committee reviewed requests, made recommendations to the Governing Body and contracts were executed

July 12, 2019 for a three (3) year term ending June 30, 2021**.** With a one year term extension, contracts will end June 30th, 2022**.**

**CONTRACT NUMBER:**
Multiple award recommendations were made by the Human Services Committee**. (Please reference Appendix A for the Munis Contract Numbers)**

**FUNDING SOURCE:**
The funding source is:
**Fund Name/Number**: Human Service Fund/ 240
**Munis Org Name/Number:** Human Services/ 2400122
**Munis Object Name/Number:** Grants and Services/510400

**ACTION REQUESTED:**
The Community Health and Safety Department and the Youth and Family Services Division respectfully requests your review and approval**.**

**Signature:** Elizabeth Peterson
Elizabeth Peterson (Feb 23, 2021 13:24 MST)

**Email:** empeterson@santafenm.gov

**Signature:** 
Julie Sanchez (Feb 23, 2021 13:28 MST)

**Email:** jjsanchez@santafenm.gov

# HSC Term Extension Contract Amendments Memo

Final Audit Report 2021-02-23

| | |
|---|---|
| Created: | 2021-02-23 |
| By: | Michelle Gurule (magurule@ci.santa-fe.nm.us) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAA_XZqtctFYFM8vLgOIlqGDao6rvaJDNXY |

## "HSC Term Extension Contract Amendments Memo" History

Document created by Michelle Gurule (magurule@ci.santa-fe.nm.us)
2021-02-23 - 8:22:09 PM GMT- IP address: 63.232.20.2

Document emailed to Elizabeth Peterson (empeterson@santafenm.gov) for signature
2021-02-23 - 8:23:08 PM GMT

Email viewed by Elizabeth Peterson (empeterson@santafenm.gov)
2021-02-23 - 8:23:28 PM GMT- IP address: 104.47.64.254

Document e-signed by Elizabeth Peterson (empeterson@santafenm.gov)
Signature Date: 2021-02-23 - 8:24:11 PM GMT - Time Source: server- IP address: 75.161.230.88

Document emailed to Julie Sanchez (jjsanchez@santafenm.gov) for signature
2021-02-23 - 8:24:13 PM GMT

Email viewed by Julie Sanchez (jjsanchez@santafenm.gov)
2021-02-23 - 8:27:38 PM GMT- IP address: 104.47.65.254

Document e-signed by Julie Sanchez (jjsanchez@santafenm.gov)
Signature Date: 2021-02-23 - 8:28:13 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2021-02-23 - 8:28:13 PM GMT

POWERED BY Adobe Sign

**CITY OF SANTA FE**
**AMENDMENT No. 1 TO**
**PROFESSIONAL SERVICES AGREEMENT**
**#19-0590**

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated May 29, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and KITCHEN ANGELS (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 the navigation and safety net services to adult's ages 18+.

B. Pursuant to Article 14 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. TERM

Article 3, of the Agreement is hereby amended to reflect a change in term so that Article 3 reads in its entirety as follows:

> THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30th 2022** unless terminated pursuant to paragraph 4 (Termination), or paragraph (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.

2. AGREEMENT IN FULL FORCE.

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

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

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

Date:_____

CONTRACTOR:
Kitchen Angels

Tony Stacy Exec Director
NAME & TITLE

Date: 11 January 2021
CRS# Exempt
Business Registration#224767

ATTEST:

_____
KRISTINE MIHELCIC CITY CLERK

APPROVED AS TO FORM:

Marcos Martinez
Marcos Martinez (Jan 11, 2021 14:13 MST)

_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY T. MCCOY, FINANCE DIRECTOR

24100122.510400 AL
MUNIS ORG/OBJ AL

# 2021 01 11 Amendment 1 Kitchen Angels

Final Audit Report 2021-01-11

| | |
|---|---|
| Created: | 2021-01-11 |
| By: | Irene Romero (ikromero@ci.santa-fe.nm.us) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAIikRfZRGhJdSkSIftC9Zb2sPJe8rCnpG |

## "2021 01 11 Amendment 1 Kitchen Angels" History

Document created by Irene Romero (ikromero@ci.santa-fe.nm.us)
2021-01-11 - 9:10:30 PM GMT- IP address: 63.232.20.2

Document emailed to Marcos Martinez (mdmartinez@santafenm.gov) for signature
2021-01-11 - 9:10:58 PM GMT

Email viewed by Marcos Martinez (mdmartinez@santafenm.gov)
2021-01-11 - 9:12:39 PM GMT- IP address: 174.56.49.116

Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)
Signature Date: 2021-01-11 - 9:13:03 PM GMT - Time Source: server- IP address: 174.56.49.116

Agreement completed.
2021-01-11 - 9:13:03 PM GMT

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ITEM # 19-0590

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT
Tier II Navigation Services

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **KITCHEN ANGELS** 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. **Definitions.**
   *a.* Safety Net Services: Social welfare services provided by state and local government and non-profit agencies intended to eliminate or reduce potentially dangerous or life-threatening conditions of poverty.

   *b.* Navigation: the function of linking clients with essential health and community services, performed by a navigator who coordinates care and services across siloed mental, behavioral, and physical health care delivery systems, leading to greater holistic and person-centered care. Navigation assists individuals in overcoming barriers to care and increases their engagement and active participation in care.

   *c.* Food Insecure: lacking reliable access to a sufficient quantity of affordable, nutritious food.

   *d.* Binge Drinking: the consumption of an excessive amount of alcohol in a short period of time. https://www.cdc.gov/alcohol/fact-sheets/binge-drinking.htm

   *e.* Homelessness: the circumstance of being without a permanent dwelling, such as a house or apartment.

   *f.* Unemployment: the circumstance of being without a paid job while available to work.

   *g.* Openness and Acceptance: a condition where inclusion into a larger social group and access to needed resources are available to all, regardless of ethnicity, sexual orientation, country of origin, age, or gender.

   *h.* Warm hand off: A warm hand off is a referral conducted in person, between two members of a navigation team, in front of the client (and family if present).

   *i.* Health Insurance Portability and Accountability Act (HIPAA): HIPAA (Health Insurance Portability and Accountability Act of 1996) is United States legislation that provides data privacy and security provisions for safeguarding medical information. The HIPAA Privacy Rule applies to organizations that are considered HIPAA-covered entities, including health plans, healthcare clearinghouses and

healthcare providers. In addition, the HIPAA Privacy Rule requires covered entities that work with a HIPAA business associate to produce a contract that imposes specific safeguards on the protected health information (PHI) that the business associate uses or discloses.

*j.* Protected Health Information (PHI): The HIPAA Privacy Rule protects all individually identifiable health information that is held or transmitted by a covered entity or a business associate. This information can be held in any form, including digital, paper or oral. This individually identifiable health information is also known as PHI under the Privacy Rule. PHI includes:

i. a patient's name, address, birth date and Social Security number;
ii. an individual's physical or mental health condition;
iii. any care provided to an individual; or
iv. information concerning the payment for the care provided to the individual that identifies the patient, or information for which there is a reasonable basis to believe could be used to identify the patient.
v. The HIPAA Privacy Rule does not consider employment records -- including information about education, as well as other records subject to or defined in the Family Educational Rights and Privacy Act -- as PHI. For de-identified data, however, there are no restrictions to its use or disclosure. De-identified data does not identify or provide information that could identify an individual.

*k.* HIPAA Business Associate Agreement (BAA): Under HIPAA, a HIPAA business associate agreement (BAA) is a contract between a HIPAA-covered entity and a HIPAA business associate (BA). The contract protects PHI in accordance with HIPAA guidelines.

*l.* Memorandum of Understanding (MOU): A non-binding agreement between two or more parties outlining the terms and details of an understanding including each parties' requirements and responsibilities.

**<u>This Space Intentionally Left Blank</u>**

2. **Scope of Work.**

Tier II: Safety Net Services Delivery and Navigation Services (ages 18+)

| Funding Category/Goal Area | Indicators |
|---|---|
| ☐ Adult Health | ☐ Chronic disease rates (Heart disease, diabetes, cancer, and obesity)<br>☐ Rate of adults consuming 5+ fruits and veggies daily<br>☐ Rate of adults meeting recommended physical activity levels (150 minutes of aerobic physical activity per week)<br>☐ % Women receiving prenatal care in 1st trimester |
| ☐ Behavioral Health | ☐ % Current depression (past 2 weeks)<br>☐ Suicide death rates<br>☐ % Binge drinking (past 30 days)<br>☐ Alcohol-related deaths<br>☐ Drug-overdose deaths<br>☐ Untreated adults with mental illness |
| ☐ Community Safety | ☐ Fall-related deaths<br>☐ Homelessness rate<br>☐ Domestic Violence rate |
| ☒ Equitable Society | ☐ % Unemployment<br>☒ % Food insecure households<br>☐ % Adults Age 25+ with Post-Secondary education<br>☐ Openness and acceptance of community toward people of diverse backgrounds |

A. The Contractor shall perform the following work:

1) Navigation and/or safety net services in the above-selected funding category/goal area to impact the selected indicator(s).

   a. Navigation services to a minimum of 215 unduplicated adult individuals and/or families x $29.03 per individual adult/family.

   b. Safety net services to minimum of 15.95 unduplicated adult individuals and/or families x $2,741.88 per individual adult/family.

2) Navigation and/or safety net services to City of Santa Fe resident's ages 18+.

3) Ensure navigator is experienced and qualified and engages in continued educational opportunities on an annual basis to increase professional qualifications.

4) Assess clients' social needs, including safe and secure housing, nutritious

food, reliable utilities and transportation, and access to health insurance, employment and education. Collect client demographic data, Emergency Room (ER) and jail use data if relevant, and data on those indicators pertinent for the population served, i.e. chronic disease, suicide, alcohol, drug abuse, and access to healthy food.

5) Deliver navigation services tailored to the individual's priorities that are culturally relevant and based on a team approach of service delivery that reflects cross-agency collaboration. This includes:

    a. Development of a navigation plan with the individual that sets appropriate goals, such as addressing safe and secure housing, food, utilities and transportation, health system enrollment, access and navigation, education and literacy, preventive care and treatment, chronic disease management, and effective social and community referrals.

    b. Identification of community and social resources tailored to the individual's needs and interaction with a network/team to address priorities of the navigation plan, develop sustainable relationships with community resources, and provide and document a "warm hand-off." Referrals will be considered complete if a sustained relationship has been verified by the individual and service provider and documented by the navigator.

6) Use an agreed-upon IT system to be determined by the City of Santa Fe's Community Services Department and the Human Services Committee. This includes participation in data sharing with other community and social organizations on activities related to navigation plans with consent of the clients served and requires MOUs/BAA's with community partners, to be negotiated with the assistance of the City of Santa. Share aggregate and non-medical client data with other City of Santa Fe and Santa Fe County-funded partners.

7) Provide Program Manager or other appointed City staff with quarterly data on performance measures, outcomes of navigation, demographics, and number of clients served.

8) Survey individuals-served annually to assess their continued engagement with needed resources and satisfaction with service delivery and/or Tier II navigation services.

9) Ensure navigators receive training on HIPAA standards and adhere to all HIPAA policies and requirements.

10) Ensure as appropriate that clients served are from underserved communities e.g. American Indian/Alaska Native, Hispanic, and African American/Black with a priority serving low to very low-income households.

*B.* *Performance Measures:*

Contractor shall substantially perform the following:

1) # Clients helped by navigator, # Clients screened using the social needs screening tool; and

2) # or % reported improved health; # or % reported improved diet; # or % reported improved reported improvement to afford basic needs; and

3) # or % of clients served by the Navigator reporting an improvement in circumstances or positive change in social determinants of health.

C. *Deliverables:*

1) Annual report and three quarterly reports documenting outcomes of navigation, including a year-end summary of City grant related expenses plus additional material as requested by the Human Service Committee or City of Santa Fe Community Services Department/Youth and Family Services Division.

2) The receipt of the deliverables contemplated under this Agreement shall assist the City and Human Services Committee in obtaining its goal(s) as set forth in its Strategic Plan on page(s) 1-4.

**2. Compensation.**

A. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed [$100,000.00].

1) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of twenty nine dollars and three cents ($29.03) per unduplicated person served for Tier II services, and at the rate of up to two thousand seven hundred and forty-one dollars and eighty-eighty cents ($2,741.88) per unduplicated person served for Tier I services in FY20 for up to a total of fifty thousand dollars ($50,000.00), including gross receipts tax.

2) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of twenty nine dollars and three cents ($29.03) per unduplicated person served for Tier II services, and at the rate of up to two thousand seven hundred and forty-one dollars and eighty-eighty cents ($2,741.88) per unduplicated person served for Tier I services in FY21 for up to a total of fifty thousand dollars ($50,000.00), including gross receipts tax.

B. Payment in FY21 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 fifteen (15) 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 30th 2021** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

**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. Non-Collusion.**

In signing this Agreement, the Vendor/Contractor certifies the Vendor/Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City.

**10. 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.

**11. 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.

**12. 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.

**13. 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.

**14. 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.

**15. 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.

**16. 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.

**17. 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.

**18. 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.

**19. 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.

**20. 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.

**21. Other Insurance**

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

A. 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.

**22. Records and Financial Audit.**

The City or city contractor shall have the right, at reasonable times and at a site designated by the City, to audit financial expenditures of City grant funding, documents, files and records of the Contractor to the extent that the finances, documents, files and records related to costs or accuracy of reimbursement for outcome or deliverable. The Contractor shall give full and free access to all records to the City and/or their authorized representative. The Contractor shall maintain detailed records that indicate the date, 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. If offering Navigation Services, records must indicate that the City is the sole payor per client billed for. 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.

**23. Indemnification.**

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

**24. New Mexico Tort Claims Act**

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

**25. 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.

**26. 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.

**27. 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: [Julie Sanchez, Program Manager, 500 Market Station Suite 200, jjsanchez@ci.santa-fe.nm.us].

To the Contractor: [Kitchen Angels, 1222 Siler Road, tmccarty@kitchenangels.org].

**28. 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.

**29. Site Visits.**

At any time during the contract period the director or designee of the COMMUNITY SERVICES DEPARTMENT may perform a site visit to contracted sites to review programming and meet with participants. Members of the oversight body will be informed and invited to participate, this may include community partners and program co-funders.

**30. Reporting.**

Grantees shall submit Quarterly Reports on the programmatic accomplishments made toward the goals of the grant agreement. Quarterly reports are due to the YOUTH AND FAMILY SERVICES DIVISION or COMMUNITY SERVICES DEPARTMENT Program Manager no later than the 15th of the month subsequent to the Quarter end date with the exception of the 4th

quarter which is due July 5th. If the 15th falls on a weekend reports will be due the following Monday by close of business. Quarterly Reports shall include the following:

A. Total Amount of funds received, Amount of funds received that were expended for programs; Number of adults served in the current quarter (if not already included in reporting template); reporting template with attachments or reporting as requested by DIVISION, DEPARTMENT or the COMMISSION.

| B. **Fiscal Year Quarters:** | **Reports Due:** |
|---|---|
| Quarter 1: July-September | October 15th |
| Quarter 2: October-December | January 15th |
| Quarter 3: January-March | April 15th |
| Quarter 4: April-June | July 5th |

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 M. WEBBER, MAYOR

DATE: 7/12/19

CONTRACTOR:
Kitchen Angels

NAME & TITLE: executive director

DATE: 14 June 2019

CRS# EXEMPT
REGISTRATION# 19-00040240

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
(c mtg 5.29.2019)

APPROVED AS TO FORM:

FOR ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY T. MCCOY, FINANCE DIRECTOR

22763.510400
Business Unit Line Item

# HSC Contract Amendment List 19/31/P

## APPENDIX A: FY19-21 HSC Contract Amendments

| | Name of Nonprofit Organization | MUNIS Contract # | HSC Contract Amounts | Tier | Funding Category/Goal Area |
|---|---|---|---|---|---|
| 1 | Coming Home Connection | 3200428 | $ 75,000.00 | II | Community Safety |
| 2 | Esperanza Shelter | 3200450 | $ 43,000.00 | II | Community Safety |
| 3 | Feeding Santa Fe | 3200472 | $ 30,000.00 | I | Equitable Society |
| 4 | Food Depot | 3200474 | $ 57,000.00 | II | Equitable Society |
| 5 | Interfaith Community Shelter | 3200483 | $ 150,000.00 | II | Behavioral Health, Community Safety |
| 6 | Kitchen Angels | 3200485 | $ 50,000.00 | II | Equitable Society |
| 7 | La Familia | 3200585 | $ 75,000.00 | I | Adult Health |
| 8 | Life Link | 3200493 | $ 70,000.00 | II | Behavioral Health, Community Safety |
| 9 | Literacy Volunteers | 3200712 | $ 60,000.00 | I | Equitable Society |
| 10 | NM Immigrant Law Center | 3200855 | $ 50,000.00 | I | Community Safety, Equitable Society |
| 11 | Santa Fe Dreamers Project | 3200595 | $ 40,000.00 | I | Equitable Society |
| 12 | St. Elizabeth Shelter | 3200597 | $ 100,000.00 | II | Community Safety |
| 13 | YouthWorks | 3200587 | $ 50,000.00 | II | Equitable Society |
| | | | **$ 850,000.00** | | |

Definitions:

**Tier I** will focus on safety net services delivery, e.g. # of individuals served with units or items of service delivery such as food, clothes, hours of counseling, etc. and will use Unite Us! to close

**Tier II** will focus on not only on safety net services delivery and closing referral loops but also on screening and navigation services. Tier II respondents will screen for needs and connect individual clients to safety net services and navigate them to other priority community services. A Social Needs Screening Tool will used to determine unmet needs. Navigation will coordinate care and services

# CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: HSC funded organizations- Appendix A

Procurement Title: RFP#19/31/P

Procurement Method: State Price Agreement ☐ *Cooperative* ☐ *Sole Source* ☐ *Other* ☐ _____

*Exempt* ☐ *Request For Proposal (*RFP) ☒ *Invitation To Bid (ITB)* ☐ *Contract under 60K* ☐ *Contract over 60K* ☐

Department Requesting: Community Health and Safety Department Staff Name Elizabeth Peterson

**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: _____ |

Elizabeth Peterson | Children and Youth Program Manager | 2/15/2021

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

Fran Dunaway

Fran Dunaway (Mar 17, 2021 09:25 MDT)

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

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

*

# City of Santa Fe

## Real Estate Summary of Contracts, Agreements, Amendments & Leases

**Section to be completed by department**

1. Munis Contract # **Appendix A mult**

Contractor: **Multiple HSC funded organizations: Appendix A**

Description: **Human Services Committee funded adult services FY 19-21**

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ☉

Term Start Date: **July 12, 2019** Term End Date: **June, 30, 2021**

☑ Approved by Council Date: **5/29/19**

**Contract / Lease:** **HSC funded services for FY 19-21**

Amendment # **1** to the Original Contract / Lease #

Increase/(Decrease) Amount $ **n/a**

Extend Termination Date to: **June 30, 2022**

☐ Approved by Council Date:

**Amendment is for:**

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

**Extension of term for one (1) year for multiple organizations.**

3. **Procurement History:** **RFP#19/31/P**

Fran Duraway
Fran Duraway (Mar 17, 2021 09:25 MDT)

Purchasing Officer Review: Mar 17, 2021 Date:

Comment & Exceptions: extension & increase for Navigation Services July 12, 2021-June30, 2022

4. **Funding Source:** **Human Service Fund/ 240** **Org / Object:** **2400122/510400**

Alexis Lotero
Alexis Lotero (Mar 16, 2021 17:39 MDT)

Budget Officer Approval: Mar 16, 2021 Date:

Comment & Exceptions:

**Staff Contact who completed this form:** **Elizabeth Peterson** Phone # **(505) 470-3186**

Email: **empeterson@santafenm.gov**

**To be recorded by City Clerk:**

Clerk #

Date of Execution:

# City of Santa Fe

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

## BUSINESS REGISTRATION

**Business Name:** KITCHEN ANGELS
DBA: KITCHEN ANGELS

**Business Location:** 1222 SILER RD
SANTA FE, NM 87505

**CRS Number:** 02-265457-00-7

**Owner:** MIKE TYSON

**License Number:** 224767

**License Type:** Business License - Renewable

**Issued Date:** January 06, 2021

**Classification:** Business Registration - Food Sales

**Expiration Date:** January 06, 2022

**Fees Paid:** $35.00

KITCHEN ANGELS
1222 SILER RD
SANTA FE , NM 87507

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

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

**TO BE POSTED IN A CONSPICUOUS PLACE**

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/12/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|---|---|
| PRODUCER<br>Daniels Insurance, Inc.-Santa Fe<br>805 St Michaels Drive<br><br>Santa Fe NM 87505 | CONTACT NAME:<br>PHONE (A/C, No, Ext): (505) 982-4302 FAX (A/C, No): (505) 989-9186<br>E-MAIL ADDRESS: |
| INSURED (505) 471-7780<br>Kitchen Angels, Inc.<br><br>1222 Siler Road<br><br>Santa Fe NM 875074106 | INSURER(S) AFFORDING COVERAGE / NAIC #<br>INSURER A : Cincinnati Insurance Companies 10677<br>INSURER B : New Mexico Premier Ins Co 13673<br>INSURER C : Philadelphia Indemnity Insuran 18058<br>INSURER D :<br>INSURER E :<br>INSURER F : |

**COVERAGES** **CERTIFICATE NUMBER:** Cert ID 30356 **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | | |
|---|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ | 1,000,000 |
| | [ ] CLAIMS-MADE [X] OCCUR | | | ETD0439625 | 06/25/2020 | 06/25/2021 | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ | 1,000,000 |
| | | | | | | | MED EXP (Any one person) | $ | 10,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ | 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ | 2,000,000 |
| | X POLICY [ ] PRO-JECT [ ] LOC | | | | | | PRODUCTS - COMP/OP AGG | $ | 2,000,000 |
| | OTHER: | | | | | | Empl Benefits Liab | $ | 1M/3M |
| A | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ | 1,000,000 |
| | [ ] ANY AUTO | | | ETD0439625 | 06/25/2020 | 06/25/2021 | BODILY INJURY (Per person) | $ | |
| | [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ | |
| | X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ | |
| | | | | | | | | $ | |
| A | X UMBRELLA LIAB X OCCUR | | | ETD0439625 | 06/25/2020 | 06/25/2021 | EACH OCCURRENCE | $ | 3,000,000 |
| | EXCESS LIAB [ ] CLAIMS-MADE | | | | | | AGGREGATE | $ | 3,000,000 |
| | DED X RETENTION $ none | | | | | | products/C-O&a- | $ | 3,000,000 |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N | | | 26556.123 | 06/21/2020 | 06/21/2021 | X PER STATUTE [ ] OTH-ER | | |
| | ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) | N / A | | | | | E.L. EACH ACCIDENT | $ | 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ | 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ | 1,000,000 |
| A | Professional Services | | | ETD0439625 | 06/25/2020 | 06/25/2021 | Professional Liability | $ | 1,000,000 |
| C | Accident Policy | | | PHPA058053 | 06/25/2020 | 06/25/2021 | Medical Expense Max Benefit | $ | 100,000 |

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

General liability policy contain a Blanket Additional Insured provision that establishes the scope of Additional Insured coverage granted to the Certificate Holder. Where permitted by state law, and per a Blanket Waiver of Subrogation Endorsement, the Insurer waives its right to subrogate against the Certificate Holder by reason of payments made under the General liability policy but only under the circumstances stated in the policies.

**CERTIFICATE HOLDER**

City of Santa Fe

P.O. Box 909

Santa Fe NM 875040909

**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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**Signature:** Kyra Ochoa
Kyra Ochoa (Mar 8, 2021 15:50 CST)

**Email:** krochoa@santafenm.gov

# GB COMMUNITY HEALTH AND SAFETY KITCHEN ANGELS - AMENDMENT.

Final Audit Report 2021-03-08

| | |
|---|---|
| Created: | 2021-03-08 |
| By: | Michelle Gurule (magurule@ci.santa-fe.nm.us) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAA4vvi7-EJzq9RL3DpLVmtsM4XP9VhaNwp |

## "GB COMMUNITY HEALTH AND SAFETY KITCHEN ANGELS - AMENDMENT." History

Document created by Michelle Gurule (magurule@ci.santa-fe.nm.us)
2021-03-08 - 8:46:44 PM GMT- IP address: 63.232.20.2

Document emailed to Kyra Ochoa (krochoa@santafenm.gov) for signature
2021-03-08 - 8:47:25 PM GMT

Email viewed by Kyra Ochoa (krochoa@santafenm.gov)
2021-03-08 - 9:49:44 PM GMT- IP address: 104.47.64.254

Document e-signed by Kyra Ochoa (krochoa@santafenm.gov)
Signature Date: 2021-03-08 - 9:50:27 PM GMT - Time Source: server- IP address: 97.88.230.12

Agreement completed.
2021-03-08 - 9:50:27 PM GMT

# GB COMMUNITY HEALTH AND SAFETY KITCHEN ANGELS

Final Audit Report 2021-03-17

| | |
|---|---|
| Created: | 2021-03-15 |
| By: | Jimmy Tapia (jptapia@ci.santa-fe.nm.us) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAfVGgBVjkLgDcu7n8UlehbsZPsFQD2Q_S |

## "GB COMMUNITY HEALTH AND SAFETY KITCHEN ANGELS" History

Document created by Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
2021-03-15 - 4:13:57 PM GMT- IP address: 63.232.20.2

Document emailed to Alexis Lotero (aclotero@santafenm.gov) for signature
2021-03-15 - 4:16:16 PM GMT

Email viewed by Alexis Lotero (aclotero@santafenm.gov)
2021-03-16 - 11:37:47 PM GMT- IP address: 104.47.65.254

Document e-signed by Alexis Lotero (aclotero@santafenm.gov)
Signature Date: 2021-03-16 - 11:39:21 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Fran Dunaway (fadunaway@santafenm.gov) for signature
2021-03-16 - 11:39:25 PM GMT

Email viewed by Fran Dunaway (fadunaway@santafenm.gov)
2021-03-17 - 3:13:45 PM GMT- IP address: 104.47.65.254

Document e-signed by Fran Dunaway (fadunaway@santafenm.gov)
Signature Date: 2021-03-17 - 3:25:33 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2021-03-17 - 3:25:33 PM GMT

# City of Santa Fe, New Mexico
## Memorandum

**DATE:** **February 15, 2021**

**TO:** **Alan Webber, Mayor and City Council**

**VIA:** **Mary McCoy, Finance Department Director**
**Fran Dunaway, Chief Procurement Officer**
**Kyra Ochoa, Community Health and Safety Department Acting Director** KO
**Julie Sanchez, Youth and Family Services Division Director** JJS

**FROM:** **Elizabeth Peterson, Children and Youth Program Manager** EP

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**ITEM AND ISSUE:**
Request for HSC Contract Term Extension; all contractors (Elizabeth Peterson, Children and Youth Program Manager, empeterson@santafenm.gov, (505)470-3186)

**No change to contract amounts.**

**BACKGROUND AND SUMMARY:**
The Santa Fe Human Services Committee (HSC) was established by resolution 2012- in 2012 to assess and advocate for human service needs, coordinate resources to maximize cost-effectiveness, evaluate local human services programs and provide technical assistance to programs. The Responsibilities of the Committee include oversight of the Human Services Fund, review of applications for the fund and making recommendations, and ensuring access to services for all residents of Santa Fe.

The Committee in partnership with the County wishes to ensure that essential services, which include primary health care, access to basic materials goods and services like food and shelter, mental health counseling and related crisis services, are available to our residents. Community organizations funded with Human Services funding participate in CONNECT; a network that helps Santa Feans navigate a complex, sometimes challenging system of care. Organizations collect and track data to show the scope of our community need and our collective impact on that need.

This is a request to amend Human Service funded contracts with a contract extension for a term of one (1) year to ensure the continuation of support services to the community in the midst of a pandemic. Organizations have responded to the pandemic and altered and refined operations to serve the community while following public health orders. By extending the contract for a term of one year, organizations who are already burdened with adapting to COVID-19 restrictions can concentrate on delivery of services and resources without the added element of responding to a Referral for Proposal (RFP) process. We propose that a Human Service fund RFP is released in March of 2022.

The Committee works cooperatively with the Community Services Department and Youth and Family Services Division staff throughout the year and advises on how to effectively plan, coordinate or support health and human issues in our community. The Committee has reviewed this request and recommends the Scope of Work and contract extension be approved.

**PROCUREMENT METHOD:**
On March 5, 2019, RFP # 19/31/P was issued through the Purchasing Office. The Human Services Committee reviewed requests, made recommendations to the Governing Body and contracts were executed

July 12, 2019 for a three (3) year term ending June 30, 2021**.** With a one year term extension, contracts will end June 30th, 2022**.**

**CONTRACT NUMBER:**
Multiple award recommendations were made by the Human Services Committee**. (Please reference Appendix A for the Munis Contract Numbers)**

**FUNDING SOURCE:**
The funding source is:
**Fund Name/Number**: Human Service Fund/ 240
**Munis Org Name/Number:** Human Services/ 2400122
**Munis Object Name/Number:** Grants and Services/510400

**ACTION REQUESTED:**
The Community Health and Safety Department and the Youth and Family Services Division respectfully requests your review and approval**.**

**Signature:** Elizabeth Peterson
Elizabeth Peterson (Feb 23, 2021 13:24 MST)

**Email:** empeterson@santafenm.gov

**Signature:** 
Julie Sanchez (Feb 23, 2021 13:28 MST)

**Email:** jjsanchez@santafenm.gov

CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
#19-0589

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated May 29, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and ESPERANZA SHELTER (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 the navigation and safety net services to adult's ages 18+.

B. Pursuant to Article 14 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. TERM

Article 3, of the Agreement is hereby amended to reflect a change in term so that Article 3 reads in its entirety as follows:

> THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on June 30th 2022 unless terminated pursuant to paragraph 4 (Termination), or paragraph (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.

2. AGREEMENT IN FULL FORCE.

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

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

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

Date:_____

CONTRACTOR:
Esperanza Shelter

_____
Anji Estrellas, Executive Director

Date: 1-26-21
CRS :#01190955002
BUSINESS LICENSE# 222552

ATTEST:

_____
KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:

Marcos Martinez
Marcos Martinez (Jan 11 2021 14:01 MST)

_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY T. MCCOY, FINANCE DIRECTOR

2400122.510400 AL
MUNIS ORG/OBJ AL

Item # 19-0589

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT
Tier II Navigation Services

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **ESPERANZA SHELTER**, 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. **Definitions.**
   *a.* Safety Net Services: Social welfare services provided by state and local government and non-profit agencies intended to eliminate or reduce potentially dangerous or life-threatening conditions of poverty.

   *b.* Navigation: the function of linking clients with essential health and community services, performed by a navigator who coordinates care and services across siloed mental, behavioral, and physical health care delivery systems, leading to greater holistic and person-centered care. Navigation assists individuals in overcoming barriers to care and increases their engagement and active participation in care.

   *c.* Food Insecure: lacking reliable access to a sufficient quantity of affordable, nutritious food.

   *d.* Binge Drinking: the consumption of an excessive amount of alcohol in a short period of time. https://www.cdc.gov/alcohol/fact-sheets/binge-drinking.htm

   *e.* Homelessness: the circumstance of being without a permanent dwelling, such as a house or apartment.

   *f.* Unemployment: the circumstance of being without a paid job while available to work.

   *g.* Openness and Acceptance: a condition where inclusion into a larger social group and access to needed resources are available to all, regardless of ethnicity, sexual orientation, country of origin, age, or gender.

   *h.* Warm hand off: A warm hand off is a referral conducted in person, between two members of a navigation team, in front of the client (and family if present).

   *i.* Health Insurance Portability and Accountability Act (HIPAA): HIPAA (Health Insurance Portability and Accountability Act of 1996) is United States legislation that provides data privacy and security provisions for safeguarding medical information. The HIPAA Privacy Rule applies to organizations that are considered HIPAA-covered entities, including health plans, healthcare clearinghouses and

healthcare providers. In addition, the HIPAA Privacy Rule requires covered entities that work with a HIPAA business associate to produce a contract that imposes specific safeguards on the protected health information (PHI) that the business associate uses or discloses.

*j.* Protected Health Information (PHI): The HIPAA Privacy Rule protects all individually identifiable health information that is held or transmitted by a covered entity or a business associate. This information can be held in any form, including digital, paper or oral. This individually identifiable health information is also known as PHI under the Privacy Rule. PHI includes:

i. a patient's name, address, birth date and Social Security number;
ii. an individual's physical or mental health condition;
iii. any care provided to an individual; or
iv. information concerning the payment for the care provided to the individual that identifies the patient, or information for which there is a reasonable basis to believe could be used to identify the patient.
v. The HIPAA Privacy Rule does not consider employment records -- including information about education, as well as other records subject to or defined in the Family Educational Rights and Privacy Act -- as PHI. For de-identified data, however, there are no restrictions to its use or disclosure. De-identified data does not identify or provide information that could identify an individual.

*k.* HIPAA Business Associate Agreement (BAA): Under HIPAA, a HIPAA business associate agreement (BAA) is a contract between a HIPAA-covered entity and a HIPAA business associate (BA). The contract protects PHI in accordance with HIPAA guidelines.

*l.* Memorandum of Understanding (MOU): A non-binding agreement between two or more parties outlining the terms and details of an understanding including each parties' requirements and responsibilities.

**<u>This Space Intentionally Left Blank</u>**

2. **Scope of Work.**

Tier II: Safety Net Services Delivery and Navigation Services (ages 18+)

| Funding Category/Goal Area | Indicators |
|---|---|
| ☐ Adult Health | ☐ Chronic disease rates (Heart disease, diabetes, cancer, and obesity)<br>☐ Rate of adults consuming 5+ fruits and veggies daily<br>☐ Rate of adults meeting recommended physical activity levels (150 minutes of aerobic physical activity per week)<br>☐ % Women receiving prenatal care in 1st trimester |
| ☐ Behavioral Health | ☐ % Current depression (past 2 weeks)<br>☐ Suicide death rates<br>☐ % Binge drinking (past 30 days)<br>☐ Alcohol-related deaths<br>☐ Drug-overdose deaths<br>☐ Untreated adults with mental illness |
| ☒ Community Safety | ☐ Fall-related deaths<br>☐ Homelessness rate<br>☒ Domestic Violence rate |
| ☐ Equitable Society | ☐ % Unemployment<br>☐ % Food insecure households<br>☐ % Adults Age 25+ with Post-Secondary education<br>☐ Openness and acceptance of community toward people of diverse backgrounds |

A. The Contractor shall perform the following work:

1) Navigation and/or safety net services in the above-selected funding category/goal area to impact the selected indicator(s).

   a. Navigation services to a minimum of 138 unduplicated adult individuals and/or families x $310.00 per individual adult/family.

2) Navigation and/or safety net services to City of Santa Fe residents ages 18+.

3) Ensure navigator is experienced and qualified and engages in continued educational opportunities on an annual basis to increase professional qualifications.

4) Assess clients' social needs, including safe and secure housing, nutritious food, reliable utilities and transportation, and access to health insurance, employment and education. Collect client demographic data, Emergency Room (ER) and jail use data if relevant, and data on those indicators pertinent

for the population served, i.e. chronic disease, suicide, alcohol, drug abuse, and access to healthy food.

5) Deliver navigation services tailored to the individual's priorities that are culturally relevant and based on a team approach of service delivery that reflects cross-agency collaboration. This includes:

    a. Development of a navigation plan with the individual that sets appropriate goals, such as addressing safe and secure housing, food, utilities and transportation, health system enrollment, access and navigation, education and literacy, preventive care and treatment, chronic disease management, and effective social and community referrals.

    b. Identification of community and social resources tailored to the individual's needs and interaction with a network/team to address priorities of the navigation plan, develop sustainable relationships with community resources, and provide and document a "warm hand-off." Referrals will be considered complete if a sustained relationship has been verified by the individual and service provider and documented by the navigator.

6) Use an agreed-upon IT system to be determined by the City of Santa Fe's Community Services Department and the Human Services Committee. This includes participation in data sharing with other community and social organizations on activities related to navigation plans with consent of the clients served and requires MOUs/BAA's with community partners, to be negotiated with the assistance of the City of Santa. Share aggregate and non-medical client data with other City of Santa Fe and Santa Fe County-funded partners.

7) Provide Program Manager or other appointed City staff with quarterly data on performance measures, outcomes of navigation, demographics, and number of clients served.

8) Survey individuals-served annually to assess their continued engagement with needed resources and satisfaction with service delivery and/or Tier II navigation services.

9) Ensure navigators receive training on HIPAA standards and adhere to all HIPAA policies and requirements.

10) Ensure as appropriate that clients served are from underserved communities e.g. American Indian/Alaska Native, Hispanic, and African American/Black with a priority serving low to very low-income households.

B. *Performance Measures:*

Contractor shall substantially perform the following:

1) # Clients helped by navigator, # Clients screened using the social needs screening tool; and

2) # or % of clients meeting their goals; and

3) # or % of clients served by the Navigator reporting an improvement in circumstances or positive change in social determinants of health.

C. *Deliverables:*

1) Annual report and three quarterly reports documenting outcomes of navigation, including a year-end summary of City grant related expenses plus additional material as requested by the Human Service Committee or City of Santa Fe Community Services Department/Youth and Family Services Division.

2) The receipt of the deliverables contemplated under this Agreement shall assist the City and Human Services Committee in obtaining its goal(s) as set forth in its Strategic Plan on page(s) 1-4.

**2. Compensation.**

A. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed [$86,000.00].

1) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of three hundred and ten dollars ($310.00) per unduplicated person served for Tier II services in FY20, up to a total of forty-three thousand dollars ($43,000.00), including gross receipts tax.

2) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of three hundred and ten dollars ($310.00) per unduplicated person served for Tier II services in FY21, up to a total of forty-three thousand dollars ($43,000.00), including gross receipts tax.

B. Payment in FY21 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 fifteen (15) 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 30th 2021** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

**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. Non-Collusion.**

In signing this Agreement, the Vendor/Contractor certifies the Vendor/Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City.

**10. 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.

**11. 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.

**12. 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.

**13. 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.

**14. 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.

**15. 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.

**16. 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.

**17. 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.

**18. 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.

**19. 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.

**20. 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.

**21. Other Insurance**

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

A. 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.

**22. Records and Financial Audit.**

The City or city contractor shall have the right, at reasonable times and at a site designated by the City, to audit financial expenditures of City grant funding, documents, files and records of the Contractor to the extent that the finances, documents, files and records related to costs or accuracy of reimbursement for outcome or deliverable. The Contractor shall give full and free access to all records to the City and/or their authorized representative. The Contractor shall maintain detailed records that indicate the date, 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. If offering Navigation Services, records must indicate that the City is the sole payor per client billed for. 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.

**23. Indemnification.**

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

**24. New Mexico Tort Claims Act**

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

**25. 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.

**26. 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.

**27. 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: [Julie Sanchez, Program Manager, 500 Market Station Suite 200, jjsanchez@ci.santa-fe.nm.us].

To the Contractor: [Esperanza Shelter, 3130 Rufina Street, director@esperanzashelter.org].

**28. 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.

**29. Site Visits.**

At any time during the contract period the director or designee of the COMMUNITY SERVICES DEPARTMENT may perform a site visit to contracted sites to review programming and meet with participants. Members of the oversight body will be informed and invited to participate, this may include community partners and program co-funders.

**30. Reporting.**

Grantees shall submit Quarterly Reports on the programmatic accomplishments made toward the goals of the grant agreement. Quarterly reports are due to the YOUTH AND FAMILY SERVICES DIVISION or COMMUNITY SERVICES DEPARTMENT Program Manager no later than the 15th of the month subsequent to the Quarter end date with the exception of the 4th quarter which is due July 5th. If the 15th falls on a weekend reports will be due the following Monday by close of business. Quarterly Reports shall include the following:

A. Total Amount of funds received, Amount of funds received that were expended for programs; Number of adults served in the current quarter (if not already included in reporting template); reporting template with attachments or reporting as requested by DIVISION, DEPARTMENT or the COMMISSION.

| B. **Fiscal Year Quarters:** | **Reports Due:** |
|---|---|
| Quarter 1: July-September | October 15th |
| Quarter 2: October-December | January 15th |
| Quarter 3: January-March | April 15th |
| Quarter 4: April-June | July 5th |

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 M. WEBBER, MAYOR

DATE: 7/12/19

CONTRACTOR:
Esperanza Shelter

NAME: Aiyi Estrellas
TITLE: Executive Director

DATE: 7-2-19

CRS# EXEMPT
REGISTRATION# 19-00112599

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
cc mtg. 5-29-2019

APPROVED AS TO FORM:

for ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY T. MCCOY, FINANCE DIRECTOR

22763.510400
Business Unit Line Item

# HSC Contract Amendment List 19/31/P

## APPENDIX A: FY19-21 HSC Contract Amendments

| | Name of Nonprofit Organization | MUNIS Contract # | HSC Contract Amounts | Tier | Funding Category/Goal Area |
|---|---|---|---|---|---|
| 1 | Coming Home Connection | 3200428 | $ 75,000.00 | II | Community Safety |
| 2 | Esperanza Shelter | 3200450 | $ 43,000.00 | II | Community Safety |
| 3 | Feeding Santa Fe | 3200472 | $ 30,000.00 | I | Equitable Society |
| 4 | Food Depot | 3200474 | $ 57,000.00 | II | Equitable Society |
| 5 | Interfaith Community Shelter | 3200483 | $ 150,000.00 | II | Behavioral Health, Community Safety |
| 6 | Kitchen Angels | 3200485 | $ 50,000.00 | II | Equitable Society |
| 7 | La Familia | 3200585 | $ 75,000.00 | I | Adult Health |
| 8 | Life Link | 3200493 | $ 70,000.00 | II | Behavioral Health, Community Safety |
| 9 | Literacy Volunteers | 3200712 | $ 60,000.00 | I | Equitable Society |
| 10 | NM Immigrant Law Center | 3200855 | $ 50,000.00 | I | Community Safety, Equitable Society |
| 11 | Santa Fe Dreamers Project | 3200595 | $ 40,000.00 | I | Equitable Society |
| 12 | St. Elizabeth Shelter | 3200597 | $ 100,000.00 | II | Community Safety |
| 13 | YouthWorks | 3200587 | $ 50,000.00 | II | Equitable Society |
| | | | **$ 850,000.00** | | |

Definitions:

**Tier I** will focus on safety net services delivery, e.g. # of individuals served with units or items of service delivery such as food, clothes, hours of counseling, etc. and will use Unite Us! to close

**Tier II** will focus on not only on safety net services delivery and closing referral loops but also on screening and navigation services. Tier II respondents will screen for needs and connect individual clients to safety net services and navigate them to other priority community services. A Social Needs Screening Tool will used to determine unmet needs. Navigation will coordinate care and services

# CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: HSC funded organizations- Appendix A

Procurement Title: RFP#19/31/P

Procurement Method: State Price Agreement ☐ *Cooperative* ☐ *Sole Source* ☐ *Other* ☐ _____

*Exempt* ☐ *Request For Proposal (*RFP) ☒ *Invitation To Bid (ITB)* ☐ *Contract under 60K* ☐ *Contract over 60K* ☐

Department Requesting: Community Health and Safety Department Staff Name Elizabeth Peterson

**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: _____ |

Elizabeth Peterson | Children and Youth Program Manager | 2/15/2021

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

Fran Dunaway

Fran Dunaway (Mar 17, 2021 09:08 MDT)

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

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

*

# City of Santa Fe

## Real Estate Summary of Contracts, Agreements, Amendments & Leases

**Section to be completed by department**

1. Munis Contract # **Appendix A mult**

Contractor: **Multiple HSC funded organizations: Appendix A**

Description: **Human Services Committee funded adult services FY 19-21**

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ☉

Term Start Date: **July 12, 2019** Term End Date: **June, 30, 2021**

☑ Approved by Council Date: **5/29/19**

**Contract / Lease:** **HSC funded services for FY 19-21**

Amendment # **1** to the Original Contract / Lease #

Increase/(Decrease) Amount $ **n/a**

Extend Termination Date to: **June 30, 2022**

☐ Approved by Council Date:

**Amendment is for:**

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

**Extension of term for one (1) year for multiple organizations.**

3. **Procurement History:** **RFP#19/31/P**

Fran Dunaway (Mar 17, 2021 09:08 MDT)

Purchasing Officer Review: Mar 17, 2021 Date:

Comment & Exceptions: extend & increase Navigations Services 7/12/21-6/30/22

4. **Funding Source:** **Human Service Fund/ 240** **Org / Object:** **2400122/510400**

Alexis Lotero (Mar 16, 2021 16:57 MDT)

Budget Officer Approval: Mar 16, 2021 Date:

Comment & Exceptions:

**Staff Contact who completed this form:** **Elizabeth Peterson** Phone # **(505) 470-3186**

Email: **empeterson@santafenm.gov**

**To be recorded by City Clerk:**

Clerk #

Date of Execution:

# City of Santa Fe

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

## BUSINESS REGISTRATION

**Business Name:** ESPERANZA SHELTER INC
DBA: ESPERANZA SHELTER INC

**Business Location:** 3130 RUFINA ST
SANTA FE, NM 87507

**Owner:** ESPERANZA SHELTER INC

**License Number:** 222552

**Issued Date:** January 28, 2021

**Expiration Date:** January 28, 2022

**CRS Number:** 01190955002

**License Type:** Business License - Renewable

**Classification:** Business Registration - Standard

**Fees Paid:** $35.00

ESPERANZA SHELTER INC
3130 RUFINA ST
SANTA FE , NM 87507

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

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

**TO BE POSTED IN A CONSPICUOUS PLACE**

ESPESHE-01 JSANCHEZ3

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/4/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|---|---|
| PRODUCER License # 0757776<br>HUB International Insurance Services (SOW)<br>6565 Americas Parkway<br>Suite 720<br>Albuquerque, NM 87110 | CONTACT NAME: Johanna Sanchez<br>PHONE (A/C, No, Ext): (505) 992-1849 FAX (A/C, No): (866) 621-0427<br>E-MAIL ADDRESS: johanna.sanchez@hubinternational.com |
| INSURED<br>Esperanza Shelter for Battered Families, Inc.<br>3130 Rufina Street<br>Santa Fe, NM 87507 | INSURER(S) AFFORDING COVERAGE — NAIC #<br>INSURER A : Great American Insurance Company — 16691<br>INSURER B : Great American Alliance Insurance Company — 26832<br>INSURER C : New Mexico Business Insurance Company<br>INSURER D :<br>INSURER E :<br>INSURER F : |

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

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY [ ] PRO-JECT [ ] LOC<br>[ ] OTHER: | X | | PAC2276830 03 | 11/1/2020 | 11/1/2021 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>Professional Li | $ 1,000,000<br>$ 100,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000<br>$ 1,000,000 |
| A | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY | | | CAP2276829 03 | 11/1/2020 | 11/1/2021 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| B | X UMBRELLA LIAB [X] OCCUR<br>EXCESS LIAB [ ] CLAIMS-MADE<br>DED X RETENTION $ 0 | | | UMB2276831 03 | 11/1/2020 | 11/1/2021 | EACH OCCURRENCE<br>AGGREGATE | $ 1,000,000<br>$<br>$ 1,000,000 |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | 40376118 | 11/20/2020 | 11/20/2021 | PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| A | Accident Policy | | | BSRE224530-1 | 11/1/2020 | 11/1/2021 | Aggregate | 250,000 |

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

**CERTIFICATE HOLDER**

City of Santa Fe
PO Box 909
Santa Fe, NM 87504-0909

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE


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The ACORD name and logo are registered marks of ACORD

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| **Name Of Additional Insured Person(s) Or Organization(s):** |
|---|
| CITY OF SANTA FE |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

**A.** **Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

**1.** In the performance of your ongoing operations; or

**2.** In connection with your premises owned by or rented to you.

However:

**1.** The insurance afforded to such additional insured only applies to the extent permitted by law; and

**2.** If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the Additional Insured is the amount of insurance:

**1.** Required by the contract or agreement; or

© Insurance Services Office, Inc., 2018

**2.** Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

© Insurance Services Office, Inc., 2018

**Signature:** Kyra Ochoa
Kyra Ochoa (Mar 10, 2021 14:29 CST)

**Email:** krochoa@santafenm.gov

# GB COMMUNITY HEALTH AND SAFETY ESPERANZA SHELTER - AMENDMENT.

Final Audit Report 2021-03-10

| | |
|---|---|
| Created: | 2021-03-08 |
| By: | Michelle Gurule (magurule@ci.santa-fe.nm.us) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAACl4gbhTl9VYOV3FLenioABMO7NwZBaSM |

## "GB COMMUNITY HEALTH AND SAFETY ESPERANZA SHELTER - AMENDMENT." History

Document created by Michelle Gurule (magurule@ci.santa-fe.nm.us)
2021-03-08 - 7:54:41 PM GMT- IP address: 63.232.20.2

Document emailed to Kyra Ochoa (krochoa@santafenm.gov) for signature
2021-03-08 - 7:55:23 PM GMT

Email viewed by Kyra Ochoa (krochoa@santafenm.gov)
2021-03-10 - 8:28:50 PM GMT- IP address: 104.47.65.254

Document e-signed by Kyra Ochoa (krochoa@santafenm.gov)
Signature Date: 2021-03-10 - 8:29:23 PM GMT - Time Source: server- IP address: 97.88.230.12

Agreement completed.
2021-03-10 - 8:29:23 PM GMT

# GB COMMUNITY HEALTH AND SAFETY ESPERANZA SHELTER AMENDMENT

Final Audit Report 2021-03-17

| | |
|---|---|
| Created: | 2021-03-15 |
| By: | Jimmy Tapia (jptapia@ci.santa-fe.nm.us) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAA3DJXuxf7PGzu8pp1qsZII2xaahGKQyQK |

## "GB COMMUNITY HEALTH AND SAFETY ESPERANZA SHELTER AMENDMENT" History

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2021-03-15 - 4:20:44 PM GMT- IP address: 63.232.20.2

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2021-03-15 - 4:23:33 PM GMT

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2021-03-16 - 10:55:00 PM GMT- IP address: 104.47.64.254

Document e-signed by Alexis Lotero (aclotero@santafenm.gov)
Signature Date: 2021-03-16 - 10:57:01 PM GMT - Time Source: server- IP address: 63.232.20.2

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2021-03-16 - 10:57:05 PM GMT

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2021-03-17 - 3:01:34 PM GMT- IP address: 104.47.64.254

Document e-signed by Fran Dunaway (fadunaway@santafenm.gov)
Signature Date: 2021-03-17 - 3:08:48 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2021-03-17 - 3:08:48 PM GMT

# City of Santa Fe, New Mexico
## Memorandum

**DATE:** **February 15, 2021**

**TO:** **Alan Webber, Mayor and City Council**

**VIA:** **Mary McCoy, Finance Department Director**
**Fran Dunaway, Chief Procurement Officer**
**Kyra Ochoa, Community Health and Safety Department Acting Director** KO
**Julie Sanchez, Youth and Family Services Division Director** JJS

**FROM:** **Elizabeth Peterson, Children and Youth Program Manager** EP

---

**ITEM AND ISSUE:**
Request for HSC Contract Term Extension; all contractors (Elizabeth Peterson, Children and Youth Program Manager, empeterson@santafenm.gov, (505)470-3186)

**No change to contract amounts.**

**BACKGROUND AND SUMMARY:**
The Santa Fe Human Services Committee (HSC) was established by resolution 2012- in 2012 to assess and advocate for human service needs, coordinate resources to maximize cost-effectiveness, evaluate local human services programs and provide technical assistance to programs. The Responsibilities of the Committee include oversight of the Human Services Fund, review of applications for the fund and making recommendations, and ensuring access to services for all residents of Santa Fe.

The Committee in partnership with the County wishes to ensure that essential services, which include primary health care, access to basic materials goods and services like food and shelter, mental health counseling and related crisis services, are available to our residents. Community organizations funded with Human Services funding participate in CONNECT; a network that helps Santa Feans navigate a complex, sometimes challenging system of care. Organizations collect and track data to show the scope of our community need and our collective impact on that need.

This is a request to amend Human Service funded contracts with a contract extension for a term of one (1) year to ensure the continuation of support services to the community in the midst of a pandemic. Organizations have responded to the pandemic and altered and refined operations to serve the community while following public health orders. By extending the contract for a term of one year, organizations who are already burdened with adapting to COVID-19 restrictions can concentrate on delivery of services and resources without the added element of responding to a Referral for Proposal (RFP) process. We propose that a Human Service fund RFP is released in March of 2022.

The Committee works cooperatively with the Community Services Department and Youth and Family Services Division staff throughout the year and advises on how to effectively plan, coordinate or support health and human issues in our community. The Committee has reviewed this request and recommends the Scope of Work and contract extension be approved.

**PROCUREMENT METHOD:**
On March 5, 2019, RFP # 19/31/P was issued through the Purchasing Office. The Human Services Committee reviewed requests, made recommendations to the Governing Body and contracts were executed

July 12, 2019 for a three (3) year term ending June 30, 2021**.** With a one year term extension, contracts will end June 30th, 2022**.**

**CONTRACT NUMBER:**
Multiple award recommendations were made by the Human Services Committee**. (Please reference Appendix A for the Munis Contract Numbers)**

**FUNDING SOURCE:**
The funding source is:
**Fund Name/Number**: Human Service Fund/ 240
**Munis Org Name/Number:** Human Services/ 2400122
**Munis Object Name/Number:** Grants and Services/510400

**ACTION REQUESTED:**
The Community Health and Safety Department and the Youth and Family Services Division respectfully requests your review and approval**.**

**Signature:** Elizabeth Peterson
Elizabeth Peterson (Feb 23, 2021 13:24 MST)

**Email:** empeterson@santafenm.gov

**Signature:** 
Julie Sanchez (Feb 23, 2021 13:28 MST)

**Email:** jjsanchez@santafenm.gov

**CITY OF SANTA FE**
**AMENDMENT No. 1 TO**
**PROFESSIONAL SERVICES AGREEMENT**
**#19-0582**

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated July 12, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and YOUTHWORKS (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 the navigation and safety net services to adult's ages 18+.

B. Pursuant to Article 14 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. TERM

Article 3, of the Agreement is hereby amended to reflect a change in term so that Article 3 reads in its entirety as follows:

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30th 2022** unless terminated pursuant to paragraph 4 (Termination), or paragraph (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.

2. AGREEMENT IN FULL FORCE.

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

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

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

Date:_____

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

Marcos Martinez
Marcos Martinez (Jan 8, 2021 14:45 MST)
_____
SENIOR ASSISTANTCITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY T. MCCOY, FINANCE DIRECTOR

2400122.510400 AL
AL
MUNIS ORG/OBJ

CONTRACTOR:
YouthWorks

Melynn Schuyler, Executive Director
NAME & TITLE

Date: January 11, 2021

CRS#EXEMPT
REGISTRATION# 19-00091367
BUSINESS LICENSE# 22597

ITEM # 19-0582

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT
Tier II Navigation Services

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **YOUTHWORKS** 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. **Definitions.**

*a.* Safety Net Services: Social welfare services provided by state and local government and non-profit agencies intended to eliminate or reduce potentially dangerous or life-threatening conditions of poverty.

*b.* Navigation: the function of linking clients with essential health and community services, performed by a navigator who coordinates care and services across siloed mental, behavioral, and physical health care delivery systems, leading to greater holistic and person-centered care. Navigation assists individuals in overcoming barriers to care and increases their engagement and active participation in care.

*c.* Food Insecure: lacking reliable access to a sufficient quantity of affordable, nutritious food.

*d.* Binge Drinking: the consumption of an excessive amount of alcohol in a short period of time. https://www.cdc.gov/alcohol/fact-sheets/binge-drinking.htm

*e.* Homelessness: the circumstance of being without a permanent dwelling, such as a house or apartment.

*f.* Unemployment: the circumstance of being without a paid job while available to work.

*g.* Openness and Acceptance: a condition where inclusion into a larger social group and access to needed resources are available to all, regardless of ethnicity, sexual orientation, country of origin, age, or gender.

*h.* Warm hand off: A warm hand off is a referral conducted in person, between two members of a navigation team, in front of the client (and family if present).

*i.* Health Insurance Portability and Accountability Act (HIPAA): HIPAA (Health Insurance Portability and Accountability Act of 1996) is United States legislation that provides data privacy and security provisions for safeguarding medical information. The HIPAA Privacy Rule applies to organizations that are considered HIPAA-covered entities, including health plans, healthcare clearinghouses and

healthcare providers. In addition, the HIPAA Privacy Rule requires covered entities that work with a HIPAA business associate to produce a contract that imposes specific safeguards on the protected health information (PHI) that the business associate uses or discloses.

*j.* Protected Health Information (PHI): The HIPAA Privacy Rule protects all individually identifiable health information that is held or transmitted by a covered entity or a business associate. This information can be held in any form, including digital, paper or oral. This individually identifiable health information is also known as PHI under the Privacy Rule. PHI includes:

i. a patient's name, address, birth date and Social Security number;
ii. an individual's physical or mental health condition;
iii. any care provided to an individual; or
iv. information concerning the payment for the care provided to the individual that identifies the patient, or information for which there is a reasonable basis to believe could be used to identify the patient.
v. The HIPAA Privacy Rule does not consider employment records -- including information about education, as well as other records subject to or defined in the Family Educational Rights and Privacy Act -- as PHI. For de-identified data, however, there are no restrictions to its use or disclosure. De-identified data does not identify or provide information that could identify an individual.

*k.* HIPAA Business Associate Agreement (BAA): Under HIPAA, a HIPAA business associate agreement (BAA) is a contract between a HIPAA-covered entity and a HIPAA business associate (BA). The contract protects PHI in accordance with HIPAA guidelines.

*l.* Memorandum of Understanding (MOU): A non-binding agreement between two or more parties outlining the terms and details of an understanding including each parties' requirements and responsibilities.

**<u>This Space Intentionally Left Blank</u>**

## 2. Scope of Work.

Tier II: Safety Net Services Delivery and Navigation Services (ages 18+)

| Funding Category/Goal Area | Indicators |
|---|---|
| ☐ Adult Health | ☐ Chronic disease rates (Heart disease, diabetes, cancer, and obesity)<br>☐ Rate of adults consuming 5+ fruits and veggies daily<br>☐ Rate of adults meeting recommended physical activity levels (150 minutes of aerobic physical activity per week)<br>☐ % Women receiving prenatal care in 1st trimester |
| ☐ Behavioral Health | ☐ % Current depression (past 2 weeks)<br>☐ Suicide death rates<br>☐ % Binge drinking (past 30 days)<br>☐ Alcohol-related deaths<br>☐ Drug-overdose deaths<br>☐ Untreated adults with mental illness |
| ☐ Community Safety | ☐ Fall-related deaths<br>☐ Homelessness rate<br>☐ Domestic Violence rate |
| ☒ Equitable Society | ☒ % Unemployment<br>☐ % Food insecure households<br>☒ % Adults Age 25+ with Post-Secondary education<br>☒ Openness and acceptance of community toward people of diverse backgrounds |

A. The Contractor shall perform the following work:

1) Navigation and/or safety net services in the above-selected funding category/goal area to impact the selected indicator(s).

   a. Navigation services to a minimum of 115 unduplicated adult individuals and/or families x $434.78 per individual adult/family.

2) Navigation and/or safety net services to City of Santa Fe resident's ages 18+.

3) Ensure navigator is experienced and qualified and engages in continued educational opportunities on an annual basis to increase professional qualifications.

4) Assess clients' social needs, including safe and secure housing, nutritious food, reliable utilities and transportation, and access to health insurance, employment and education. Collect client demographic data, Emergency Room (ER) and jail use data if relevant, and data on those indicators pertinent

for the population served, i.e. chronic disease, suicide, alcohol, drug abuse, and access to healthy food.

5) Deliver navigation services tailored to the individual's priorities that are culturally relevant and based on a team approach of service delivery that reflects cross-agency collaboration. This includes:

    a. Development of a navigation plan with the individual that sets appropriate goals, such as addressing safe and secure housing, food, utilities and transportation, health system enrollment, access and navigation, education and literacy, preventive care and treatment, chronic disease management, and effective social and community referrals.

    b. Identification of community and social resources tailored to the individual's needs and interaction with a network/team to address priorities of the navigation plan, develop sustainable relationships with community resources, and provide and document a "warm hand-off." Referrals will be considered complete if a sustained relationship has been verified by the individual and service provider and documented by the navigator.

6) Use an agreed-upon IT system to be determined by the City of Santa Fe's Community Services Department and the Human Services Committee. This includes participation in data sharing with other community and social organizations on activities related to navigation plans with consent of the clients served and requires MOUs/BAA's with community partners, to be negotiated with the assistance of the City of Santa. Share aggregate and non-medical client data with other City of Santa Fe and Santa Fe County-funded partners.

7) Provide Program Manager or other appointed City staff with quarterly data on performance measures, outcomes of navigation, demographics, and number of clients served.

8) Survey individuals-served annually to assess their continued engagement with needed resources and satisfaction with service delivery and/or Tier II navigation services.

9) Ensure navigators receive training on HIPAA standards and adhere to all HIPAA policies and requirements.

10) Ensure as appropriate that clients served are from underserved communities e.g. American Indian/Alaska Native, Hispanic, and African American/Black with a priority serving low to very low-income households.

B. *Performance Measures:*

Contractor shall substantially perform the following:

1) # Clients helped by navigator, # Clients screened using the social needs screening tool; and

2) # or % clients receiving classroom and on-the-job training; # or % placed in permanent employment; # or % enrolled in post-secondary education; # or % of clients receiving their GED; and

3) # or % of clients served by the Navigator reporting an improvement in circumstances or positive change in social determinants of health.

C. *Deliverables:*

1) Annual report and three quarterly reports documenting outcomes of navigation, including a year-end summary of City grant related expenses plus additional material as requested by the Human Service Committee or City of Santa Fe Community Services Department/Youth and Family Services Division.

2) The receipt of the deliverables contemplated under this Agreement shall assist the City and Human Services Committee in obtaining its goal(s) as set forth in its Strategic Plan on page(s) 1-4.

**2. Compensation.**

A. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed [$100,000.00].

1) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of four hundred and thirty-three dollars and thirty-one cents ($434.78) per unduplicated person served for Tier II services in FY20 for up to a total of fifty thousand dollars ($50,000.00), including gross receipts tax.

2) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of four hundred and thirty-three dollars and thirty-one cents ($434.78) per unduplicated person served for Tier II services in FY21 for up to a total of fifty thousand dollars ($50,000.00), including gross receipts tax.

B. Payment in FY21 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 fifteen (15) 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 30th 2021** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

**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. Non-Collusion.**

In signing this Agreement, the Vendor/Contractor certifies the Vendor/Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City.

**10. 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.

**11. 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.

**12. 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.

**13. 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.

**14. 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.

**15. 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.

**16. 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.

**17. 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.

**18. 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.

**19. 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.

**20. 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.

**21. Other Insurance**

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

A. 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.

**22. Records and Financial Audit.**

The City or city contractor shall have the right, at reasonable times and at a site designated by the City, to audit financial expenditures of City grant funding, documents, files and records of the Contractor to the extent that the finances, documents, files and records related to costs or accuracy of reimbursement for outcome or deliverable. The Contractor shall give full and free access to all records to the City and/or their authorized representative. The Contractor shall maintain detailed records that indicate the date, 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. If offering Navigation Services, records must indicate that the City is the sole payor per client billed for. 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.

**23. Indemnification.**

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

**24. New Mexico Tort Claims Act**

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any

limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

**25. 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.

**26. 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.

**27. 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: [Julie Sanchez, Program Manager, 500 Market Station Suite 200, jjsanchez@ci.santa-fe.nm.us].

To the Contractor: [YouthWorks, 1504 Cerrillos Road, melynn@santafeyouthworks.org].

**28. 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.

**29. Site Visits.**

At any time during the contract period the director or designee of the COMMUNITY SERVICES DEPARTMENT may perform a site visit to contracted sites to review programming and meet with participants. Members of the oversight body will be informed and invited to participate, this may include community partners and program co-funders.

**30. Reporting.**

Grantees shall submit Quarterly Reports on the programmatic accomplishments made toward the goals of the grant agreement. Quarterly reports are due to the YOUTH AND FAMILY SERVICES DIVISION or COMMUNITY SERVICES DEPARTMENT Program Manager no later than the 15th of the month subsequent to the Quarter end date with the exception of the 4th quarter which is due July 5th. If the 15th falls on a weekend reports will be due the following Monday by close of business. Quarterly Reports shall include the following:

A. Total Amount of funds received, Amount of funds received that were expended for programs; Number of adults served in the current quarter (if not already included in

reporting template); reporting template with attachments or reporting as requested by DIVISION, DEPARTMENT or the COMMISSION.

| B. **Fiscal Year Quarters:** | **Reports Due:** |
|---|---|
| Quarter 1: July-September | October 15th |
| Quarter 2: October-December | January 15th |
| Quarter 3: January-March | April 15th |
| Quarter 4: April-June | July 5th |

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 M. WEBBER, MAYOR

DATE: 7/12/19

CONTRACTOR:
YouthWorks

Executive Director
NAME:
TITLE:

DATE: 07/03/19

CRS# EXEMPT
REGISTRATION# 19-00091367

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
cc mtg 5.29.2019

APPROVED AS TO FORM:

for ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY T. MCCOY, FINANCE DIRECTOR

22763.510400
Business Unit Line Item

# HSC Contract Amendment List 19/31/P

## APPENDIX A: FY19-21 HSC Contract Amendments

| | Name of Nonprofit Organization | MUNIS Contract # | HSC Contract Amounts | Tier | Funding Category/Goal Area |
|---|---|---|---|---|---|
| 1 | Coming Home Connection | 3200428 | $ 75,000.00 | II | Community Safety |
| 2 | Esperanza Shelter | 3200450 | $ 43,000.00 | II | Community Safety |
| 3 | Feeding Santa Fe | 3200472 | $ 30,000.00 | I | Equitable Society |
| 4 | Food Depot | 3200474 | $ 57,000.00 | II | Equitable Society |
| 5 | Interfaith Community Shelter | 3200483 | $ 150,000.00 | II | Behavioral Health, Community Safety |
| 6 | Kitchen Angels | 3200485 | $ 50,000.00 | II | Equitable Society |
| 7 | La Familia | 3200585 | $ 75,000.00 | I | Adult Health |
| 8 | Life Link | 3200493 | $ 70,000.00 | II | Behavioral Health, Community Safety |
| 9 | Literacy Volunteers | 3200712 | $ 60,000.00 | I | Equitable Society |
| 10 | NM Immigrant Law Center | 3200855 | $ 50,000.00 | I | Community Safety, Equitable Society |
| 11 | Santa Fe Dreamers Project | 3200595 | $ 40,000.00 | I | Equitable Society |
| 12 | St. Elizabeth Shelter | 3200597 | $ 100,000.00 | II | Community Safety |
| 13 | YouthWorks | 3200587 | $ 50,000.00 | II | Equitable Society |
| | | | **$ 850,000.00** | | |

Definitions:

**Tier I** will focus on safety net services delivery, e.g. # of individuals served with units or items of service delivery such as food, clothes, hours of counseling, etc. and will use Unite Us! to close

**Tier II** will focus on not only on safety net services delivery and closing referral loops but also on screening and navigation services. Tier II respondents will screen for needs and connect individual clients to safety net services and navigate them to other priority community services. A Social Needs Screening Tool will used to determine unmet needs. Navigation will coordinate care and services

# CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: HSC funded organizations- Appendix A

Procurement Title: RFP#19/31/P

Procurement Method: State Price Agreement ☐ *Cooperative* ☐ *Sole Source* ☐ *Other* ☐ _____

*Exempt* ☐ *Request For Proposal (*RFP) ☒ *Invitation To Bid (ITB)* ☐ *Contract under 60K* ☐ *Contract over 60K* ☐

Department Requesting: Community Health and Safety Department Staff Name Elizabeth Peterson

**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: _____ |

Elizabeth Peterson | Children and Youth Program Manager | 2/15/2021

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

Fran Dunaway

Fran Dunaway (Mar 17, 2021 09:13 MDT)

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

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

*

# City of Santa Fe

## Real Estate Summary of Contracts, Agreements, Amendments & Leases

**Section to be completed by department**

1. Munis Contract # **Appendix A mult**

Contractor: **Multiple HSC funded organizations: Appendix A**

Description: **Human Services Committee funded adult services FY 19-21**

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ☉

Term Start Date: **July 12, 2019** Term End Date: **June, 30, 2021**

☑ Approved by Council Date: **5/29/19**

**Contract / Lease:** **HSC funded services for FY 19-21**

Amendment # **1** to the Original Contract / Lease #

Increase/(Decrease) Amount $ **n/a**

Extend Termination Date to: **June 30, 2022**

☐ Approved by Council Date:

**Amendment is for:**

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

**Extension of term for one (1) year for multiple organizations.**

3. **Procurement History:** **RFP#19/31/P**

Fran Delaway (Mar 17, 2021 09:13 MDT) Mar 17, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: extend & increase Navigation Services 7/12/21-6/30/22

4. **Funding Source:** **Human Service Fund/ 240** **Org / Object:** **2400122/510400**

Alexis Lotero (Mar 16, 2021 17:03 MDT) Mar 16, 2021

Budget Officer Approval: Date:

Comment & Exceptions:

**Staff Contact who completed this form:** **Elizabeth Peterson** Phone # **(505) 470-3186**

Email: **empeterson@santafenm.gov**

**To be recorded by City Clerk:**

Clerk #

Date of Execution:

# City of Santa Fe

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

## BUSINESS REGISTRATION

**Business Name:** YOUTH WORKS
DBA: YOUTH WORKS

**Business Location:** 1504 CERRILLOS RD
SANTA FE, NM 87501

**Owner:** MELYNN SCHUYLER

**License Number:** 222597

**Issued Date:** November 25, 2020

**Expiration Date:** November 25, 2021

**CRS Number:** 02-471161-00-6

**License Type:** Business License - Renewable

**Classification:** Business Registration - Standard

**Fees Paid:** $35.00

YOUTH WORKS
1504 CERRILLOS RD
SANTA FE , NM 87505

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**

YOUTINC-03 BMARTINEZ

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/1/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|---|---|
| PRODUCER License # 0757776<br>HUB International Insurance Services (NMX)<br>518 8th Street<br>Las Vegas, NM 87701 | CONTACT NAME:<br>PHONE (A/C, No, Ext): (505) 425-9325 FAX (A/C, No): (866) 538-1594<br>E-MAIL ADDRESS: |
| | INSURER(S) AFFORDING COVERAGE — NAIC # |
| | INSURER A : Selective |
| INSURED<br>Youthworks, Inc.<br>1000 Cordova Place #415<br>Santa Fe, NM 87505 | INSURER B :<br>INSURER C :<br>INSURER D :<br>INSURER E :<br>INSURER F : |

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

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ 1,000,000 |
| | [ ] CLAIMS-MADE [X] OCCUR | X | | S2305636 | 7/2/2020 | 7/2/2021 | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 1,000,000 |
| | | | | | | | MED EXP (Any one person) | $ 20,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 3,000,000 |
| | X POLICY [ ] PRO-JECT [ ] LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 3,000,000 |
| | [ ] OTHER: | | | | | | | $ |
| A | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | X ANY AUTO | | | S2305636 | 7/2/2020 | 7/2/2021 | BODILY INJURY (Per person) | $ |
| | [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| A | X UMBRELLA LIAB X OCCUR | | | | | | EACH OCCURRENCE | $ 1,000,000 |
| | [ ] EXCESS LIAB [ ] CLAIMS-MADE | | | S2305636 | 7/2/2020 | 7/2/2021 | AGGREGATE | $ 1,000,000 |
| | [ ] DED X RETENTION $ 0 | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N | | | | | | [ ] PER STATUTE [ ] OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) | N / A | | | | | E.L. EACH ACCIDENT | $ |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ |
| A | Commercial Property | | | S2305636 | 7/2/2020 | 7/2/2021 | | |
| A | Professional Liab. | | | S2305636 | 7/2/2020 | 7/2/2021 | | 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is additional insured as respects: YouthWorks Summer Meals Program 6/1/2020 - 8/15/2020

**CERTIFICATE HOLDER**

City of Santa Fe
PO Box 909
Santa Fe, NM 87504-0909

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE


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The ACORD name and logo are registered marks of ACORD

**Signature:** Kyra Ochoa
Kyra Ochoa (Mar 9, 2021 14:51 CST)

**Email:** krochoa@santafenm.gov

# GB COMMUNITY HEALTH AND SAFETY YOUTHWORKS AMENDMENT.

Final Audit Report 2021-03-09

| | |
|---|---|
| Created: | 2021-03-09 |
| By: | Victor Vigil (vjvigil@ci.santa-fe.nm.us) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAASwzCSLFhQNb07gvn4aYU09YTzrK2m1BG |

## "GB COMMUNITY HEALTH AND SAFETY YOUTHWORKS AM ENDMENT." History

Document created by Victor Vigil (vjvigil@ci.santa-fe.nm.us)
2021-03-09 - 8:48:59 PM GMT- IP address: 63.232.20.2

Document emailed to Kyra Ochoa (krochoa@santafenm.gov) for signature
2021-03-09 - 8:49:32 PM GMT

Email viewed by Kyra Ochoa (krochoa@santafenm.gov)
2021-03-09 - 8:50:28 PM GMT- IP address: 104.47.64.254

Document e-signed by Kyra Ochoa (krochoa@santafenm.gov)
Signature Date: 2021-03-09 - 8:51:03 PM GMT - Time Source: server- IP address: 97.88.230.12

Agreement completed.
2021-03-09 - 8:51:03 PM GMT

# GB COMMUNITY HEALTH AND SAFETY YOUTHWORKS AMENDMENT

Final Audit Report 2021-03-17

| | |
|---|---|
| Created: | 2021-03-15 |
| By: | Jimmy Tapia (jptapia@ci.santa-fe.nm.us) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAtDcaoMGlm3FLkfdSdnIeZO0IgnWmzt3g |

## "GB COMMUNITY HEALTH AND SAFETY YOUTHWORKS AM ENDMENT" History

Document created by Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
2021-03-15 - 4:17:25 PM GMT- IP address: 63.232.20.2

Document emailed to Alexis Lotero (aclotero@santafenm.gov) for signature
2021-03-15 - 4:19:51 PM GMT

Email viewed by Alexis Lotero (aclotero@santafenm.gov)
2021-03-16 - 10:59:43 PM GMT- IP address: 104.47.64.254

Document e-signed by Alexis Lotero (aclotero@santafenm.gov)
Signature Date: 2021-03-16 - 11:03:49 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Fran Dunaway (fadunaway@santafenm.gov) for signature
2021-03-16 - 11:03:52 PM GMT

Email viewed by Fran Dunaway (fadunaway@santafenm.gov)
2021-03-17 - 3:09:23 PM GMT- IP address: 104.47.64.254

Document e-signed by Fran Dunaway (fadunaway@santafenm.gov)
Signature Date: 2021-03-17 - 3:13:25 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2021-03-17 - 3:13:25 PM GMT

# City of Santa Fe, New Mexico
## Memorandum

**DATE:** **February 15, 2021**

**TO:** **Alan Webber, Mayor and City Council**

**VIA:** **Mary McCoy, Finance Department Director**
**Fran Dunaway, Chief Procurement Officer**
**Kyra Ochoa, Community Health and Safety Department Acting Director** KO
**Julie Sanchez, Youth and Family Services Division Director** JJS

**FROM:** **Elizabeth Peterson, Children and Youth Program Manager** EP

---

**ITEM AND ISSUE:**
Request for HSC Contract Term Extension; all contractors (Elizabeth Peterson, Children and Youth Program Manager, empeterson@santafenm.gov, (505)470-3186)

**No change to contract amounts.**

**BACKGROUND AND SUMMARY:**
The Santa Fe Human Services Committee (HSC) was established by resolution 2012- in 2012 to assess and advocate for human service needs, coordinate resources to maximize cost-effectiveness, evaluate local human services programs and provide technical assistance to programs. The Responsibilities of the Committee include oversight of the Human Services Fund, review of applications for the fund and making recommendations, and ensuring access to services for all residents of Santa Fe.

The Committee in partnership with the County wishes to ensure that essential services, which include primary health care, access to basic materials goods and services like food and shelter, mental health counseling and related crisis services, are available to our residents. Community organizations funded with Human Services funding participate in CONNECT; a network that helps Santa Feans navigate a complex, sometimes challenging system of care. Organizations collect and track data to show the scope of our community need and our collective impact on that need.

This is a request to amend Human Service funded contracts with a contract extension for a term of one (1) year to ensure the continuation of support services to the community in the midst of a pandemic. Organizations have responded to the pandemic and altered and refined operations to serve the community while following public health orders. By extending the contract for a term of one year, organizations who are already burdened with adapting to COVID-19 restrictions can concentrate on delivery of services and resources without the added element of responding to a Referral for Proposal (RFP) process. We propose that a Human Service fund RFP is released in March of 2022.

The Committee works cooperatively with the Community Services Department and Youth and Family Services Division staff throughout the year and advises on how to effectively plan, coordinate or support health and human issues in our community. The Committee has reviewed this request and recommends the Scope of Work and contract extension be approved.

**PROCUREMENT METHOD:**
On March 5, 2019, RFP # 19/31/P was issued through the Purchasing Office. The Human Services Committee reviewed requests, made recommendations to the Governing Body and contracts were executed

July 12, 2019 for a three (3) year term ending June 30, 2021**.** With a one year term extension, contracts will end June 30th, 2022**.**

**CONTRACT NUMBER:**
Multiple award recommendations were made by the Human Services Committee**. (Please reference Appendix A for the Munis Contract Numbers)**

**FUNDING SOURCE:**
The funding source is:
**Fund Name/Number**: Human Service Fund/ 240
**Munis Org Name/Number:** Human Services/ 2400122
**Munis Object Name/Number:** Grants and Services/510400

**ACTION REQUESTED:**
The Community Health and Safety Department and the Youth and Family Services Division respectfully requests your review and approval**.**

**Signature:** Elizabeth Peterson
Elizabeth Peterson (Feb 23, 2021 13:24 MST)

**Email:** empeterson@santafenm.gov

**Signature:** 
Julie Sanchez (Feb 23, 2021 13:28 MST)

**Email:** jjsanchez@santafenm.gov

# HSC Term Extension Contract Amendments Memo

Final Audit Report 2021-02-23

| | |
|---|---|
| Created: | 2021-02-23 |
| By: | Michelle Gurule (magurule@ci.santa-fe.nm.us) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAA_XZqtctFYFM8vLgOIlqGDao6rvaJDNXY |

## "HSC Term Extension Contract Amendments Memo" History

Document created by Michelle Gurule (magurule@ci.santa-fe.nm.us)
2021-02-23 - 8:22:09 PM GMT- IP address: 63.232.20.2

Document emailed to Elizabeth Peterson (empeterson@santafenm.gov) for signature
2021-02-23 - 8:23:08 PM GMT

Email viewed by Elizabeth Peterson (empeterson@santafenm.gov)
2021-02-23 - 8:23:28 PM GMT- IP address: 104.47.64.254

Document e-signed by Elizabeth Peterson (empeterson@santafenm.gov)
Signature Date: 2021-02-23 - 8:24:11 PM GMT - Time Source: server- IP address: 75.161.230.88

Document emailed to Julie Sanchez (jjsanchez@santafenm.gov) for signature
2021-02-23 - 8:24:13 PM GMT

Email viewed by Julie Sanchez (jjsanchez@santafenm.gov)
2021-02-23 - 8:27:38 PM GMT- IP address: 104.47.65.254

Document e-signed by Julie Sanchez (jjsanchez@santafenm.gov)
Signature Date: 2021-02-23 - 8:28:13 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2021-02-23 - 8:28:13 PM GMT

POWERED BY Adobe Sign

**CITY OF SANTA FE**
**AMENDMENT No. 1 TO**
**PROFESSIONAL SERVICES AGREEMENT**
**#19-0588**

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated May 29, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and LITERACY VOLUNTEERS (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 the navigation and safety net services to adult's ages 18+.

B. Pursuant to Article 14 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. TERM

Article 3, of the Agreement is hereby amended to reflect a change in term so that Article 3 reads in its entirety as follows:

> THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30th 2022** unless terminated pursuant to paragraph 4 (Termination), or paragraph (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.

2. AGREEMENT IN FULL FORCE.

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

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

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

Date:_____

ATTEST:

_____
KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:

Marcos Martinez
Marcos Martinez (Jan 12, 2021 08:52 MST)
_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY T. MCCOY, FINANCE DIRECTOR

2400122.510400 AL
MUNIS ORG/OBJ AL

CONTRACTOR:
Literacy Volunteers

Letty Nava Executive Director
NAME & TITLE

Date: 28 Jan 2021
CRS# Exempt
Business Reg# 19-00111062
BUSINESS LICENSE#225913

# 2021 01 11 Amendment 1 Literacy Volunteers

Final Audit Report 2021-01-12

| | |
|---|---|
| Created: | 2021-01-12 |
| By: | Irene Romero (ikromero@ci.santa-fe.nm.us) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAlpHCz8s2OptnodeleHa65nhlcgcmOl27 |

## "2021 01 11 Amendment 1 Literacy Volunteers" History

Document created by Irene Romero (ikromero@ci.santa-fe.nm.us)
2021-01-12 - 3:49:50 PM GMT- IP address: 63.232.20.2

Document emailed to Marcos Martinez (mdmartinez@santafenm.gov) for signature
2021-01-12 - 3:50:10 PM GMT

Email viewed by Marcos Martinez (mdmartinez@santafenm.gov)
2021-01-12 - 3:50:24 PM GMT- IP address: 174.56.49.116

Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)
Signature Date: 2021-01-12 - 3:52:34 PM GMT - Time Source: server- IP address: 174.56.49.116

Agreement completed.
2021-01-12 - 3:52:34 PM GMT

ITEM # 19-0588

CITY OF SANTA FE

GOODS AND SERVICES
Tier I: Safety Net Services

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and **LITERACY VOLUNTEERS OF SANTA FE** herein after referred to as the "Contractor."

**IT IS MUTUALLY AGREED BETWEEN THE PARTIES:**

1. **Definitions**

*a.* "Products and Services schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended with the prior approval of the Agreement Administrator. New products and services shall not be added to the Products and Services Schedule.

*b.* "You" and "your" refers to **(LITERACY VOLUNTEERS OF SANTA FE).** "We," "us" or "our" refers to the City and whose accounts are created under this Agreement.

*c.* Safety Net Services: Social welfare services provided by state and local government and non-profit agencies. These services are geared toward eliminating or reducing potentially dangerous or life-threatening conditions of poverty.

*d.* Food Insecure: lacking reliable access to a sufficient quantity of affordable, nutritious food.

*e.* Binge Drinking: the consumption of an excessive amount of alcohol in a short period of time. https://www.cdc.gov/alcohol/fact-sheets/binge-drinking.htm

*f.* Homelessness: the circumstance of being without a permanent dwelling, such as a house or apartment.

*g.* Unemployment: the circumstance of being without a paid job while available to work.

*h.* Openness and Acceptance: a condition where inclusion into a larger social group and access to needed resources are available to all, regardless of ethnicity, sexual orientation, country of origin, age, or gender.

*i.* Memorandum of Understanding (MOU): A non-binding agreement between two or more parties outlining the terms and details of an understanding including each parties' requirements and responsibilities.

2. **Scope of Work**

Tier I: Safety Net Services Delivery (ages 18+)

| Funding Category/Goal Area | Indicators |
|---|---|
| ☐ Adult Health | ☐ Chronic disease rates (Heart disease, diabetes, cancer, and obesity)<br>☐ Rate of adults consuming 5+ fruits and veggies daily<br>☐ Rate of adults meeting recommended physical activity levels (150 minutes of aerobic physical activity per week)<br>☐ % Women receiving prenatal care in 1st trimester |
| ☐ Behavioral Health | ☐ % Current depression (past 2 weeks)<br>☐ Suicide death rates<br>☐ % Binge drinking (past 30 days)<br>☐ Alcohol-related deaths<br>☐ Drug-overdose deaths<br>☐ Untreated adults with mental illness |
| ☐ Community Safety | ☐ Fall-related deaths<br>☐ Homelessness rate<br>☐ Domestic Violence rate |
| ☒ Equitable Society | ☒ % Unemployment<br>☐ % Food insecure households<br>☒% Adults Age 25+ with Post-Secondary education<br>☐ Openness and acceptance of community toward people of diverse backgrounds |

A. The Contractor shall perform the following work:

1) Safety net services in the above-selected funding category/goal area to impact the selected indicator(s).

2) Safety net services to City of Santa Fe resident's ages 18+.

3) Use an agreed-upon IT system to be determined by the City of Santa Fe's Community Services Department and the Human Services Committee, which will track individual client outcomes and effectiveness of referrals within a network on participating community organizations. This includes participation in data sharing with other organizations on referrals received and processed (with consent of the clients served obtained by referring agency) and requires MOUs with community partners, to be negotiated with the assistance of the City of Santa Fe. Share aggregate and non-medical client data with other City of Santa Fe and Santa Fe County-funded partners.

4) Provide Program Manager or other appointed City staff with quarterly data on performance measures, outcomes of referrals and number of clients served.

5) Survey individuals-served annually to assess their continued engagement with needed resources and satisfaction with service delivery.

6) Ensure as appropriate that clients served are from underserved communities e.g. American Indian/Alaska Native, Hispanic, and African American/Black with a priority serving low to very low-income households.

B. *Performance Measures:*

Contractor shall substantially perform the following:

1) # or % of adult participants placed in employment, # or % of adult participants enrolled in post-secondary education; # or % of participants with improved literacy after 6 months in the program; and

2) # or % of clients referred to Literacy Volunteers from outside agencies; and

3) # or % of Literacy Volunteers participants screened by the social needs screening tool.

C. *Deliverables:*

1) Provide Literacy Instruction, Employment programming and Post-secondary enrollment to a minimum of 140 unduplicated adult individuals and/or families x $428.00 per individual adult/family.

2) Annual report and three quarterly reports documenting outcomes of referrals, including a year-end summary of City grant related expenses plus additional material as requested by the Human Service Committee or City of Santa Fe Community Services Department/Youth and Family Services Division.

3) The receipt of the deliverables contemplated under this Agreement shall assist the City and Human Services Committee in obtaining its goal(s) as set forth in its Strategic Plan on page(s) 1-4.

3. **Compensation**

The City shall pay to the Contractor based upon fixed prices for each Deliverable item as listed here.

Deliverable item: _____

FY20: Unduplicated People Served 140 x $428.00 (annual per person rate) = $60,000.00 (Total Contract Amount)

FY21: Unduplicated People Served 140 x $428.00 (annual per person rate) = $60,000.00 (Total Contract Amount)

The total compensation under this Agreement shall not exceed [$120,000.00] including New Mexico gross receipts tax.

4. **Payment Provisions**

All payments under this Agreement are subject to the following provisions.

A. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.

B. Payment of Invoice - Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of invoice. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

5. **Term**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and end on **June 30th 2021** The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four years in accordance with NMSA 1978, §§ 13-1-150 through 152.

6. **Default and Force Majeure**

The City reserves the right to cancel all or any part of any orders placed under this contract without cost to the City, if the Contractorfails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Contractorliable for any excess cost occasioned by the City due to the Vendor's default. The Contractorshall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the

sub-contractor were obtainable from other sources in sufficient time to permit the Contractorto meet the required delivery scheduled. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

7. **Termination**

A. Grounds. The City may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.

B. Notice; City Opportunity to Cure.

1. Except as otherwise provided in Paragraphs 7.A and 17, the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

8. **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 Paragraph 7 herein, or to agree to the reduced funding.

9. **Status of Contractor**

The Contractor, and Contractor's agents and employees, are independent Contractors for the City and are not employees of the City. The Contractor, and Contractor's 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 personally reportable by the Contractor for income tax purposes, including without limitation, self-employment tax and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has written authority to do so, and then only within the strict limits of that authority.

10. **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.

11. **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.

12. **Non-Collusion**

In signing this Agreement, the Vendor/Contractor certifies the Vendor/Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City.

13. **Inspection of Plant**

The City may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

14. **Site Visits.**

At any time during the contract period the director or designee of the COMMUNITY SERVICES DEPARTMENT may perform a site visit to contracted sites to review programming and meet with participants. Members of the oversight body will be informed and invited to participate, this may include community partners and program co-funders.

15. **Commercial Warranty**

The Contractoragrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Contractorgives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. Contractoragrees not to disclaim warranties of fitness for a particular purpose or merchantability.

16. **Condition of Proposed Items**

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

17. **Records and Financial Audit**

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. 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. The City or city contractor shall have the right, at reasonable times and at a site designated by the City, to audit financial expenditures of City grant funding, documents, files and records of the Contractor to the extent that the finances, documents, files and records related to costs or accuracy of reimbursement for outcome or deliverable. The Contractor shall give full and free access to all records to the City and/or their authorized representative. The Contractor shall maintain detailed records that indicate the date, 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. If offering Navigation Services, records must indicate that the City is the sole payor per client billed for. The records shall be subject to inspection by the City.

18. **Appropriations**

The terms of this Agreement, and any orders placed under it, 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 legislature, this Agreement, and any orders placed under it, shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. 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.

19. **Release**

The Contractor, upon final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

20. **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 prior written approval by the City.

21. **Conflict of Interest**

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. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

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 Paragraph 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 Paragraph 20 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 Paragraph 20 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.

22. **Approval of Contractor Representative(s)**

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

23. **Scope of Agreement; 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 agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

24. **Notice**

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 bribes, gratuities and kickbacks.

25. **Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws, and local Ordinances,

pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, 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, 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.

26. **Indemnification**

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

27. **New Mexico Tort Claims Act**

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

28. **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 NMSA 1978, § 38-3-1 (G). 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.

29. **Limitation of Liability**

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's, claim. The foregoing limitation does not apply to paragraph 25 of this Agreement or to damages resulting from personal injury caused by the Contractor's negligence.

30. **Incorporation by Reference and Precedence**

A. If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

B. In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of

precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

31. **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.

32. **Inspection**

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

33. **Inspection of Services**

If this contract is for the purchase of services, the following terms shall apply.

A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Agreement requires. The City has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

D. If any part of the services do not conform with the requirements of this Agreement, the City may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:

(1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and

(2) reduce the contract price to reflect the reduced value of the services performed.

E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the City may:

(1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or

(2) terminate the contract for default.

34. **Insurance**

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

A. 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.

35. **Impracticality of Performance**

A party shall be excused from performance under this Agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

36. **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.

37. **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.

38. **Patent, Copyright and Trade Secret Indemnification**

A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Agreement infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys'

fees that a court finally awards as a result of any 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 amount of the judgment. To qualify for such defense and or payment, the City shall:

i. give the Contractor prompt written notice within 48 hours of any claim;

ii. allow the Contractor to control the defense of settlement of the claim; and

iii. cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. 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 option and expense:

i. 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;

ii. replace or modify the product or service so that it becomes non-infringing; or,

iii. accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

39. **Survival**

The Agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Agreement. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Agreement shall survive this Agreement.

40. **Disclosure Regarding Responsibility**

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars ($60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the

Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7 of this Agreement.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

41. **Suspension, Delay or Interruption of Work**

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Agreement.

42. **Notification**

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To the City: [Julie Sanchez, Program Manager, 500 Market Station Suite 200, jjsanchez@ci.santa-fe.nm.us].

To the Contractor: [Literacy Volunteers, 6401 Richards Ave, letty.naranjo@sfcc.org].

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

To the Contractor: [Literacy Volunteers, 6401 Richards Ave, letty.naranjo@sfcc.org].

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

43. **Succession**

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

44. **Reporting.**

Grantees shall submit Quarterly Reports on the programmatic accomplishments made toward the goals of the grant agreement. Quarterly reports are due to the YOUTH AND FAMILY SERVICES DIVISION or COMMUNITY SERVICES DEPARTMENT Program Manager no later than the 15th of the month subsequent to the Quarter end date with the exception of the 4th quarter which is due July 5th. If the 15th falls on a weekend reports will be due the following Monday by close of business. Quarterly Reports shall include the following:

A. Total Amount of funds received, Amount of funds received that were expended for programs; Number of adults served in the current quarter (if not already included in reporting template); reporting template with attachments or reporting as requested by DIVISION, DEPARTMENT or the COMMITTEE.

B.

| **Fiscal Year Quarters:** | **Reports Due:** |
|---|---|
| Quarter 1: July-September | October 15th |
| Quarter 2: October-December | January 15th |
| Quarter 3: January-March | April 15th |
| Quarter 4: April-June | July 5th |

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 M. WEBBER, MAYOR

DATE: 7/12/19

CONTRACTOR:
Literacy Volunteers

Letty Naranjo
NAME: Letty Naranjo
TITLE: Executive Director

DATE: 2 July 2019

CRS#EXEMPT
REGISTRATION # 19-00111062

ATTEST:

Yolanda Y. Vigil
YOLANDA Y. VIGIL, CITY CLERK
cc mtg 5.29.2019

APPROVED AS TO FORM:

Andrea Salazar
for ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

Mary McCoy
MARY T. MCCOY, FINANCE DIRECTOR

22763.510400
Business Unit Line Item

# HSC Contract Amendment List 19/31/P

## APPENDIX A: FY19-21 HSC Contract Amendments

| | Name of Nonprofit Organization | MUNIS Contract # | HSC Contract Amounts | Tier | Funding Category/Goal Area |
|---|---|---|---|---|---|
| 1 | Coming Home Connection | 3200428 | $ 75,000.00 | II | Community Safety |
| 2 | Esperanza Shelter | 3200450 | $ 43,000.00 | II | Community Safety |
| 3 | Feeding Santa Fe | 3200472 | $ 30,000.00 | I | Equitable Society |
| 4 | Food Depot | 3200474 | $ 57,000.00 | II | Equitable Society |
| 5 | Interfaith Community Shelter | 3200483 | $ 150,000.00 | II | Behavioral Health, Community Safety |
| 6 | Kitchen Angels | 3200485 | $ 50,000.00 | II | Equitable Society |
| 7 | La Familia | 3200585 | $ 75,000.00 | I | Adult Health |
| 8 | Life Link | 3200493 | $ 70,000.00 | II | Behavioral Health, Community Safety |
| 9 | Literacy Volunteers | 3200712 | $ 60,000.00 | I | Equitable Society |
| 10 | NM Immigrant Law Center | 3200855 | $ 50,000.00 | I | Community Safety, Equitable Society |
| 11 | Santa Fe Dreamers Project | 3200595 | $ 40,000.00 | I | Equitable Society |
| 12 | St. Elizabeth Shelter | 3200597 | $ 100,000.00 | II | Community Safety |
| 13 | YouthWorks | 3200587 | $ 50,000.00 | II | Equitable Society |
| | | | **$ 850,000.00** | | |

Definitions:

**Tier I** will focus on safety net services delivery, e.g. # of individuals served with units or items of service delivery such as food, clothes, hours of counseling, etc. and will use Unite Us! to close

**Tier II** will focus on not only on safety net services delivery and closing referral loops but also on screening and navigation services. Tier II respondents will screen for needs and connect individual clients to safety net services and navigate them to other priority community services. A Social Needs Screening Tool will used to determine unmet needs. Navigation will coordinate care and services

# CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: HSC funded organizations- Appendix A

Procurement Title: RFP#19/31/P

Procurement Method: State Price Agreement ☐ *Cooperative* ☐ *Sole Source* ☐ *Other* ☐ _____

*Exempt* ☐ *Request For Proposal (*RFP) ☒ *Invitation To Bid (ITB)* ☐ *Contract under 60K* ☐ *Contract over 60K* ☐

Department Requesting: Community Health and Safety Department Staff Name Elizabeth Peterson

**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: _____ |

Elizabeth Peterson | Children and Youth Program Manager | 2/15/2021

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

Fran Dunaway

Fran Dunaway (Mar 17, 2021 09:35 MDT)

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

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

*

# City of Santa Fe

## Real Estate Summary of Contracts, Agreements, Amendments & Leases

**Section to be completed by department**

1. Munis Contract # **Appendix A mult**

Contractor: **Multiple HSC funded organizations: Appendix A**

Description: **Human Services Committee funded adult services FY 19-21**

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ☉

Term Start Date: **July 12, 2019** Term End Date: **June, 30, 2021**

☑ Approved by Council Date: **5/29/19**

**Contract / Lease:** **HSC funded services for FY 19-21**

Amendment # **1** to the Original Contract / Lease #

Increase/(Decrease) Amount $ **n/a**

Extend Termination Date to: **June 30, 2022**

☐ Approved by Council Date:

**Amendment is for:**

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

**Extension of term for one (1) year for multiple organizations.**

3. **Procurement History:** **RFP#19/31/P**

Fran Dunaway (Mar 17, 2021 09:35 MDT)

Purchasing Officer Review: Mar 17, 2021 Date:

Comment & Exceptions: extend & increase Navigation Services 7/12/21-6/30/22

4. **Funding Source:** **Human Service Fund/ 240** **Org / Object:** **2400122/510400**

Alexis Lotero

Alexis Lotero (Mar 16, 2021 17:44 MDT)

Budget Officer Approval: Mar 16, 2021 Date:

Comment & Exceptions:

**Staff Contact who completed this form:** **Elizabeth Peterson** Phone # **(505) 470-3186**

Email: **empeterson@santafenm.gov**

**To be recorded by City Clerk:**

Clerk #

Date of Execution:

# City of Santa Fe

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

## BUSINESS REGISTRATION

**Business Name:** LITERACY VOLUNTEERS OF SF
DBA: LITERACY VOLUNTEERS OF SF

**Business Location:** 6401 RICHARDS AVE
SANTA FE , NM 87508

**CRS Number:** 02037751007

**Owner:** LITERACY VOLUNTEERS OF SF

**License Number:** 225913

**License Type:** Business License - Renewable

**Issued Date:** February 18, 2021

**Classification:** Out of Jurisdiction Business License

**Expiration Date:** February 18, 2022

**Fees Paid:** $10.00

LITERACY VOLUNTEERS OF SF
6401 RICHARDS AVE
SANTA FE , NM 87508

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

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

**TO BE POSTED IN A CONSPICUOUS PLACE**

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/25/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER | CONTACT NAME: Risk Services | |
|---|---|---|
| Poms & Associates Insurance Brokers<br>CA License #0814733<br>5700 Canoga Avenue<br>Woodland Hills, CA 91367 | PHONE (A/C, No, Ext): (800) 578-8802 | FAX (A/C, No): (818)449-9449 |
| | E-MAIL ADDRESS: rservices@pomsassoc.com | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A : New Mexico Public Schools Insurance Authority | N/A |
| INSURED<br>New Mexico Public Schools Insurance Authority<br>Member: Santa Fe Community College<br>4110 Old Taos Highway<br>Santa Fe, NM 87501 | INSURER B : Safety National | |
| | INSURER C : | |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

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

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE [ ] OCCUR [X]<br>[X] Owners Contractors Protective Liability<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[X] POLICY [ ] PRO-JECT [ ] LOC | | | MOC NO L0023 | 07/01/2020 | 07/01/2021 | EACH OCCURRENCE | $ Tort Limit |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ Tort Limit |
| | | | | | | | MED EXP (Any one person) | $ Tort Limit |
| | | | | | | | PERSONAL & ADV INJURY | $ Tort Limit |
| | | | | | | | GENERAL AGGREGATE | $ Tort Limit |
| | | | | | | | PRODUCTS - COMP/OP AGG | $ Tort Limit |
| | | | | | | | Maximum Liability | $ 1,050,000 |
| | AUTOMOBILE LIABILITY<br>ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>HIRED AUTOS<br>NON-OWNED AUTOS | | | | | | COMBINED SINGLE LIMIT (Ea accident) | |
| | | | | | | | BODILY INJURY (Per person) | |
| | | | | | | | BODILY INJURY (Per accident) | |
| | | | | | | | PROPERTY DAMAGE (Per accident) | |
| | | | | | | | Maximum Liability | |
| | UMBRELLA LIAB [ ] OCCUR<br>EXCESS LIAB [ ] CLAIMS-MADE<br>DED [ ] RETENTION $ | | | | | | EACH OCCURRENCE | |
| | | | | | | | AGGREGATE | |
| | | | | | | | | |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ]<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | | | | PER STATUTE [ ] OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | |
| | | | | | | | Each Occurrence<br>Maximum Liability | |

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

See attached New Mexico Tort Claims Act Section 41-4-19: Maximum Liability Summary. Cert Holder is additional insured if required by written contract. General Liability Retention=$750K.

Respects to Insured's liability arising out of the Literacy Program.

**CERTIFICATE HOLDER**

City of Santa Fe, Youth & Family Services
PO Box 909
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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AGENCY CUSTOMER ID: _____

LOC #: _____

# ADDITIONAL REMARKS SCHEDULE



| AGENCY | NAMED INSURED |
|---|---|
| Poms & Associates Insurance Brokers | New Mexico Public Schools Insurance Authority |
| POLICY NUMBER | |
| CARRIER / NAIC CODE | EFFECTIVE DATE: |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ FORM TITLE: : Notes

**Summary of New Mexico Tort Claims Act Section 41-4-19:**
**Maximum Liability Governmental entities and agencies, including public schools, public charter schools and community colleges and universities are granted immunity from liability.**
**Commercial General Liability Products and Completed Operations**
**Professional Liability**
**Contractual Liability**
**Imposed by New Mexico Tort Claims Act [ NMSA 1975 §41-4-1 through 41-4-29]**
**$400,000 Bodily Injury Per Person**
**$200,000 Property Damage Per Property Address**
**$300,000 Medical**
**$750,000 Per Occurrence**
**$1,050,000 Combined Limit/Maximum Liability**



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**Signature:** Kyra Ochoa (Mar 8, 2021 13:51 CST)

**Email:** krochoa@santafenm.gov

# GB COMMUNITY HEALTH AND SAFETY LITERACY VOLUNTEERS ADMENDMENT.

Final Audit Report 2021-03-08

| | |
|---|---|
| Created: | 2021-03-08 |
| By: | Michelle Gurule (magurule@ci.santa-fe.nm.us) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAcFeK50S6CEUCl7nrJ2FBbHFqZ4QlaJht |

## "GB COMMUNITY HEALTH AND SAFETY LITERACY VOLUNTEERS ADMENDMENT." History

Document created by Michelle Gurule (magurule@ci.santa-fe.nm.us)
2021-03-08 - 7:42:10 PM GMT- IP address: 63.232.20.2

Document emailed to Kyra Ochoa (krochoa@santafenm.gov) for signature
2021-03-08 - 7:43:37 PM GMT

Email viewed by Kyra Ochoa (krochoa@santafenm.gov)
2021-03-08 - 7:46:21 PM GMT- IP address: 174.219.6.230

Document e-signed by Kyra Ochoa (krochoa@santafenm.gov)
Signature Date: 2021-03-08 - 7:51:53 PM GMT - Time Source: server- IP address: 174.219.6.230

Agreement completed.
2021-03-08 - 7:51:53 PM GMT

# GB COMMUNITY HEALTH AND SAFETY LITERACY VOLUNTEERS ADMENDMENT

Final Audit Report 2021-03-17

| | |
|---|---|
| Created: | 2021-03-15 |
| By: | Jimmy Tapia (jptapia@ci.santa-fe.nm.us) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAA5UXND4TuL1qvvCNmC3fnWYUEPU8GabUh |

## "GB COMMUNITY HEALTH AND SAFETY LITERACY VOLUNTEERS ADMENDMENT" History

Document created by Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
2021-03-15 - 4:10:15 PM GMT- IP address: 63.232.20.2

Document emailed to Alexis Lotero (aclotero@santafenm.gov) for signature
2021-03-15 - 4:12:35 PM GMT

Email viewed by Alexis Lotero (aclotero@santafenm.gov)
2021-03-16 - 11:43:41 PM GMT- IP address: 104.47.65.254

Document e-signed by Alexis Lotero (aclotero@santafenm.gov)
Signature Date: 2021-03-16 - 11:44:34 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Fran Dunaway (fadunaway@santafenm.gov) for signature
2021-03-16 - 11:44:38 PM GMT

Email viewed by Fran Dunaway (fadunaway@santafenm.gov)
2021-03-17 - 3:28:13 PM GMT- IP address: 104.47.64.254

Document e-signed by Fran Dunaway (fadunaway@santafenm.gov)
Signature Date: 2021-03-17 - 3:35:19 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2021-03-17 - 3:35:19 PM GMT

# City of Santa Fe, New Mexico
## Memorandum

**DATE:** **February 15, 2021**

**TO:** **Alan Webber, Mayor and City Council**

**VIA:** **Mary McCoy, Finance Department Director**
**Fran Dunaway, Chief Procurement Officer**
**Kyra Ochoa, Community Health and Safety Department Acting Director** KO
**Julie Sanchez, Youth and Family Services Division Director** JJS

**FROM:** **Elizabeth Peterson, Children and Youth Program Manager** EP

---

**ITEM AND ISSUE:**
Request for HSC Contract Term Extension; all contractors (Elizabeth Peterson, Children and Youth Program Manager, empeterson@santafenm.gov, (505)470-3186)

**No change to contract amounts.**

**BACKGROUND AND SUMMARY:**
The Santa Fe Human Services Committee (HSC) was established by resolution 2012- in 2012 to assess and advocate for human service needs, coordinate resources to maximize cost-effectiveness, evaluate local human services programs and provide technical assistance to programs. The Responsibilities of the Committee include oversight of the Human Services Fund, review of applications for the fund and making recommendations, and ensuring access to services for all residents of Santa Fe.

The Committee in partnership with the County wishes to ensure that essential services, which include primary health care, access to basic materials goods and services like food and shelter, mental health counseling and related crisis services, are available to our residents. Community organizations funded with Human Services funding participate in CONNECT; a network that helps Santa Feans navigate a complex, sometimes challenging system of care. Organizations collect and track data to show the scope of our community need and our collective impact on that need.

This is a request to amend Human Service funded contracts with a contract extension for a term of one (1) year to ensure the continuation of support services to the community in the midst of a pandemic. Organizations have responded to the pandemic and altered and refined operations to serve the community while following public health orders. By extending the contract for a term of one year, organizations who are already burdened with adapting to COVID-19 restrictions can concentrate on delivery of services and resources without the added element of responding to a Referral for Proposal (RFP) process. We propose that a Human Service fund RFP is released in March of 2022.

The Committee works cooperatively with the Community Services Department and Youth and Family Services Division staff throughout the year and advises on how to effectively plan, coordinate or support health and human issues in our community. The Committee has reviewed this request and recommends the Scope of Work and contract extension be approved.

**PROCUREMENT METHOD:**
On March 5, 2019, RFP # 19/31/P was issued through the Purchasing Office. The Human Services Committee reviewed requests, made recommendations to the Governing Body and contracts were executed

July 12, 2019 for a three (3) year term ending June 30, 2021**.** With a one year term extension, contracts will end June 30th, 2022**.**

**CONTRACT NUMBER:**
Multiple award recommendations were made by the Human Services Committee**. (Please reference Appendix A for the Munis Contract Numbers)**

**FUNDING SOURCE:**
The funding source is:
**Fund Name/Number**: Human Service Fund/ 240
**Munis Org Name/Number:** Human Services/ 2400122
**Munis Object Name/Number:** Grants and Services/510400

**ACTION REQUESTED:**
The Community Health and Safety Department and the Youth and Family Services Division respectfully requests your review and approval**.**

**Signature:** Elizabeth Peterson
Elizabeth Peterson (Feb 23, 2021 13:24 MST)

**Email:** empeterson@santafenm.gov

**Signature:** 
Julie Sanchez (Feb 23, 2021 13:28 MST)

**Email:** jjsanchez@santafenm.gov

# HSC Term Extension Contract Amendments Memo

Final Audit Report 2021-02-23

| | |
|---|---|
| Created: | 2021-02-23 |
| By: | Michelle Gurule (magurule@ci.santa-fe.nm.us) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAA_XZqtctFYFM8vLgOIlqGDao6rvaJDNXY |

## "HSC Term Extension Contract Amendments Memo" History

Document created by Michelle Gurule (magurule@ci.santa-fe.nm.us)
2021-02-23 - 8:22:09 PM GMT- IP address: 63.232.20.2

Document emailed to Elizabeth Peterson (empeterson@santafenm.gov) for signature
2021-02-23 - 8:23:08 PM GMT

Email viewed by Elizabeth Peterson (empeterson@santafenm.gov)
2021-02-23 - 8:23:28 PM GMT- IP address: 104.47.64.254

Document e-signed by Elizabeth Peterson (empeterson@santafenm.gov)
Signature Date: 2021-02-23 - 8:24:11 PM GMT - Time Source: server- IP address: 75.161.230.88

Document emailed to Julie Sanchez (jjsanchez@santafenm.gov) for signature
2021-02-23 - 8:24:13 PM GMT

Email viewed by Julie Sanchez (jjsanchez@santafenm.gov)
2021-02-23 - 8:27:38 PM GMT- IP address: 104.47.65.254

Document e-signed by Julie Sanchez (jjsanchez@santafenm.gov)
Signature Date: 2021-02-23 - 8:28:13 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2021-02-23 - 8:28:13 PM GMT

POWERED BY Adobe Sign

**CITY OF SANTA FE**
**AMENDMENT No. 1 TO**
**PROFESSIONAL SERVICES AGREEMENT**
**#19-0592**

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated May 29, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and THE LIFE LINK (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 the navigation and safety net services to adult's ages 18+.

B. Pursuant to Article 14 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. TERM

Article 3, of the Agreement is hereby amended to reflect a change in term so that Article 3 reads in its entirety as follows:

1) THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30th 2022** unless terminated pursuant to paragraph 4 (Termination), or paragraph (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.

2. AGREEMENT IN FULL FORCE.

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

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

CITY OF SANTA FE:

_____
ALAN M WEBBER, MAYOR

Date: _____

ATTEST:

_____
KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:

Marcos Martinez
Marcos Martinez (Jan 27, 2021 08:16 MST)
_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY T. MCCOY, FINANCE DIRECTOR

2400122.510400 AL
MUNIS ORG/OBJ AL

CONTRACTOR:
The Life Link

_____ CEO
NAME & TITLE

Date: 2/4/21

CRS: EXEMPT
REGISTRATION #19-00029352
BUSINESS LICENSE# 29352

Item # 19-0592

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT
Tier II Navigation Services

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **THE LIFE LINK** 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. **Definitions.**
   a. Safety Net Services: Social welfare services provided by state and local government and non-profit agencies intended to eliminate or reduce potentially dangerous or life-threatening conditions of poverty.

   b. Navigation: the function of linking clients with essential health and community services, performed by a navigator who coordinates care and services across siloed mental, behavioral, and physical health care delivery systems, leading to greater holistic and person-centered care. Navigation assists individuals in overcoming barriers to care and increases their engagement and active participation in care.

   c. Food Insecure: lacking reliable access to a sufficient quantity of affordable, nutritious food.

   d. Binge Drinking: the consumption of an excessive amount of alcohol in a short period of time. https://www.cdc.gov/alcohol/fact-sheets/binge-drinking.htm

   e. Homelessness: the circumstance of being without a permanent dwelling, such as a house or apartment.

   f. Unemployment: the circumstance of being without a paid job while available to work.

   g. Openness and Acceptance: a condition where inclusion into a larger social group and access to needed resources are available to all, regardless of ethnicity, sexual orientation, country of origin, age, or gender.

   h. Warm hand off: A warm hand off is a referral conducted in person, between two members of a navigation team, in front of the client (and family if present).

   i. Health Insurance Portability and Accountability Act (HIPAA): HIPAA (Health Insurance Portability and Accountability Act of 1996) is United States legislation that provides data privacy and security provisions for safeguarding medical information. The HIPAA Privacy Rule applies to organizations that are considered HIPAA-covered entities, including health plans, healthcare clearinghouses and

healthcare providers. In addition, the HIPAA Privacy Rule requires covered entities that work with a HIPAA business associate to produce a contract that imposes specific safeguards on the protected health information (PHI) that the business associate uses or discloses.

*j.* Protected Health Information (PHI): The HIPAA Privacy Rule protects all individually identifiable health information that is held or transmitted by a covered entity or a business associate. This information can be held in any form, including digital, paper or oral. This individually identifiable health information is also known as PHI under the Privacy Rule. PHI includes:

i. a patient's name, address, birth date and Social Security number;
ii. an individual's physical or mental health condition;
iii. any care provided to an individual; or
iv. information concerning the payment for the care provided to the individual that identifies the patient, or information for which there is a reasonable basis to believe could be used to identify the patient.
v. The HIPAA Privacy Rule does not consider employment records -- including information about education, as well as other records subject to or defined in the Family Educational Rights and Privacy Act -- as PHI. For de-identified data, however, there are no restrictions to its use or disclosure. De-identified data does not identify or provide information that could identify an individual.

*k.* HIPAA Business Associate Agreement (BAA): Under HIPAA, a HIPAA business associate agreement (BAA) is a contract between a HIPAA-covered entity and a HIPAA business associate (BA). The contract protects PHI in accordance with HIPAA guidelines.

*l.* Memorandum of Understanding (MOU): A non-binding agreement between two or more parties outlining the terms and details of an understanding including each parties' requirements and responsibilities.

**<u>This Space Intentionally Left Blank</u>**

2. **Scope of Work.**

Tier II: Safety Net Services Delivery and Navigation Services (ages 18+)

| Funding Category/Goal Area | Indicators |
|---|---|
| ☐ Adult Health | ☐ Chronic disease rates (Heart disease, diabetes, cancer, and obesity)<br>☐ Rate of adults consuming 5+ fruits and veggies daily<br>☐ Rate of adults meeting recommended physical activity levels (150 minutes of aerobic physical activity per week)<br>☐ % Women receiving prenatal care in 1st trimester |
| ☒ Behavioral Health | ☐ % Current depression (past 2 weeks)<br>☐ Suicide death rates<br>☐ % Binge drinking (past 30 days)<br>☐ Alcohol-related deaths<br>☐ Drug-overdose deaths<br>☒ Untreated adults with mental illness |
| ☒ Community Safety | ☐ Fall-related deaths<br>☒ Homelessness rate<br>☐ Domestic Violence rate |
| ☐ Equitable Society | ☐ % Unemployment<br>☐ % Food insecure households<br>☐ % Adults Age 25+ with Post-Secondary education<br>☐ Openness and acceptance of community toward people of diverse backgrounds |

A. The Contractor shall perform the following work:

1) Navigation and/or safety net services in the above-selected funding category/goal area to impact the selected indicator(s).

   a. Navigation services to a minimum of 50 unduplicated adult individuals and/or families x $800.00 per individual adult/family.

   b. Safety net services to minimum of 100 unduplicated adult individuals and/or families x $300.00 per individual adult/family.

2) Navigation and/or safety net services to City of Santa Fe resident's ages 18+.

3) Ensure navigator is experienced and qualified and engages in continued educational opportunities on an annual basis to increase professional qualifications.

4) Assess clients' social needs, including safe and secure housing, nutritious

food, reliable utilities and transportation, and access to health insurance, employment and education. Collect client demographic data, Emergency Room (ER) and jail use data if relevant, and data on those indicators pertinent for the population served, i.e. chronic disease, suicide, alcohol, drug abuse, and access to healthy food.

5) Deliver navigation services tailored to the individual's priorities that are culturally relevant and based on a team approach of service delivery that reflects cross-agency collaboration. This includes:

    a. Development of a navigation plan with the individual that sets appropriate goals, such as addressing safe and secure housing, food, utilities and transportation, health system enrollment, access and navigation, education and literacy, preventive care and treatment, chronic disease management, and effective social and community referrals.

    b. Identification of community and social resources tailored to the individual's needs and interaction with a network/team to address priorities of the navigation plan, develop sustainable relationships with community resources, and provide and document a "warm hand-off." Referrals will be considered complete if a sustained relationship has been verified by the individual and service provider and documented by the navigator.

6) Use an agreed-upon IT system to be determined by the City of Santa Fe's Community Services Department and the Human Services Committee. This includes participation in data sharing with other community and social organizations on activities related to navigation plans with consent of the clients served and requires MOUs/BAA's with community partners, to be negotiated with the assistance of the City of Santa. Share aggregate and non-medical client data with other City of Santa Fe and Santa Fe County-funded partners.

7) Provide Program Manager or other appointed City staff with quarterly data on performance measures, outcomes of navigation, demographics, and number of clients served.

8) Survey individuals-served annually to assess their continued engagement with needed resources and satisfaction with service delivery and/or Tier II navigation services.

9) Ensure navigators receive training on HIPAA standards and adhere to all HIPAA policies and requirements.

10) Ensure as appropriate that clients served are from underserved communities e.g. American Indian/Alaska Native, Hispanic, and African American/Black with a priority serving low to very low-income households.

*B.* *Performance Measures:*

Contractor shall substantially perform the following:

1) # Clients helped by navigator, # Clients screened using the social needs screening tool; and

2) # or % referred to housing or received housing-related assistance; # or % who accomplished specific goals related to housing; # or % clients obtaining house; # of clients staying in housing after 30 days; and

3) # or % of clients served by the Navigator reporting an improvement in circumstances or positive change in social determinants of health.

C. *Deliverables:*

1) Annual report and three quarterly reports documenting outcomes of navigation, including a year-end summary of City grant related expenses plus additional material as requested by the Human Service Committee or City of Santa Fe Community Services Department/Youth and Family Services Division.

2) The receipt of the deliverables contemplated under this Agreement shall assist the City and Human Services Committee in obtaining its goal(s) as set forth in its Strategic Plan on page(s) 1-4.

**2. Compensation.**

A. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed [$140,000.00].

1) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of eight hundred dollars ($800.00) per unduplicated person served for Tier II services, and at the rate of three hundred dollars ($300.00) per unduplicated person served for Tier I services in FY20 for up to a total of seventy thousand dollars ($70,000.00), including gross receipts tax.

2) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of eight hundred dollars ($800.00) per unduplicated person served for Tier II services, and at the rate of three hundred dollars ($300.00) per unduplicated person served for Tier I services in FY21 for up to a total of seventy thousand dollars ($70,000.00), including gross receipts tax.

B. Payment in FY21 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 fifteen (15) 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 30th 2021** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

**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. Non-Collusion.**

In signing this Agreement, the Vendor/Contractor certifies the Vendor/Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City.

**10. 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.

**11. 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.

**12. 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.

**13. 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.

**14. 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.

**15. 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.

**16. 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.

**17. 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.

**18. 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.

**19. 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.

**20. 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.

**21. Other Insurance**

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

A. 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.

**22. Records and Financial Audit.**

The City or city contractor shall have the right, at reasonable times and at a site designated by the City, to audit financial expenditures of City grant funding, documents, files and records of the Contractor to the extent that the finances, documents, files and records related to costs or accuracy of reimbursement for outcome or deliverable. The Contractor shall give full and free access to all records to the City and/or their authorized representative. The Contractor shall maintain detailed records that indicate the date, 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. If offering Navigation Services, records must indicate that the City is the sole payor per client billed for. 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.

**23. Indemnification.**

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

**24. New Mexico Tort Claims Act**

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

**25. 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.

**26. 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.

**27. 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: [Julie Sanchez, Program Manager, 500 Market Station Suite 200, jjsanchez@ci.santa-fe.nm.us].

To the Contractor: [The Life Link, 2325 Cerrillos Road, drdebernardi@thelifelink.org].

**28. 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.

**29. Site Visits.**

At any time during the contract period the director or designee of the COMMUNITY SERVICES DEPARTMENT may perform a site visit to contracted sites to review programming and meet with participants. Members of the oversight body will be informed and invited to participate, this may include community partners and program co-funders.

**30. Reporting.**

Grantees shall submit Quarterly Reports on the programmatic accomplishments made toward the goals of the grant agreement. Quarterly reports are due to the YOUTH AND FAMILY SERVICES DIVISION or COMMUNITY SERVICES DEPARTMENT Program Manager no later than the 15th of the month subsequent to the Quarter end date with the exception of the 4th

quarter which is due July 5th. If the 15th falls on a weekend reports will be due the following Monday by close of business. Quarterly Reports shall include the following:

A. Total Amount of funds received, Amount of funds received that were expended for programs; Number of adults served in the current quarter (if not already included in reporting template); reporting template with attachments or reporting as requested by DIVISION, DEPARTMENT or the COMMISSION.

| **B. Fiscal Year Quarters:** | **Reports Due:** |
|---|---|
| Quarter 1: July-September | October 15th |
| Quarter 2: October-December | January 15th |
| Quarter 3: January-March | April 15th |
| Quarter 4: April-June | July 5th |

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 M. WEBBER, MAYOR

DATE: 7/12/19

CONTRACTOR:
The Life Link

NAME: Michael DeBernardi
TITLE: CEO

DATE: 6/29/19

CRS# EX MPT
REGISTRATION# 19-00029352

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
CC mtg. 5.29.2019

APPROVED AS TO FORM:

for ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY T. MCCOY, FINANCE DIRECTOR

22763.510400
Business Unit Line Item

# HSC Contract Amendment List 19/31/P

## APPENDIX A: FY19-21 HSC Contract Amendments

| | Name of Nonprofit Organization | MUNIS Contract # | HSC Contract Amounts | Tier | Funding Category/Goal Area |
|---|---|---|---|---|---|
| 1 | Coming Home Connection | 3200428 | $ 75,000.00 | II | Community Safety |
| 2 | Esperanza Shelter | 3200450 | $ 43,000.00 | II | Community Safety |
| 3 | Feeding Santa Fe | 3200472 | $ 30,000.00 | I | Equitable Society |
| 4 | Food Depot | 3200474 | $ 57,000.00 | II | Equitable Society |
| 5 | Interfaith Community Shelter | 3200483 | $ 150,000.00 | II | Behavioral Health, Community Safety |
| 6 | Kitchen Angels | 3200485 | $ 50,000.00 | II | Equitable Society |
| 7 | La Familia | 3200585 | $ 75,000.00 | I | Adult Health |
| 8 | Life Link | 3200493 | $ 70,000.00 | II | Behavioral Health, Community Safety |
| 9 | Literacy Volunteers | 3200712 | $ 60,000.00 | I | Equitable Society |
| 10 | NM Immigrant Law Center | 3200855 | $ 50,000.00 | I | Community Safety, Equitable Society |
| 11 | Santa Fe Dreamers Project | 3200595 | $ 40,000.00 | I | Equitable Society |
| 12 | St. Elizabeth Shelter | 3200597 | $ 100,000.00 | II | Community Safety |
| 13 | YouthWorks | 3200587 | $ 50,000.00 | II | Equitable Society |
| | | | **$ 850,000.00** | | |

Definitions:

**Tier I** will focus on safety net services delivery, e.g. # of individuals served with units or items of service delivery such as food, clothes, hours of counseling, etc. and will use Unite Us! to close

**Tier II** will focus on not only on safety net services delivery and closing referral loops but also on screening and navigation services. Tier II respondents will screen for needs and connect individual clients to safety net services and navigate them to other priority community services. A Social Needs Screening Tool will used to determine unmet needs. Navigation will coordinate care and services

# CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: HSC funded organizations- Appendix A

Procurement Title: RFP#19/31/P

Procurement Method: State Price Agreement ☐ *Cooperative* ☐ *Sole Source* ☐ *Other* ☐ _____

*Exempt* ☐ *Request For Proposal (*RFP) ☒ *Invitation To Bid (ITB)* ☐ *Contract under 60K* ☐ *Contract over 60K* ☐

Department Requesting: Community Health and Safety Department Staff Name Elizabeth Peterson

**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: _____ |

Elizabeth Peterson | Children and Youth Program Manager | 2/15/2021

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

Fran Dunaway

Fran Dunaway (Mar 17, 2021 09:36 MDT)

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

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

*

# City of Santa Fe

## Real Estate Summary of Contracts, Agreements, Amendments & Leases

**Section to be completed by department**

1. Munis Contract # **Appendix A mult**

Contractor: **Multiple HSC funded organizations: Appendix A**

Description: **Human Services Committee funded adult services FY 19-21**

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ☉

Term Start Date: **July 12, 2019** Term End Date: **June, 30, 2021**

☑ Approved by Council Date: **5/29/19**

**Contract / Lease:** **HSC funded services for FY 19-21**

Amendment # **1** to the Original Contract / Lease #

Increase/(Decrease) Amount $ **n/a**

Extend Termination Date to: **June 30, 2022**

☐ Approved by Council Date:

**Amendment is for:**

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

**Extension of term for one (1) year for multiple organizations.**

3. **Procurement History:** **RFP#19/31/P**

Fran Delaway (Mar 17, 2021 09:36 MDT) Mar 17, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: extend & increase Navigation Services 7/12/21-6/30/22

4. **Funding Source:** **Human Service Fund/ 240** **Org / Object:** **2400122/510400**

Alexis Lotero (Mar 16, 2021 20:11 MDT) Mar 16, 2021

Budget Officer Approval: Date:

Comment & Exceptions:

**Staff Contact who completed this form:** **Elizabeth Peterson** Phone # **(505) 470-3186**

Email: **empeterson@santafenm.gov**

**To be recorded by City Clerk:**

Clerk #

Date of Execution:

# City of Santa Fe

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

## BUSINESS REGISTRATION

**Business Name:** LIFE LINK THE
DBA: LIFE LINK THE

**Business Location:** 2325 CERRILLOS RD
SANTA FE , NM 87502

**Owner:** LIFE LINK THE

**License Number:** 29352

**Issued Date:** January 15, 2021

**Expiration Date:** January 15, 2022

**CRS Number:** 02-097780-00-8

**License Type:** Business License - Renewable

**Classification:** Business Registration - Standard

**Fees Paid:** $35.00

LIFE LINK THE
PO BOX 6094
SANTA FE , NM 87502

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

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

**TO BE POSTED IN A CONSPICUOUS PLACE**

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/20/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|---|---|
| PRODUCER<br>Daniels Insurance, Inc.-Santa Fe<br>805 St. Michaels Drive<br><br>Santa Fe NM 87505 | CONTACT NAME: Marcella Nellist<br>PHONE (A/C, No, Ext): (505) 982-4302 FAX (A/C, No): (505) 989-9186<br>E-MAIL ADDRESS: mnellist@danielsinsuranceinc.com |
| INSURED (505) 438-0010<br>The Life Link<br><br>P.O. Box 6094<br><br>Santa Fe NM 87505 | INSURER(S) AFFORDING COVERAGE — NAIC #<br>INSURER A : Philadelphia Indemnity Insuran — 18058<br>INSURER B : New Mexico Premier Insurance C — 13675<br>INSURER C :<br>INSURER D :<br>INSURER E :<br>INSURER F : |

**COVERAGES** **CERTIFICATE NUMBER:** Cert ID 28916 **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ 1,000,000 |
| | [ ] CLAIMS-MADE [X] OCCUR | | | PHPK2197185 | 11/01/2020 | 11/01/2021 | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 1,000,000 |
| | | | | | | | MED EXP (Any one person) | $ 20,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 3,000,000 |
| | [ ] POLICY [ ] PRO-JECT [X] LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 3,000,000 |
| | [ ] OTHER: | | | | | | Empl Benefits Liab | $ 1,000,000 |
| A | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | X ANY AUTO | | | PHPK2197185 | 11/01/2020 | 11/01/2021 | BODILY INJURY (Per person) | $ |
| | [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | [ ] UMBRELLA LIAB [ ] OCCUR | | | | | | EACH OCCURRENCE | $ |
| | [ ] EXCESS LIAB [ ] CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | [ ] DED [ ] RETENTION $ | | | | | | | $ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N | | | 6145.131 | 11/27/2020 | 11/27/2021 | X PER STATUTE [ ] OTH-ER | |
| | ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) | N / A | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |
| A | Professional Services | | | PHPK2197185 | 11/01/2020 | 11/01/2021 | $3,000,000 Aggregate | $ 1,000,000 |
| | | | | | | | | $ |

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

General liability policies contain a Blanket Additional Insured provision that establishes the scope of Additional Insured coverage granted to the Certificate Holder.

**CERTIFICATE HOLDER**

City of Santa Fe

P.O. Box 909

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

**Signature:** Kyra Ochoa
Kyra Ochoa (Mar 8, 2021 15:52 CST)

**Email:** krochoa@santafenm.gov

# GB COMMUNITY HEALTH AND SAFETY THE LIFE LINK AMENDMENT.

Final Audit Report 2021-03-08

| | |
|---|---|
| Created: | 2021-03-08 |
| By: | Michelle Gurule (magurule@ci.santa-fe.nm.us) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAoKq-4-BGd7I_0Yxkk_EUI1G9C4tpdmWt |

## "GB COMMUNITY HEALTH AND SAFETY THE LIFE LINK AMENDMENT." History

Document created by Michelle Gurule (magurule@ci.santa-fe.nm.us)
2021-03-08 - 8:59:06 PM GMT- IP address: 63.232.20.2

Document emailed to Kyra Ochoa (krochoa@santafenm.gov) for signature
2021-03-08 - 8:59:45 PM GMT

Email viewed by Kyra Ochoa (krochoa@santafenm.gov)
2021-03-08 - 9:51:07 PM GMT- IP address: 104.47.65.254

Document e-signed by Kyra Ochoa (krochoa@santafenm.gov)
Signature Date: 2021-03-08 - 9:52:02 PM GMT - Time Source: server- IP address: 97.88.230.12

Agreement completed.
2021-03-08 - 9:52:02 PM GMT

# GB COMMUNITY HEALTH AND SAFETY THE LIFE LINK AMENDMENT

Final Audit Report 2021-03-17

| | |
|---|---|
| Created: | 2021-03-15 |
| By: | Jimmy Tapia (jptapia@ci.santa-fe.nm.us) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAVTKJ_tAfjruFzvhA52dAQLesnopOy1vQ |

## "GB COMMUNITY HEALTH AND SAFETY THE LIFE LINK AMENDMENT" History

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2021-03-15 - 4:09:40 PM GMT

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2021-03-17 - 2:11:32 AM GMT

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Document e-signed by Fran Dunaway (fadunaway@santafenm.gov)
Signature Date: 2021-03-17 - 3:36:33 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2021-03-17 - 3:36:33 PM GMT

# City of Santa Fe, New Mexico
## Memorandum

**DATE:** **February 15, 2021**

**TO:** **Alan Webber, Mayor and City Council**

**VIA:** **Mary McCoy, Finance Department Director**
**Fran Dunaway, Chief Procurement Officer**
**Kyra Ochoa, Community Health and Safety Department Acting Director** Kyra Ochoa (Mar 16, 2021 15:54 CDT)
**Julie Sanchez, Youth and Family Services Division Director** JJS

**FROM:** **Elizabeth Peterson, Children and Youth Program Manager** EP

---

**ITEM AND ISSUE:**
Request for HSC Contract Term Extension; all contractors (Elizabeth Peterson, Children and Youth Program Manager, empeterson@santafenm.gov, (505)470-3186)

**No change to contract amounts.**

**BACKGROUND AND SUMMARY:**
The Santa Fe Human Services Committee (HSC) was established by resolution 2012- in 2012 to assess and advocate for human service needs, coordinate resources to maximize cost-effectiveness, evaluate local human services programs and provide technical assistance to programs. The Responsibilities of the Committee include oversight of the Human Services Fund, review of applications for the fund and making recommendations, and ensuring access to services for all residents of Santa Fe.

The Committee in partnership with the County wishes to ensure that essential services, which include primary health care, access to basic materials goods and services like food and shelter, mental health counseling and related crisis services, are available to our residents. Community organizations funded with Human Services funding participate in CONNECT; a network that helps Santa Feans navigate a complex, sometimes challenging system of care. Organizations collect and track data to show the scope of our community need and our collective impact on that need.

This is a request to amend Human Service funded contracts with a contract extension for a term of one (1) year to ensure the continuation of support services to the community in the midst of a pandemic. Organizations have responded to the pandemic and altered and refined operations to serve the community while following public health orders. By extending the contract for a term of one year, organizations who are already burdened with adapting to COVID-19 restrictions can concentrate on delivery of services and resources without the added element of responding to a Referral for Proposal (RFP) process. We propose that a Human Service fund RFP is released in March of 2022.

The Committee works cooperatively with the Community Services Department and Youth and Family Services Division staff throughout the year and advises on how to effectively plan, coordinate or support health and human issues in our community. The Committee has reviewed this request and recommends the Scope of Work and contract extension be approved.

**PROCUREMENT METHOD:**
On March 5, 2019, RFP # 19/31/P was issued through the Purchasing Office. The Human Services Committee reviewed requests, made recommendations to the Governing Body and contracts were executed

July 12, 2019 for a three (3) year term ending June 30, 2021**.** With a one year term extension, contracts will end June 30th, 2022**.**

**CONTRACT NUMBER:**
Multiple award recommendations were made by the Human Services Committee**. (Please reference Appendix A for the Munis Contract Numbers)**

**FUNDING SOURCE:**
The funding source is:
**Fund Name/Number**: Human Service Fund/ 240
**Munis Org Name/Number:** Human Services/ 2400122
**Munis Object Name/Number:** Grants and Services/510400

**ACTION REQUESTED:**
The Community Health and Safety Department and the Youth and Family Services Division respectfully requests your review and approval**.**

**Signature:** Elizabeth Peterson
Elizabeth Peterson (Feb 23, 2021 13:24 MST)

**Email:** empeterson@santafenm.gov

**Signature:** 
Julie Sanchez (Feb 23, 2021 13:28 MST)

**Email:** jjsanchez@santafenm.gov

# HSC Term Extension Contract Amendments Memo

Final Audit Report 2021-02-23

| | |
|---|---|
| Created: | 2021-02-23 |
| By: | Michelle Gurule (magurule@ci.santa-fe.nm.us) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAA_XZqtctFYFM8vLgOIlqGDao6rvaJDNXY |

## "HSC Term Extension Contract Amendments Memo" History

Document created by Michelle Gurule (magurule@ci.santa-fe.nm.us)
2021-02-23 - 8:22:09 PM GMT- IP address: 63.232.20.2

Document emailed to Elizabeth Peterson (empeterson@santafenm.gov) for signature
2021-02-23 - 8:23:08 PM GMT

Email viewed by Elizabeth Peterson (empeterson@santafenm.gov)
2021-02-23 - 8:23:28 PM GMT- IP address: 104.47.64.254

Document e-signed by Elizabeth Peterson (empeterson@santafenm.gov)
Signature Date: 2021-02-23 - 8:24:11 PM GMT - Time Source: server- IP address: 75.161.230.88

Document emailed to Julie Sanchez (jjsanchez@santafenm.gov) for signature
2021-02-23 - 8:24:13 PM GMT

Email viewed by Julie Sanchez (jjsanchez@santafenm.gov)
2021-02-23 - 8:27:38 PM GMT- IP address: 104.47.65.254

Document e-signed by Julie Sanchez (jjsanchez@santafenm.gov)
Signature Date: 2021-02-23 - 8:28:13 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2021-02-23 - 8:28:13 PM GMT

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**CITY OF SANTA FE**
**AMENDMENT No. 1 TO**
**PROFESSIONAL SERVICES AGREEMENT**
**#19-0591**

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated May 29, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and COMING HOME CONNECTION (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 the navigation and safety net services to adult's ages 18+.

B. Pursuant to Article 14 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. TERM

Article 3, of the Agreement is hereby amended to reflect a change in term so that Article 3 reads in its entirety as follows:

> THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30th 2022** unless terminated pursuant to paragraph 4 (Termination), or paragraph (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.

2. AGREEMENT IN FULL FORCE.

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

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

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

Date:_____

ATTEST:

_____
KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:

Marcos Martinez
Marcos Martinez (Jan 11, 2021 13:58 MST)
_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY T. MCCOY, FINANCE DIRECTOR

2400122.510400 AL
MUNIS ORG/OBJ AL

CONTRACTOR:
Coming Home Connection

_____
NAME &TITLE

Date 1/18/2021

CRS# Exempt
Business License#48763

ITEM # 19-0591

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT
Tier II Navigation Services

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **COMING HOME CONNECTION**, 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. **Definitions.**
   a. Safety Net Services: Social welfare services provided by state and local government and non-profit agencies intended to eliminate or reduce potentially dangerous or life-threatening conditions of poverty.

   b. Navigation: the function of linking clients with essential health and community services, performed by a navigator who coordinates care and services across siloed mental, behavioral, and physical health care delivery systems, leading to greater holistic and person-centered care. Navigation assists individuals in overcoming barriers to care and increases their engagement and active participation in care.

   c. Food Insecure: lacking reliable access to a sufficient quantity of affordable, nutritious food.

   d. Binge Drinking: the consumption of an excessive amount of alcohol in a short period of time. https://www.cdc.gov/alcohol/fact-sheets/binge-drinking.htm

   e. Homelessness: the circumstance of being without a permanent dwelling, such as a house or apartment.

   f. Unemployment: the circumstance of being without a paid job while available to work.

   g. Openness and Acceptance: a condition where inclusion into a larger social group and access to needed resources are available to all, regardless of ethnicity, sexual orientation, country of origin, age, or gender.

   h. Warm hand off: A warm hand off is a referral conducted in person, between two members of a navigation team, in front of the client (and family if present).

   i. Health Insurance Portability and Accountability Act (HIPAA): HIPAA (Health Insurance Portability and Accountability Act of 1996) is United States legislation that provides data privacy and security provisions for safeguarding medical information. The HIPAA Privacy Rule applies to organizations that are considered

HIPAA-covered entities, including health plans, healthcare clearinghouses and healthcare providers. In addition, the HIPAA Privacy Rule requires covered entities that work with a HIPAA business associate to produce a contract that imposes specific safeguards on the protected health information (PHI) that the business associate uses or discloses.

*j.* Protected Health Information (PHI): The HIPAA Privacy Rule protects all individually identifiable health information that is held or transmitted by a covered entity or a business associate. This information can be held in any form, including digital, paper or oral. This individually identifiable health information is also known as PHI under the Privacy Rule. PHI includes:

i. a patient's name, address, birth date and Social Security number;
ii. an individual's physical or mental health condition;
iii. any care provided to an individual; or
iv. information concerning the payment for the care provided to the individual that identifies the patient, or information for which there is a reasonable basis to believe could be used to identify the patient.
v. The HIPAA Privacy Rule does not consider employment records -- including information about education, as well as other records subject to or defined in the Family Educational Rights and Privacy Act -- as PHI. For de-identified data, however, there are no restrictions to its use or disclosure. De-identified data does not identify or provide information that could identify an individual.

*k.* HIPAA Business Associate Agreement (BAA): Under HIPAA, a HIPAA business associate agreement (BAA) is a contract between a HIPAA-covered entity and a HIPAA business associate (BA). The contract protects PHI in accordance with HIPAA guidelines.

*l.* Memorandum of Understanding (MOU): A non-binding agreement between two or more parties outlining the terms and details of an understanding including each parties' requirements and responsibilities.

**<u>This Space Intentionally Left Blank</u>**

## 2. Scope of Work.

Tier II: Safety Net Services Delivery and Navigation Services (ages 18+)

| Funding Category/Goal Area | Indicators |
|---|---|
| ☐ Adult Health | ☐ Chronic disease rates (Heart disease, diabetes, cancer, and obesity)<br>☐ Rate of adults consuming 5+ fruits and veggies daily<br>☐ Rate of adults meeting recommended physical activity levels (150 minutes of aerobic physical activity per week)<br>☐ % Women receiving prenatal care in 1st trimester |
| ☐ Behavioral Health | ☐ % Current depression (past 2 weeks)<br>☐ Suicide death rates<br>☐ % Binge drinking (past 30 days)<br>☐ Alcohol-related deaths<br>☐ Drug-overdose deaths<br>☐ Untreated adults with mental illness |
| ☒ Community Safety | ☒ Fall-related deaths<br>☐ Homelessness rate<br>☐ Domestic Violence rate |
| ☐ Equitable Society | ☐ % Unemployment<br>☐ % Food insecure households<br>☐ % Adults Age 25+ with Post-Secondary education<br>☐ Openness and acceptance of community toward people of diverse backgrounds |

A. The Contractor shall perform the following work:

1) Navigation and/or safety net services in the above-selected funding category/goal area to impact the selected indicator(s).

   a. Home care services to a minimum of 40 unduplicated adult individuals and/or families x $809.20 per individual adult/family.

   b. Navigation services to a minimum of 18 unduplicated adult individuals and/or families x $2,014.00 per individual adult/family.

   c. Equipment Loan services at 160 per year x $62.50 per loan.

2) Navigation and/or safety net services to City of Santa Fe residents ages 18+.

3) Ensure navigator is experienced and qualified and engages in continued educational opportunities on an annual basis to increase professional qualifications.

4) Assess clients' social needs, including safe and secure housing, nutritious food, reliable utilities and transportation, and access to health insurance, employment and education. Collect client demographic data, Emergency Room (ER) and jail use data if relevant, and data on those indicators pertinent for the population served, i.e. chronic disease, suicide, alcohol, drug abuse, and access to healthy food.

5) Deliver navigation services tailored to the individual's priorities that are culturally relevant and based on a team approach of service delivery that reflects cross-agency collaboration. This includes:

    a. Development of a navigation plan with the individual that sets appropriate goals, such as addressing safe and secure housing, food, utilities and transportation, health system enrollment, access and navigation, education and literacy, preventive care and treatment, chronic disease management, and effective social and community referrals.

    b. Identification of community and social resources tailored to the individual's needs and interaction with a network/team to address priorities of the navigation plan, develop sustainable relationships with community resources, and provide and document a "warm hand-off." Referrals will be considered complete if a sustained relationship has been verified by the individual and service provider and documented by the navigator.

6) Use an agreed-upon IT system to be determined by the City of Santa Fe's Community Services Department and the Human Services Committee. This includes participation in data sharing with other community and social organizations on activities related to navigation plans with consent of the clients served and requires MOUs/BAA's with community partners, to be negotiated with the assistance of the City of Santa. Share aggregate and non-medical client data with other City of Santa Fe and Santa Fe County-funded partners.

7) Provide Program Manager or other appointed City staff with quarterly data on performance measures, outcomes of navigation, demographics, and number of clients served.

8) Survey individuals-served annually to assess their continued engagement with needed resources and satisfaction with service delivery and/or Tier II navigation services.

9) Ensure navigators receive training on HIPAA standards and adhere to all

HIPAA policies and requirements.

10) Ensure as appropriate that clients served are from underserved communities e.g. American Indian/Alaska Native, Hispanic, and African American/Black with a priority serving low to very low-income households.

*B.* *Performance Measures:*

Contractor shall substantially perform the following:

1) # Clients helped by navigator, # Clients receiving home care, and # Equipment exchanges; and

2) # or % of professional caregivers improving their hard and soft care skills; and

3) # of home care clients reporting a decrease in falls over or after 4 months of receiving care, % of home care clients reporting a decrease in falls over or after 4 months of receiving care; and

4) # or % of clients served by the Navigator reporting an improvement in circumstances or positive change in social determinants of health.

C. *Deliverables:*

1) Annual report and three quarterly reports documenting outcomes of navigation, including a year-end summary of City grant related expenses plus additional material as requested by the Human Service Committee or City of Santa Fe Community Services Department/Youth and Family Services Division.

2) The receipt of the deliverables contemplated under this Agreement shall assist the City and Human Services Committee in obtaining its goal(s) as set forth in its Strategic Plan on page(s) 1-4.

**2. Compensation.**

A. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed [$150,000.00].

2) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of two thousand and fourteen dollars ($2,014.00) per unduplicated person served for Tier II services, a rate of eight hundred and nine dollars and twenty cents ($809.20) per unduplicated person served for Tier I home care services, and sixty-two dollars and fifty cents ($62.50) for Tier I equipment loan services in FY20, up to a total of seventy five thousand dollars ($75,000.00), including gross receipts tax.

1) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of two thousand and fourteen dollars ($2,014.00) per unduplicated person served for Tier II services, a rate of eight hundred and nine dollars and twenty cents ($809.20) per unduplicated person served for Tier I home care services, and sixty-two dollars and fifty cents ($62.50) for Tier I equipment loan services in FY21, up to a total of seventy five thousand dollars ($75,000.00), including gross receipts tax.

B. Payment in FY21 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 fifteen (15) 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 30th 2021** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

**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. Non-Collusion.**

In signing this Agreement, the Vendor/Contractor certifies the Vendor/Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in

connection with this offer submitted to the City.

**10. 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.

**11. 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.

**12. 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.

**13. 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.

**14. 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.

**15. 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.

**16. 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.

**17. 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.

**18. 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.

**19. 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.

**20. 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.

**21. Other Insurance**

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

A. 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.

**22. Records and Financial Audit.**

The City or city contractor shall have the right, at reasonable times and at a site designated by the City, to audit financial expenditures of City grant funding, documents, files and records of the Contractor to the extent that the finances, documents, files and records related to costs or accuracy of reimbursement for outcome or deliverable. The Contractor shall give full and free access to all records to the City and/or their authorized representative. The Contractor shall maintain detailed records that indicate the date, 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. If offering Navigation Services, records must indicate that the City is the sole payor per client billed for. 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.

**23. Indemnification.**

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors

or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

**24. New Mexico Tort Claims Act**

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

**25. 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.

**26. 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.

**27. 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: [Julie Sanchez, Program Manager, 500 Market Station Suite 200, jjsanchez@ci.santa-fe.nm.us].

To the Contractor: [Coming Home Connection, 418 Cerrillos Road, Unit 27, frances@cominghomeconnection.org].

**28. 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.

**29. Site Visits.**

At any time during the contract period the director or designee of the COMMUNITY SERVICES DEPARTMENT may perform a site visit to contracted sites to review programming and meet with participants. Members of the oversight body will be informed and invited to participate, this may include community partners and program co-funders.

**30. Reporting.**

Grantees shall submit Quarterly Reports on the programmatic accomplishments made toward the goals of the grant agreement. Quarterly reports are due to the YOUTH AND FAMILY SERVICES DIVISION or COMMUNITY SERVICES DEPARTMENT Program Manager no later than the 15th of the month subsequent to the Quarter end date with the exception of the 4th quarter which is due July 5th. If the 15th falls on a weekend reports will be due the following Monday by close of business. Quarterly Reports shall include the following:

A. Total Amount of funds received, Amount of funds received that were expended for programs; Number of adults served in the current quarter (if not already included in reporting template); reporting template with attachments or reporting as requested by DIVISION, DEPARTMENT or the COMMISSION.

B.

| **Fiscal Year Quarters:** | **Reports Due:** |
|---|---|
| Quarter 1: July-September | October 15th |
| Quarter 2: October-December | January 15th |
| Quarter 3: January-March | April 15th |
| Quarter 4: April-June | July 5th |

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 M. WEBBER, MAYOR

DATE: 7/12/19

CONTRACTOR:
Coming Home Connection

NAME: FRANCES SALLES
TITLE: EXECUTIVE DIRECTOR

DATE: 6/28/19

CRS# EXEMPT
REGISTRATION# 19-00048763

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
CC mtg. 8.29.2019

APPROVED AS TO FORM:



By ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:



MARY T. MCCOY, FINANCE DIRECTOR

22763.510400
Business Unit Line Item

# HSC Contract Amendment List 19/31/P

## APPENDIX A: FY19-21 HSC Contract Amendments

| | Name of Nonprofit Organization | MUNIS Contract # | HSC Contract Amounts | Tier | Funding Category/Goal Area |
|---|---|---|---|---|---|
| 1 | Coming Home Connection | 3200428 | $ 75,000.00 | II | Community Safety |
| 2 | Esperanza Shelter | 3200450 | $ 43,000.00 | II | Community Safety |
| 3 | Feeding Santa Fe | 3200472 | $ 30,000.00 | I | Equitable Society |
| 4 | Food Depot | 3200474 | $ 57,000.00 | II | Equitable Society |
| 5 | Interfaith Community Shelter | 3200483 | $ 150,000.00 | II | Behavioral Health, Community Safety |
| 6 | Kitchen Angels | 3200485 | $ 50,000.00 | II | Equitable Society |
| 7 | La Familia | 3200585 | $ 75,000.00 | I | Adult Health |
| 8 | Life Link | 3200493 | $ 70,000.00 | II | Behavioral Health, Community Safety |
| 9 | Literacy Volunteers | 3200712 | $ 60,000.00 | I | Equitable Society |
| 10 | NM Immigrant Law Center | 3200855 | $ 50,000.00 | I | Community Safety, Equitable Society |
| 11 | Santa Fe Dreamers Project | 3200595 | $ 40,000.00 | I | Equitable Society |
| 12 | St. Elizabeth Shelter | 3200597 | $ 100,000.00 | II | Community Safety |
| 13 | YouthWorks | 3200587 | $ 50,000.00 | II | Equitable Society |
| | | | **$ 850,000.00** | | |

Definitions:

**Tier I** will focus on safety net services delivery, e.g. # of individuals served with units or items of service delivery such as food, clothes, hours of counseling, etc. and will use Unite Us! to close

**Tier II** will focus on not only on safety net services delivery and closing referral loops but also on screening and navigation services. Tier II respondents will screen for needs and connect individual clients to safety net services and navigate them to other priority community services. A Social Needs Screening Tool will used to determine unmet needs. Navigation will coordinate care and services

# CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: HSC funded organizations- Appendix A

Procurement Title: RFP#19/31/P

Procurement Method: State Price Agreement ☐ *Cooperative* ☐ *Sole Source* ☐ *Other* ☐ _____

*Exempt* ☐ *Request For Proposal (*RFP) ☒ *Invitation To Bid (ITB)* ☐ *Contract under 60K* ☐ *Contract over 60K* ☐

Department Requesting: Community Health and Safety Department Staff Name Elizabeth Peterson

**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: _____ |

Elizabeth Peterson | Children and Youth Program Manager | 2/15/2021

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

Fran Dunaway

Fran Dunaway (Mar 23, 2021 08:36 MDT)

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

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

*

# City of Santa Fe

## Real Estate Summary of Contracts, Agreements, Amendments & Leases

**Section to be completed by department**

1. Munis Contract # **Appendix A mult**

Contractor: **Multiple HSC funded organizations: Appendix A**

Description: **Human Services Committee funded adult services FY 19-21**

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ☐

Term Start Date: **July 12, 2019** Term End Date: **June, 30, 2021**

☑ Approved by Council Date: **5/29/19**

**Contract / Lease:** **HSC funded services for FY 19-21**

Amendment # **1** to the Original Contract / Lease #

Increase/(Decrease) Amount $ **n/a**

Extend Termination Date to: **June 30, 2022**

☐ Approved by Council Date:

**Amendment is for:**

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

**Extension of term for one (1) year for multiple organizations.**

3. **Procurement History:** **RFP#19/31/P**

Fran Dunaway (Mar 23, 2021 08:36 MDT)

Purchasing Officer Review: Mar 23, 2021 Date:

Comment & Exceptions: 13 vendors amended to extend for FY22 -HSC/Navigation services-RFP 19/31/P exp 7/2023

4. **Funding Source:** **Human Service Fund/ 240** **Org / Object:** **2400122/510400**

Alexis Lotero (Mar 22, 2021 18:54 MDT)

Budget Officer Approval: Mar 22, 2021 Date:

Comment & Exceptions:

**Staff Contact who completed this form:** **Elizabeth Peterson** Phone # **(505) 470-3186**

Email: **empeterson@santafenm.gov**

**To be recorded by City Clerk:**

Clerk #

Date of Execution:

# City of Santa Fe

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

## BUSINESS REGISTRATION

**Business Name:** COMING HOME CONNECTION
DBA: COMING HOME CONNECTION

**Business Location:** 418 CERRILLOS RD 27
SANTA FE , NM 87501

**CRS Number:** 02409957001

**Owner:** Jodee Powers

**License Number:** 48763

**License Type:** Business License - Renewable

**Issued Date:** January 18, 2021

**Classification:** Business Registration - Standard

**Expiration Date:** January 18, 2022

**Fees Paid:** $35.00

COMING HOME CONNECTION
418 CERRILLOS RD 27 M
SANTA FE , NM 87501

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

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

**TO BE POSTED IN A CONSPICUOUS PLACE**

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/5/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**
Infinity Commercial Insurance Inc dba Infinity Insurance Partners
4455 E Camelback Rd Ste E-260
Phoenix AZ 85018

**CONTACT NAME:** Insurance Certificates
**PHONE (A/C, No, Ext):** 602-512-1319 **FAX (A/C, No):** 602-391-2821
**E-MAIL ADDRESS:** certificates@infinityinspart.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Lloyds of London | |
| INSURER B : CopperPoint Casualty Insurance Company | 13210 |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED** THECOMI-01
The Coming Home Connection, Inc.
418 Cerrillos Rd Ste 27
Santa Fe NM 87501

**COVERAGES** **CERTIFICATE NUMBER:** 558263399 **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | | | HAHA21-0213 | 2/12/2021 | 2/12/2022 | EACH OCCURRENCE | $ 1,000,000 |
| | [ ] CLAIMS-MADE [X] OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 50,000 |
| | | | | | | | MED EXP (Any one person) | $ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ Included |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | [ ] POLICY [ ] PRO-JECT [ ] LOC | | | | | | PRODUCTS - COMP/OP AGG | $ Included |
| | [ ] OTHER: | | | | | | Deductible | $ 2,500 |
| A | AUTOMOBILE LIABILITY | | | HAHA21-0213 | 2/12/2021 | 2/12/2022 | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | [ ] ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | [ ] UMBRELLA LIAB [ ] OCCUR | | | | | | EACH OCCURRENCE | $ |
| | [ ] EXCESS LIAB [ ] CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | [ ] DED [ ] RETENTION $ | | | | | | | $ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N | | | 1022371 | 2/13/2021 | 2/13/2022 | [X] PER STATUTE [ ] OTH-ER | |
| | ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) | N / A | | | | | E.L. EACH ACCIDENT | $ 100,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 100,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 500,000 |
| A | Professional Liability<br>Claims-Made & Incident Sensitive<br>Retroactive Date 2/12/2016 | | | HAHA21-0213 | 2/12/2021 | 2/12/2022 | Per Claim Limit<br>Aggregate Limit<br>Deductible | $1,000,000<br>$2,000,000<br>$2,500 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**
Sexual Misconduct coverage included in Professional Liability: $1,000,000 per claim; $2,000,000 aggregate; $2,500 deductible; retroactive date 2/12/2017

Subject to all policy terms, conditions and exclusions.

**CERTIFICATE HOLDER**

Verification of Coverage

**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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# GB COMMUNITY HEALTH AND SAFETY COMING HOME CONNECTION AMENDMENT

Final Audit Report 2021-03-16

| | |
|---|---|
| Created: | 2021-03-16 |
| By: | Julie Sanchez (jjsanchez@ci.santa-fe.nm.us) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAcb3-MFVKwmGy5RAi9FBqXv7LbMk6yAFN |

## "GB COMMUNITY HEALTH AND SAFETY COMING HOME CONNECTION AMENDMENT" History

Document created by Julie Sanchez (jjsanchez@ci.santa-fe.nm.us)
2021-03-16 - 7:35:01 PM GMT- IP address: 73.26.148.94

Document emailed to Kyra Ochoa (krochoa@santafenm.gov) for signature
2021-03-16 - 7:35:53 PM GMT

Email viewed by Kyra Ochoa (krochoa@santafenm.gov)
2021-03-16 - 8:53:26 PM GMT- IP address: 174.219.9.135

Document e-signed by Kyra Ochoa (krochoa@santafenm.gov)
Signature Date: 2021-03-16 - 8:54:13 PM GMT - Time Source: server- IP address: 174.219.9.135

Agreement completed.
2021-03-16 - 8:54:13 PM GMT

# GB COMMUNITY HEALTH AND SAFETY COMING HOME CONNECTION ADMENDMENT

Final Audit Report 2021-03-23

| | |
|---|---|
| Created: | 2021-03-17 |
| By: | Jimmy Tapia (jptapia@ci.santa-fe.nm.us) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAwwiV4RDB3nBDO93alsFhWZ5oiQtrydJn |

## "GB COMMUNITY HEALTH AND SAFETY COMING HOME CO NNECTION ADMENDMENT" History

Document created by Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
2021-03-17 - 11:17:01 PM GMT- IP address: 63.232.20.2

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2021-03-17 - 11:19:08 PM GMT

Email viewed by Alexis Lotero (aclotero@santafenm.gov)
2021-03-23 - 0:51:58 AM GMT- IP address: 104.47.65.254

Document e-signed by Alexis Lotero (aclotero@santafenm.gov)
Signature Date: 2021-03-23 - 0:54:34 AM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Fran Dunaway (fadunaway@santafenm.gov) for signature
2021-03-23 - 0:54:37 AM GMT

Email viewed by Fran Dunaway (fadunaway@santafenm.gov)
2021-03-23 - 2:30:25 PM GMT- IP address: 104.47.65.254

Document e-signed by Fran Dunaway (fadunaway@santafenm.gov)
Signature Date: 2021-03-23 - 2:36:10 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2021-03-23 - 2:36:10 PM GMT

# City of Santa Fe, New Mexico
## Memorandum

**DATE:** **March 31, 2020**

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

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

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

---

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

**BACKGROUND AND SUMMARY:**

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

**Paseo de Vista Landfill**

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

**Frank Ortiz Landfill**

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

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

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

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

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

**PROCUREMENT METHOD:**

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

**CONTRACT NUMBER:**
The FY20 Munis contract number is 3200917.

**FUNDING SOURCE:**

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

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

# City of Santa Fe

## Real Estate Summary of Contracts, Agreements, Amendments & Leases

**Section to be completed by department**

1. Munis Contract # **3200917**

Contractor: **Intera**

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

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ☉

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

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

**Contract / Lease:**

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

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

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

☑ Approved by Council Date: **Pending**

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

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

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

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

Purchasing Officer Review: Date: Mar 17, 2021

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

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

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

Budget Officer Approval: Date: Mar 16, 2021

Comment & Exceptions:

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

Email: **mfmartinez@santafenm.gov**

**To be recorded by City Clerk:**

Clerk #

Date of Execution:

# CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Intera .

Procurement Title: Groundwater Monitoring Soil Vaper Monitoring and other Environmental and Engineering Services for Landfill Sites. 19/19/P

Procurement Method: State Price Agreement ☐ *Cooperative* ☐ *Sole Source* ☐ *Other* ☐ _____

*Exempt* ☐ *Request For Proposal (*RFP) ☒ *Invitation To Bid (ITB)* ☐ *Contract under 60K* ☐ *Contract over 60K* ☐

Department Requesting Public Utilities Dept ESD Name Shirlene Sitton

**Procurement Requirements:**

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

**REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING***

| YES | N/A | |
|---|---|---|
| ☒ | ☐ | Approved Procurement Checklist (by Purchasing) |
| ☒ | ☐ | Memo addressed to City Manager (under 60K) Committees/City Council (over 60K) |
| ☐ | ☒ | State Price Agreement |
| ☒ | ☐ | RFP |
| ☒ | ☐ | Evaluation Committee Report |
| ☐ | ☒ | ITB |
| ☒ | ☐ | Bib Tab |
| ☐ | ☒ | Quotes (3 valid current quotes) |
| ☐ | ☒ | Cooperative Agreement |
| ☐ | ☒ | Sole Source Request and Determination Form |
| ☐ | ☒ | Contractors Exempt Letter |
| ☐ | ☒ | Purchasing Officers approval for exempt procurement |
| ☐ | ☒ | BAR |
| ☐ | ☒ | FIR |
| ☒ | ☐ | Executed Contract, Agreement or Amendment |
| ☒ | ☐ | Current Business Registration and CRS numbers on contract or agreement |
| ☒ | ☐ | Summary of Contracts and Agreements form |
| ☒ | ☐ | Certificate of Insurance |
| ☒ | ☐ | All documentation presented to Committees |
| ☐ | ☐ | Other: _____ |

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

ESD Director

2-24-21

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

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

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

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

*

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

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated March 27, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and Intera Incorporated (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

**RECITALS**

A. Under the terms of the City of Santa Fe Agreement, Contractor has agreed to provide professionals services to the City.

B. Pursuant to Article 13 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES:

Article 1, of the Agreement is amended to include Exhibit "B" attached hereto and incorporated within.

2. COMPENSATION.

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

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

3. AGREEMENT IN FULL FORCE.

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

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

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE:_____

CONTRACTOR:
Intera Incorporated

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

DATE: 02/24/2021

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

ATTEST:

KRISTINE BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

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

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES
:

MARY MCCOY, FINANCE DIRECTOR

5100331.510250
Business Unit/Line

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

February 22, 2021

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

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

Dear Ms. Sitton,

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

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

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

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

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

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

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

Sincerely,

**INTERA Incorporated**

Joseph Tracy, PG
Vice President

Eileen Marcillo
Senior Hydrologist

# Intera #1 2021 signed

Final Audit Report 2021-02-25

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

## "Intera #1 2021 signed" History

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

Document emailed to Joseph J. Tracy, VP (jtracy@intera.com) for signature
2021-02-24 - 11:38:09 PM GMT

Email viewed by Joseph J. Tracy, VP (jtracy@intera.com)
2021-02-25 - 3:34:13 AM GMT- IP address: 97.123.9.191

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

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

# City of Santa Fe

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

## BUSINESS REGISTRATION

**Business Name:** INTERA INC
DBA: INTERA INC

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

**Owner:** INTERA INC

**License Number:** 227829

**Issued Date:** July 02, 2020

**Expiration Date:** December 31, 2020

**License Type:** Business License - Renewable

**Classification:** Contractor - General

**Fees Paid:** $35.00

INTERA INC
9600 GREAT HILLS TRL 300
AUSTIN, TX 78759

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

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

**TO BE POSTED IN A CONSPICUOUS PLACE**

Client#: 914933 INTERINC22

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

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

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**
USI Insurance Services LLC -CL
4630 North Loop 1604 West
Suite 410
San Antonio, TX 78249

**CONTACT NAME:** Danelle Touchstone
**PHONE (A/C, No, Ext):** 210-524-2094 **FAX (A/C, No):** 610-537-1904
**E-MAIL ADDRESS:** danelle.touchstone@usi.com

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

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

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

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

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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: COSFE.C002.SRVCS
NOTE: The $6,000,000 Excess Policy follows form of the General Liability, Pollution Liability and Professional Liability limits. Professional Liability is on a claims-made basis.

**CERTIFICATE HOLDER**
City of Santa Fe
PO Box 909
Santa Fe, NM 87504-0909

**CANCELLATION**
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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The ACORD name and logo are registered marks of ACORD

**Signature:** Shannon Jones

**Email:** swjones@santafenm.gov

# Binder1

Final Audit Report 2021-02-24

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

## "Binder1" History

Document created by Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
2021-02-24 - 7:38:21 PM GMT- IP address: 63.232.20.2

Document emailed to Shirlene Sitton (sesitton@santafenm.gov) for signature
2021-02-24 - 7:39:27 PM GMT

Email viewed by Shirlene Sitton (sesitton@santafenm.gov)
2021-02-24 - 8:26:40 PM GMT- IP address: 104.47.64.254

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

Document emailed to Shannon Jones (swjones@santafenm.gov) for signature
2021-02-24 - 8:27:58 PM GMT

Email viewed by Shannon Jones (swjones@santafenm.gov)
2021-02-24 - 8:39:54 PM GMT- IP address: 174.237.132.237

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

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

ITEM # 19.0226

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT

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

IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work.**

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

2. **Compensation.**

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

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

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

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

**3. Term.**

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

**4. Termination.**

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

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

**5. Appropriations.**

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

upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

**6. Status of Contractor.**

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

**7. Assignment.**

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

**8. Subcontracting.**

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

**9. Release.**

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

**10. Confidentiality.**

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

**11. Product of Service -- Copyright.**

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

**12. Conflict of Interest; Governmental Conduct Act.**

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

term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

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

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

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

**13. Amendment.**

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

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

**14. Merger.**

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

**15. Penalties for violation of law.**

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

**16. Equal Opportunity Compliance.**

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

accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

**17. Applicable Law.**

The laws of the City of Santa Fe shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

**18. Workers Compensation.**

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

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

**20. Records and Financial Audit.**

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments

**21. Indemnification.**

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the

Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City and the Risk Management Division of the New Mexico General Services Department by certified mail.

**23. New Mexico Tort Claims Act**

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

**23. Invalid Term or Condition.**

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

**24. Enforcement of Agreement.**

A party's failure to require strict performance of any provision of this Agreemcnt shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

**25. Notices.**

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

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

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

**26. Authority.**

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

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: 4/1/19

CONTRACTOR:
Intera Incorporated

Linda Senior VP
NAME AND TITLE

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

ATTEST:

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

APPROVED AS TO FORM:

2/18
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

52251.510250
Business Unit Line Item

# 7 – PRICE PROPOSAL

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

## 7.1 Cost Tables

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

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

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

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

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



Exhibit "A"

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

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

## 7.2 Hourly Rate Schedule

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

## 7.3 Equipment Costs

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

**Table 7-4. Hourly Rate Schedule for Proposed Staff**

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

**Table 7-5. Schedule of Fees for Equipment**

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

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

**CITY OF SANTA FE**

# "REQUEST FOR PROPOSALS"

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

**RFP #'19/19/P**

**PROPOSAL DUE:**

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

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Attachments:

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

**REQUEST FOR PROPOSALS**

**PROPOSAL NUMBER '19/19/P**

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

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

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

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

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

Shirley Rodriguez
Purchasing Officer

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

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

## PROPOSAL SCHEDULE

## RFP # '19/19/P

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

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

## INFORMATION FOR PROPONENTS

### 1. RECEIPT OF PROPOSALS

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

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

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

Proposal number: '19/19/P

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

Name and address of the proponent:

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

### 2. PREPARATION OF PROPOSAL

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

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

### 3. ADDENDA AND INTERPRETATIONS

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

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

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

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

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

## 4. LAWS AND REGULATIONS

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

## 5. METHOD OF AWARD

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

## 6. COMPLIANCE WITH CITY'S MINIMUM WAGE RATE ORDINANCE (LIVING WAGE ORDINANCE)

A copy of the City of Santa Fe Ordinance No. 2003-8, passed by the Santa Fe City Council on February 26, 2003 is attached. The proponent or bidder will be required to submit the proposal or bid such that it complies with the ordinance to the extent applicable. The recommended Contractor will be required to comply with the ordinance to the extent applicable, as well as any subsequent changes to the Ordinance throughout the term of this contract.

## 7. CITY LOCAL PREFERENCE

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

**The City shall apply the following definitions and preferences:**

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

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

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

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

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

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

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

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

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

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

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

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

## 8. PROTESTS AND RESOLUTIONS PROCEDURES

Any proponent, offeror, or contractor who is aggrieved in connection with a procurement may protest to the Purchasing Officer. The protest must be in writing and submitted within fifteen (15) days and requirements regarding protest and resolution of protests are available from the Purchasing Office upon request.

## SPECIAL CONDITIONS

### 1. GENERAL

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

**2. ASSIGNMENT**

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

**3. VARIATION IN SCOPE OF WORK**

No increase in the scope of work of services or equipment after award will be accepted, unless means were provided for within the contract documents. Decreases in the scope of work of services or equipment can be made upon request by the city or if such variation has been caused by documented conditions beyond the vendor's control, and then only to the extent, as specified elsewhere in the contract documents.

**4. DISCOUNTS**

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

**5. TAXES**

The price shall include all taxes applicable. The city is exempt from gross receipts tax on tangible personal property. A tax exempt certificate will be issued upon written request.

**6. INVOICING**

(A) The vendor's invoice shall be submitted in duplicate and shall contain the following information: invoice number and date, description of the supplies or services, quantities, unit prices and extended totals. Separate invoices shall be submitted for each and every complete order.

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

**7. METHOD OF PAYMENT**

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

**8. DEFAULT**

The City reserves the right to cancel all or any part of this order without cost to the City if the vendor fails to meet the provisions for this order, and except as otherwise provided herein, to hold the vendor liable for any excess cost occasioned by the city due to the vendor's default. The vendor shall not be liable for any excess cost if

failure to perform the order arises out of causes beyond the control and with the fault or negligence of the Vendor and these causes have been made known to the City of Santa Fe in written form within five working days of the vendor becoming aware of a cause which may create any delay; such causes include, but are not limited to, acts of God or the public enemy, acts of the State or of the Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above unless the city shall determine that the suppliers or services to be furnished by the sub-contractor are obtainable from other sources in sufficient time to permit the vendor to meet the required delivery schedule. The rights and remedies of the city are not limited to those provided for in this paragraph and are in addition to any other rights provided for by law.

**9. NON-DISCRIMINATION**

By signing this City of Santa Fe bid or proposal, the vendor agrees to comply with the Presidents Executive Order No. 11246 as amended.

**10. NON-COLLUSION**

In signing this bid or proposal, the vendor certifies they have not, either directly or indirectly, entered into action in restraint of full competition in connection with this bid or proposal submittal to the City of Santa Fe.

**SCOPE OF SERVICES**
**'19/19/P**

# 1. Introduction

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

# 2. Former Frank Ortiz Landfill Site

## 2.1. Background

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### 2.3. Schedule

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

### 2.4. Report Requirements

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

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

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

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

### 2.5. Report Delivery and Submission

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

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

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

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

c. NMED SWB, Attention George Schuman

d. NMED GWQB, Attention Justin Ball

### 2.6. Pricing

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

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

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

## 3. Paseo de Vista Landfill Site

### 3.1. Background

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

### 3.2. Required Contractor Services

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

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

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

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

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

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

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

### 3.3. Installation of a Meteorological Station

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

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

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

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

### 3.5. Installation of Settlement Benchmarks

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

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

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

### 3.6. Schedule

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

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

### 3.7. Pricing

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

## 4. Long Term Monitoring – Both Landfills

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

### 4.1. Methane Monitoring

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

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

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

### 4.2. Ground Water Monitoring

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

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

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

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

### 4.3. Annual Survey

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

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

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

### 4.4. Methane Monitoring Report Requirements

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

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

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

ii. Methane monitoring field notes

### 4.5. Ground Water Monitoring Report Requirements

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

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

iv. Nitrate concentrations and histories.

d. Appendices including:

i. Water level hydrographs on all monitoring wells

ii. Laboratory reports for water quality analyses

iii. Groundwater sampling field notes and chain of custody documents

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

### 4.6. Report Delivery and Submission

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

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

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

b. Alex Puglisi, City Public Utilities Department

c. NMED SWB – Attention George Schuman

d. NMED GWQB – Attention Justin Ball

### 4.7. Long Term Monitoring Pricing

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

The contractor provide pricing based on per reporting event which includes drawing samples from wells; preparing samples for laboratory; analytical laboratory testing; review of reports and data; preparation of reports or notifications; time for clarification of report and changes; print reports and submit within regulatory deadlines.

The contractor will provide hourly rate(s) for other related environmental, engineering services, or technical support as requested. Examples of potential tasks include but are not limited to:

a. Vadose zone testing planning and sampling, and reporting
b. Sampling methodologies, including low flow sampling.
c. Well design recommendations
d. Request to regulators to reduce sampling events and parameters
e. Support for meetings with regulators
f. Recommendations on sampling well maintenance and repairs
g. Meetings with other contractors and staff on wells, sampling, regulations, etc.
h. Provide answers and recommendations to regulatory, ground water, sampling and other environmental questions and issues
i. Financial assurance consultation and submittals
j. Additional sampling as requested by City.

## SUBMITTAL REQUIREMENTS
## '19/19/P

Proposals should be provided in binders with tab separators indicating tab number. Proposal shall not include marketing materials with the exception of warranty coverage of equipment.

### Tab 1. Transmittal Letter and Executive Summary

The Transmittal Letter shall be signed by an authorized representative of the company such as the owner, partner, or in the case of a corporation, the President, Vice President, Secretary, or other corporate officer(s).

The Transmittal Letter must provide the Proposer's primary contact information, including the following:

1. Name of the Proposer representative
2. Title
3. Name of company
4. Address
5. Telephone number
6. E-mail address and
7. Signature of authorized officer of the firm

The Transmittal Letter shall be printed on the Proposer's letterhead.

A signature on the Transmittal Letter hereby provides the City acknowledgement and acceptance of the "Conditions" and the execution of same during the discharge of any succeeding contract. It shall be clearly understood that by submitting a Proposal in response to this solicitation, a Proposer shall be deemed to have accepted all specifications, terms, and general conditions and requirements set forth in these specifications, terms, general conditions, and requirements unless otherwise clearly noted and explained in this RFP.

The Executive Summary should provide a brief summary of the Proposal contents, emphasizing any unique aspects or strengths of the Proposal. The Executive Summary may be incorporated as part of the Transmittal Letter.

### Tab 2. Company Background with Key Proposed Personnel and Team Organization

Provide a comprehensive narrative history of the firm, including the development of its experience in providing services similar to those described in RFP including all third-party companies if applicable.

Provide a description of the types of services your company is performing within the solid waste landfill industry. It is expected that all of the points shall be addressed for

each company involved in a proposal, prime or third-party.

Provide a summary of your company's ability to meet/deliver the requirements as provided within the RFP.

Proposal should include the resumes of the proposed Project personnel as well as the structure of the proposed project team. The resumes and structures shall be provided for the implementation team as well as the personnel involved in live operation and ongoing support and maintenance.

Resumes shall be specific to the actual personnel to be assigned to this Project for all primary roles. Resumes shall include the following information:

1. Name and title
2. Role on the project
3. Description of project roles and responsibilities
4. Home office location
5. Educational background
6. Professional registrations and memberships
7. Professional references, and
8. Additional relevant information

The City reserves the right to contact professional references on any individual conducting work as either an employee of the Vendor, or on the Vendor's behalf.

## Tab 3. Project Approach

Provide a full description of the proposed approach to provide the services that will satisfy the requirements associated with the specifications identified in this RFP, including:

- A summary description of your company's capabilities to meet the project specifications listed, and how your methodology will meet or exceed the specifications. The narrative should be written for an audience of the end-user.
- Describe any relevant additional/optional services that you can provide not listed within the RFP
- Indicate any exception taken to either the requirements or conditions of this RFP. Describe exceptions and identify what is being offered alternatively. Identify any areas the requested service or product is not available, deviates from the specific requests, or is deemed to be an unwise or unwarranted approach. ESD reserves the right to disallow exceptions it finds are not in the best interests of ESD.

## Tab 4. Work Plan/Project Schedule

The proposer shall include a proposed project work plan and schedule, including

their recommended implementation plan and a description of the anticipated implementation timelines and assumptions. The proposed Project schedule should also include major milestones, activities, and timing of deliverables.

## Tab 6. Knowledge of Regulatory Requirements/Local Conditions

Proposers should include their qualifications to conduct groundwater, landfill gas, and soil vapor monitoring; and other applicable environmental engineering services relevant to closed landfills. Demonstrate your firm's qualifications to administer requirements of a Stage 1 Abatement Plan and other regulatory requirements for both the New Mexico Environment Department Ground Water Quality Bureau and the Solid Waste Bureau.

Proposers should clearly outline their knowledge of the history of the two closed landfills and the historical and local conditions around the sites.

Additionally, describe your firm's sampling and field safety protocols. Describe best practices, any training key staff receive for sampling protocol, and equipment use. Describe safety protocols used in your firm for this kind of sampling.

What laboratory is used for processing samples? Attach laboratory best practices and safety protocols.

## Tab 7. Price Proposal

The Contractor's compensation for all services set forth in this RFP, including changes, additions, and modifications to the plan over time is to be included in the Cost Proposal. Include the following costs from the scope of services in your proposal:

**Pricing- Former Frank Ortiz Landfill Site**

The contractor shall provide pricing based on per reporting event which includes drawing samples from wells; preparing samples for laboratory; analytical laboratory testing; review of reports and data; preparation of reports or notifications; time for clarification of report and changes; print reports and submit within regulatory deadlines.

| Task | Cost |
|---|---|
| Install three groundwater monitoring wells with co-located soil gas probes | |
| Install soil vapor monitoring well | |
| Conduct baseline soil gas monitoring event (include laboratory analysis) | |

| | |
|---|---|
| Conduct baseline ground water sampling event (include laboratory analysis) | |
| Final Investigation Report (include costs for a City review of a draft and for the contractor to address one round of comments) | |
| In addition to the above costs, the contractor shall also provide an hourly rate table for all proposed staff as well as a schedule of fees for equipment costs. | |

**Pricing- Paseo de Vistas Closed Landfill Site**

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

**Pricing- Long Term Monitoring-Both Landfills**

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

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

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

The contractor will provide hourly rate(s) for other related environmental, engineering services, or technical support as requested. Examples of potential tasks include but are not limited to:

k. Vadose zone testing planning and sampling, and reporting
l. Sampling methodologies, including low flow sampling.
m. Well design recommendations
n. Request to regulators to reduce sampling events and parameters
o. Support for meetings with regulators
p. Recommendations on sampling well maintenance and repairs
q. Meetings with other contractors and staff on wells, sampling, regulations, etc.
r. Provide answers and recommendations to regulatory, ground water, sampling and other environmental questions and issues
s. Financial assurance consultation and submittals
t. Additional sampling as requested by City.

**EVALUATION CRITERIA**
**&**
**WEIGHTED VALUES**
**&**
**EVALUATION COMMITTEE MEMBERS**

**Method of Award -** The project will be awarded based upon the following criteria:

1. **Ranking of qualified proposals** by the Selection Committee as per the enclosed rating system.

**2. Interviews**

- Interviews will be conducted at the option of the City. If no interviews are performed, then the scores from the Evaluation Criteria Form shall be utilized to determine the top ranked firm to be selected for the project.

- If interviews are conducted, interviews will be conducted with the top three ranked firms based of the score from the Evaluation Criteria Form.

- If interviews are conducted, then only the scores from the Interview Evaluation Form will be utilized to select the top ranked firm. It is noted that the Proposed Fee score will carry over from Evaluation Criteria Form to the Interview Evaluation Form.

**3. Consideration and approval of the governing body of the City of Santa Fe.** The City Council, as governing body, will consider the Public Utilities and Finance Committees' recommendations and make the final decisions as to award of the contract.

**Evaluation Committee Members -** The selection committee may consist of representatives from the following departments/divisions:

Finance Department
Purchasing Officer or Designee

Public Utilities Department
Environmental Compliance Officer

Public Utilities Department
Environmental Services Department Director or designee

Public Utilities Department
One technical representative from the Water Division

The City of Santa Fe reserves the right to alter the size and membership of the Selection Committee.

**Interviews** – Interviews, if conducted, will be scheduled by the City of Santa Fe. They will consist of a 1-hr. 15-minute presentation by the Proponents, including a question and answer period. At the Interview, firms are expected to introduce and involve the professionals who will be assigned to this project and make them available for questions by the Selection Committee. At its discretion, the City reserves the right to alter the membership and size of the committee.

Scores of the evaluation committee members will be totaled to determine the top rated firms.

If interviews are conducted for the top three rated firms, those scores totaled from the evaluation committee members from the interview evaluations will determine the final top rated firm, unless other tangible extenuating circumstances are documented.

Unless noted elsewhere in this RFP, the same evaluation form will be used to separate the interview scores.

## EVALUATION CRITERIA & WEIGHTED VALUES

| | CRITERIA | WEIGHTED VALUE | | EVALUATION POINTS | TOTAL |
|---|---|---|---|---|---|
| 1. | Relevant Experience of Firm with similar projects | 15% | X | _____ | _____ |
| 2. | Quality of Staff Assigned To Project (Qualifications/Skills) | 10% | X | _____ | _____ |
| 3. | Past Performance (For City of SF or other entity on similar project) | 10% | X | _____ | _____ |
| 4. | Approach/Methodology | 15% | X | _____ | _____ |
| 5. | Work Plan/ Project Schedule | 15% | X | _____ | _____ |
| 6. | Knowledge of Regulatory Requirements/Local Conditions | 15% | X | _____ | _____ |
| 7. | Proposed Fees (Reasonable for Scope/Schedule) | 20% | X | _____ | _____ |
| | | | | TOTAL | ____ |

Evaluation Points: 1 = Lowest through 5 = Highest

At its discretion, the City of Santa Fe reserves the right to alter the membership and size of the committee.

Scores of the evaluation committee members will be totaled to determine the top rated firms.

If interviews are conducted for the top-rated firms, those scores totaled from the evaluation committee members from the interview evaluations will determine the final top rated firm, unless other tangible extenuating circumstances are documented.

**CITY OF SANTA FE (CSF)**
**NON-DISCLOSURE AND CONFLICT OF INTEREST STATEMENT**

REQUEST FOR PROPOSAL # '19/19/P

EVALUATOR NAME: _____

CSF policy is to prevent personal or organizational conflict of interest, or the appearance of such conflict of interest, in the award and administration of CSF contracts and Purchase Orders.

I, _____ , the undersigned, hereby certify that the following statements are true and correct and that I understand and agree to be bound by commitments contained herein.

I am acting at the request of CSF as a participant in the evaluation of *offers/ proposals* received in response to the *Request for Offers! Request for Proposals,* entitled and/ or numbered. I am acting of my own accord and not acting under duress. I am not currently employed by, nor am I receiving any compensation from, nor have I been the recipient of any present or future economic opportunity, employment, gift, loan, gratuity, special discount, trip, favor, or service in connection with any *offer/proposal* or involved *Offeror/Proposer* in return for favorable consideration. I have no preconceived position on the relative merits of any of the *offers/proposals* nor have I established a personal preference or position on the worth or standing of any *Offeror/Proposer* participating in this action. CSF policy is to prevent personal or organizational conflict of interest, or the appearance of such conflict of interest, in the award and administration of CSF contracts, including, but not limited to contracts for professional services, agreements with consultants and Purchase Orders.

I hereby certify that to the best of my knowledge and belief, no conflict of interest exists that may diminish my capacity to perform an impartial, technically sound, objective review of this proposal(s) or otherwise result in a biased opinion or unfair competitive advantage. I agree not to disclose or otherwise divulge any information pertaining to the contents, status, or ranking of any *offer/proposal* to anyone other than the team leader or other evaluation team members. I understand the terms and "disclose or otherwise divulge" to include, but are not limited to, reproduction of any part or any portion of any *offer/proposal,* or removal of same from designated areas without prior authorization from the evaluation team leader. I agree to perform any and all evaluations of said *offers/proposals* in an unbiased manner, to the best of my ability, and with the best interest of CSF paramount in all decisions.

I agree to return to CSF Purchasing Department all copies of proposals, as well as any abstracts, upon completion of the evaluation.

_____

SIGNATURE AND DATE:

# CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars ($250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"**Applicable public official**" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"**Campaign Contribution**" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"**Family member**" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

"**Pendency of the procurement process**" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

"**Person**" means any corporation, partnership, individual, joint venture, association or any other private legal entity.

"**Prospective contractor**" means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

"**Representative of a prospective contractor**" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made by: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

_____

Amount(s) of Contribution(s) _____

_____

Nature of Contribution(s) _____

_____

Purpose of Contribution(s) _____

_____

(Attach extra pages if necessary)

_____ _____

Signature Date

_____

Title (position)

**--OR—**

**NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS ($250) WERE MADE** to an applicable public official by me, a family member or representative.

_____ _____

Signature Date

_____

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT
REQUEST FOR PROPOSALS ONLY

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

IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work.**

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

2. **Compensation.**

A. The City shall pay to the Contractor in full payment for services satisfactorily performed in the amount of _____ dollars ($_____) such compensation not to exceed _____ ($_____), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling _____($_____) shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed _____ ($_____). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

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

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after

the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

**3. Term.**

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

**4. Termination.**

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

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

**5. Appropriations.**

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

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

**6. Status of Contractor.**

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

**7. Assignment.**

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

**8. Subcontracting.**

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

**9. Release.**

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

**10. Confidentiality.**

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

**11. Product of Service -- Copyright.**

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

**12. Conflict of Interest; Governmental Conduct Act.**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

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

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

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

**13. Amendment.**

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

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

**14. Merger.**

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

**15. Penalties for violation of law.**

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

**16. Equal Opportunity Compliance.**

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age,

physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

**17. Applicable Law.**

The laws of the City of Santa Fe shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

**18. Workers Compensation.**

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

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

**20. Records and Financial Audit.**

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments

**21. Indemnification.**

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City and the Risk Management Division of the New Mexico General

Services Department by certified mail.

**22. Invalid Term or Condition.**

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

**23. Enforcement of Agreement.**

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

**24. Notices.**

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

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

To the Contractor: [insert name, address and email].

**25. Authority.**

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

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE:_____

CONTRACTOR:

_____
NAME AND TITLE
DATE:_____

CRS#_____

Registration # _____

ATTEST:

_____
YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

MDM 10/22
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

_____
MARY MCCOY, FINANCE DIRECTOR

5100331.510250 AL
Business Unit Line Item

PURSUANT TO THE CITY OF SANTA FE
LIVING WAGE ORDINANCE, SECTION 28-1 SFCC 1987
EFFECTIVE MARCH 1, 2018 ALL WORKERS WITHIN THE
CITY OF SANTA FE
SHALL BE PAID A LIVING WAGE OF

# GB PUD ESD AMENDMENT 1 TO INTERA

Final Audit Report 2021-03-11

| | |
|---|---|
| Created: | 2021-03-05 |
| By: | Jimmy Tapia (jptapia@ci.santa-fe.nm.us) |
| Status: | Canceled / Declined |
| Transaction ID: | CBJCHBCAABAAMdJAekz2Au6GMICJ6HRkGM1YMn3bOjru |

## "GB PUD ESD AMENDMENT 1 TO INTERA" History

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| ACTION SHEET<br>PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 03/29/2021 |
|---|
| **ISSUE NO. 7d**<br><br>Request for Approval of Contract Amendment No. 1 for groundwater Monitoring, Soil Vapor Monitoring, and other Environmental and Engineering Services for Landfill Sites for a four year period with Intera, Inc for a total amount of $156,875 (exclusive of NMGRT). (Shirlene Sitton, ESD Division Director, sesittion@santafenm.gov, 955-2209)<br>**Committee Review:**<br>Public Works and Utilities Committee: 03/29/2021<br>Finance Committee: 04/05/2021<br>Governing Body: 04/14/2021 |
| **PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on Consent Agenda to forward to 4/5/2021 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:** 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

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**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?

# 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

**ACTION SHEET**
**PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 03/29/2021**

**ISSUE NO. 7p**

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

**PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Pulled by Councilor Garcia for discussion. Approved unanimously to forward to 3/31/2021 Governing**

**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 | | |

# 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.

**ACTION SHEET**
**PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 03/29/2021**

**ISSUE NO. 7q**

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 ThirtyFirst 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

**PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Pulled by Councilor Lindell for discussion. Approved unanimously to forward to 3/31/2021, with the recommendation to come 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 | | |

# City of Santa Fe, New Mexico

# memo

**Date:** February 28, 2021

**To:** Public Utilities Committee
Finance Committee
City Council

**Via:** Shannon Jones, Public Utilities Department Director SJ
Jesse Roach, Water Division Director JR

**From:** Bill Schneider, P.G., Water Resources Coordinator WHS

**RE:** Amendment No. 5 to Professional Services Agreement (PSA) 19-0645 with John Shomaker and Associates Inc. (JAI) and Budget Adjustment Request (BAR)

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## ITEM AND ISSUE

Request for approval of Amendment #5 to with JSAI, Inc. for 2 Capital Improvement Projects (CIP):

1. Installation of an inclinometer sensor (SENSOR) to monitor the stability of the sloped earthen dam that form Nichols Reservoir. The permanently-installed SENSOR is a requirement for dam safety to ensure that no movement or instability occurs during the excavation and reconstruction of the Nichols outlet conduit.
2. Development of a Conceptual Work Plan (PLAN) and Feasibility of Aquifer Storage and Recovery (ASR) at Buckman Wells 10-13. The PLAN will comprise a technical evaluation of the hydrogeologic framework, water rights, permitting, water quality and utilization of existing infrastructure to maximize water supply, environmental benefit and water system resiliency.

## BACKGROUND AND SUMMARY

PSA #19-0645 was competively bid via an RFP process for City of Santa Fe Water (CoSFW) to obtain specialized technical hydrogeologic services. First, Amendment #5 will enable CoSFW to address time-critical dam safety requirements to enable to Nichols Dam reconstruction efforts to remain on track and provide real-time monitoring of the stability of the earthen dam face during the outlet conduit repairs. Inclinometer installation work includes project management, OSE permitting, drilling through the dam embankment to bedrock, installing a casing, providing instrumentation and data logging with field calibration and testing of the SENSOR. The cost to complete this work is bid at $65,344.44 plus GRT. Second, Amendment #5 will provide CoSFW the ability to develop a PLAN for ASR at BWF 10-13 as part of its 40- and 80-year water planning efforts through the Santa Fe Water 2100 process and will be completed in accordance with Resolutions 2019-56 and Resolution #$_{2017\text{-}18}$(ASR Resolution #). The cost to complete the PLAN is $23,193.13 plus GRT.

## ACTION REQUESTED

Staff requests approval of Amendment #5 to PSA with JSAI for specialized technical hydrogeological services to support dam safety requirements as part of the Nichols outlet conduit repair efforts and to

support an ASR evaluation at BWF 10-13 as part of Santa Fe Water 2100 planning efforts. Staff requests approval of the Budget Increase (BAR) to complete these 2 task order for a total of $88,536.57, plus GRT from the Water Enterprise Cash Balance to the CIP Engineering fund for FY 20/21. Funding will be available under Obj / Org 5050395.572960 with approval of attached BAR.

| | |
|---|---|
| Log # *{Finance use only}*: | |
| Batch # *{Finance use only}*: | |

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

| DEPARTMENT / DIVISION NAME | DATE |
|---|---|
| PUD/Water/ | 3/3/2021 |

| ITEM DESCRIPTION | ORG | OBJECT | PROJECT | INCREASE | DECREASE |
|---|---|---|---|---|---|
| EXPENDITURES | | | | *{enter as positive #}* | *{enter as negative #}* |
| Water CIP WIP Design | 5050385 | 572960 | WTR1950508 | 93,683 | |
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| REVENUES | | | | *{enter as negative #}* | *{enter as positive #}* |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | $ 93,683 | $ - |

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

Budget Increase from Cash Balance in Water Enterprise Fund for contract amendment #5 with JSAI for 1. Installation of an inclinometer sensor (SENSOR) to monitor the stability of the sloped earthen dam that form Nichols Reservoir. Development of a Conceptual Work Plan (PLAN) and Feasibility of Aquifer Storage and Recovery (ASR) at Buckman Wells 10-13.

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

| Fund(s) Affected | Fund Balance Increase/(Decrease) |
|---|---|
| 505 | (93,683) |
| | |
| | |
| | |
| **TOTAL:** | **(93,683)** |

Maya Martinez 3/3/2021
Prepared By *{print name}* Date

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

AJH
AJH (Mar 9, 2021 09:12 MST)
Budget Officer Date

**CITY COUNCIL APPROVAL**

*City Council Approval Date*

*Agenda Item #:*

Shannon Jones
Division Director Signature *{optional}* Date

Finance Director *{≤ $5,000}* Date

Department Director Signature Date

City Manager *{≤ $60,000}* Date

**CITY OF SANTA FE**
**AMENDMENT No. 5 TO**
**PROFESSIONAL SERVICES AGREEMENT**
**#17-0520; 18-0751, 19-0118, 19-0645, 20-0384**

AMENDMENT No. 5 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 14, 2017 the "Agreement"), between the City of Santa Fe (the "City") and John Shomaker & Associates, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

**RECITALS**

A. Under the terms of the Agreement #17-0520, Contractor has agreed to provide Professional Services for the City of Santa Fe.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES

The Contractor shall provide professional services for the City as outlined in Exhibit “E” attached hereto.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total eighty eight thousand five hundred thirty six dollars and fifty-seven cents ($88,536.57) plus applicable gross receipts tax, as outlined in Exhibit “E” attached hereto, so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services

rendered, a sum not to exceed one million one hundred seventy thousand three hundred seventy dollars and fifty seven cents ($1,170,370.57) plus applicable gross receipts taxes, in total for the term of the Agreement.

3. AGREEMENT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 5 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

Date:_____

CONTRACTOR: JSAI

Steve T. Finch, Jr., CPG, PG
NAME & TITLE

Date: 3/4/2021

CRS #:02-058266008
Business Registration #: 225084

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC, CITY CLERK

APPROVED AS TO FORM:

Marcos Martinez
Marcos Martinez (Mar 4, 2021 08:00 MST)

_____
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY MCCOY, FINANCE DIRECTOR

5050395.510320 AL
Business Unit/Line Item AL

February 24, 2021

William H. Schneider
Santa Fe Water Division
City of Santa Fe
801 W. San Mateo Rd
Santa Fe, New Mexico 87505 whschneider@santafenm.gov

**RE: Proposed FY2020 Hydrogeologic Services Contract Amendment, Contract # 19-0645, Munis Contract # 3200871, P.O. #22100907**

Dear Bill:

As requested by the City of Santa Fe Water Division, John Shomaker & Associates, Inc. (JSAI) has prepared this proposed contract Amendment for the referenced hydrogeologic services contract for Fiscal Year 2020 (FY2020). FY2020 begins July 1, 2020 and ends June 30, 2021.

The JSAI Hydrogeological Services Contract is specifically for the following service:

- Hydrology
- Hydrogeology
- Permit compliance
- Management requirements

The proposed Amendment relates to additional items for the Water Division within the existing purview of Hydrogeologic Services Contract # 19-0645, Munis Contract # 3200871. The proposed Amendment includes the following items:

Task A – Subcontract Drilling Contractor and equipment provider for installation of inclinometer in Nichols Reservoir Dam. Work proposed for Amendment Task A includes subcontracting the drilling contractor and instrumentation provider, and management of subcontractor. The drilling contractor is to drill one 100 ft hole into Nichols Dam and install 1-inch diameter tube cemented in place. The equipment provider will install the inclinometer equipment. JSAI will develop a work plan and solicited drilling bids from qualified drilling contractors requesting unit pricing. A cost estimated has already been provided by the equipment provider BDI (see attached). Total cost to complete Task A is provided in the table below.

| Item | cost |
|---|---|
| JSAI subcontract management | $2,680.00 |
| Drilling subcontractor | $7,336.00 |
| Instrumentation subcontractor | $45,812.58 |
| Carrying Charge (10%) | $5,314.86 |
| JSAI Field Services/reporting | $4,200.00 |
| SUB-TOTAL | $65,343.44 |
| NMGRT | $5,145.80 |
| TOTAL | $70,489.24 |

JSAI will track the subcontractor unit costs, to ensure the City of Santa Fe will only be invoiced for subcontractor work performed.

Task B – Assist the Water Division with developing the Buckman Well 10-13 Aquifer Storage and Recovery concept. This task includes the following:

1. The BW10-13 ASR concept will include a brief summary of 1) the source(s) of water used for the project, 2) potential size of project (e.g. quantity of water), 3) proposed recharge method(s), 4) proposed recharge locations, and 5) primary recovery well(s). The concept will also outline land access and permitting requirements.
2. Perform groundwater flow model analysis of the ASR Concept. One dimension vadose zone model will be used for estimating recharge to groundwater. The NMOSE administrative model will be used to evaluate recharge and recovery effects.
3. Prepare a report that outlines the BW10-13 ASR Concept and feasibility

Work under Task B is proposed to be time and materials with a not to exceed of $23,193.13.

**Cost Estimate**

The total estimated cost for contract Amendment is **$93,682.37** (includes New Mexico Gross Receipts Tax. JSAI will provide monthly updates with invoiced time and materials incurred for this amendment.

Sincerely,

JOHN SHOMAKER & ASSOCIATES, INC.



Steven T. Finch, Jr., CPG, PG
V.P., Principal Hydrogeologist-Geochemist

STF:sf

# ENVIRO-DRILL, INC. — AUTHORIZATION FOR DRILLING SERVICES

CLIENT NO. 14036
CLIENT JOHN SHOMAKER & ASSOCIATES
2611 BROADBENT PKWY, NE
ALBUQUERQUE, NM 87107

PROPOSAL / JOB NO. 2381PH086
CONTRACT REPRESENTATIVE STEVE FINCH
DATE & TIME TO BE ON SITE TBA
OSHA SAFETY LEVEL C

TELEPHONE 505-345-3407
EMAIL SFINCH@SHOMAKER.COM
ESTIMATED WORK DAYS 1

PROJECT NICHOLS DAM
LOCATION SANTA FE, NM

**SCOPE OF WORK**
ENVIRO-DRILL, INC. (EDI) WILL FURNISH THE MATERIAL & LABOR NECESSARY TO PERFORM THE FOLLOWING SERVICES

☒ GEOTECHNICAL ☐ ENVIRONMENTAL ☒ TIME & MATERIALS ☒ PER FOOT RATES ☐ LUMP SUM ☐ LABOR

☒ VERTICAL ☐ ANGLE ☒ HOLLOW STEM ☐ ODEX ☐ ROTARY: AIR / MUD ☐ CORE ☐ OTHER:
☐ MONITOR WELL ☐ VAPOR ☐ PIEZOMETER ☐ EXPLORATION ☐ WELL ABANDON ☐ PUSH RIG ☒ RIG TYPE: CME 75

NO. HOLES: 1 DEPTHS: 100' INSTALL INCLINOMETER NO. HOLES: DEPTHS:
NO. HOLES: DEPTHS: NO. HOLES: DEPTHS:

**SAMPLE:** ☒ STANDARD SPLIT-SPOON ☒ RING ☐ MODIFIED CALIFORNIA ☐ CONTINUOUS ☐ BULLNOSE ☐ PERCOLATION / INFILTRATION ☐ HYDROPUNCH
**SAMPLE INTERVAL:** ☒ CLIENT DIRECTION **SLEEVES:** ☐ CLIENT ☐ EDI **SIZE:**

**BACKFILL:** ☐ CUTTINGS ☒ GROUT ☐ BENTONITE **CAP OFF WITH:** ☐ ASPHALT ☐ CEMENT **CUTTINGS:** ☒ GROUND ☐ DRUM

**DECONTAMINATION SERVICES** **BEFORE / AFTER PROJECT:** ☐ YES ☒ NO **DECONTAMINATE ON SITE:** ☐ YES ☐ NO **FLUIDS:** ☐ DRUM ☐ LEAVE ON GROUND

**CLIENT AGREES TO PROVIDE:**
• ALL UTILITY CLEARANCES, BOTH PUBLIC & PRIVATE, LISTING ENVIRO-DRILL, INC. AS EXCAVATOR. LOCATOR(S) SERVICE & REFERENCE NUMBER LISTED.

**LOCATOR** **ORDER NO.**
**LOCATOR** **ORDER NO.**
• HEALTH & SAFETY PLAN • ACCESS & EGRESS TO SITE(S) LOCATION & SITE(S) ACCESSIBLE TO CONVENTIONAL DRIVE, TRUCK-MOUNTED RIGS.

**ADDITIONAL INFORMATION:** PRICES GOOD FOR 90 DAYS AFTER WHICH A REVIEW WILL BE REQUIRED.

**FEES & CHARGES**
FEES FOR SERVICES WILL BE **(A)** LUMP SUM OF: **(B)** IN ACCORDANCE WITH FEE SCHEDULE BELOW WITH AN ESTIMATE OF: $7336
PAYMENT FOR SERVICES WILL BE PAID: ☐ IN ADVANCE ☐ UPON RECEIPT OF INVOICE ☒ AGREEMENT / TERMS

**RENTALS & EXPENDABLES ARE INVOICED AT EDI COST PLUS 25%, F.O.B. JOB SITE. JOB SUPPLIES PURCHASED & NOT USED WILL BE RETURNED TO VENDOR & CLIENT WILL BE INVOICED FOR VENDOR'S RESTOCKING CHARGE PLUS 25%. ALL/ANY TAXES ARE THE RESPONSIBILITY OF THE CLIENT UNLESS OTHERWISE STATED.**

| PAY CODE | DESCRIPTION | QUANTITY | UNIT RATE | AMOUNT |
|---|---|---|---|---|
| | MOBE | 1 | 750 | 750 |
| | DRILLING OPERATIONS - PER FOOT | 100 | 25 | 2500 |
| | WELL SUPPLIES - PER FOOT | 100 | 20 | 2000 |
| | ANNULAR SEAL - PER FOOT | 100 | 8 | 800 |
| | DEMOBE | 1 | 750 | 750 |
| | STANDBY - PER HOUR | - | 175 | - |

**AGREEMENT**

THE STANDARD TERMS AND CONDITIONS SET FORTH ON THE REVERSE OF THIS FORM ARE AN INTEGRAL PART OF THIS CONTRACTUAL AGREEMENT. THE STANDARD TERMS AND CONDITIONS LIMIT THE LIABILITY OF ENVIRO-DRILL, INC. (EDI) TO CLIENT. TOGETHER WITH THE FOREGOING SCOPE OF WORK AND THE RELATED FEES AND CHARGES, THE STANDARD TERMS AND CONDITIONS COMPRISE THE ENTIRE AGREEMENT (THE AGREEMENT) BETWEEN CLIENT AND EDI WITH RESPECT TO THE SCOPE OF WORK.

IN THE EVENT A WRITTEN MASTER AGREEMENT, SIGNED BY BOTH CLIENT AND EDI, IS PRESENTLY IN EFFECT THAT BY ITS TERMS IS INTENDED TO GOVERN THE SCOPE OF WORK DESCRIBED ABOVE, THEN THE TERMS AND CONDITIONS OF SUCH AGREEMENT SHALL CONTROL IF IN CONFLICT WITH THE STANDARD TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS FORM.

RODNEY HAMMER — ENVIRO-DRILL, INC. PROJECT MANAGER
02-24-21 — DATE

THE UNDERSIGNED, ACTING AS A DULY AUTHORIZED REPRESENTATIVE OF CLIENT, HAS REVIEWED THE ABOVE SCOPE OF WORK AND RELATED FEES AND CHARGES AND ALL OTHER PARTS OF THE AGREEMENT, AND HEREBY ACCEPTS THE AGREEMENT AND AUTHORIZES EDI TO PROCEED.

CLIENT

BY (SIGNATURE) — DATE

PRINT NAME — TITLE

CLIENT JOB NO. / PURCHASE ORDER NO. / WORK ORDER NO.


© 06/27/14 WTI,Inc.

# STANDARD TERMS AND CONDITIONS

The Agreement between Enviro-Drill, Inc. ("EDI") and Client shall include and be subject to EDI's Proposal and these Standard Terms and Conditions. The terms of the Agreement shall prevail over any different or additional terms contained in any document to which EDI's work relates. EDI's commencement of work shall constitute Client's acceptance of the Agreement.

**1. SERVICES**

**1.1** EDI agrees to render such services requested in writing by Client that are stated in the Scope of Services or similar written agreement. EDI shall have no responsibility to perform services beyond such requests, and none shall be imputed or implied.

**1.2** The services rendered by EDI are for the benefit of Client alone and relate only to conditions observed at specified locations at the time EDI's work is performed. There are no intended third-party beneficiaries to this Agreement, and nothing herein shall create a contractual relationship with or claim or cause of action in favor of a third party against EDI.

**2. PAYMENT**

**2.1** EDI will invoice Client monthly for services performed. Client shall pay such invoices upon receipt without deduction for retention or offset. **Failure to pay within 60 days of invoice shall operate to release EDI from any and all claims that Client may have; Client further shall have no right to use or rely on any report prepared by EDI, and shall return all such reporting to EDI.** Furthermore, EDI shall have the right to immediately terminate and cease performance of all services then being performed for Client on any contract and project until all amounts owed are received by EDI. Interest shall accrue on the unpaid balance of any invoice not paid in full within 30 days at the rate of 1.5% per month. Collection agency fees, attorneys' fees, and associated costs that are incurred by EDI to collect past-due invoices (including post-judgment fees and costs) shall be payable by Client.

**2.2** Unless otherwise stated, estimates of fees are only estimates and shall not be regarded as "lump sum" or "fixed price" or "guaranteed maximum" compensation. Client remains obligated to pay EDI's invoices for actual work performed, whether or not the fee estimate is exceeded. For work requested by Client that is additional to or outside the written Scope of Services and/or written service request, Client shall sign such documentation requesting such work or services and process and pay EDI's invoices.

**2.3** Delays resulting from factors beyond the reasonable control of EDI shall extend the completion time for the scope of work commensurately. Client shall pay EDI for services performed to the delay commencement time plus delay charges. Delay charges shall include personnel and equipment rescheduling and/or reassignment adjustments and all other related costs directly and/or indirectly attributable to such delays.

**3. STANDARD OF CARE**

**The services referred to herein will be performed in accordance with the general standard of care practiced locally by providers of such services, and relate only to the conditions observed or samples tested at the time and place reported. EDI makes and intends no other warranty or representation, express or implied.**

**4. WATER IN BOREHOLES**

EDI will make reasonable efforts to advance auger boreholes without putting water in the holes, but reserves the right to add water at the operator's discretion.

**5. PERMITTING**

EDI will not start any drilling operation on any project that requires permits unless a valid permit is in the possession of the drill operator.

**6. SAFETY**

Work will be performed only under safe conditions. Client shall be charged a reasonable fee for safety or security measures required by unsafe job conditions.

**7. HAZARDOUS MATERIALS AND OTHER SITE CONDITIONS**

EDI does not create, generate, arrange for or transport, dispose, own, or store hazardous materials or operate any such facility in the performance of its work. Client shall maintain possession of and be responsible for the removal and disposal of all hazardous materials including, but not limited to samples, drilling mud, fluids and cuttings, decontamination and well development fluids, and used protective gear and equipment. Client assumes full responsibility for compliance with the provisions of RCRA and any other federal or state statute or regulation governing the handling, treatment, or storage and disposal of hazardous wastes and pollutants. Client shall be solely responsible for notifying all appropriate agencies and prospective buyers of the existence of any hazardous or dangerous materials located on or in the project site, or discovered during the performance of the Agreement, as may be required or advised by such agencies and buyers.

**8. INDEMNITY AND INSURANCE**

Client agrees to indemnify, defend, and hold harmless EDI against, from, and regarding all liabilities, damages, injuries (to any person or property, including air or ground pollution or environmental impairment arising out of or in any way connected with or related to EDI's services), losses, fees (including experts' fees and attorneys' fees in defending such matters and in enforcing the terms of this paragraph), costs, and expenses, including but not limited to delay of the project, reduction of property value, fear of or actual exposure to or release of toxic or hazardous substances, and any consequential damages of any kind, arising out of, occasioned by, or in any way connected with the acts, inaction, conduct, fault, negligence and/or ownership of Client or any other person or entity. Client shall be adequately insured. Client and its insurers jointly and severally waive subrogation against EDI and its insurers.

**9. ASSUMPTION OF RISK**

Client acknowledges that, while necessary for investigations, commonly used exploration methods such as drilling borings or excavating trenches involve an inherent risk that the exploration method may cause cross-contamination to the aquifer or an uncontaminated aquifer. While backfilling with grout or other accepted practices are intended to provide a seal between aquifers, Client accepts that such a seal may be imperfect and that there is an inherent risk of contamination or cross-contamination that arises from drilling borings, excavating trenches or implementing other methods of exploration on a site where Hazardous Materials are known or suspected to exist. Client assumes all risks of the foregoing.

**10. UTILITIES**

When performing its work, EDI will take reasonable precautions to avoid damage or injury to subterranean structures or utilities. However, Client shall indemnify, hold EDI harmless and defend EDI for and against any damages to such structures and utilities which are not called to EDI's attention and correctly shown on the plans furnished to EDI in connection with its services. It is the obligation of Client to contact appropriate utility companies and/or private utility locators for information regarding buried utilities, mark such utilities and take other reasonable precautions to prevent damage or injury.

**11. OWNERSHIP; DOCUMENTS AND DATA**

All work papers (including reports, borehole logs, field notes, laboratory notes, laboratory test data, calculations and other documents prepared by EDI), copies of Client documents, electronic data files and other work product generated by or for EDI in connection with the Scope of Work are the property of EDI and are for the exclusive use of EDI and at EDI's sole and absolute discretion may be destroyed at any time during or after completion of the work. Client's right to use the information provided by EDI is expressly conditioned upon Client's prompt payment to EDI of all sums due under the Agreement. Because data stored on electronic media can deteriorate or be modified without EDI's knowledge or control, Client assumes all responsibility for the completeness, correctness, and/or readability of electronic data. Client will indemnify, defend, and hold EDI harmless of and from the use of and any reliance upon any part of said electronic data and/or anything generated from them. Notwithstanding the foregoing, the controlling document regarding any document prepared by EDI shall remain and always be the signed hard-copy paper document, and not any electronic form or format of such document. Client shall not assign this Agreement, any of EDI's reporting or work product, or any legal or equitable claim involving EDI, without the express written consent of EDI. Any purported assignment without the express written consent of EDI shall be null and void.

**12. LIMITATIONS OF LIABILITY**

**NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, EDI'S TOTAL AGGREGATE LIABILITY TO ANY PERSON OR ENTITY, INCLUDING CLIENT, ARISING OUT OF THE WORK DONE BY EDI UNDER THIS AGREEMENT SHALL BE STRICTLY LIMITED TO THE GREATER OF $50,000 OR THE FEE CHARGED FOR EDI'S SERVICES HEREUNDER.** EDI shall not be liable for loss of profit, delay, or for any special, incidental, indirect, or consequential damages of any kind, nature or description, from any cause whatsoever. No action or claim of any kind whatsoever, whether in law or equity, may be brought against EDI regarding any work performed by EDI, more than two years after the cessation of EDI's work. No officer, director, principal, employee, or agent of EDI shall ever be personally sued, joined, liable, or responsible regarding any claim whatsoever in any manner arising from this Agreement. **ALL SUCH ACTIONS ARE ABSOLUTELY BARRED AND CLIENT ABSOLUTELY AND IRREVOCABLY RELEASES SUCH INDIVIDUALS FROM ALL ACTIONS, CLAIMS, LIABILITIES, AND RESPONSIBILITY.**

**13. CONTAMINATED EQUIPMENT AND CONSUMABLES**

Any of EDI's equipment that becomes contaminated by Hazardous Materials encountered at work must be decontaminated and contaminated consumables must be disposed of properly. Client agrees to pay EDI for its costs associated with decontamination of equipment and disposal and replacement of contaminated consumables. For purposes of this Agreement, any equipment that cannot be decontaminated shall be considered a consumable.

**14. SECURITY INTEREST**

Client hereby grants EDI a security interest in the materials and equipment furnished by EDI to secure payment of any and all monies due pursuant to this Agreement, and agrees that EDI has all remedies provided by law in the event of Client's default on payment. Client agrees that all materials, pumps and equipment used by EDI in completing the work shall remain the personal property of EDI and do not become fixtures until payment in full is received by EDI.

**15. FEES AND COSTS**

In the event of any claim or litigation arising out of the work, including the Agreement, the prevailing party shall be entitled to an award of its attorneys' fees, consultants' fees, and costs.


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February 4, 2021

Justin Stoeber, P.E.
Senior Dams Engineer
AECOM
7595 Technology Way, Suite 200
Denver, Colorado 80237
+1 (720) 453-0080

SUBJECT: Nichols Dam- Proposal for In-Place Inclinometer Installation and Commissioning

Mr. Stoeber,

BDI is pleased to work with AECOM and their Client for Geotechnical Instrumentation support on the Nichols Dam near Santa Fe, NM. This work will include the installation and commissioning of an inclinometer and automated data collection system for a remotely positioned installation. Data is expected to be transmitted to an existing data acquisition system. The Proposed budget and breakdown are presented on Page 4.

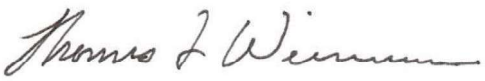
BDI is well suited for this support as we have extensive experience with specification design, instrument selection, instrumentation installation and commissioning for Geotechnical applications on Dams, Tunnels, Excavations and Mining. BDI has extensive experience with the design of self-powered data communication systems for stand-alone operation in both urban and rural environments. The power for the systems is designed around a solar powered system connected to a battery that provides constant power to remote systems. Communication will be made using a standard cell modem to transmit data to an existing data acquisition system, base station, or website. This system is anticipated to be a one-instrument automation, if additional instruments are on-site that require integration for automation, the system can be reconfigured to add these instruments. All system hardware, power and communication is included in the proposed budget cost.

Based on the requirements and importance of the structure, BDI would recommend the use of a Shape Accelerometer Array (SAA) string. This type of inclinometer provides deformation profiles at 2-ft elevation spacing (similar spacing as manual profile readings. These reading will be automated and can capture deformation profiles as frequently as every five minutes.

The undersigned, Mr. Weinmann who will lead this effort has over 40 years' experience is this area of expertise for both geotechnical and structural instrumentation/monitoring projects.

If you have any questions regarding this proposal, please call any time at 847.910.3785. I appreciate the opportunity to provide you with this bid and look forward to a positive response.

Sincerely,



Thomas Weinmann
VP – Testing, Monitoring & Engineering
M: 847.910.3785
tomw@bditest.com

Copy:

S. Aschermann

210201-CO

# SCOPE OF WORK

## PROCUREMENT AND INSTALLATION OF IN-PLACE INCLINOMETER

BDI will work with the Owner to finalize plans for procurement, installation, and commissioning of a vertical Shape Accelerometer Array (SAA) string on the crest of the Nichols Dam. The full site system installation will look similar to what is shown in Figure 1 below.




Figure 1 - Remote IPI Installation

Full system is shown in Figure 1:

- Solar panel for battery charging
- Antenna for cellular modem
- Nema enclosure for system components
    - Data logger
    - SAA interface
    - Modem
    - Battery
    - Solar controller
    - Surge/lightening protection
    - Steel pole
    - 3 x 3-ft concrete pad
    - 8" diameter flush mount road box in concrete pad (not shown)

This Scope of Work will include:

+ Develop and provide submittal for all hardware components and specifications for approval.
+ Develop and provide submittal for installation procedures and recommended grout mix for approval.
+ Procure all materials including;
    - All SAA components
    - Casing for SAA
    - Nema enclosure, logger, modem, antenna hardware for the SAA
    - Remote power (batteries and solar) for remotely placed SAA
+ Pre-field preparation for System Build-out and Factory Acceptance Testing
+ Schedule installation with Owner and Driller. Pre-ship all materials to Driller or Site.
+ Provide detailed installation instructions to Driller for review
+ After borehole has advanced to full-depth, BDI will be onsite for 1" casing installation (Day 1)
+ SAA installation and initial testing. Setting of mounting pole (Day 2)
+ Mount Nema enclosure and Solar panel and test for remote communication (Days 3 and 4)
+ (Off-site) Provide data support (40 hours) to setup data plots in an Excel spreadsheet format.

## Assumptions

BDI made the following assumptions in order to develop this proposal:

- Checking for Utilities before drilling will be responsibility of others.
- BDI will not be responsible for site delays from encounters with unexpected soil conditions or Drilling equipment malfunctions. Additional time on-site (beyond 4-days) will be invoiced at $2,000/day inclusive of expenses.
- Long-term data hosting on a password protected website is not included in this work scope but can be provided as an option at Owner's request.

## Required Field Support

It will be assumed that the Owner, or a subcontractor hired directly by the Owner, will arrange for, or otherwise provide the following items for completing the field scope of work outlined above:

- Safe Access to installation site
- Driller and drilling materials.
- Assistance with moving SAA reel (4-ft x 4-ft x 1-ft, 50 lbs) from storage to installation area
- Two saw-horses or similar 3-ft high support for SAA reel
- 3 x 3-ft x 8" Concrete pad, 8" surface road box and 3" x 8-ft galvanized steel pole will be provided by others.

## BDI Safety Program

BDI takes safety very seriously and develops a Job Hazard Analysis (JHA) for each field mobilization. This JHA is used as the basis of the safety overview that is held to discuss each structure individually before BDI's team mobilizes to the site. Any additional safety concerns are added during this meeting. Finally, a 'toolbox briefing' is held prior to beginning work each day. All of these documents can be provided for the specific project prior to mobilization upon request. In addition, BDI engages the services of a safety consultant to routinely review and update its safety program. This consultant is on 24-hour-on-call so that BDI field employees can discuss any unanticipated hazards and rectify an unsafe working environment.

BDI field personnel have the following safety training credentials:

- OSHA 10-Hour Hazard Awareness
- OSHA 30-Hour Construction Emphasis
- USACE 385-1 and BOR Regulations
- Fall Protection Awareness
- OSHA Scaffold Competent Person
- Hand & Power Tool Safety
- Aerial Work Platform Operator Safety Awareness
- Traffic Safety Awareness
- Confined Space Entry
- First Aid/CPR
- Breathing Apparatus Fit & Pulmonary Testing
- Various Railroad awareness and safety programs (exact programs can be provided upon request)
- Mechanical System Lockout/Tagout
- SPRAT Ropes Access Training

## INSURANCE

BDI carries the following insurance:

- General Liability
- Professional Liability
- Worker's Compensation
- Automobile

BDI can issue an ACORD certificate specifying coverage levels upon request. Please allow five working days for response. If additional specialized insurance or bonds are required beyond the levels currently carried by BDI, any premiums and expenses associated with obtaining such coverage shall be added to final invoice.

## BDI BUSINESS PRACTICES AND POLICIES

BDI is a small business per SBA guidelines and is also registered as a government contractor under our CAGE Code 1GYL8 (DUNS 557400785). BDI understands the importance of business systems with respect to their impact on project performance, therefore we have made efforts to ensure that they have been built and are maintained against the high standards of the federal government. We chose to model our accounting system against the rules and regulations of the Department of Defense as their standards are the most comprehensive. By having our accounting and timekeeping in compliance with DoD standards, we are also compliant with the FAR part 31 and AASHTO guidelines. Therefore, we can assure all our customers the confidence that BDI's procedures for accruing and allocating project expenses are of the highest standards.

In addition, BDI has placed great importance on implementing solid policies and procedures for other aspects of our organization and its business systems. In following the perspective we took with our accounting system, BDI has put into place policies and procedures that are compliant with federal regulations. Again, we can assure all our customers the confidence that BDI performs our projects with the highest technical and business integrity.

## BUDGET

Below is a proposed budget breakdown for completing the scope of work described above. A full itemized equipment and software breakdown can be found after the budget notes. Please contact BDI to request further breakdowns or additional information.

**Executive Summary**

| Description of Task | Fee |
|---|---|
| Project Submittals, Management, and Admin Fee | $2,340.19 |
| Purchased Equipment Fee (Ref Quote: 210201TLW-1M.pdf) | $22,920.00 |
| Pre-Field and Preparation Work | $2,495.09 |
| Phase I- Installation Direct Travel & Mobilization Fee | $3,701.18 |
| Phase I- Installation Instrumentation Fee | $360.00 |
| Phase I- Installation Field Work Fee | $6,328.95 |
| Phase I - 1st Year Data Support Fee | $7,435.96 |
| Phase I Taxes on Directs | $231.21 |
| **Total Project Fee =** | **$45,812.58** |

# City of Santa Fe

## Real Estate Summary of Contracts, Agreements, Amendments & Leases

**Section to be completed by department**

1. Munis Contract # **3200871**

Contractor: **John Shomaker and Associates**

Description: **Hydrology, Water Resources.**

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ☉

Term Start Date: **6/14/17** Term End Date: **6/30/18**

☑ Approved by Council Date: **6/14/17**

**Contract / Lease: Hydrology Water Resources**

Amendment # **5** to the Original Contract / Lease # **17-0520**

Increase/(Decrease) Amount $ **88536.57 plus nmgrt**

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

☑ Approved by Council Date: **pending**

**Amendment is for: Increase comp and scope through**

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

**Contract #17-0520 $296,477**
**#1 #18-0751 $296,47**
**#2 #19-0118 $65,825**
**#3 # 19-0645 $272,001**
**#4 #20-0384 $197,560.**

3. **Procurement History:** **17/26/P 1/5/17**

Fran Dunaway (Mar 24, 2021 13:20 MDT)

Purchasing Officer Review: Mar 24, 2021 Date:

Comment & Exceptions: final year of PSA-6/30/21 FY 21- A #5 increase compensation/must be completed 6/30/21

4. **Funding Source:** **Water Enterprise Fund CIP** **Org / Object:** **5050381.510300**

Alexis Lotero (Mar 24, 2021 12:23 MDT)

Budget Officer Approval: Mar 24, 2021 Date:

Comment & Exceptions:

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

Email: **mfmartinez@santafenm.gov**

**To be recorded by City Clerk:**

Clerk #

Date of Execution:

# CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: John Shomaker and Associates (JSAI)

Procurement Title: Amendment No. 5 to Professional Services Agreement (PSA) 19-0645 with JSAI

Procurement Method: State Price Agreement ☐ *Cooperative* ☐ *Sole Source* ☐ *Other*

*Exempt* ☐ *Request For Proposal* (RFP) **X** *Invitation To Bid (ITB)* ☐ *Contract under 60K* ☐ *Contract over 60K* ☐

Department Requesting PUD Staff Name Bill Schneider

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

**REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING***

| YES | N/A | |
|---|---|---|
| x | ☐ | Approved Procurement Checklist (by Purchasing) |
| x | ☐ | Memo addressed to City Manager (under 60K) Committees/City Council (over 60K) |
| ☐ | ☐ | State Price Agreement |
| x | ☐ | RFP |
| ☐ | ☐ | Evaluation Committee Report |
| ☐ | ☐ | ITB |
| ☐ | ☐ | Bib Tab |
| ☐ | ☐ | Quotes (3 valid current quotes) |
| ☐ | ☐ | Cooperative Agreement |
| ☐ | ☐ | Sole Source Request and Determination Form |
| ☐ | ☐ | Contractors Exempt Letter |
| ☐ | ☐ | Purchasing Officers approval for exempt procurement |
| x | ☐ | BAR |
| ☐ | ☐ | FIR |
| x | ☐ | Executed Contract, Agreement or Amendment |
| x | ☐ | Current Business Registration and CRS numbers on contract or agreement |
| ☐ | ☐ | Summary of Contracts and Agreements form |
| x | ☐ | Certificate of Insurance |
| ☐ | ☐ | All documentation presented to Committees |
| ☐ | ☐ | Other: _____ |

william H Schneider, P.G.
william H Schneider, P.G. (Mar 8, 2021 13:36 MST) William H Schneider P.G. Water Resources Coordinator 3.1.21

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

Fran Duraway
Fran Duraway (Mar 24, 2021 13:20 MDT)

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

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

*

JOHNSHO-02 DONISCHUK

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/15/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|---|---|
| PRODUCER License # 0757776<br>HUB International Insurance Services (SOW)<br>6565 Americas Parkway<br>Suite 720<br>Albuquerque, NM 87110 | CONTACT NAME: Andrew Foraker<br>PHONE (A/C, No, Ext):<br>FAX (A/C, No):<br>E-MAIL ADDRESS: andrew.foraker@hubinternational.com |
| INSURED<br>John Shomaker & Associates Inc<br>2611 Broadbent Prkwy NE<br>Albuquerque, NM 87107 | INSURER(S) AFFORDING COVERAGE — NAIC #<br>INSURER A : Continental Casualty Company — 20443<br>INSURER B : The Continental Insurance Company — 35289<br>INSURER C :<br>INSURER D :<br>INSURER E :<br>INSURER F : |

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

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [X] PRO-JECT [ ] LOC<br>[ ] OTHER: | X | | 4034680389 | 8/1/2020 | 8/1/2021 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 300,000<br>$ 10,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| B | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY | | | 4034680425 | 8/1/2020 | 8/1/2021 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| A | X UMBRELLA LIAB [X] OCCUR<br>EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [X] RETENTION $ 10,000 | | | 4034680473 | 8/1/2020 | 8/1/2021 | EACH OCCURRENCE<br>AGGREGATE | $ 3,000,000<br>$ 3,000,000 |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ]<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | 6011635475 | 8/11/2020 | 8/11/2021 | X PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| A | E&O / Pollution | | | EEH288341818 | 1/7/2021 | 1/7/2022 | Occurrence/Aggregate | 3,000,000 |

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

SEE ATTACHED ACORD 101

**CERTIFICATE HOLDER**

City of Santa Fe
PO Box 909
Santa Fe, NM 87504-0909

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE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AGENCY CUSTOMER ID: JOHNSHO-02 DONISCHUK

LOC #: 1

# ADDITIONAL REMARKS SCHEDULE



| AGENCY | License # 0757776 | NAMED INSURED |
|---|---|---|
| HUB International Insurance Services (SOW) | | John Shomaker & Associates Inc<br>2611 Broadbent Prkwy NE<br>Albuquerque, NM 87107 |
| POLICY NUMBER | | |
| SEE PAGE 1 | | |
| CARRIER | NAIC CODE | EFFECTIVE DATE: SEE PAGE 1 |
| SEE PAGE 1 | SEE P 1 | |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
The policy includes a blanket additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.



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# JSAI #5

Final Audit Report 2021-03-09

| | |
|---|---|
| Created: | 2021-03-04 |
| By: | Maya Martinez (mfmartinez@ci.santa-fe.nm.us) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAENYCo7iWPq_Xa-eyl_MBcKtCZ6xXXsnc |

## "JSAI #5" History

Document created by Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
2021-03-04 - 6:23:23 PM GMT- IP address: 63.232.20.2

Document emailed to william H Schneider, P.G. (whschneider@santafenm.gov) for signature
2021-03-04 - 6:36:08 PM GMT

Email viewed by william H Schneider, P.G. (whschneider@santafenm.gov)
2021-03-08 - 8:32:59 PM GMT- IP address: 104.47.64.254

Document e-signed by william H Schneider, P.G. (whschneider@santafenm.gov)
Signature Date: 2021-03-08 - 8:36:10 PM GMT - Time Source: server- IP address: 205.170.183.242

Document emailed to Jesse Roach (jdroach@santafenm.gov) for signature
2021-03-08 - 8:36:14 PM GMT

Email viewed by Jesse Roach (jdroach@santafenm.gov)
2021-03-08 - 8:39:27 PM GMT- IP address: 104.47.64.254

Document e-signed by Jesse Roach (jdroach@santafenm.gov)
Signature Date: 2021-03-08 - 11:57:03 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Shannon Jones (swjones@santafenm.gov) for signature
2021-03-08 - 11:57:07 PM GMT

Email viewed by Shannon Jones (swjones@santafenm.gov)
2021-03-09 - 0:12:21 AM GMT- IP address: 174.28.63.106

Document e-signed by Shannon Jones (swjones@santafenm.gov)
Signature Date: 2021-03-09 - 0:13:13 AM GMT - Time Source: server- IP address: 174.28.63.106

Document emailed to AJH (ajhopkins@santafenm.gov) for signature
2021-03-09 - 0:13:16 AM GMT

Email viewed by AJH (ajhopkins@santafenm.gov)

2021-03-09 - 4:11:49 PM GMT- IP address: 104.47.65.254

Document e-signed by AJH (ajhopkins@santafenm.gov)

Signature Date: 2021-03-09 - 4:12:33 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.

2021-03-09 - 4:12:33 PM GMT

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

# BUSINESS REGISTRATION

**Business Name:** JOHN SHOMAKER & ASSOCIATES, INC.
DBA: JOHN SHOMAKER & ASSOC, INC.

**Business Location:** 2611 BROADBENT PKWY NE
ALBUQUERQUE, NM 87107

**CRS Number:** 02-058266-00-8

**Owner:** John Shomaker

**License Number:** 225084

**License Type:** Business License - Renewable

**Issued Date:** December 15, 2020

**Classification:** Out of Jurisdiction Contractor - Specialty

**Expiration Date:** December 15, 2021

**Fees Paid:** $10.00

JOHN SHOMAKER & ASSOCIATES, INC.
2611 BROADBENT NE
ABLUQUERQUE, NM 87107

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

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

**TO BE POSTED IN A CONSPICUOUS PLACE**

ITEM # 17-0520

CITY OF SANTA FE

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe (the "City") and John Shomaker & Associates, Inc. (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City and the Contractor, whichever occurs last.

1. SCOPE OF SERVICES

The Contractor shall provide professional services for the City as outlined in Exhibit "A" attached hereto.

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that it possesses the experience and knowledge necessary to perform the services described under this Agreement.

B. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

3. COMPENSATION

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed two hundred seventy three thousand seven hundred twenty four dollars ($273,724.00), plus applicable gross receipts taxes.

B. The Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums paid under this Agreement.

C. Payment shall be made upon receipt and approval by the City of

detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed and accepted by the City.

4. APPROPRIATIONS

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

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the City and terminate on June 30, 2018, unless sooner pursuant to Article 6 below. . This Agreement may be extended for three (3) additional twelve (12) month periods, not to exceed four (4) years by the written agreement of the parties amending this Agreement.

6. TERMINATION

A. This Agreement may be terminated by the City upon 30 days written notice to the Contractor.

(1) The Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the City original copies of all work product, research or papers prepared under this Agreement.

(2) If compensation is not based upon hourly rates for services rendered, the City shall pay the Contractor for the reasonable value of services

satisfactorily performed through the date Contractor receives notice of such termination, and for which compensation has not already been paid.

(3) If compensation is based upon hourly rates and expenses, the Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

7. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

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

B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by Contractor in the performance of the services under this Agreement.

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

8. CONFIDENTIALITY

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

9. CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

10. ASSIGNMENT; SUBCONTRACTING

The Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the City. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City.

11. RELEASE

The Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City to any obligation not assumed herein by the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. INSURANCE

A. The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form

and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

B. Contractor shall also obtain and maintain Workers' Compensation insurance, required by law, to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the City with evidence of its compliance with such requirement.

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

13. INDEMNIFICATION

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

14. NEW MEXICO TORT CLAIMS ACT

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

15. THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

16. RECORDS AND AUDIT

The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the

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

18. AMENDMENT

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

19. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

20. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

21. SEVERABILITY

In case any one or more of the provisions contained in this Agreement or

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

22. NOTICES

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

City of Santa Fe:
Water Division Director
801 W. San Mateo
Santa Fe, NM 87504

Contractor:
Steven T. Finch Jr.
John Shomaker & Associates, Inc.
2611 Broadbent Pkdwy NE
Albuquerque, NM 87107

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF SANTA FE:

JAVIER M. GONZALES, MAYOR

DATE: 6/19/17

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
@ mtg 6/19/17

APPROVED AS TO FORM:

5/23
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

ADAM JOHNSON, FINANCE DIRECTOR

CONTRACTOR:

V.P.
NAME & TITLE Steven T. Finch Jr.

DATE: June 16, 2017

CRS #:02-058266008
Business Registration #:17-00129246

52300; 510300; 510310; 510340
Business Unit Line Item

**Exhibit A**

**Scope of Work for John Shomaker and Associates, Inc.**

**Work Plan 1: Buckman Well Field OSE Permit Compliance Support**

The City of Santa Fe (City) is obligated to comply with monitoring and reporting requirements for operating water supply wells under the Buckman Well Field permits. *Buckman Well Field Water-Level Monitoring Program Response to Condition of Approval No. 5, Permit No. RG-20516-S-10 thru RG-20516-S-13, City of Santa Fe,* adopted by all parties and the District Court in 2007, this biennial report summarizes production and water-level data in the City of Santa Fe's Buckman Well Field, documents water-level data and trends for BMP wells, provides 10-year and 40-year drawdown projections for wells in the Buckman Well Field Monitoring Program area, and addresses Permit Conditions 6 and 7, which address whether wells of other ownership may go dry as a result of pumping Buckman Wells 10 through 13 (BW10-13) under permit RG-20516-S-10 through RG-20516-S-13.

**Task 1. Water Level Monitoring and Reporting**
Contractor will provide an operation and maintenance plan for the Buckman Well Field. Continue with required data collection.

**Task 2. Pumping Impacts and Analyses (Depletion Calculations)**
Contractor will work with the New Mexico Office of the State Engineer (NMOSE) based upon the review comments of the last Buckman Well Field Monitoring Program biennial report.

**Work Plan 2: Northwest Well & City Well Field NMOSE Permit Compliance Support**

The City will be obligated to comply with the monitoring and reporting requirements for operating water supply wells under the Northwest and City Well Field permit. Contractor will provide support for Northwest Well and City Well Field permit compliance through monitoring; developing databases; evaluating monitoring results; performing hydrogeologic analysis and interpretation of groundwater data and results; generating and interpreting groundwater-flow model results; preparing monitoring report(s) and communicating with NMOSE, on behalf of the City, as directed by the City.

**Task 1. Groundwater Monitoring and Reporting**
The purpose of the monitoring plan and reporting in accordance with the Northwest Well Groundwater Monitoring Plan is to collect data to evaluate possible water-level declines in the area of the Northwest Well and the City Well Field. The data may also be used to help improve the simulation of groundwater flow and pumping in the area, and to simulate groundwater pumping in the area to evaluate the causes of possible future water-level declines. The City anticipates the data analysis and reporting for this monitoring plan will emulate the Buckman Well Field Monitoring Program. Contractor will provide these services, as part of the monitoring plan and reporting.

Details of the monitoring plan and reporting are provided in Attachment 1: John Shomaker & Associates, Inc. Proposal in response to RFP #'17/26/P & Attachment 2: March 8, 2017 Meeting notes for Scope of Work and Budget for RFP #'17/26P. The scope of work does not include pump contractor services required for installing sounding tubes in private wells; however, the Contractor will develop a work plan for pump contractor services.

**Task 2. Pumping Impacts Analyses (Depletion Calculations)**
Also, emulating the Buckman Well Field Monitoring Program, the Contractor will provide annual evaluations of the hydrologic impacts caused by groundwater pumping on streamflows of the Rio Grande and key tributaries Rio Pojoaque-Nambe, Rio Tesuque, and La Cienega Springs shall be conducted. The analyses comprises the use of groundwater flow modeling using the OSE Administrative Model for the City of Santa Fe to predict the rate of streamflow depletions from each of the water supply wells (points of diversion) based on actual rates of pumping.
The Contractor evaluations will include a comparative analysis of the depletions for each river reach with the City's portfolio of surface water rights for the purpose of complying with permit requirements where the City needs to demonstrate that sufficient surface water rights are in place to offset pumping depletions.

## Work Plan 3: Santa Fe River Monitoring and Reporting

In 2016, the City initiated surface water monitoring on the Santa Fe River during the period of 'Living River' reservoir bypass flows in May, June, and July. The monitoring report was completed to comply with the requirements within the Administrative Procedures for the Santa Fe River Target Flow Ordinance and monitored streamflows at 7 stations. The monitoring further provided data to evaluate rates of targeted river flows during the annual bypass of flows below Nichols Reservoir, estimated river seepage to the underlying aquifer system, and quantified an overall water budget. The monitoring report concluded that additional monitoring was necessary to improve the understanding of groundwater and surface water interactions along the Santa Fe River as required by Ordinance 2012-10.

The Contractor will perform Santa Fe River monitoring and reporting in compliance with the requirements within the Administrative Procedures for the Santa Fe River Target Flow Ordinance and according to the recommendations of the 2016 Santa Fe River Monitoring Report.

**Task 1. Automation of surface water gaging stations**
Re-establish the automated measurement of streamflow at the existing staff gages below Nichols Reservoir and at St. Francis Drive at 15-minute intervals. The streamflow measurement requirement within the Administrative Procedures for the Santa Fe River Target Flow Ordinance will be fulfilled by installing pressure transducers at these staff gage locations and using the updated rating curves.

**Task 2. Monitoring of Living River bypass flows**

The Contractor will conduct five additional seepage runs during Living River bypass flows in 2017. These seepage runs would include measurement stations below Nichols Reservoir, at The Nature Conservancy's diversion gate, downstream of the return flow of Cerro Gordo, adjacent to Camino Pequeño upstream of Acequia Madre, below Acequia Madre (upstream of Patrick Smith Park), above St. Francis Drive (near the Boys & Girls Club), and at Ricardo Road, at a minimum, and would document the end-of-flow point. This will allow the City to update rating curves for the gages below Nichols Reservoir and at St. Francis Drive, update the seepage rate dataset, and update the relationship between flow below Nichols Reservoir and the end-of-flow point. These seepage run events should be accompanied by measurements of shallow water levels from monitoring wells MW-1, A, & B by the Contractor.

**Task 3. Santa Fe River Seepage Loss Study**

During the seepage runs, the Contractor will also measure streamflow at up to four newly-established stations between Nichols Reservoir and Cerro Gordo Road to study seepage losses and water budget in this reach, and compare seepage losses associated with flow through The Nature Conservancy's river restoration diversion route versus the 'bypass channel' of the Santa Fe River. In addition, the study needs to establish a seepage rate for losses from the 'bypass channel', which may contribute recharge to the lower elevation Two-mile pond. Field reconnaissance will be performed by the Contractor, in coordination with City staff, to identify the new measurement stations between Nichols Reservoir and Cerro Gordo Road and identify any seeps & springs along the reach of the…

**Task 4. Monitoring of the diversions and an assessment along the upper Santa Fe River.**

The Contractor will monitor the following points of interest, to include 1) Acequia Cerro Gordo, 2) Acequia Madre (upper), 3) Two-mile pond exit flume, and 4) The Nature Conservancy's diversion head gate. Each of these Santa Fe River diversions are currently not quantified; therefore, the goal for the Contractor will be to develop a method for monitoring diversions, instrument diversions, collect diversion data and assessing the data for year 2017. This task includes the purchase of data logger/transducers with supporting accessories and the necessary materials needed for installation, see Attachment 3: April 5, 2017 Meeting notes for Scope of Work and Budget the Upper Santa Fe River Diversion Monitoring & Assessment. Finally, the Contractor will prepare report of the findings, and provide recommendations for permanent diversion monitoring equipment.

**Task 5. Santa Fe River Monitoring Report**

Contractor will update the Santa Fe River Monitoring Report for 2017 and will include recommendations for enhancements to the monitoring program including monitoring methodologies and frequencies and use of new monitoring technologies where appropriate. Included in the update shall be identification of Santa Fe River target flows, aka 'Living River' flows, versus Acequia irrigation

delivery flows versus stormwater flows that have occurred in the Santa Fe River channel below Nichols Reservoir, especially during precipitation events in the spring and during the 'monsoon' season.

**Task 6. Work Plan Schedule & Budget**
The Contractor will provide a work plan, including a description of the field monitoring program, data analysis and reporting, along with a proposed schedule and budget.

## Work Plan 4: Return Flow / Discharge Credit Plan

The City is seeking to develop a return flow/discharge credit strategy for its ongoing discharges from the Paseo Real Wastewater Treatment Plant to the Santa Fe River. The City is interested in utilizing a portion of these return flows as a means to offset La Cienega depletions caused by the diversion of groundwater for municipal supply under Buckman Well Field Permits RG-20516- et al. The Return Flow Plan will be integrated with the City's conjunctive water management strategy which includes San Juan Chama and Santa Fe River surface water sources, Buckman and City Well Field groundwater sources, indirect potable reuse, and conservation to maximize use of available water resources while providing operational flexibility and water supply reliability.

The Contractor will develop a work plan providing a technical approach to utilize existing geohydrologic data and any supplemental field data collected as determined necessary to address data gaps and complete this plan which will include developing an integrated site conceptual model that describes the surface and groundwater interactions, seepage rates and recharge of underlying aquifer system from Santa Fe River releases, and an overall water budget of the hydrologic system including: diversions; seepage losses; evapotranspiration effects and other analyses necessary to satisfy OSE requirements, so that the return flows satisfy the City's groundwater pumping offset requirements. The plan should comply with OSE's Policy on discharge credits (Return Flow - #4-2009) and other relevant regulatory policy documents.

**Task 1. Confirm Availability of Treated Effluent For Return Flow or Discharge Credits**
The purpose of this task is to quantify the amount of treated effluent that can be committed for return flow or discharge credits. The Contractor will prepare a draft technical memorandum detailing recommendations and present the results to City Staff for feedback. The proposed quantity of treated effluent allocated for the plan will be integrated with the City's water management strategy.

**Task 2. Determine Annual Quantity of Discharge Credit Requested**
The NMOSE recommends that the City prepare a conservative estimate of the maximum annual discharge credit requested based on full amount of pumping for 100 years. The Contractor will quantify the La Cienega offset requirements for the Buckman Well Field and other potential future pumping using the administrative model.

**Task 3. Prepare Project Map**
The NMOSE requires a project map detailing points of diversion requiring discharge credits, the reach where discharge credits will occur, monitoring points used for quantifying recharge, and reaches of the stream flor which offset is proposed. The Contractor will prepare a project map that will be incorporated into a plan to be submitted to NMOSE.

**Task 4. Description of Discharge and Quantification Method**
The Contractor will develop a metering plan for discharge quantification as required by the NMOSE. A sound approach may be to perform metering at a 15-minute interval for one year in order to refine the quantification of percent streamflow infiltrated and overall water balance. Discharge credits for subsequent years can then be based on the metered discharge multiplied by a conservative factor derived from the one-year "test" dataset.

**Task 5. Hydrologic analysis to demonstrate that discharge water will offset stream depletions due to applicant's pumping Quantification of Discharge Credit Capacity**
The Contractor will provide a hydrologic analysis report that will include an integrated site conceptual model describing the surface and groundwater interactions, seepage rates and recharge of underlying aquifer system from discharges, and an overall water budget to satisfy NMOSE requirements for demonstrating discharge credits.

**Task 6. Notice of Intent to Discharge**
NMOSE requires proof of a permit from the NMED for discharges to groundwater. This should already be covered under DP-289. However, the permit may need to be modified for discharges to stream segments other than the lower Santa Fe River. If discharge plan permit modification is required, the Contractor will provide recommendations for proposed modifications.

**Task 7. Submit Plan to NMOSE**
Results from Tasks 1 through 6 will be compiled into a draft plan for the City to review. The Contractor will present the results of the plan to the NMOSE Hydrology Bureau and Water Rights Division. Comments from the NMOSE will be addressed and the final plan will be submitted to the NMOSE for review and consideration.

## Work Plan 5: Depletion Management Strategy and Water Rights Acquisition Plan

Offset Acquisition Targets – In order to comply with the City of Santa Fe's groundwater well permits from the New Mexico Office of the State Engineer (OSE), the City is required to provide "offsets" in the form of surface water rights from five different administrative basins: 1) Middle Rio Grande, 2) Upper Rio Grande, 3) La Cienega, 4) Nambe-Pojoaque, and 5) Tesuque, although the vast majority are located in the Middle Rio Grande. When the City pumps groundwater from any of the wells having offset requirements, the OSE utilizes an administrative groundwater model to determine the impacts of that pumping in each impacted administrative basin and determines the

quantity and duration of the impacts from a given year's groundwater pumping. The acquisition of offsets is a difficult and expensive process for the City and the purpose of this work plan will be to ease that burden by the Contractor determining offset acquisition targets based on projected pumping and acceptable rates of groundwater decline. These targets will be specific quantities of water rights for each administrative basin based on acceptable rates of pumping and groundwater decline from the Buckman Well Field, City Well Field, Northwest Well, and potential future alternate points of diversion for optimizing the City Well Field.

**Task 1. Evaluating the City's existing water rights portfolio**
The Contractor will evaluate the City's existing water rights portfolio in the Water Bank database to understand all details for each existing water right permit. As part of this task, the Contractor will prepare a map showing the location of all permits in the Water Bank database.

**Task 2. Evaluation of Offset Requirements**
The Contractor will work with the City to develop a series of model runs for the evaluation of offset requirements. The Contractor proposes a maximum of 20 model run scenarios, which will include serval iterations to evaluate the Northwest well settlement conditions of approval. The Contractor will perform the administrative model runs required to compare past, current and future (projected) pumping schedules to determine the optimal strategy for surface water right acquisitions to satisfy offset requirements. Results will be presented in a technical memorandum with graphs, maps, and summary tables.

**Task 3. Evaluation of Offset Potential**
The offset potential varies, and depends if the water right is for diversion of surface water or groundwater, and the proof of beneficial use. Offsets from surface water rights may be limited by the consumptive use rather than the diversion quantity, and offsets from groundwater rights will be subject to proximity to the stream system and administrative model results. The Contractor will evaluate the offset potential for each water right considering the above factors.

**Task 4. Develop Recommended Strategy**
The results from tasks 1 through 4 will be used to develop a recommended strategy for the City to implement strategic water rights purchases in the 5 stream systems. The strategy will also include results from Work plan 4 (discharge credit plan). The Contractor will present draft recommendations to obtain feedback from the City, and then prepare a summary report.

## Work Plan 6: Potential Water Right Purchase Evaluations

The Contractor will provide written evaluations of water rights under consideration originating either as City purchases or as privately owned water rights being transferred to the City of Santa Fe Water Bank. The scope and purpose of the evaluation is to determine the legitimacy of the right and the amount likely to be approved for transfer by the New Mexico Office of the State Engineer. Water rights under consideration as City purchases shall be paid directly by the City of Santa Fe and the bid should be identified

as a per-unit estimate for each evaluation and a total cost based on providing five such assessments per year. In addition, evaluations will be required for privately owned water rights being proposed for transfer into the City's Water Bank. The cost of these evaluations is borne by the applicant and will be paid directly from that entity. Evaluations by the Contractor of private water rights are not expected to occur more frequently than ten times per calendar year.

**Task 1. Evaluation methods**
The purpose of the evaluation is to determine the legitimacy of the right and the amount likely to be approved for transfer by the NMOSE. The Contractor will complete a review of water rights documents to determine risks of transfer, such as permit status and potential proof of beneficial use; determine the value of the potential water right transfer to the City; and calculate potential use for the City as offsets or diversions.

**Task 2. Written Evaluation**
The Contractor will provide written evaluations of water rights under consideration originating either as City purchases or as privately owned water rights being transferred to the City of Santa Fe Water Bank. The written evaluation will include a summary of the water right consider and the results of the evaluation. If appropriate, the Contractor will provide other innovative recommendations to consider, such as alternative use of water right, transfer conditions for privately owned water right such as use of proposed development open space for Aquifer Storage & Recovery.

## Work Plan 7: Stream Design Flows for Water Quality Standards

The New Mexico Environment Department (NMED) Surface Water Quality Bureau certifies permits for the National Pollutant Discharge Elimination System (NPDES), which is administered by the U.S. Environmental Protection Agency under the Clean Water Act of 1972. The NMED methodologies utilize streamflow data for NPDES permitting and establishment of TMDL's for both point and nonpoint pollutant sources. The Contractor will develop the low-flow frequency, streamflow estimates for the Santa Fe River in the vicinity of the wastewater treatment plant to support ongoing effort to determine the assimilation capacities of receiving water and to use as the minimum discharge at which the New Mexico water-quality standards are applied. These low flow stream flow data will be used to evaluate NMEDs standards based on the 4Q3 - Minimum flow over 4 consecutive days once in 3-years and 7-day, 10-year minimum flow (7Q10) conditions for establishing critical site-specific low flow development needed to evaluate total maximum daily loads (TDMLs). The Contractor will work closely with the City, the City's engineering consultants, and NMED in achieving these work plan goals.

**Task 1. Initial Field Reconnaissance of Lower Santa Fe River**
The Contractor will perform an initial field reconnaissance of the Santa Fe River for the reach(s) of concern. The purpose will be to identify access for monitoring locations and field condition of monitoring locations. For efficiency, the work

could be performed concurrently with Work plan 3. Results of the field work will be used to develop the monitoring design.

**Task 2. Development of Monitoring Design**
The Contractor will provide a monitoring design that will delineate the locations, frequency, and types of streamflow monitoring needed to support alternative regulatory low flow calculations for the NPDES permit. The monitoring design will also include methods for data collection that are consistent with NMED requirements. The Contractor will present draft results of the monitoring design to the City and NMED for feedback. The Contractor will provide a final report that can be submitted to NMED.

**Task 3. Technical Support with Modification of Water Quality Standards**
The Contractor will work with the City, the City's engineering consultants, and NMED and provide technical support with permitting strategy for modification of existing water quality standards.

In summary, the Contractor shall submit brief work plan(s), expanding detail on the work plans listed above, describing its approach to satisfy the work plan objectives and subsequent tasks, along with a schedule to indicate how the work will be accomplished. These brief work plan(s) should be prepared such that it can be incorporated with only minor modifications. The Contractor will be expected to conduct monthly progress review meetings to go over progress of the work plan(s), in addition to those tasks needed to complete the professional services agreement scope of work.

**Attachment 1:** John Shomaker & Associates, Inc. Proposal for RFP #'17/26/P
**Attachment 2:** JSAI March 8, 2017 Meeting Notes for RFP #'17/26/P Proposal
**Attachment 3:** JSAI April 5, 2017 Revised Scope of Work & Budget for Task 4 of Santa Fe Monitoring & Reporting.

*Budget for one-year project (FY 2017-18)*

| | |
|---|---|
| **Work Plan 1: Santa Fe River Monitoring & Reporting** | $ 40,354 |
| **Work Plan 2: Northwest Well & City Well Field NMOSE Permit Compliance Support** | $ 35,074 |
| **Work Plan 3: Santa Fe River Monitoring and Reporting** | $ 33,566 |
| **Addition of Task 4** | $ 31,000 |
| **Work Plan 4: Return Flow / Discharge Credit Plan** | $ 26,070 |
| **Work Plan 5: Depletion Management Strategy and Water Rights Acquisition Plan** | $ 48,290 |
| **Work Plan 6: Potential Water Right Purchase Evaluations** | $ 26,023 |
| **Work Plan 7: Stream Design Flows for Water Quality Standards** | $ 33,347 |
| TOTAL | $ 273,724 |
| GRT Cost (8.3125%) | $ 22,753 |
| GRAND TOTAL | $ 296,477 |

ITEM # 18-0751

**CITY OF SANTA FE**
**AMENDMENT No. 1 TO**
**PROFESSIONAL SERVICES AGREEMENT**
**ITEM#17-0520**

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 14, 2017 (the "Agreement"), between the City of Santa Fe (the "City") and John Shomaker & Associates, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

**RECITALS**

A. Under the terms of the City of Santa Fe Agreement #17-0520, Contractor has agreed to provide professional services for the City of Santa Fe.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of two hundred seventy three seventy hundred twenty four dollars ($273,724) plus applicable gross receipts tax so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the contractor in full payment for services rendered, a sum not to exceed five hundred forty seven thousand four hundred forty eight dollars ($547,448), plus gross receipts tax, in total for the term of this Agreement.

2. TERM.

Article 5 of the Agreement is amended to extend the term of the Agreement, so that Article 5 reads in its entirety as follows:

This Agreement shall terminate on June 30, 2019 unless terminated pursuant to Paragraph 6, infra.

3. AGREEMENT IN FULL FORCE.

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

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

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: 7/5/18

CONTRACTOR:

NAME & TITLE Steve Finch, V.P.

DATE: 7/12/18

CRS # 02-05826008
City of Santa Fe Business
Registration # 18-00129246

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
CC mtg. 6/27/18

APPROVED AS TO FORM:

5/7
CITY ATTORNEY

APPROVED:

7-3
FINANCE DIRECTOR

52300.510300
Business Unit/Line

ITEM # 19.0118

**CITY OF SANTA FE**
**AMENDMENT No. 2 TO**
**PROFESSIONAL SERVICES AGREEMENT**
**ITEM#17-0520**

AMENDMENT No. 2 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 14, 2017 (the "Agreement"), between the City of Santa Fe (the "City") and John Shomaker & Associates, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

**RECITALS**

A. Under the terms of the City of Santa Fe Agreement #17-0520, Contractor has agreed to provide professional services for the City of Santa Fe.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES:

Article 1 of the Agreement is amended to include the tasks as outlined in Exhibit "B" attached hereto and incorporated herein.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of sixty five thousand eight hundred twenty five dollars ($65,825) plus applicable gross receipts tax so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the contractor in full payment for services

rendered, a sum not to exceed six hundred thirteen thousand two hundred seventy three dollars ($613,273), plus gross receipts tax, in total for the term of this Agreement.

3. AGREEMENT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No.2 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: 3/5/19

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
CC Mtg. 2/27/2019

APPROVED AS TO FORM:

1/16
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

52300.510300
business Unit/Line

CONTRACTOR:
John Shomaker & Associates, Inc

NAME & TITLE Steve Finch, V.P.

DATE: March 8, 2019
CRS # 02-058266008
City of Santa Fe Business
Registration # 19-00129246

ITEM # 19-0645

**CITY OF SANTA FE**
**AMENDMENT No. 3 TO**
**PROFESSIONAL SERVICES AGREEMENT**
**ITEM#17-0520; 18-0751**

AMENDMENT No. 3 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 14, 2017 the "Agreement"), between the City of Santa Fe (the "City") and John Shomaker & Associates, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

**RECITALS**

A. Under the terms of the Agreement #17-0520, Contractor has agreed to provide Professional Services for the City of Santa Fe.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total two hundred seventy one thousand and one dollar ($271,001) plus applicable gross receipts tax, so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed eight hundred eighty four thousand two hundred seventy four dollars ($884,274.) plus applicable gross receipts taxes, in total for the term of the Agreement.

2. TERM.

Article 5 of the Agreement is amended to extend the term of the Agreement, so that Article 5 reads in its entirety as follows:

This Agreement shall terminate on June 30, 2020 unless terminated pursuant to Paragraph 6, infra.

3. AGREEMENT IN FULL FORCE.

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

*IN WITNESS WHEREOF, the parties have executed this Amendment No. 3 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.*

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: 8/2/19

CONTRACTOR:
JSAI

NAME & TITLE Steve Finch, V.P.

Date: April 25, 2019
CRS #:02-058266008
Business Registration #:19-00129246

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
cc mtg. - 7-31-19

APPROVED AS TO FORM:

4/22
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

(for M. McCoy) 06.02.19
MARY MCCOY, FINANCE DIRECTOR

52300/ 510300
Business Unit/Line Item

**CITY OF SANTA FE**
**AMENDMENT No. 4 TO**
**PROFESSIONAL SERVICES AGREEMENT**
**#17-0520; 18-0751, 19-0118, 19-0645**

AMENDMENT No. 4 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 14, 2017 the "Agreement"), between the City of Santa Fe (the "City") and John Shomaker & Associates, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

**RECITALS**

A. Under the terms of the Agreement #17-0520, Contractor has agreed to provide Professional Services for the City of Santa Fe.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES

The Contractor shall provide professional services for the City as outlined in Exhibit "C" attached hereto.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total one hundred ninety seven thousand five hundred sixty dollars ($197,560) plus applicable gross receipts tax, as outlined in Exhibit "D" attached hereto, so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed one million eighty one thousand eight hundred thirty four dollars ($1,081,834) plus applicable gross receipts taxes, in total for the term of the Agreement.

2. TERM.

Article 5 of the Agreement is amended to extend the term of the Agreement, so that Article 5 reads in its entirety as follows:

This Agreement shall terminate on June 30, 2021 unless terminated pursuant to Paragraph 6, infra.

3. AGREEMENT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 4 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: Aug 17, 2020

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

CC Mtg 07/29/2020

CITY ATTORNEY'S OFFICE GC

GC

Marcos Martinez

Marcos Martinez (Aug 26, 2020 13:33 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

5050381.510300

Business Unit/Line Item

CONTRACTOR:
JSAI

Steve Finch, V.P.
NAME & TITLE

Date: August 5, 2020
CRS #:02-058266008
Business Registration #: 225084

**Exhibit C FY2020-21**

**Scope of Work for John Shomaker and Associates, Inc.**

**Task 1: Buckman Well Field OSE Permit Compliance Support**

The City of Santa Fe (City) is obligated to comply with monitoring and reporting requirements for operating water supply wells under the Buckman Well Field permits. *Buckman Well Field Water-Level Monitoring Program Response to Condition of Approval No. 5, Permit No. RG-20516-S-10 thru RG-20516-S-13, City of Santa Fe,* adopted by all parties and the District Court in 2007, this biennial report summarizes production and water-level data in the City of Santa Fe's Buckman Well Field, documents water-level data and trends for BMP wells, provides 10-year and 40-year drawdown projections for wells in the Buckman Well Field Monitoring Program area, and addresses Permit Conditions 6 and 7, which address whether wells of other ownership may go dry as a result of pumping Buckman Wells 10 through 13 (BW10-13) under permit RG-20516-S-10 through RG-20516-S-13.

**SubTask A. Water Level Monitoring and Reporting**
Contractor will provide an operation and maintenance plan for the Buckman Well Field. Continue with required data collection.

**SubTask B. Buckman Well Field O&M plan**
Develop pumping schedule that best fits project demand and results from water level monitoring program. Evaluate replacement well options for Buckman Wells 1 through 9.

**SubTask C. Pumping Impacts and Analyses (Depletion Calculations)**
Contractor will work with the New Mexico Office of the State Engineer (NMOSE) based upon the review comments of the last Buckman Well Field Monitoring Program biennial report.

**Task 2: Northwest Well & City Well Field NMOSE Permit Compliance Support**

The City will be obligated to comply with the monitoring and reporting requirements for operating water supply wells under the Northwest and City Well Field permit. Contractor will provide support for Northwest Well and City Well Field permit compliance through monitoring; developing databases; evaluating monitoring results; performing hydrogeologic analysis and interpretation of groundwater data and results; generating and interpreting groundwater-flow model results; preparing monitoring report(s) and communicating with NMOSE, on behalf of the City, as directed by the City.

**SubTask A. Groundwater Monitoring and Reporting**
The purpose of the monitoring plan and reporting in accordance with the Northwest Well Groundwater Monitoring Plan is to collect data to evaluate possible water-level declines in the area of the Northwest Well and the City Well Field. The data may also be used to help improve the simulation of groundwater flow and pumping in the area, and to simulate groundwater pumping in the area to evaluate the causes of possible

future water-level declines. Contractor will provide these services, as part of the monitoring plan and reporting.

Details of the monitoring plan and reporting are provided in Attachment 1: John Shomaker & Associates, Inc. Proposal in response to **RFP** #'17/26/P & Attachment 2: March 8, 2017 Meeting notes for Scope of Work and Budget for **RFP** #'17/26P.

**SubTask B. Develop water-right permit compliance schedule**

Also, emulating the Buckman Well Field Monitoring Program, the Contractor will develop a water right permit compliance schedule for the City Well Field and Northwest Well conditions of approval. The compliance schedule will help the Water Division streamline requirements for all groundwater permits while maintaining the compliance schedule.

**SubTask C. Pumping Impacts Analyses (Depletion Calculations)**

Also, emulating the Buckman Well Field Monitoring Program, the Contractor will provide annual evaluations of the hydrologic impacts caused by groundwater pumping on streamflows of the Rio Grande and key tributaries Rio Pojoaque- Nambe, Rio Tesuque, and La Cienega Springs shall be conducted. The analyses comprises the use of groundwater flow modeling using the OSE Administrative Model for the City of Santa Fe to predict the rate of streamflow depletions from each of the water supply wells (points of diversion) based on actual rates of pumping.

The Contractor evaluations will include a comparative analysis of the depletions for each river reach with the City's portfolio of surface water rights for the purpose of complying with permit requirements where the City needs to demonstrate that sufficient surface water rights are in place to offset pumping depletions.

## Task 3: Santa Fe River Monitoring and Reporting

In 2016, the City initiated surface water monitoring on the Santa Fe River during the period of 'Living River' reservoir bypass flows in May, June, and July. The monitoring report was completed to comply with the requirements within the Administrative Procedures for the Santa Fe River Target Flow Ordinance and monitored streamflows at 7 stations. The monitoring further provided data to evaluate rates of targeted river flows during the annual bypass of flows below Nichols Reservoir, estimated river seepage to the underlying aquifer system, and quantified an overall water budget. The monitoring report concluded that additional monitoring was necessary to improve the understanding of groundwater and surface water interactions along the Santa Fe River as required by Ordinance 2012-10.

The Contractor will perform Santa Fe River monitoring and reporting in compliance with the requirements within the Administrative Procedures for the Santa Fe River Target Flow Ordinance and according to the recommendations of the 2018 Santa Fe River Monitoring Report.

**SubTask A. Maintain surface water gaging stations**

Maintain re-established automated measurement of streamflow at the existing staff gages below Nichols Reservoir and at St. Francis Drive. The streamflow measurement requirement within the Administrative Procedures for the Santa Fe

River Target Flow Ordinance will be fulfilled by maintaining pressure transducers at these staff gage locations and updating the rating curves as needed.

**SubTask B. Monitoring of Living River bypass flows**

The Contractor will conduct eight seepage runs during Living River bypass flows in 2020. These seepage runs would include measurement stations below Nichols Reservoir, at The Nature Conservancy's diversion gate, downstream of the return flow of Cerro Gordo, adjacent to Camino Pequeño upstream of Acequia Madre, below Acequia Madre (upstream of Patrick Smith Park), above St. Francis Drive (near the Boys & Girls Club), and at Ricardo Road, at a minimum, and would document the end-of-flow point. This will allow the City to update rating curves for the gages below Nichols Reservoir and at St. Francis Drive, update the seepage rate dataset, and update the relationship between flow below Nichols Reservoir and the end-of-flow point. These seepage run events should be accompanied by measurements of shallow water levels from the established monitoring network by the Contractor.

**SubTask C. Install gaging station on Santa Fe River below Cerro Gordo Rd**

The Contractor will install a newly-established gaging station below Cerro Gordo Road at the old Martinez Ditch headgate. Field reconnaissance will be performed by the Contractor, in coordination with City staff, to identify the new measurement station. The gaging station will include slight modification of the existing structure, installation of a stilling well with transducer, and development of rating curve.

**SubTask D. Monthly transducer downloads**

Contractor will download transducer data from the Living River monitoring network on a monthly basis, update the database and graphs, and provide summary of findings to Water Division.

**SubTask E. Summary report for Living River year**

Contractor will prepare a summary report of the Santa Fe River Monitoring results and will include recommendations for enhancements to the monitoring program including monitoring methodologies and frequencies and use of new monitoring technologies where appropriate. Included in the update shall be identification of Santa Fe River target flows, aka 'Living River' flows, versus Acequia irrigation delivery flows versus stormwater flows that have occurred in the Santa Fe River channel below Nichols Reservoir, especially during precipitation events in the spring and during the 'monsoon' season.

**Task 4: Return Flow / Discharge Credit / Reuse Evaluation**

The City is seeking to develop a return flow/discharge credit strategy for its ongoing discharges from the Paseo Real Wastewater Treatment Plant to the Santa Fe River. The City is interested in utilizing a portion of these return flows as a means to offset La Cienega depletions caused by the diversion of groundwater for municipal supply under Buckman Well Field Permits RG-20516- et al. The Return Flow Plan will be integrated with the City's conjunctive water management strategy which includes San Juan Chama and Santa Fe River surface water sources, Buckman and City Well Field groundwater sources, indirect potable

reuse, and conservation to maximize use of available water resources while providing operational flexibility and water supply reliability.

The Contractor will develop an updated work plan for providing a technical approach to utilize existing geohydrologic data and any supplemental field data collected as determined necessary to address data gaps and complete this plan which will include developing an integrated site conceptual model that describes the surface and groundwater interactions, seepage rates and recharge of underlying aquifer system from Santa Fe River releases, and an overall water budget of the hydrologic system including: diversions; seepage losses; evapotranspiration effects and other analyses necessary to satisfy OSE requirements, so that the return flows satisfy the City's groundwater pumping offset requirements. The plan should comply with OSE's Policy on discharge credits (Return Flow - #4-2009) and other relevant regulatory policy documents.

**SubTask A. Assist with Evaluation of Lower Santa Fe River flows to determine Availability of Treated Effluent for Return Flow or Discharge Credits**

The purpose of this task is to quantify the amount of treated effluent that can be committed for return flow or discharge credits. The Contractor will assist ongoing research quantifying and characterizing Lower Santa Fe River flows and water budgets. The results will be integrated with the City's water management strategy.

**SubTask B. Technical assistance with feasibility analysis of return flow options**

The Contractor will work with the Water Division with analysis of return flow options such as expanded reuse program, instream flows, water quality limitations of return flow uses, and depletion offset and exchange strategies.

**SubTask C. Prepare Maps to Assist with Plan Development**

The Contractor will assist with preparation of project maps that will be incorporated into a reuse plan.

**SubTask D. Develop Return Flow Quantification Method**

The Contractor will develop a water budget accounting and metering plan for discharge and return flow quantification. The Contractor will work with the Water Division with developing a data collection plan that would allow for development of the preferred return flow accounting method.

## Task 5: Depletion Management Strategy and Water Rights Acquisition Plan

Offset Acquisition Targets - In order to comply with the City of Santa Fe's groundwater well permits from the New Mexico Office of the State Engineer (OSE), the City is required to provide "offsets" in the form of surface water rights from five different administrative basins: 1) Middle Rio Grande, 2) Upper Rio Grande, 3) La Cienega, 4) Nambe-Pojoaque, and 5) Tesuque, although the vast majority are located in the Middle Rio Grande. When the City pumps groundwater from any of the wells having offset requirements, the OSE utilizes an administrative groundwater model to determine the impacts of that pumping in each impacted administrative basin and determines the quantity and duration of the impacts from a given year's groundwater pumping. The acquisition of offsets is a difficult and expensive

process for the City and the purpose of this work plan will be to ease that burden by the Contractor determining offset acquisition targets based on projected pumping and acceptable rates of groundwater decline. These targets will be specific quantities of water rights for each administrative basin based on acceptable rates of pumping and groundwater decline from the Buckman Well Field, City Well Field, Northwest Well, and potential future alternate points of diversion for optimizing the City Well Field.

**SubTask A. Evaluating the City's existing water rights portfolio**
The Contractor will evaluate the City's existing water rights portfolio in the Water Bank database to understand all details for each existing water right permit. As part of this task, the Contractor will prepare a map showing the location of all permits in the Water Bank database.

**SubTask B. Evaluation of Offset Requirements**
The Contractor will work with the City to develop a series of model runs for the evaluation of offset requirements. The Contractor proposes a maximum of 20 model run scenarios, which will include serval iterations to evaluate the Northwest well settlement conditions of approval. The Contractor will perform the administrative model runs required to compare past, current and future (projected) pumping schedules to determine the optimal strategy for surface water right acquisitions to satisfy offset requirements. Results will be presented in a technical memorandum with graphs, maps, and summary tables.

**SubTask C. Evaluation of Offset Potential**
The offset potential varies, and depends if the water right is for diversion of surface water or groundwater, and the proof of beneficial use. Offsets from surface water rights may be limited by the consumptive use rather than the diversion quantity, and offsets from groundwater rights will be subject to proximity to the stream system and administrative model results. The Contractor will evaluate the offset potential for each water right considering the above factors.

**SubTask D. Develop Recommended Strategy**
The results from tasks 1 through 4 will be used to develop a recommended strategy for the City to implement strategic water rights purchases in the 5 stream systems. The strategy will also include results from Work plan 4 (discharge credit plan). The Contractor will present draft recommendations to obtain feedback from the City, and then prepare a summary report.

**Task 6: Potential Water Right Purchase Evaluations**

The Contractor will provide written evaluations of water rights under consideration originating either as City purchases or as privately owned water rights being transferred to the City of Santa Fe Water Bank. The scope and purpose of the evaluation is to determine the legitimacy of the right and the amount likely to be approved for transfer by the New Mexico Office of the State Engineer. Water rights under consideration as City purchases shall be paid directly by the City of Santa Fe and the bid should be identified as a per-unit estimate for each evaluation and a total cost based on providing five such assessments per year. In addition, evaluations will be required for privately owned water rights being proposed for

transfer into the City's Water Bank. The cost of these evaluations is borne by the applicant and will be paid directly from that entity. Evaluations by the Contractor of private water rights are not expected to occur more frequently than ten times per calendar year.

**SubTask A. Evaluation methods**

The purpose of the evaluation is to determine the legitimacy of the right and the amount likely to be approved for transfer by the NMOSE. The Contractor will complete a review of water rights documents to determine risks of transfer, such as permit status and potential proof of beneficial use; determine the value of the potential water right transfer to the City; and calculate potential use for the City as offsets or diversions.

**SubTask B. Written Evaluation**

The Contractor will provide written evaluations of water rights under consideration originating either as City purchases or as privately owned water rights being transferred to the City of Santa Fe Water Bank. The written evaluation will include a summary of the water right consider and the results of the evaluation. If appropriate, the Contractor will provide other innovative recommendations to consider, such as alternative use of water right, transfer conditions for privately owned water right such as use of proposed development open space for Aquifer Storage & Recovery.

**Task 7: Wellhead Protection and Water Quality Issues**

The City Well Field is surrounded by historical legacy groundwater contamination sites. The Contractor will assist the City with implementing the wellhead protection groundwater monitoring program and evaluation of groundwater contamination sites as information becomes available. The Contractor will work closely with the City, the City's engineering consultants, and NMED in achieving these work plan goals.

**SubTask A. Analysis of Contamination Sites**

The Contractor will perform analysis of monitoring and cleanup reports for contaminations sites within the City Limits. Results of the field work will be used to develop the monitoring design.

**SubTask B. Implementation of Monitoring Design**

The Contractor will provide an updated monitoring design that will delineate the locations, frequency, and types of monitoring needed to support wellhead protection. The Contractor will collect water level and water quality data, where accessible to assist with implementation of the wellhead protection program. The Contractor will provide a final report that can be submitted to NMED.

In summary, the Contractor shall submit brief work plan(s), expanding detail on the work plans listed above, describing its approach to satisfy the work plan objectives and subsequent tasks, along with a schedule to indicate how the work will be accomplished. These brief work plan(s) should be prepared such that it can be incorporated with only minor modifications. The Contractor will be expected to conduct monthly progress review meetings to go over progress of the work plan(s), in addition to those tasks needed to complete the professional services agreement scope of work.

**Attachment 1:** John Shomaker & Associates, Inc. Proposal for RFP #'17/26/P

*Included below, Budget for one-year project (FY 2020-21):*

# City of Santa Fe, New Mexico

# memo

**Date:** May 20, 2020

**To:** Public Utilities/Public Works Committee, Finance Committee and City Council

**Via:** Shannon Jones, Public Utilities Director SJ
Jesse Roach, Water Division Director JR

**From:** Bill Schneider, Water Resources Coordinator WHS

**RE:** Amendment No. 4 to Professional Services Agreement (PSA) with John Shomaker and Associates (JSAI) for $197,560 plus GRT to provide Hydrogeologic Services for Water Right Acquisitions, Permits, and Compliance

---

**ITEM AND ISSUE**

**The City of Santa Fe's (City) Wa**ter Division (WD). The WD is requesting to amend the PSA with JSAI to provide continued hydrogeologic technical services to support required water rights, permitting, compliance and planning activities.

**BACKGROUND AND SUMMARY**

**The City's WD entered into** a PSA with JSAI for hydro services via competively bid request for proposal (RFP) for hydro **services (RFP '17/26/P) that was awarded as PSA #17**-0520. The City has utilized this contract to comply with City Chapter 25 Ordinance and New Mexico Office of the State Engineer (OSE) permit compliance requirements. The legal and regulatory requirements this contract supports is provided as Attachment A.

The WD utilizes the contract to work on the following:

- City Well Field permit and compliance monitoring and reporting
- Buckman Well Field permit and compliance monitoring reporting
- Santa Fe River monitoring for Santa Fe River releases for Living River and Acequia deliveries
- Hydrogeologic monitoring and accounting to support aquifer recharge management
- Hydro technical services to support return flow credit strategies **for City's San Juan Chama Project and** native Rio Grande and tributary water rights
- Dashboard development for Buckman Direct Diversion accounting
- Water rights acquisition due diligence support
- Water quality monitoring and wellhead protection
- Water Bank
- Aquifer management and sustainability
- Groundwater sampling, analysis and contaminant tracking

Upcoming FY20/21 technical hydro services anticipated to be completed under this Amendment No. 4 include all a**spects of the WD permit compliance requirements necessary to protect the City's wa**ter rights portfolio and assets. **A summary of the City's water rights activities are presented at** https://www.santafenm.gov/water_rights

**ACTION REQUESTED**

Staff requests approval of Amendment No. 4 to PSA #17-0520 with JSAI for hydro technical services to ensure the WD will meet all obligations for its Water Right Acquisitions, Permits, and Compliance. The request for funding of $213,117.85 excluding gross receipts tax (GRT) was budgeted as part of the FY2021 Water Division CIP Request and will be available in Business Unit/Line Item 5050381.510300.

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

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

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

2 Name of Contractor John Shomaker & Associates

3 Complete information requested ☑ Plus GRT ☐ Inclusive of GRT

Original Contract Amount: $296,477.00

Termination Date: June 30, 2018

☑ Approved by Council Date: June 14, 2017

☐ or by City Manager Date:

**Contract is for:** Hydrology

Amendment # 4 to the Original Contract# 17-0520

Increase/(Decrease) Amount $ $197,560.00

Extend Termination Date to: June 30, 2021

☑ Approved by Council Pending

☐ or by City Manager Date:

**Amendment is for:** Increase comp and Term for new FY

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

Amount $ 296,477.00 of original Contract# 17-0520 Termination Date: 6/30/2018
Reason: Original Contract

Amount $ 296,477.00 amendment 1 Termination Date: 6/30/2019
Reason: Extend term increase FY comp # 18-0751

Amount $ 65,825.00 amendment # 2 Termination Date: NA
Reason: Increase scope #19-0118

Amount $ 271,001.00 amendment # 3 Termination Date: 6/30/2020
Reason: Increase in compen for FY 1920 and extend term.

Amount $ 197,560.00 amendment # 4 Termination Date: 6/30/2020
Reason: Increase in compen for FY 20/21 and extend term.

Total of Original Contract plus all amendments: $ $1,127,340.00

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

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

RFP# 17/26/P Date: January 5, 2017

RFQ ☐ Date:

Sole Source ☐ Date:

Other

6 **Procurement History:** Year 4 of 4
example: (First year of 4 year contract)

**Purchasing Officer Review**

**Comments or Exceptions:**

7 **Funding Source:** Water CIP Fund **BU/Line Item:** 5050381.510300

Alexis Lotero
Alexis Lotero (Jun 29, 2023 14:08 MDT)

**Budget Officer Approval**

**Comments or Exceptions:**

8 **Any out-of-the ordinary or unusual issues or concerns:**
N/A
(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** Maya Martinez

Phone # 4271

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

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

**To be recorded by City Clerk:**

Contract #

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

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

**Comments:**

# CITY OF SANTA FE RFP PROCUREMENT CHECKLIST

Contractor Name: John Shomaker and Associates

Procurement Title: Hydrology

Solicitation RFP#: 17/28/P

Department Requesting/Staff Member PUD - William Schneider

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

**REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING***

| YES | N/A | |
|---|---|---|
| ☒ | ☐ | Approved Procurement Checklist (by Purchasing) |
| ☒ | ☐ | Departments Recommendation of Award Memo addressed to Finance |
| ☒ | ☐ | Tabulation Evaluation score sheet |
| ☐ | ☒ | BAR |
| ☐ | ☒ | FIR |
| ☒ | ☐ | Contract, Agreement or Amendment |
| ☒ | ☐ | Current Business Registration and CRS numbers on contract or agreement |
| ☒ | ☐ | Summary of Contracts and Agreements form |
| ☒ | ☐ | Certificate of Insurance |
| ☐ | ☐ | Other: _____ |

William Schneider, Water Resources
Department Rep Printed Name and Title

WH Schneider
WH Schneider (May 27, 2020 18:43 MDT)

Department Rep Signature attesting that all information included

Fran Dunaway
Fran Dunaway (Jun 29, 2020 14:50 MDT)

Purchasing Officer attesting that all information is reviewed

**REQUIRED DOCUMENTS FOR BID FILE***

| YES | N/A | |
|---|---|---|
| ☒ | ☐ | Final RFP Document |
| ☒ | ☐ | Copy of legal solicitation published in the newspaper, website, etc. |
| ☒ | ☐ | All addendums |
| ☐ | ☒ | Plan holders list |
| ☒ | ☐ | Copies of all RFP submittals |
| ☒ | ☐ | Complete evaluation score sheets |
| ☒ | ☐ | Non-Responsive/Non-Responsibility Form and correspondence or letters from Department to vendor regarding disqualifications |
| ☐ | ☒ | Oral presentations (sign-in sheets, presentation materials, etc.) |

*

| | | |
|---|---|---|
| ☐ | ☒ | Documentation sent to Proponents/Offerors and responses received regarding clarifications, decisions, negotiations, and/or best and final offers, etc. |
| ☐ | ☒ | Reference Reviews/Reference Check Questionnaires |
| ☐ | ☒ | Pricing evaluation |
| ☐ | ☒ | Final overall evaluation matrix or summary of evaluator scores |
| ☐ | ☐ | Other: _____ |

**AWARD***

| YES | N/A | |
|---|---|---|
| ☒ | ☐ | Fully executed Memo to Committees from the Department with recommendation of award |
| ☒ | ☐ | Winning proposal (this is a copy that has all confidential/proprietary information excluded) |
| ☒ | ☐ | Contract Award Notice |
| ☒ | ☐ | Email or notification sent to all Proponent(s)/Offerors that award was made |
| ☐ | ☒ | Waiver or "No Action Taken" from Procurement Office |
| ☐ | ☒ | If IFB and not awarded to lowest responsive, responsible bidder; written explanation |
| ☐ | ☐ | Other: _____ |

**DISCLOSURES***

| YES | N/A | |
|---|---|---|
| | | **Contractor Disclosures & Conflicts of Interest** |
| ☐ | ☒ | Disclosures & Conflicts of Interest Form(s) (winning proponent(s)/offeror(s)) |
| | | **Contractor –Conflicts of Interest** |
| ☐ | ☒ | Purchasing Office Letter or e-mail to designated individual regarding potential conflict |
| ☐ | ☒ | Conflict of Interest Form signed by all parties |
| ☐ | ☒ | Letter from Procurement Office regarding the potential conflict |
| | | **Subcontractor Disclosures** |
| ☐ | ☒ | Disclosures & Conflicts of Interest form of Subcontractor(s) |
| | | **Subcontractor –Conflicts of Interest** |
| ☐ | ☒ | Purchasing Officer Letter or email to designated individual regarding potential conflict |
| ☐ | ☒ | Conflict of Interest form signed by all parties |
| ☐ | ☒ | Letter from Legal Office regarding the potential conflict |
| ☐ | ☐ | Other: _____ |

**CONTRACT***

| YES | N/A | |
|---|---|---|
| ☒ | ☐ | Copy of Executed Contract |
| ☒ | ☐ | Copy of all documentation presented to the Committees |
| ☒ | ☐ | Finalized Council Committee Minutes |
| ☐ | ☐ | Other: _____ |

**MISCELLANEOUS FILE***

| YES | N/A | |
|---|---|---|
| ☐ | ☐ | Local Preference Form |
| ☐ | ☐ | New Mexico Residence Form |
| ☐ | ☐ | Veterans Exemption |
| ☐ | ☐ | Other: _____ |

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

*

**PROTEST (If applicable)***

| YES | N/A | |
|---|---|---|
| ☐ | ☒ | Documentation from protester filed with the Purchasing Office |
| ☐ | ☒ | Letter from Department to Purchasing Office Providing response to protest |
| ☐ | ☒ | Letter from Purchasing Officer to protester and Department on final outcome |
| ☐ | ☐ | Other: _____ |

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

| YES | N/A | |
|---|---|---|
| ☒ | ☐ | Original proposal (s) with no redactions |

William Schneider, Water Resources

Department Rep Printed Name and Title

Wil Schneider

Wil Schneider (May 27, 2020 18:43 MDT)

Department Rep Signature attesting that all information included

*

# City of Santa Fe
# FY20 Fiscal Impact Analysis (Non-Personnel Expenditures)

**General Information**

| | | | |
|---|---|---|---|
| Department Name: | public utilities | Department Name: | public utilities |
| Division Name: | water | Division Name: | water |

**Financial Information**

| | | | |
|---|---|---|---|
| Amount Requested: | $213,117.85 | Munis Fund Number: | 505 |
| Vendor Name: | John Shomaker and Associates (JSAI) | Munis Org Number: | 5050381 |
| Approved by Director? | Yes<br>Shannon Jones<br>Shannon Jones (May 28, 2020 07:35 MDT) | Munis Object Code: | 510300 |

**Expenditure Information**

1. Describe the purchase of goods/services. Is this one-time or recurring? Please explain why this is the lowest cost option for this expenditure.

The City's WD entered into a PSA with JSAI for hydro services via competively bid request for proposal (RFP) for hydro services (RFP '17/26/P) that was awarded as PSA #17-0520. The services are recurring and required to protect the City's water rights portfolio assets.

2. Please describe which legally required City service does this procurement support? Does this procurement provide support for compliance with City, State and Federal requirements? If yes, please explain.

The City has utilized this contract to comply with City Chapter 25 Ordinance and New Mexico Office of the State Engineer (OSE) permit compliance requirements. The legal and regulatory requirements this contract supports is provided as Attachment A.

3. Can these services be performed by City employees in your department or in other departments? If the answer is no, please explain.

The City staff support these hydro technical services efforts but the City does not own the monitoring equipment nor have the highly specialized expertise to self-perform these regulatory and legal requirement actions.

4. Would there be any adverse health, safety or economic implications if this expenditure was not approved? What impact will there be on the department and the City operations if this expenditure is not approved.

Yes. These services are necessary for the City to comply with its regulatory and legal requirements for its water rights portfolio permits. The City's water rights are assets worth several hundred million dollars and permit compliance must be achieved to protect these assets.

5. If this purchase is not approved with City funds, what are alternative funding sources for the proposed expenditure? Does this duplicate efforts being provided by other governmental, for profit or non-profit entities?

While the Water Division is seeking and utilizes several outside funding sources, the regulatory and legal obligations are funded through the water resources operating funds. Outside funding would not be permitted to be used towards these obligations.

| | | |
|---|---|---|
| [illegible]<br>[illegible] (Jun 29, 2020 14:50 MDT) | Alexis Lotero<br>Alexis Lotero (Jun 29, 2020 14:08 MDT) | |
| Procurement Office Signature | Budget Office Signature | Finance Director Signature |

# City of Santa Fe

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

## BUSINESS REGISTRATION

**Business Name:** JOHN SHOMAKER & ASSOCIATES, INC.
DBA: JOHN SHOMAKER & ASSOC, INC.

**Business Location:** SF COUNTY
SANTA FE, NM 87501

**CRS Number:** 02058266008

**Owner:** JOHN SHOMAKER

**License Number:** 225084

**License Type:** Business License - Renewable

**Issued Date:** February 07, 2020

**Classification:** Out of Jurisdiction Contractor - Specialty

**Expiration Date:** December 31, 2020

**Fees Paid:** $10.00

JOHN SHOMAKER & ASSOCIATES, INC.
2611 BROADBENT PKWY NE
ABLUQUERQUE, NM 87107

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

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

**TO BE POSTED IN A CONSPICUOUS PLACE**

JOHNSHO-02 AFORAKER

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/22/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER License # 0757776 | CONTACT NAME: | |
|---|---|---|
| HUB International Insurance Services (NMX)<br>7770 Jefferson Street NE<br>Suite 101<br>Albuquerque, NM 87109 | PHONE (A/C, No, Ext): (505) 828-4000 | FAX (A/C, No): (866) 487-3972 |
| | E-MAIL ADDRESS: | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A : Continental Casualty Company | 20443 |
| INSURED | INSURER B : The Continental Insurance Company | 35289 |
| John Shomaker & Associates Inc<br>2611 Broadbent Prkwy NE<br>Albuquerque, NM 87107 | INSURER C : | |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

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

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY PRO-JECT LOC<br>OTHER: | X | | 4034680389 | 8/1/2019 | 8/1/2020 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$<br>$ 10,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| B | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>OWNED AUTOS ONLY<br>SCHEDULED AUTOS<br>HIRED AUTOS ONLY<br>NON-OWNED AUTOS ONLY | | | 4034680425 | 8/1/2019 | 8/1/2020 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| A | X UMBRELLA LIAB X OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED RETENTION $ | | | 4034680473 | 8/1/2019 | 8/1/2020 | EACH OCCURRENCE<br>AGGREGATE | $ 3,000,000<br>$ 3,000,000 |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | 6011635475 | 8/11/2019 | 8/11/2020 | X PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| A | E&O / Pollution | | | EEH288341818 | 1/7/2020 | 1/7/2021 | Occurrence/Aggregate | 3,000,000 |

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

SEE ATTACHED ACORD 101

**CERTIFICATE HOLDER**

City of Santa Fe
PO Box 909
Santa Fe, NM 87504-0909

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE


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AGENCY CUSTOMER ID: JOHNSHO-02 AFORAKER

LOC #: 1

# ADDITIONAL REMARKS SCHEDULE



| AGENCY | License # 0757776 | NAMED INSURED |
|---|---|---|
| HUB International Insurance Services (NMX) | | John Shomaker & Associates Inc<br>2611 Broadbent Prkwy NE<br>Albuquerque, NM 87107 |
| POLICY NUMBER | | |
| SEE PAGE 1 | | |
| CARRIER | NAIC CODE | EFFECTIVE DATE: SEE PAGE 1 |
| SEE PAGE 1 | SEE P 1 | |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
The policy includes a blanket additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.



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# BLANKET ADDITIONAL INSURED
# AND
# LIABILITY EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM
BUSINESSOWNERS COMMON POLICY CONDITIONS

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## I. BLANKET ADDITIONAL INSURED PROVISIONS

### A. ADDITIONAL INSURED – BLANKET VENDORS

Who Is An Insured is amended to include as an additional insured any person or organization (referred to below as vendor) with whom you agreed under a "written contract" to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:
   a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
   b. Any express warranty unauthorized by you;
   c. Any physical or chemical change in the product made intentionally by the vendor;
   d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;



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e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(1) The exceptions contained in Subparagraphs **d.** or **f.**; or

(2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

3. This provision **2.** does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Policy.

4. This provision **2.** does not apply if "bodily injury" or "property damage" included within the "products-completed operations hazard" is excluded either by the provisions of the Policy or by endorsement.

**B. MISCELLANEOUS ADDITIONAL INSUREDS**

1. **Who Is An Insured** is amended to include as an insured any person or organization (called additional insured) described in paragraphs **3.a.** through **3.j.** below whom you are required to add as an additional insured on this policy under a "written contract.":

2. However, subject always to the terms and conditions of this policy, including the limits of insurance, we will not provide the additional insured with:

a. A higher limit of insurance than required by such "written contract";

b. Coverage broader than required by such "written contract" and in no event greater than that described by the applicable paragraph a. through k. below; or

c. Coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard." But this paragraph **c.** does not apply to the extent coverage for such liability is provided by paragraph **3.j.** below.

Any coverage granted by this endorsement shall apply only to the extent permitted by law.

3. Only the following persons or organizations can qualify as additional insureds under this endorsement:

a. **Controlling Interest**

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

(1) such person or organization's financial control of you; or

(2) Premises such person or organization owns, maintains or controls while you lease or occupy these premises;

provided that the coverage granted to such additional insureds does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.



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**b. Co-owner of Insured Premises**

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability for "bodily injury", "property damage" or "personal and advertising injury" as co-owner of such premises.

**c. Grantor of Franchise**

Any person or organization that has granted a franchise to you, but only with respect to such person or organization's liability for "bodily injury", "property damage", or "personal and advertising injury" as grantor of a franchise to you.

**d. Lessor of Equipment**

Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by your maintenance, operation or use of such equipment, provided that the "occurrence" giving rise to such "bodily injury" or "property damage" or the offense giving rise to such "personal and advertising injury" takes place prior to the termination of such lease.

**e. Lessor of Land**

Any person or organization from whom you lease land, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the ownership, maintenance or use of that specific part of the land leased to you, provided that the "occurrence" giving rise to such "bodily injury" or "property damage" or the offense giving rise to such "personal and advertising injury", takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

**f. Lessor of Premises**

An owner or lessor of premises leased to you, or such owner or lessor's real estate manager, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the ownership, maintenance or use of such part of the premises leased to you, and provided that the "occurrence" giving rise to such "bodily injury" or "property damage" or the offense giving rise to such "personal and advertising injury", takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

**g. Mortgagee, Assignee or Receiver**

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee, or receiver's liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the ownership, maintenance, or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

**h. State or Political Subdivisions**

A state or government agency or subdivision or political subdivision that has issued a permit or authorization, but only with respect to such government agency or subdivision or political subdivision's liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of:

(1) The following hazards in connection with premises you own, rent, or control and to which this insurance applies:

(a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or

(b) The construction, erection, or removal of elevators; or

(c) The ownership, maintenance or use of any elevators covered by this insurance; or



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(2) The permitted or authorized operations performed by you or on your behalf. But the coverage granted by this paragraph does not apply to:

(a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or government agency or subdivision or political subdivision; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

With respect to this provision's requirement that additional insured status must be requested under a "written contract", we will treat as a "written contract" any governmental permit that requires you to add the governmental entity as an additional insured.

i. **Trade Show Event Lessor**

With respect to your participation in a trade show event as an exhibitor, presenter or displayer, any person or organization .whom you are required to include as an additional insured, but only with respect to such person or organization's liability for "bodily injury", "property damage", or "personal and advertising injury" cause by:

a. Your acts or omissions; or

b. Acts or omissions of those acting on your behalf;

in the performance of your ongoing operations at the trade show premises during the trade show event.

j. **Other Person or Organization**

Any person or organization who is not an additional insured under paragraphs **a.** through **i.** above. Such additional insured is an insured solely for "bodily injury", "property damage" or "personal and advertising injury" for which such additional insured is liable because of your acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:

(1) For "bodily injury," "property damage," or "personal and advertising injury" arising out of the rendering or failure to render any professional services;

(2) For "bodily injury" or "property damage" included in the "products-completed operations hazard." But this provision (2) does not apply to such "bodily injury" or "property damage" if:

(a) It is entirely due to your negligence and specifically results from your work for the additional insured which is the subject to the "written contract"; and

(b) The "written contract" requires you to make the person or organization an additional insured for such "bodily injury" or "property damage"; or

(3) Who is afforded additional insured coverage under another endorsement attached to this policy.

**C. ADDITIONAL PROVISIONS PERTINENT TO ADDITIONAL INSURED COVERAGE**

With respect only to additional insured coverage provided under paragraphs A. and B. above:

1. The **BUSINESSOWNERS COMMON POLICY CONDITIONS** are amended to add the following to the Condition entitled **Other Insurance**:

This insurance is excess of all other insurance available to an additional insured whether primary, excess, contingent or on any other basis. However, if a "written contract" requires that this insurance be either primary or primary and noncontributing, then this insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.

2. Under **Liability and Medical Expense Definitions**, the following definition is added:

"Written contract" means a written contract or agreement that requires you to make a person or organization an additional insured on this policy, provided the contract or agreement:

a. Is currently in effect or becomes effective during the term of this policy; and

b. Was executed prior to:



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(1) The "bodily injury" or "property damage"; or

(2) The offense that caused the "personal and advertising injury";

for which the additional insured seeks coverage.

## II. LIABILITY EXTENSION COVERAGES

It is understood and agreed that this endorsement amends the **Businessowners Liability Coverage Form.** If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement to such provision do not apply.

### A. Bodily Injury – Expanded Definition

Under **Liability and Medical Expenses Definitions**, the definition of "Bodily injury" is deleted and replaced by the following:

"Bodily injury" means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the physical injury, sickness or disease.

### B. Broad Knowledge of Occurrence

Under Businessowners Liability Conditions, the Condition entitled Duties In The Event of Occurrence, Offense, Claim or Suit is amended to add the following:

Paragraphs **a.** and **b.** above apply to you or to any additional insured only when such "occurrence," offense, claim or "suit" is known to:

(1) You or any additional insured that is an individual;

(2) Any partner, if you or an additional insured is a partnership;

(3) Any manager, if you or an additional insured is a limited liability company;

(4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;

(5) Any trustee, if you or an additional insured is a trust; or

(6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This paragraph applies separately to you and any additional insured.

### C. Estates, Legal Representatives and Spouses

The estates, heirs, legal representatives and spouses of any natural person insured shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives and spouses only for claims arising solely out of their capacity as such and, in the case of a spouse, where such claim seeks damages from marital common property, jointly held property, or property transferred from such natural person insured to such spouse. No coverage is provided for any act, error or omission of an estate, heir, legal representative or spouse outside the scope of such person's capacity as such, provided however that the spouse of a natural person Named Insured and the spouses of members or partners of joint venture or partnership Named Insureds are insureds with respect to such spouses' acts, errors or omissions in the conduct of the Named Insured's business.

### D. Legal Liability – Damage To Premises

1. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, Exclusion **k. Damage To Property**, is replaced by the following:

   **k. Damage To Property**

   "Property damage" to:

   1. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of



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such property for any reason, including prevention of injury to a person or damage to another's property;

2. Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

3. Property loaned to you;

4. Personal property in the care, custody or control of the insured;

5. That particular part of any real property on which you or any contractors or subcontractors working directly or indirectly in your behalf are performing operations, if the "property damage" arises out of those operations; or

6. That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph **2** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **1**, **3**, and **4**, of this exclusion do not apply to "property damage" (other than damage by fire or explosion) to premises:

**(1)** rented to you:

**(2)** temporarily occupied by you with the permission of the owner, or

**(3)** to the contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to Damage To Premises Rented To You as described in Section D – Liability and Medical Expenses Limits of Insurance.

Paragraphs **3**, **4**, **5**, and **6** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **6** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

2. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, the following paragraph is added, and replaces the similar paragraph, if any, beneath paragraph **(14)** of the exclusion entitled **Personal and Advertising Injury**:

Exclusions **c, d, e, f, g, h, i, k, l, m, n, and o**, do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner or to the contents of premises rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to this coverage as described in **Section D. Liability And Medical Expenses Limits Of Insurance.**

3. The first Paragraph under Item **5. Damage To Premises Rented To You Limit** of the section entitled **Liability And Medical Expenses Limits Of Insurance** is replaced by the following:

The most we will pay under Business Liability for damages because of "property damage" to any one premises, while rented to you or temporarily occupied by you with the permission of the owner, including contents of such premises rented to you for a period of 7 or fewer consecutive days, is the Damage to Premises Rented to You limit shown in the Declaration.

**E. Personal and Advertising Injury – Discrimination or Humiliation**

1. Under **Liability and Medical Expenses Definitions**, the definition of "personal and advertising injury" is amended to add the following:

**h.** Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

**(1)** Not done intentionally by or at the direction of:

**(a)** The Insured; or



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(b) Any "executive officer," director, stockholder, partner, member or manager (if you are a limited liability company) of the insured; and

(2) Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or person by any insured.

2. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, the exclusion entitled **Personal and Advertising injury** is amended to add the following additional exclusions:

**(15) Discrimination Relating to Room, Dwelling or Premises**

Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

**(16) Employment Related Discrimination**

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any insured.

**(17) Fines or Penalties**

Fines or penalties levied or imposed by a governmental entity because of discrimination.

3. This provision **(Personal and Advertising Injury – Discrimination or Humiliation)** does not apply if **Personal and Advertising Injury Liability** is excluded either by the provisions of the Policy or by endorsement.

**F. Personal and Advertising Injury - Broadened Eviction**

Under **Liability and Medical Expenses Definitions**, the definition of "Personal and advertising injury" is amended to delete Paragraph c. and replace it with the following:

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room dwelling or premises that a person or organization occupies committed by or on behalf of its owner, landlord or lessor.

**G. Waiver of Subrogation – Blanket**

We waive any right of recovery we may have against:

a. Any person or organization with whom you have a written contract that requires such a waiver.

All other terms and conditions of the Policy remain unchanged.



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**IMPORTANT: THIS ENDORSEMENT CONTAINS DUTIES THAT APPLY TO THE ADDITIONAL INSURED IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT. SEE PARAGRAPH C., OF THIS ENDORSEMENT FOR THESE DUTIES.**

# BLANKET ADDITIONAL INSURED ENDORSEMENT WITH PRODUCTS-COMPLETED OPERATIONS COVERAGE & BLANKET WAIVER OF SUBROGATION

**Architects, Engineers and Surveyors**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM
BUSINESSOWNERS COMMON POLICY CONDITIONS

**A. Who Is An Insured** is amended to include as an insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement; but the written contract or written agreement must be:

1. Currently in effect or becoming effective during the term of this policy; and
2. Executed prior to the:
   a. "Bodily injury" or "property damage"; or
   b. Offense that caused the "personal and advertising injury";

   for which the additional insured seeks coverage

**B.** The insurance provided to the additional insured is limited as follows:

1. The person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:
   a. Your acts or omissions; or
   b. The acts or omissions of those acting on your behalf,

   in the performance of your ongoing operations specified in the written contract or written agreement; or
   c. "Your work" that is specified in the written contract or written agreement, but only for "bodily injury" or "property damage" included in the "products-completed operations hazard", and only if:
      (1) The written contract or written agreement requires you to provide the additional insured such coverage; and
      (2) This Coverage Part provides such coverage.
2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
3. The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including:
   a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications by any architect, engineer or surveyor performing services on a project of which you serve as construction manager; or
   b. Inspection, supervision, quality control, engineering or architectural services done by you on a project of which you serve as construction manager.



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4. The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of construction or demolition work while you are acting as a construction or demolition contractor.

C. Under **Businessowners Liability Conditions**, the condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended to add the following:

An additional insured under this endorsement will as soon as practicable:

1. Give written notice of an occurrence or an offense to us which may result in a claim or "suit" under this insurance;
2. Tender the defense and indemnity of any claim or "suit" to us for a loss we cover under this Coverage Part;
3. Except as provided for in paragraph **D.2.** below:
   a. Tender the defense and indemnity of any claim or "suit" to any other insurer which also has insurance for a loss we cover under this Coverage Part; and
   b. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a claim or "suit" from the additional insured.

D. With respect only to the insurance provided by this endorsement, the condition entitled **Other Insurance** of the **BUSINESSOWNERS COMMON POLICY CONDITIONS** is amended to delete paragraphs **2.** and **3.** and replace them with the following:

2. This insurance is excess over any other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, But if required by the written contract or written agreement, this insurance will be primary and noncontributory relative to insurance on which the additional insured is a Named Insured.
3. When this insurance is excess, we will have no duty under **Business Liability** insurance to defend the additional insured against any "suit" if any other insurer has a duty to defend the additional insured against that "suit" If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured's rights against all those other insurers.

   When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

   **(a)** The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

   **(b)** The total of all deductible and self-insured amounts under all that other insurance.

   We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

E. The condition entitled **Transfer of Rights of Recovery Against Others to Us** of the **BUSINESSOWNERS COMMON POLICY CONDITIONS** is amended to deleted paragraph **2.** and replace it with the following:

2. We waive any right of recovery we may have against any person or organization with whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included within the "products-completed operations hazard."

All other terms and conditions of the Policy remain unchanged.



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**Signature:**

**Email:** jdroach@santafenm.gov

**Signature:**

**Email:** mtmccoy@ci.santa-fe.nm.us

ITEM # 19-0645

**CITY OF SANTA FE**
**AMENDMENT No. 3 TO**
**PROFESSIONAL SERVICES AGREEMENT**
**ITEM#17-0520; 18-0751**

AMENDMENT No. 3 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 14, 2017 the "Agreement"), between the City of Santa Fe (the "City") and John Shomaker & Associates, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

**RECITALS**

A. Under the terms of the Agreement #17-0520, Contractor has agreed to provide Professional Services for the City of Santa Fe.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total two hundred seventy one thousand and one dollar ($271,001) plus applicable gross receipts tax, so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed eight hundred eighty four thousand two hundred seventy four dollars ($884,274.) plus applicable gross receipts taxes, in total for the term of the Agreement.

2. TERM.

Article 5 of the Agreement is amended to extend the term of the Agreement, so that Article 5 reads in its entirety as follows:

This Agreement shall terminate on June 30, 2020 unless terminated pursuant to Paragraph 6, infra.

3. AGREEMENT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 3 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: 8/2/19

CONTRACTOR:
JSAI

NAME & TITLE Steve Finch, V.P.

Date: April 25, 2019

CRS #:02-058266008
Business Registration #:19-00129246

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
cc mtg. - 7-31-19

APPROVED AS TO FORM:

4/22
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

(for M. McCoy) 06.02.19
MARY MCCOY, FINANCE DIRECTOR

52300/510300
Business Unit/Line Item

ITEM # 19.0118

**CITY OF SANTA FE**
**AMENDMENT No. 2 TO**
**PROFESSIONAL SERVICES AGREEMENT**
**ITEM#17-0520**

AMENDMENT No. 2 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 14, 2017 (the "Agreement"), between the City of Santa Fe (the "City") and John Shomaker & Associates, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

**RECITALS**

A. Under the terms of the City of Santa Fe Agreement #17-0520, Contractor has agreed to provide professional services for the City of Santa Fe.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES:

Article 1 of the Agreement is amended to include the tasks as outlined in Exhibit "B" attached hereto and incorporated herein.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of sixty five thousand eight hundred twenty five dollars ($65,825) plus applicable gross receipts tax so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the contractor in full payment for services

rendered, a sum not to exceed six hundred thirteen thousand two hundred seventy three dollars ($613,273), plus gross receipts tax, in total for the term of this Agreement.

3. AGREEMENT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No.2 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: 3/5/19

CONTRACTOR:
John Shomaker & Associates, Inc

NAME & TITLE Steve Finch, V.P.

DATE: March 8, 2019
CRS # 02-058266008
City of Santa Fe Business
Registration # 19-00129246

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
CC mtg. 2/27/2019

APPROVED AS TO FORM:

1/16
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

52300.510300
business Unit/Line

ITEM # 18-0751

**CITY OF SANTA FE**
**AMENDMENT No. 1 TO**
**PROFESSIONAL SERVICES AGREEMENT**
**ITEM#17-0520**

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 14, 2017 (the "Agreement"), between the City of Santa Fe (the "City") and John Shomaker & Associates, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

**RECITALS**

A. Under the terms of the City of Santa Fe Agreement #17-0520, Contractor has agreed to provide professional services for the City of Santa Fe.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of two hundred seventy three seventy hundred twenty four dollars ($273,724) plus applicable gross receipts tax so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the contractor in full payment for services rendered, a sum not to exceed five hundred forty seven thousand four hundred forty eight dollars ($547,448), plus gross receipts tax, in total for the term of this Agreement.

2. TERM.

Article 5 of the Agreement is amended to extend the term of the Agreement, so that Article 5 reads in its entirety as follows:

This Agreement shall terminate on June 30, 2019 unless terminated pursuant to Paragraph 6, infra.

3. AGREEMENT IN FULL FORCE.

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

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

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: 7/5/18

CONTRACTOR:

NAME & TITLE Steve Finch, V.P.

DATE: 7/12/18

CRS # 02-05826008
City of Santa Fe Business
Registration # 18-00129246

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
CC mtg. 6/27/18

APPROVED AS TO FORM:

5/7
CITY ATTORNEY

APPROVED:

7-3
FINANCE DIRECTOR

52300.510300
Business Unit/Line

ITEM # 17-0520

CITY OF SANTA FE

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe (the "City") and John Shomaker & Associates, Inc. (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City and the Contractor, whichever occurs last.

1. SCOPE OF SERVICES

The Contractor shall provide professional services for the City as outlined in Exhibit "A" attached hereto.

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that it possesses the experience and knowledge necessary to perform the services described under this Agreement.

B. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

3. COMPENSATION

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed two hundred seventy three thousand seven hundred twenty four dollars ($273,724.00), plus applicable gross receipts taxes.

B. The Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums paid under this Agreement.

C. Payment shall be made upon receipt and approval by the City of

detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed and accepted by the City.

4. APPROPRIATIONS

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

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the City and terminate on June 30, 2018, unless sooner pursuant to Article 6 below. . This Agreement may be extended for three (3) additional twelve (12) month periods, not to exceed four (4) years by the written agreement of the parties amending this Agreement.

6. TERMINATION

A. This Agreement may be terminated by the City upon 30 days written notice to the Contractor.

(1) The Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the City original copies of all work product, research or papers prepared under this Agreement.

(2) If compensation is not based upon hourly rates for services rendered, the City shall pay the Contractor for the reasonable value of services

satisfactorily performed through the date Contractor receives notice of such termination, and for which compensation has not already been paid.

(3) If compensation is based upon hourly rates and expenses, the Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

7. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

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

B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by Contractor in the performance of the services under this Agreement.

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

8. CONFIDENTIALITY

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

9. CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

10. ASSIGNMENT; SUBCONTRACTING

The Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the City. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City.

11. RELEASE

The Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City to any obligation not assumed herein by the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. INSURANCE

A. The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form

and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

B. Contractor shall also obtain and maintain Workers' Compensation insurance, required by law, to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the City with evidence of its compliance with such requirement.

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

13. INDEMNIFICATION

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

14. NEW MEXICO TORT CLAIMS ACT

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

15. THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

16. RECORDS AND AUDIT

The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the

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

18. AMENDMENT

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

19. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

20. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

21. SEVERABILITY

In case any one or more of the provisions contained in this Agreement or

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

22. NOTICES

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

City of Santa Fe:
Water Division Director
801 W. San Mateo
Santa Fe, NM 87504

Contractor:
Steven T. Finch Jr.
John Shomaker & Associates, Inc.
2611 Broadbent Pkdwy NE
Albuquerque, NM 87107

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF SANTA FE:

JAVIER M. GONZALES, MAYOR

DATE: 6/19/17

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
@C mtg 6/14/17

APPROVED AS TO FORM:

5/23
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

ADAM JOHNSON, FINANCE DIRECTOR

CONTRACTOR:

V.P.
NAME & TITLE Steven T. Finch Jr.

DATE: June 16, 2017

CRS #:02-058266008
Business Registration #:17-00129246

52300; 510300; 510310; 510340
Business Unit Line Item

**Exhibit A**

**Scope of Work for John Shomaker and Associates, Inc.**

**Work Plan 1: Buckman Well Field OSE Permit Compliance Support**

The City of Santa Fe (City) is obligated to comply with monitoring and reporting requirements for operating water supply wells under the Buckman Well Field permits. *Buckman Well Field Water-Level Monitoring Program Response to Condition of Approval No. 5, Permit No. RG-20516-S-10 thru RG-20516-S-13, City of Santa Fe,* adopted by all parties and the District Court in 2007, this biennial report summarizes production and water-level data in the City of Santa Fe's Buckman Well Field, documents water-level data and trends for BMP wells, provides 10-year and 40-year drawdown projections for wells in the Buckman Well Field Monitoring Program area, and addresses Permit Conditions 6 and 7, which address whether wells of other ownership may go dry as a result of pumping Buckman Wells 10 through 13 (BW10-13) under permit RG-20516-S-10 through RG-20516-S-13.

**Task 1. Water Level Monitoring and Reporting**
Contractor will provide an operation and maintenance plan for the Buckman Well Field. Continue with required data collection.

**Task 2. Pumping Impacts and Analyses (Depletion Calculations)**
Contractor will work with the New Mexico Office of the State Engineer (NMOSE) based upon the review comments of the last Buckman Well Field Monitoring Program biennial report.

**Work Plan 2: Northwest Well & City Well Field NMOSE Permit Compliance Support**

The City will be obligated to comply with the monitoring and reporting requirements for operating water supply wells under the Northwest and City Well Field permit. Contractor will provide support for Northwest Well and City Well Field permit compliance through monitoring; developing databases; evaluating monitoring results; performing hydrogeologic analysis and interpretation of groundwater data and results; generating and interpreting groundwater-flow model results; preparing monitoring report(s) and communicating with NMOSE, on behalf of the City, as directed by the City.

**Task 1. Groundwater Monitoring and Reporting**
The purpose of the monitoring plan and reporting in accordance with the Northwest Well Groundwater Monitoring Plan is to collect data to evaluate possible water-level declines in the area of the Northwest Well and the City Well Field. The data may also be used to help improve the simulation of groundwater flow and pumping in the area, and to simulate groundwater pumping in the area to evaluate the causes of possible future water-level declines. The City anticipates the data analysis and reporting for this monitoring plan will emulate the Buckman Well Field Monitoring Program. Contractor will provide these services, as part of the monitoring plan and reporting.

Details of the monitoring plan and reporting are provided in Attachment 1: John Shomaker & Associates, Inc. Proposal in response to RFP #'17/26/P & Attachment 2: March 8, 2017 Meeting notes for Scope of Work and Budget for RFP #'17/26P. The scope of work does not include pump contractor services required for installing sounding tubes in private wells; however, the Contractor will develop a work plan for pump contractor services.

**Task 2. Pumping Impacts Analyses (Depletion Calculations)**
Also, emulating the Buckman Well Field Monitoring Program, the Contractor will provide annual evaluations of the hydrologic impacts caused by groundwater pumping on streamflows of the Rio Grande and key tributaries Rio Pojoaque-Nambe, Rio Tesuque, and La Cienega Springs shall be conducted. The analyses comprises the use of groundwater flow modeling using the OSE Administrative Model for the City of Santa Fe to predict the rate of streamflow depletions from each of the water supply wells (points of diversion) based on actual rates of pumping.
The Contractor evaluations will include a comparative analysis of the depletions for each river reach with the City's portfolio of surface water rights for the purpose of complying with permit requirements where the City needs to demonstrate that sufficient surface water rights are in place to offset pumping depletions.

**Work Plan 3: Santa Fe River Monitoring and Reporting**

In 2016, the City initiated surface water monitoring on the Santa Fe River during the period of 'Living River' reservoir bypass flows in May, June, and July. The monitoring report was completed to comply with the requirements within the Administrative Procedures for the Santa Fe River Target Flow Ordinance and monitored streamflows at 7 stations. The monitoring further provided data to evaluate rates of targeted river flows during the annual bypass of flows below Nichols Reservoir, estimated river seepage to the underlying aquifer system, and quantified an overall water budget. The monitoring report concluded that additional monitoring was necessary to improve the understanding of groundwater and surface water interactions along the Santa Fe River as required by Ordinance 2012-10.

The Contractor will perform Santa Fe River monitoring and reporting in compliance with the requirements within the Administrative Procedures for the Santa Fe River Target Flow Ordinance and according to the recommendations of the 2016 Santa Fe River Monitoring Report.

**Task 1. Automation of surface water gaging stations**
Re-establish the automated measurement of streamflow at the existing staff gages below Nichols Reservoir and at St. Francis Drive at 15-minute intervals. The streamflow measurement requirement within the Administrative Procedures for the Santa Fe River Target Flow Ordinance will be fulfilled by installing pressure transducers at these staff gage locations and using the updated rating curves.

**Task 2. Monitoring of Living River bypass flows**
The Contractor will conduct five additional seepage runs during Living River bypass flows in 2017. These seepage runs would include measurement stations below Nichols Reservoir, at The Nature Conservancy's diversion gate, downstream of the return flow of Cerro Gordo, adjacent to Camino Pequeño upstream of Acequia Madre, below Acequia Madre (upstream of Patrick Smith Park), above St. Francis Drive (near the Boys & Girls Club), and at Ricardo Road, at a minimum, and would document the end-of-flow point. This will allow the City to update rating curves for the gages below Nichols Reservoir and at St. Francis Drive, update the seepage rate dataset, and update the relationship between flow below Nichols Reservoir and the end-of-flow point. These seepage run events should be accompanied by measurements of shallow water levels from monitoring wells MW-1, A, & B by the Contractor.

**Task 3. Santa Fe River Seepage Loss Study**
During the seepage runs, the Contractor will also measure streamflow at up to four newly-established stations between Nichols Reservoir and Cerro Gordo Road to study seepage losses and water budget in this reach, and compare seepage losses associated with flow through The Nature Conservancy's river restoration diversion route versus the 'bypass channel' of the Santa Fe River. In addition, the study needs to establish a seepage rate for losses from the 'bypass channel', which may contribute recharge to the lower elevation Two-mile pond. Field reconnaissance will be performed by the Contractor, in coordination with City staff, to identify the new measurement stations between Nichols Reservoir and Cerro Gordo Road and identify any seeps & springs along the reach of the...

**Task 4. Monitoring of the diversions and an assessment along the upper Santa Fe River.**
The Contractor will monitor the following points of interest, to include 1) Acequia Cerro Gordo, 2) Acequia Madre (upper), 3) Two-mile pond exit flume, and 4) The Nature Conservancy's diversion head gate. Each of these Santa Fe River diversions are currently not quantified; therefore, the goal for the Contractor will be to develop a method for monitoring diversions, instrument diversions, collect diversion data and assessing the data for year 2017. This task includes the purchase of data logger/transducers with supporting accessories and the necessary materials needed for installation, see Attachment 3: April 5, 2017 Meeting notes for Scope of Work and Budget the Upper Santa Fe River Diversion Monitoring & Assessment. Finally, the Contractor will prepare report of the findings, and provide recommendations for permanent diversion monitoring equipment.

**Task 5. Santa Fe River Monitoring Report**
Contractor will update the Santa Fe River Monitoring Report for 2017 and will include recommendations for enhancements to the monitoring program including monitoring methodologies and frequencies and use of new monitoring technologies where appropriate. Included in the update shall be identification of Santa Fe River target flows, aka 'Living River' flows, versus Acequia irrigation

delivery flows versus stormwater flows that have occurred in the Santa Fe River channel below Nichols Reservoir, especially during precipitation events in the spring and during the 'monsoon' season.

**Task 6. Work Plan Schedule & Budget**
The Contractor will provide a work plan, including a description of the field monitoring program, data analysis and reporting, along with a proposed schedule and budget.

**Work Plan 4: Return Flow / Discharge Credit Plan**

The City is seeking to develop a return flow/discharge credit strategy for its ongoing discharges from the Paseo Real Wastewater Treatment Plant to the Santa Fe River. The City is interested in utilizing a portion of these return flows as a means to offset La Cienega depletions caused by the diversion of groundwater for municipal supply under Buckman Well Field Permits RG-20516- et al. The Return Flow Plan will be integrated with the City's conjunctive water management strategy which includes San Juan Chama and Santa Fe River surface water sources, Buckman and City Well Field groundwater sources, indirect potable reuse, and conservation to maximize use of available water resources while providing operational flexibility and water supply reliability.

The Contractor will develop a work plan providing a technical approach to utilize existing geohydrologic data and any supplemental field data collected as determined necessary to address data gaps and complete this plan which will include developing an integrated site conceptual model that describes the surface and groundwater interactions, seepage rates and recharge of underlying aquifer system from Santa Fe River releases, and an overall water budget of the hydrologic system including: diversions; seepage losses; evapotranspiration effects and other analyses necessary to satisfy OSE requirements, so that the return flows satisfy the City's groundwater pumping offset requirements. The plan should comply with OSE's Policy on discharge credits (Return Flow - #4-2009) and other relevant regulatory policy documents.

**Task 1. Confirm Availability of Treated Effluent For Return Flow or Discharge Credits**
The purpose of this task is to quantify the amount of treated effluent that can be committed for return flow or discharge credits. The Contractor will prepare a draft technical memorandum detailing recommendations and present the results to City Staff for feedback. The proposed quantity of treated effluent allocated for the plan will be integrated with the City's water management strategy.

**Task 2. Determine Annual Quantity of Discharge Credit Requested**
The NMOSE recommends that the City prepare a conservative estimate of the maximum annual discharge credit requested based on full amount of pumping for 100 years. The Contractor will quantify the La Cienega offset requirements for the Buckman Well Field and other potential future pumping using the administrative model.

**Task 3. Prepare Project Map**
The NMOSE requires a project map detailing points of diversion requiring discharge credits, the reach where discharge credits will occur, monitoring points used for quantifying recharge, and reaches of the stream flor which offset is proposed. The Contractor will prepare a project map that will be incorporated into a plan to be submitted to NMOSE.

**Task 4. Description of Discharge and Quantification Method**
The Contractor will develop a metering plan for discharge quantification as required by the NMOSE. A sound approach may be to perform metering at a 15-minute interval for one year in order to refine the quantification of percent streamflow infiltrated and overall water balance. Discharge credits for subsequent years can then be based on the metered discharge multiplied by a conservative factor derived from the one-year "test" dataset.

**Task 5. Hydrologic analysis to demonstrate that discharge water will offset stream depletions due to applicant's pumping Quantification of Discharge Credit Capacity**
The Contractor will provide a hydrologic analysis report that will include an integrated site conceptual model describing the surface and groundwater interactions, seepage rates and recharge of underlying aquifer system from discharges, and an overall water budget to satisfy NMOSE requirements for demonstrating discharge credits.

**Task 6. Notice of Intent to Discharge**
NMOSE requires proof of a permit from the NMED for discharges to groundwater. This should already be covered under DP-289. However, the permit may need to be modified for discharges to stream segments other than the lower Santa Fe River. If discharge plan permit modification is required, the Contractor will provide recommendations for proposed modifications.

**Task 7. Submit Plan to NMOSE**
Results from Tasks 1 through 6 will be compiled into a draft plan for the City to review. The Contractor will present the results of the plan to the NMOSE Hydrology Bureau and Water Rights Division. Comments from the NMOSE will be addressed and the final plan will be submitted to the NMOSE for review and consideration.

**Work Plan 5: Depletion Management Strategy and Water Rights Acquisition Plan**

Offset Acquisition Targets – In order to comply with the City of Santa Fe's groundwater well permits from the New Mexico Office of the State Engineer (OSE), the City is required to provide "offsets" in the form of surface water rights from five different administrative basins: 1) Middle Rio Grande, 2) Upper Rio Grande, 3) La Cienega, 4) Nambe-Pojoaque, and 5) Tesuque, although the vast majority are located in the Middle Rio Grande. When the City pumps groundwater from any of the wells having offset requirements, the OSE utilizes an administrative groundwater model to determine the impacts of that pumping in each impacted administrative basin and determines the

quantity and duration of the impacts from a given year's groundwater pumping. The acquisition of offsets is a difficult and expensive process for the City and the purpose of this work plan will be to ease that burden by the Contractor determining offset acquisition targets based on projected pumping and acceptable rates of groundwater decline. These targets will be specific quantities of water rights for each administrative basin based on acceptable rates of pumping and groundwater decline from the Buckman Well Field, City Well Field, Northwest Well, and potential future alternate points of diversion for optimizing the City Well Field.

**Task 1. Evaluating the City's existing water rights portfolio**
The Contractor will evaluate the City's existing water rights portfolio in the Water Bank database to understand all details for each existing water right permit. As part of this task, the Contractor will prepare a map showing the location of all permits in the Water Bank database.

**Task 2. Evaluation of Offset Requirements**
The Contractor will work with the City to develop a series of model runs for the evaluation of offset requirements. The Contractor proposes a maximum of 20 model run scenarios, which will include serval iterations to evaluate the Northwest well settlement conditions of approval. The Contractor will perform the administrative model runs required to compare past, current and future (projected) pumping schedules to determine the optimal strategy for surface water right acquisitions to satisfy offset requirements. Results will be presented in a technical memorandum with graphs, maps, and summary tables.

**Task 3. Evaluation of Offset Potential**
The offset potential varies, and depends if the water right is for diversion of surface water or groundwater, and the proof of beneficial use. Offsets from surface water rights may be limited by the consumptive use rather than the diversion quantity, and offsets from groundwater rights will be subject to proximity to the stream system and administrative model results. The Contractor will evaluate the offset potential for each water right considering the above factors.

**Task 4. Develop Recommended Strategy**
The results from tasks 1 through 4 will be used to develop a recommended strategy for the City to implement strategic water rights purchases in the 5 stream systems. The strategy will also include results from Work plan 4 (discharge credit plan). The Contractor will present draft recommendations to obtain feedback from the City, and then prepare a summary report.

**Work Plan 6: Potential Water Right Purchase Evaluations**

The Contractor will provide written evaluations of water rights under consideration originating either as City purchases or as privately owned water rights being transferred to the City of Santa Fe Water Bank. The scope and purpose of the evaluation is to determine the legitimacy of the right and the amount likely to be approved for transfer by the New Mexico Office of the State Engineer. Water rights under consideration as City purchases shall be paid directly by the City of Santa Fe and the bid should be identified

as a per-unit estimate for each evaluation and a total cost based on providing five such assessments per year. In addition, evaluations will be required for privately owned water rights being proposed for transfer into the City's Water Bank. The cost of these evaluations is borne by the applicant and will be paid directly from that entity. Evaluations by the Contractor of private water rights are not expected to occur more frequently than ten times per calendar year.

**Task 1. Evaluation methods**
The purpose of the evaluation is to determine the legitimacy of the right and the amount likely to be approved for transfer by the NMOSE. The Contractor will complete a review of water rights documents to determine risks of transfer, such as permit status and potential proof of beneficial use; determine the value of the potential water right transfer to the City; and calculate potential use for the City as offsets or diversions.

**Task 2. Written Evaluation**
The Contractor will provide written evaluations of water rights under consideration originating either as City purchases or as privately owned water rights being transferred to the City of Santa Fe Water Bank. The written evaluation will include a summary of the water right consider and the results of the evaluation. If appropriate, the Contractor will provide other innovative recommendations to consider, such as alternative use of water right, transfer conditions for privately owned water right such as use of proposed development open space for Aquifer Storage & Recovery.

## Work Plan 7: Stream Design Flows for Water Quality Standards

The New Mexico Environment Department (NMED) Surface Water Quality Bureau certifies permits for the National Pollutant Discharge Elimination System (NPDES), which is administered by the U.S. Environmental Protection Agency under the Clean Water Act of 1972. The NMED methodologies utilize streamflow data for NPDES permitting and establishment of TMDL's for both point and nonpoint pollutant sources. The Contractor will develop the low-flow frequency, streamflow estimates for the Santa Fe River in the vicinity of the wastewater treatment plant to support ongoing effort to determine the assimilation capacities of receiving water and to use as the minimum discharge at which the New Mexico water-quality standards are applied. These low flow stream flow data will be used to evaluate NMEDs standards based on the 4Q3 - Minimum flow over 4 consecutive days once in 3-years and 7-day, 10-year minimum flow (7Q10) conditions for establishing critical site-specific low flow development needed to evaluate total maximum daily loads (TDMLs). The Contractor will work closely with the City, the City's engineering consultants, and NMED in achieving these work plan goals.

**Task 1. Initial Field Reconnaissance of Lower Santa Fe River**
The Contractor will perform an initial field reconnaissance of the Santa Fe River for the reach(s) of concern. The purpose will be to identify access for monitoring locations and field condition of monitoring locations. For efficiency, the work

could be performed concurrently with Work plan 3. Results of the field work will be used to develop the monitoring design.

**Task 2. Development of Monitoring Design**
The Contractor will provide a monitoring design that will delineate the locations, frequency, and types of streamflow monitoring needed to support alternative regulatory low flow calculations for the NPDES permit. The monitoring design will also include methods for data collection that are consistent with NMED requirements. The Contractor will present draft results of the monitoring design to the City and NMED for feedback. The Contractor will provide a final report that can be submitted to NMED.

**Task 3. Technical Support with Modification of Water Quality Standards**
The Contractor will work with the City, the City's engineering consultants, and NMED and provide technical support with permitting strategy for modification of existing water quality standards.

In summary, the Contractor shall submit brief work plan(s), expanding detail on the work plans listed above, describing its approach to satisfy the work plan objectives and subsequent tasks, along with a schedule to indicate how the work will be accomplished. These brief work plan(s) should be prepared such that it can be incorporated with only minor modifications. The Contractor will be expected to conduct monthly progress review meetings to go over progress of the work plan(s), in addition to those tasks needed to complete the professional services agreement scope of work.

**Attachment 1:** John Shomaker & Associates, Inc. Proposal for RFP #'17/26/P
**Attachment 2:** JSAI March 8, 2017 Meeting Notes for RFP #'17/26/P Proposal
**Attachment 3:** JSAI April 5, 2017 Revised Scope of Work & Budget for Task 4 of Santa Fe Monitoring & Reporting.

*Budget for one-year project (FY 2017-18)*

| | |
|---|---|
| **Work Plan 1: Santa Fe River Monitoring & Reporting** | $ 40,354 |
| **Work Plan 2: Northwest Well & City Well Field NMOSE Permit Compliance Support** | $ 35,074 |
| **Work Plan 3: Santa Fe River Monitoring and Reporting** | $ 33,566 |
| **Addition of Task 4** | $ 31,000 |
| **Work Plan 4: Return Flow / Discharge Credit Plan** | $ 26,070 |
| **Work Plan 5: Depletion Management Strategy and Water Rights Acquisition Plan** | $ 48,290 |
| **Work Plan 6: Potential Water Right Purchase Evaluations** | $ 26,023 |
| **Work Plan 7: Stream Design Flows for Water Quality Standards** | $ 33,347 |
| TOTAL | $ 273,724 |
| GRT Cost (8.3125%) | $ 22,753 |
| GRAND TOTAL | $ 296,477 |

**Signature:** Geralyn Cardenas
Geralyn Cardenas (Aug 17, 2020 08:29 MDT)

**Email:** gfcardenas@santafenm.gov

# GB 20-0384 John Shomaker & Associates, Inc - not executed

Final Audit Report 2020-08-17

| | |
|---|---|
| Created: | 2020-08-14 |
| By: | YODEL CATANACH (yocatanach@ci.santa-fe.nm.us) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAtWDdMd62INxRhJRs51ELUo_0ynt9xE0g |

## "GB 20-0384 John Shomaker & Associates, Inc - not executed" History

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City of Santa Fe
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Signed document emailed to Geralyn Cardenas (gfcardenas@santafenm.gov), Yolanda Vigil (yyvigil@santafenm.gov), Alan Webber (amwebber@santafenm.gov), YODEL CATANACH (yocatanach@ci.santa-fe.nm.us), and 3 more

2020-08-17 - 4:26:38 PM GMT

| ACTION SHEET<br>PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 03/29/2021 |
|---|
| **ISSUE NO. 7f**<br><br>Request for Approval of Amendment No. 5 with John Shoemaker & Associates, Inc. (JSAI) for two (2) Capital Improvement Projects: Installation of an inclinometer sensor (SENSOR) and Development of a Conceptual Work Plan in the total amount of 88,536.57 (exclusive of NMGRT). (William Schneider, Water Resources Manager, whschnedier@santafenm.gov, 955-4203)<br>**Committee Review:**<br>Public Works and Utilities Committee: 03/29/2021<br>Finance Committee: 4/5/2021<br>Governing Body: 04/14/2021 |
| **PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on Consent Agenda to forward to 4/5/2021 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 28, 2021

**To:** Public Utilities Committee
Finance Committee
City Council

**Via:** Shannon Jones, Public Utilities Department Director SJ
Jesse Roach, Water Division Director JR

**From:** Bill Schneider, P.G., Water Resources Coordinator WHS

**RE:** Amendment No. 5 to Professional Services Agreement (PSA) 19-0645 with John Shomaker and Associates Inc. (JAI) and Budget Adjustment Request (BAR)

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## ITEM AND ISSUE

Request for approval of Amendment #5 to with JSAI, Inc. for 2 Capital Improvement Projects (CIP):

1. Installation of an inclinometer sensor (SENSOR) to monitor the stability of the sloped earthen dam that form Nichols Reservoir. The permanently-installed SENSOR is a requirement for dam safety to ensure that no movement or instability occurs during the excavation and reconstruction of the Nichols outlet conduit.
2. Development of a Conceptual Work Plan (PLAN) and Feasibility of Aquifer Storage and Recovery (ASR) at Buckman Wells 10-13. The PLAN will comprise a technical evaluation of the hydrogeologic framework, water rights, permitting, water quality and utilization of existing infrastructure to maximize water supply, environmental benefit and water system resiliency.

## BACKGROUND AND SUMMARY

PSA #19-0645 was competively bid via an RFP process for City of Santa Fe Water (CoSFW) to obtain specialized technical hydrogeologic services. First, Amendment #5 will enable CoSFW to address time-critical dam safety requirements to enable to Nichols Dam reconstruction efforts to remain on track and provide real-time monitoring of the stability of the earthen dam face during the outlet conduit repairs. Inclinometer installation work includes project management, OSE permitting, drilling through the dam embankment to bedrock, installing a casing, providing instrumentation and data logging with field calibration and testing of the SENSOR. The cost to complete this work is bid at $65,344.44 plus GRT. Second, Amendment #5 will provide CoSFW the ability to develop a PLAN for ASR at BWF 10-13 as part of its 40- and 80-year water planning efforts through the Santa Fe Water 2100 process and will be completed in accordance with Resolutions 2019-56 and Resolution #$_{2017\text{-}18}$(ASR Resolution #). The cost to complete the PLAN is $23,193.13 plus GRT.

## ACTION REQUESTED

Staff requests approval of Amendment #5 to PSA with JSAI for specialized technical hydrogeological services to support dam safety requirements as part of the Nichols outlet conduit repair efforts and to

support an ASR evaluation at BWF 10-13 as part of Santa Fe Water 2100 planning efforts. Staff requests approval of the Budget Increase (BAR) to complete these 2 task order for a total of $88,536.57, plus GRT from the Water Enterprise Cash Balance to the CIP Engineering fund for FY 20/21. Funding will be available under Obj / Org 5050395.572960 with approval of attached BAR.

| | |
|---|---|
| Log # *{Finance use only}*: | |
| Batch # *{Finance use only}*: | |

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

| DEPARTMENT / DIVISION NAME | DATE |
|---|---|
| PUD/Water/ | 3/3/2021 |

| ITEM DESCRIPTION | ORG | OBJECT | PROJECT | INCREASE | DECREASE |
|---|---|---|---|---|---|
| EXPENDITURES | | | | *{enter as positive #}* | *{enter as negative #}* |
| Water CIP WIP Design | 5050385 | 572960 | WTR1950508 | 93,683 | |
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| | | | | | |
| REVENUES | | | | *{enter as negative #}* | *{enter as positive #}* |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | $ 93,683 | $ - |

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

Budget Increase from Cash Balance in Water Enterprise Fund for contract amendment #5 with JSAI for 1. Installation of an inclinometer sensor (SENSOR) to monitor the stability of the sloped earthen dam that form Nichols Reservoir. Development of a Conceptual Work Plan (PLAN) and Feasibility of Aquifer Storage and Recovery (ASR) at Buckman Wells 10-13.

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

| Fund(s) Affected | Fund Balance Increase/(Decrease) |
|---|---|
| 505 | (93,683) |
| | |
| | |
| | |
| **TOTAL:** | **(93,683)** |

Maya Martinez 3/3/2021
Prepared By *{print name}* Date

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

AJH
AJH (Mar 9, 2021 09:12 MST)
Budget Officer Date

**CITY COUNCIL APPROVAL**

*City Council Approval Date*

*Agenda Item #:*

Shannon Jones
Division Director Signature *{optional}* Date

Finance Director *{≤ $5,000}* Date

Department Director Signature Date

City Manager *{≤ $60,000}* Date

**CITY OF SANTA FE**
**AMENDMENT No. 5 TO**
**PROFESSIONAL SERVICES AGREEMENT**
**#17-0520; 18-0751, 19-0118, 19-0645, 20-0384**

AMENDMENT No. 5 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 14, 2017 the "Agreement"), between the City of Santa Fe (the "City") and John Shomaker & Associates, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

**RECITALS**

A. Under the terms of the Agreement #17-0520, Contractor has agreed to provide Professional Services for the City of Santa Fe.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES

The Contractor shall provide professional services for the City as outlined in Exhibit “E” attached hereto.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total eighty eight thousand five hundred thirty six dollars and fifty-seven cents ($88,536.57) plus applicable gross receipts tax, as outlined in Exhibit “E” attached hereto, so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services

rendered, a sum not to exceed one million one hundred seventy thousand three hundred seventy dollars and fifty seven cents ($1,170,370.57) plus applicable gross receipts taxes, in total for the term of the Agreement.

3. AGREEMENT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 5 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

Date:_____

CONTRACTOR: JSAI

Steve T. Finch, Jr., CPG, PG
NAME & TITLE

Date: 3/4/2021

CRS #:02-058266008
Business Registration #: 225084

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC, CITY CLERK

APPROVED AS TO FORM:

Marcos Martinez
Marcos Martinez (Mar 4, 2021 08:00 MST)

_____
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY MCCOY, FINANCE DIRECTOR

5050395.510320 AL
Business Unit/Line Item AL

February 24, 2021

William H. Schneider
Santa Fe Water Division
City of Santa Fe
801 W. San Mateo Rd
Santa Fe, New Mexico 87505 whschneider@santafenm.gov

**RE: Proposed FY2020 Hydrogeologic Services Contract Amendment, Contract # 19-0645, Munis Contract # 3200871, P.O. #22100907**

Dear Bill:

As requested by the City of Santa Fe Water Division, John Shomaker & Associates, Inc. (JSAI) has prepared this proposed contract Amendment for the referenced hydrogeologic services contract for Fiscal Year 2020 (FY2020). FY2020 begins July 1, 2020 and ends June 30, 2021.

The JSAI Hydrogeological Services Contract is specifically for the following service:

- Hydrology
- Hydrogeology
- Permit compliance
- Management requirements

The proposed Amendment relates to additional items for the Water Division within the existing purview of Hydrogeologic Services Contract # 19-0645, Munis Contract # 3200871. The proposed Amendment includes the following items:

Task A – Subcontract Drilling Contractor and equipment provider for installation of inclinometer in Nichols Reservoir Dam. Work proposed for Amendment Task A includes subcontracting the drilling contractor and instrumentation provider, and management of subcontractor. The drilling contractor is to drill one 100 ft hole into Nichols Dam and install 1-inch diameter tube cemented in place. The equipment provider will install the inclinometer equipment. JSAI will develop a work plan and solicited drilling bids from qualified drilling contractors requesting unit pricing. A cost estimated has already been provided by the equipment provider BDI (see attached). Total cost to complete Task A is provided in the table below.

| Item | cost |
|---|---|
| JSAI subcontract management | $2,680.00 |
| Drilling subcontractor | $7,336.00 |
| Instrumentation subcontractor | $45,812.58 |
| Carrying Charge (10%) | $5,314.86 |
| JSAI Field Services/reporting | $4,200.00 |
| SUB-TOTAL | $65,343.44 |
| NMGRT | $5,145.80 |
| TOTAL | $70,489.24 |

JSAI will track the subcontractor unit costs, to ensure the City of Santa Fe will only be invoiced for subcontractor work performed.

Task B – Assist the Water Division with developing the Buckman Well 10-13 Aquifer Storage and Recovery concept. This task includes the following:

1. The BW10-13 ASR concept will include a brief summary of 1) the source(s) of water used for the project, 2) potential size of project (e.g. quantity of water), 3) proposed recharge method(s), 4) proposed recharge locations, and 5) primary recovery well(s). The concept will also outline land access and permitting requirements.
2. Perform groundwater flow model analysis of the ASR Concept. One dimension vadose zone model will be used for estimating recharge to groundwater. The NMOSE administrative model will be used to evaluate recharge and recovery effects.
3. Prepare a report that outlines the BW10-13 ASR Concept and feasibility

Work under Task B is proposed to be time and materials with a not to exceed of $23,193.13.

**Cost Estimate**

The total estimated cost for contract Amendment is **$93,682.37** (includes New Mexico Gross Receipts Tax. JSAI will provide monthly updates with invoiced time and materials incurred for this amendment.

Sincerely,

JOHN SHOMAKER & ASSOCIATES, INC.



Steven T. Finch, Jr., CPG, PG
V.P., Principal Hydrogeologist-Geochemist

STF:sf

# ENVIRO-DRILL, INC. — AUTHORIZATION FOR DRILLING SERVICES

CLIENT NO. 14036
CLIENT JOHN SHOMAKER & ASSOCIATES
2611 BROADBENT PKWY, NE
ALBUQUERQUE, NM 87107

PROPOSAL / JOB NO. 2381PH086
CONTRACT REPRESENTATIVE STEVE FINCH
DATE & TIME TO BE ON SITE TBA
OSHA SAFETY LEVEL C

TELEPHONE 505-345-3407
EMAIL SFINCH@SHOMAKER.COM
ESTIMATED WORK DAYS 1

PROJECT NICHOLS DAM
LOCATION SANTA FE, NM

**SCOPE OF WORK**
ENVIRO-DRILL, INC. (EDI) WILL FURNISH THE MATERIAL & LABOR NECESSARY TO PERFORM THE FOLLOWING SERVICES

☒ GEOTECHNICAL ☐ ENVIRONMENTAL ☒ TIME & MATERIALS ☒ PER FOOT RATES ☐ LUMP SUM ☐ LABOR

☒ VERTICAL ☐ ANGLE ☒ HOLLOW STEM ☐ ODEX ☐ ROTARY: AIR / MUD ☐ CORE ☐ OTHER:
☐ MONITOR WELL ☐ VAPOR ☐ PIEZOMETER ☐ EXPLORATION ☐ WELL ABANDON ☐ PUSH RIG ☒ RIG TYPE: CME 75

NO. HOLES: 1 DEPTHS: 100' INSTALL INCLINOMETER NO. HOLES: DEPTHS:
NO. HOLES: DEPTHS: NO. HOLES: DEPTHS:

**SAMPLE:** ☒ STANDARD SPLIT-SPOON ☒ RING ☐ MODIFIED CALIFORNIA ☐ CONTINUOUS ☐ BULLNOSE ☐ PERCOLATION / INFILTRATION ☐ HYDROPUNCH
**SAMPLE INTERVAL:** ☒ CLIENT DIRECTION **SLEEVES:** ☐ CLIENT ☐ EDI **SIZE:**

**BACKFILL:** ☐ CUTTINGS ☒ GROUT ☐ BENTONITE **CAP OFF WITH:** ☐ ASPHALT ☐ CEMENT **CUTTINGS:** ☒ GROUND ☐ DRUM

**DECONTAMINATION SERVICES** **BEFORE / AFTER PROJECT:** ☐ YES ☒ NO **DECONTAMINATE ON SITE:** ☐ YES ☐ NO **FLUIDS:** ☐ DRUM ☐ LEAVE ON GROUND

**CLIENT AGREES TO PROVIDE:**
• ALL UTILITY CLEARANCES, BOTH PUBLIC & PRIVATE, LISTING ENVIRO-DRILL, INC. AS EXCAVATOR. LOCATOR(S) SERVICE & REFERENCE NUMBER LISTED.

**LOCATOR** **ORDER NO.**
**LOCATOR** **ORDER NO.**
• HEALTH & SAFETY PLAN • ACCESS & EGRESS TO SITE(S) LOCATION & SITE(S) ACCESSIBLE TO CONVENTIONAL DRIVE, TRUCK-MOUNTED RIGS.

**ADDITIONAL INFORMATION:** PRICES GOOD FOR 90 DAYS AFTER WHICH A REVIEW WILL BE REQUIRED.

**FEES & CHARGES**
FEES FOR SERVICES WILL BE **(A)** LUMP SUM OF: **(B)** IN ACCORDANCE WITH FEE SCHEDULE BELOW WITH AN ESTIMATE OF: $7336
PAYMENT FOR SERVICES WILL BE PAID: ☐ IN ADVANCE ☐ UPON RECEIPT OF INVOICE ☒ AGREEMENT / TERMS

**RENTALS & EXPENDABLES ARE INVOICED AT EDI COST PLUS 25%, F.O.B. JOB SITE. JOB SUPPLIES PURCHASED & NOT USED WILL BE RETURNED TO VENDOR & CLIENT WILL BE INVOICED FOR VENDOR'S RESTOCKING CHARGE PLUS 25%. ALL/ANY TAXES ARE THE RESPONSIBILITY OF THE CLIENT UNLESS OTHERWISE STATED.**

| PAY CODE | DESCRIPTION | QUANTITY | UNIT RATE | AMOUNT |
|---|---|---|---|---|
| | MOBE | 1 | 750 | 750 |
| | DRILLING OPERATIONS - PER FOOT | 100 | 25 | 2500 |
| | WELL SUPPLIES - PER FOOT | 100 | 20 | 2000 |
| | ANNULAR SEAL - PER FOOT | 100 | 8 | 800 |
| | DEMOBE | 1 | 750 | 750 |
| | STANDBY - PER HOUR | - | 175 | - |

**AGREEMENT**

THE STANDARD TERMS AND CONDITIONS SET FORTH ON THE REVERSE OF THIS FORM ARE AN INTEGRAL PART OF THIS CONTRACTUAL AGREEMENT. THE STANDARD TERMS AND CONDITIONS LIMIT THE LIABILITY OF ENVIRO-DRILL, INC. (EDI) TO CLIENT. TOGETHER WITH THE FOREGOING SCOPE OF WORK AND THE RELATED FEES AND CHARGES, THE STANDARD TERMS AND CONDITIONS COMPRISE THE ENTIRE AGREEMENT (THE AGREEMENT) BETWEEN CLIENT AND EDI WITH RESPECT TO THE SCOPE OF WORK.

IN THE EVENT A WRITTEN MASTER AGREEMENT, SIGNED BY BOTH CLIENT AND EDI, IS PRESENTLY IN EFFECT THAT BY ITS TERMS IS INTENDED TO GOVERN THE SCOPE OF WORK DESCRIBED ABOVE, THEN THE TERMS AND CONDITIONS OF SUCH AGREEMENT SHALL CONTROL IF IN CONFLICT WITH THE STANDARD TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS FORM.

RODNEY HAMMER — ENVIRO-DRILL, INC. PROJECT MANAGER
02-24-21 — DATE

THE UNDERSIGNED, ACTING AS A DULY AUTHORIZED REPRESENTATIVE OF CLIENT, HAS REVIEWED THE ABOVE SCOPE OF WORK AND RELATED FEES AND CHARGES AND ALL OTHER PARTS OF THE AGREEMENT, AND HEREBY ACCEPTS THE AGREEMENT AND AUTHORIZES EDI TO PROCEED.

CLIENT

BY (SIGNATURE) — DATE

PRINT NAME — TITLE

CLIENT JOB NO. / PURCHASE ORDER NO. / WORK ORDER NO.


© 06/27/14 WTI,Inc.

# STANDARD TERMS AND CONDITIONS

The Agreement between Enviro-Drill, Inc. ("EDI") and Client shall include and be subject to EDI's Proposal and these Standard Terms and Conditions. The terms of the Agreement shall prevail over any different or additional terms contained in any document to which EDI's work relates. EDI's commencement of work shall constitute Client's acceptance of the Agreement.

**1. SERVICES**

**1.1** EDI agrees to render such services requested in writing by Client that are stated in the Scope of Services or similar written agreement. EDI shall have no responsibility to perform services beyond such requests, and none shall be imputed or implied.

**1.2** The services rendered by EDI are for the benefit of Client alone and relate only to conditions observed at specified locations at the time EDI's work is performed. There are no intended third-party beneficiaries to this Agreement, and nothing herein shall create a contractual relationship with or claim or cause of action in favor of a third party against EDI.

**2. PAYMENT**

**2.1** EDI will invoice Client monthly for services performed. Client shall pay such invoices upon receipt without deduction for retention or offset. **Failure to pay within 60 days of invoice shall operate to release EDI from any and all claims that Client may have; Client further shall have no right to use or rely on any report prepared by EDI, and shall return all such reporting to EDI.** Furthermore, EDI shall have the right to immediately terminate and cease performance of all services then being performed for Client on any contract and project until all amounts owed are received by EDI. Interest shall accrue on the unpaid balance of any invoice not paid in full within 30 days at the rate of 1.5% per month. Collection agency fees, attorneys' fees, and associated costs that are incurred by EDI to collect past-due invoices (including post-judgment fees and costs) shall be payable by Client.

**2.2** Unless otherwise stated, estimates of fees are only estimates and shall not be regarded as "lump sum" or "fixed price" or "guaranteed maximum" compensation. Client remains obligated to pay EDI's invoices for actual work performed, whether or not the fee estimate is exceeded. For work requested by Client that is additional to or outside the written Scope of Services and/or written service request, Client shall sign such documentation requesting such work or services and process and pay EDI's invoices.

**2.3** Delays resulting from factors beyond the reasonable control of EDI shall extend the completion time for the scope of work commensurately. Client shall pay EDI for services performed to the delay commencement time plus delay charges. Delay charges shall include personnel and equipment rescheduling and/or reassignment adjustments and all other related costs directly and/or indirectly attributable to such delays.

**3. STANDARD OF CARE**

**The services referred to herein will be performed in accordance with the general standard of care practiced locally by providers of such services, and relate only to the conditions observed or samples tested at the time and place reported. EDI makes and intends no other warranty or representation, express or implied.**

**4. WATER IN BOREHOLES**

EDI will make reasonable efforts to advance auger boreholes without putting water in the holes, but reserves the right to add water at the operator's discretion.

**5. PERMITTING**

EDI will not start any drilling operation on any project that requires permits unless a valid permit is in the possession of the drill operator.

**6. SAFETY**

Work will be performed only under safe conditions. Client shall be charged a reasonable fee for safety or security measures required by unsafe job conditions.

**7. HAZARDOUS MATERIALS AND OTHER SITE CONDITIONS**

EDI does not create, generate, arrange for or transport, dispose, own, or store hazardous materials or operate any such facility in the performance of its work. Client shall maintain possession of and be responsible for the removal and disposal of all hazardous materials including, but not limited to samples, drilling mud, fluids and cuttings, decontamination and well development fluids, and used protective gear and equipment. Client assumes full responsibility for compliance with the provisions of RCRA and any other federal or state statute or regulation governing the handling, treatment, or storage and disposal of hazardous wastes and pollutants. Client shall be solely responsible for notifying all appropriate agencies and prospective buyers of the existence of any hazardous or dangerous materials located on or in the project site, or discovered during the performance of the Agreement, as may be required or advised by such agencies and buyers.

**8. INDEMNITY AND INSURANCE**

Client agrees to indemnify, defend, and hold harmless EDI against, from, and regarding all liabilities, damages, injuries (to any person or property, including air or ground pollution or environmental impairment arising out of or in any way connected with or related to EDI's services), losses, fees (including experts' fees and attorneys' fees in defending such matters and in enforcing the terms of this paragraph), costs, and expenses, including but not limited to delay of the project, reduction of property value, fear of or actual exposure to or release of toxic or hazardous substances, and any consequential damages of any kind, arising out of, occasioned by, or in any way connected with the acts, inaction, conduct, fault, negligence and/or ownership of Client or any other person or entity. Client shall be adequately insured. Client and its insurers jointly and severally waive subrogation against EDI and its insurers.

**9. ASSUMPTION OF RISK**

Client acknowledges that, while necessary for investigations, commonly used exploration methods such as drilling borings or excavating trenches involve an inherent risk that the exploration method may cause cross-contamination to the aquifer or an uncontaminated aquifer. While backfilling with grout or other accepted practices are intended to provide a seal between aquifers, Client accepts that such a seal may be imperfect and that there is an inherent risk of contamination or cross-contamination that arises from drilling borings, excavating trenches or implementing other methods of exploration on a site where Hazardous Materials are known or suspected to exist. Client assumes all risks of the foregoing.

**10. UTILITIES**

When performing its work, EDI will take reasonable precautions to avoid damage or injury to subterranean structures or utilities. However, Client shall indemnify, hold EDI harmless and defend EDI for and against any damages to such structures and utilities which are not called to EDI's attention and correctly shown on the plans furnished to EDI in connection with its services. It is the obligation of Client to contact appropriate utility companies and/or private utility locators for information regarding buried utilities, mark such utilities and take other reasonable precautions to prevent damage or injury.

**11. OWNERSHIP; DOCUMENTS AND DATA**

All work papers (including reports, borehole logs, field notes, laboratory notes, laboratory test data, calculations and other documents prepared by EDI), copies of Client documents, electronic data files and other work product generated by or for EDI in connection with the Scope of Work are the property of EDI and are for the exclusive use of EDI and at EDI's sole and absolute discretion may be destroyed at any time during or after completion of the work. Client's right to use the information provided by EDI is expressly conditioned upon Client's prompt payment to EDI of all sums due under the Agreement. Because data stored on electronic media can deteriorate or be modified without EDI's knowledge or control, Client assumes all responsibility for the completeness, correctness, and/or readability of electronic data. Client will indemnify, defend, and hold EDI harmless of and from the use of and any reliance upon any part of said electronic data and/or anything generated from them. Notwithstanding the foregoing, the controlling document regarding any document prepared by EDI shall remain and always be the signed hard-copy paper document, and not any electronic form or format of such document. Client shall not assign this Agreement, any of EDI's reporting or work product, or any legal or equitable claim involving EDI, without the express written consent of EDI. Any purported assignment without the express written consent of EDI shall be null and void.

**12. LIMITATIONS OF LIABILITY**

**NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, EDI'S TOTAL AGGREGATE LIABILITY TO ANY PERSON OR ENTITY, INCLUDING CLIENT, ARISING OUT OF THE WORK DONE BY EDI UNDER THIS AGREEMENT SHALL BE STRICTLY LIMITED TO THE GREATER OF $50,000 OR THE FEE CHARGED FOR EDI'S SERVICES HEREUNDER.** EDI shall not be liable for loss of profit, delay, or for any special, incidental, indirect, or consequential damages of any kind, nature or description, from any cause whatsoever. No action or claim of any kind whatsoever, whether in law or equity, may be brought against EDI regarding any work performed by EDI, more than two years after the cessation of EDI's work. No officer, director, principal, employee, or agent of EDI shall ever be personally sued, joined, liable, or responsible regarding any claim whatsoever in any manner arising from this Agreement. **ALL SUCH ACTIONS ARE ABSOLUTELY BARRED AND CLIENT ABSOLUTELY AND IRREVOCABLY RELEASES SUCH INDIVIDUALS FROM ALL ACTIONS, CLAIMS, LIABILITIES, AND RESPONSIBILITY.**

**13. CONTAMINATED EQUIPMENT AND CONSUMABLES**

Any of EDI's equipment that becomes contaminated by Hazardous Materials encountered at work must be decontaminated and contaminated consumables must be disposed of properly. Client agrees to pay EDI for its costs associated with decontamination of equipment and disposal and replacement of contaminated consumables. For purposes of this Agreement, any equipment that cannot be decontaminated shall be considered a consumable.

**14. SECURITY INTEREST**

Client hereby grants EDI a security interest in the materials and equipment furnished by EDI to secure payment of any and all monies due pursuant to this Agreement, and agrees that EDI has all remedies provided by law in the event of Client's default on payment. Client agrees that all materials, pumps and equipment used by EDI in completing the work shall remain the personal property of EDI and do not become fixtures until payment in full is received by EDI.

**15. FEES AND COSTS**

In the event of any claim or litigation arising out of the work, including the Agreement, the prevailing party shall be entitled to an award of its attorneys' fees, consultants' fees, and costs.


© 06/27/14 WTI, Inc.

February 4, 2021

Justin Stoeber, P.E.
Senior Dams Engineer
AECOM
7595 Technology Way, Suite 200
Denver, Colorado 80237
+1 (720) 453-0080

SUBJECT: Nichols Dam- Proposal for In-Place Inclinometer Installation and Commissioning

Mr. Stoeber,

BDI is pleased to work with AECOM and their Client for Geotechnical Instrumentation support on the Nichols Dam near Santa Fe, NM. This work will include the installation and commissioning of an inclinometer and automated data collection system for a remotely positioned installation. Data is expected to be transmitted to an existing data acquisition system. The Proposed budget and breakdown are presented on Page 4.

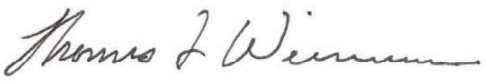
BDI is well suited for this support as we have extensive experience with specification design, instrument selection, instrumentation installation and commissioning for Geotechnical applications on Dams, Tunnels, Excavations and Mining. BDI has extensive experience with the design of self-powered data communication systems for stand-alone operation in both urban and rural environments. The power for the systems is designed around a solar powered system connected to a battery that provides constant power to remote systems. Communication will be made using a standard cell modem to transmit data to an existing data acquisition system, base station, or website. This system is anticipated to be a one-instrument automation, if additional instruments are on-site that require integration for automation, the system can be reconfigured to add these instruments. All system hardware, power and communication is included in the proposed budget cost.

Based on the requirements and importance of the structure, BDI would recommend the use of a Shape Accelerometer Array (SAA) string. This type of inclinometer provides deformation profiles at 2-ft elevation spacing (similar spacing as manual profile readings. These reading will be automated and can capture deformation profiles as frequently as every five minutes.

The undersigned, Mr. Weinmann who will lead this effort has over 40 years' experience is this area of expertise for both geotechnical and structural instrumentation/monitoring projects.

If you have any questions regarding this proposal, please call any time at 847.910.3785. I appreciate the opportunity to provide you with this bid and look forward to a positive response.

Sincerely,



Thomas Weinmann
VP – Testing, Monitoring & Engineering
M: 847.910.3785
tomw@bditest.com

Copy:

S. Aschermann

210201-CO

# SCOPE OF WORK

## PROCUREMENT AND INSTALLATION OF IN-PLACE INCLINOMETER

BDI will work with the Owner to finalize plans for procurement, installation, and commissioning of a vertical Shape Accelerometer Array (SAA) string on the crest of the Nichols Dam. The full site system installation will look similar to what is shown in Figure 1 below.




Figure 1 - Remote IPI Installation

Full system is shown in Figure 1:

- Solar panel for battery charging
- Antenna for cellular modem
- Nema enclosure for system components
    - Data logger
    - SAA interface
    - Modem
    - Battery
    - Solar controller
    - Surge/lightening protection
    - Steel pole
    - 3 x 3-ft concrete pad
    - 8" diameter flush mount road box in concrete pad (not shown)

This Scope of Work will include:

+ Develop and provide submittal for all hardware components and specifications for approval.
+ Develop and provide submittal for installation procedures and recommended grout mix for approval.
+ Procure all materials including;
    - All SAA components
    - Casing for SAA
    - Nema enclosure, logger, modem, antenna hardware for the SAA
    - Remote power (batteries and solar) for remotely placed SAA
+ Pre-field preparation for System Build-out and Factory Acceptance Testing
+ Schedule installation with Owner and Driller. Pre-ship all materials to Driller or Site.
+ Provide detailed installation instructions to Driller for review
+ After borehole has advanced to full-depth, BDI will be onsite for 1" casing installation (Day 1)
+ SAA installation and initial testing. Setting of mounting pole (Day 2)
+ Mount Nema enclosure and Solar panel and test for remote communication (Days 3 and 4)
+ (Off-site) Provide data support (40 hours) to setup data plots in an Excel spreadsheet format.

## Assumptions

BDI made the following assumptions in order to develop this proposal:

- Checking for Utilities before drilling will be responsibility of others.
- BDI will not be responsible for site delays from encounters with unexpected soil conditions or Drilling equipment malfunctions. Additional time on-site (beyond 4-days) will be invoiced at $2,000/day inclusive of expenses.
- Long-term data hosting on a password protected website is not included in this work scope but can be provided as an option at Owner's request.

## Required Field Support

It will be assumed that the Owner, or a subcontractor hired directly by the Owner, will arrange for, or otherwise provide the following items for completing the field scope of work outlined above:

- Safe Access to installation site
- Driller and drilling materials.
- Assistance with moving SAA reel (4-ft x 4-ft x 1-ft, 50 lbs) from storage to installation area
- Two saw-horses or similar 3-ft high support for SAA reel
- 3 x 3-ft x 8" Concrete pad, 8" surface road box and 3" x 8-ft galvanized steel pole will be provided by others.

## BDI Safety Program

BDI takes safety very seriously and develops a Job Hazard Analysis (JHA) for each field mobilization. This JHA is used as the basis of the safety overview that is held to discuss each structure individually before BDI's team mobilizes to the site. Any additional safety concerns are added during this meeting. Finally, a 'toolbox briefing' is held prior to beginning work each day. All of these documents can be provided for the specific project prior to mobilization upon request. In addition, BDI engages the services of a safety consultant to routinely review and update its safety program. This consultant is on 24-hour-on-call so that BDI field employees can discuss any unanticipated hazards and rectify an unsafe working environment.

BDI field personnel have the following safety training credentials:

- OSHA 10-Hour Hazard Awareness
- OSHA 30-Hour Construction Emphasis
- USACE 385-1 and BOR Regulations
- Fall Protection Awareness
- OSHA Scaffold Competent Person
- Hand & Power Tool Safety
- Aerial Work Platform Operator Safety Awareness
- Traffic Safety Awareness
- Confined Space Entry
- First Aid/CPR
- Breathing Apparatus Fit & Pulmonary Testing
- Various Railroad awareness and safety programs (exact programs can be provided upon request)
- Mechanical System Lockout/Tagout
- SPRAT Ropes Access Training

## INSURANCE

BDI carries the following insurance:

- General Liability
- Professional Liability
- Worker's Compensation
- Automobile

BDI can issue an ACORD certificate specifying coverage levels upon request. Please allow five working days for response. If additional specialized insurance or bonds are required beyond the levels currently carried by BDI, any premiums and expenses associated with obtaining such coverage shall be added to final invoice.

## BDI BUSINESS PRACTICES AND POLICIES

BDI is a small business per SBA guidelines and is also registered as a government contractor under our CAGE Code 1GYL8 (DUNS 557400785). BDI understands the importance of business systems with respect to their impact on project performance, therefore we have made efforts to ensure that they have been built and are maintained against the high standards of the federal government. We chose to model our accounting system against the rules and regulations of the Department of Defense as their standards are the most comprehensive. By having our accounting and timekeeping in compliance with DoD standards, we are also compliant with the FAR part 31 and AASHTO guidelines. Therefore, we can assure all our customers the confidence that BDI's procedures for accruing and allocating project expenses are of the highest standards.

In addition, BDI has placed great importance on implementing solid policies and procedures for other aspects of our organization and its business systems. In following the perspective we took with our accounting system, BDI has put into place policies and procedures that are compliant with federal regulations. Again, we can assure all our customers the confidence that BDI performs our projects with the highest technical and business integrity.

## BUDGET

Below is a proposed budget breakdown for completing the scope of work described above. A full itemized equipment and software breakdown can be found after the budget notes. Please contact BDI to request further breakdowns or additional information.

**Executive Summary**

| Description of Task | Fee |
|---|---|
| Project Submittals, Management, and Admin Fee | $2,340.19 |
| Purchased Equipment Fee (Ref Quote: 210201TLW-1M.pdf) | $22,920.00 |
| Pre-Field and Preparation Work | $2,495.09 |
| Phase I- Installation Direct Travel & Mobilization Fee | $3,701.18 |
| Phase I- Installation Instrumentation Fee | $360.00 |
| Phase I- Installation Field Work Fee | $6,328.95 |
| Phase I - 1st Year Data Support Fee | $7,435.96 |
| Phase I Taxes on Directs | $231.21 |
| **Total Project Fee =** | **$45,812.58** |

# City of Santa Fe

## Real Estate Summary of Contracts, Agreements, Amendments & Leases

**Section to be completed by department**

1. Munis Contract # **3200871**

Contractor: **John Shomaker and Associates**

Description: **Hydrology, Water Resources.**

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ☉

Term Start Date: **6/14/17** Term End Date: **6/30/18**

☑ Approved by Council Date: **6/14/17**

**Contract / Lease: Hydrology Water Resources**

Amendment # **5** to the Original Contract / Lease # **17-0520**

Increase/(Decrease) Amount $ **88536.57 plus nmgrt**

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

☑ Approved by Council Date: **pending**

**Amendment is for: Increase comp and scope through**

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

**Contract #17-0520 $296,477**
**#1 #18-0751 $296,47**
**#2 #19-0118 $65,825**
**#3 # 19-0645 $272,001**
**#4 #20-0384 $197,560.**

3. **Procurement History:** **17/26/P 1/5/17**

Fran Dunaway (Mar 24, 2021 13:20 MDT)

Purchasing Officer Review: Mar 24, 2021 Date:

Comment & Exceptions: final year of PSA-6/30/21 FY 21- A #5 increase compensation/must be completed 6/30/21

4. **Funding Source:** **Water Enterprise Fund CIP** **Org / Object:** **5050381.510300**

Alexis Lotero (Mar 24, 2021 12:23 MDT)

Budget Officer Approval: Mar 24, 2021 Date:

Comment & Exceptions:

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

Email: **mfmartinez@santafenm.gov**

**To be recorded by City Clerk:**

Clerk #

Date of Execution:

# CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: John Shomaker and Associates (JSAI)

Procurement Title: Amendment No. 5 to Professional Services Agreement (PSA) 19-0645 with JSAI

Procurement Method: State Price Agreement ☐ *Cooperative* ☐ *Sole Source* ☐ *Other*

*Exempt* ☐ *Request For Proposal* (RFP) **X** *Invitation To Bid (ITB)* ☐ *Contract under 60K* ☐ *Contract over 60K* ☐

Department Requesting PUD Staff Name Bill Schneider

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

**REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING***

| YES | N/A | |
|---|---|---|
| x | ☐ | Approved Procurement Checklist (by Purchasing) |
| x | ☐ | Memo addressed to City Manager (under 60K) Committees/City Council (over 60K) |
| ☐ | ☐ | State Price Agreement |
| x | ☐ | RFP |
| ☐ | ☐ | Evaluation Committee Report |
| ☐ | ☐ | ITB |
| ☐ | ☐ | Bib Tab |
| ☐ | ☐ | Quotes (3 valid current quotes) |
| ☐ | ☐ | Cooperative Agreement |
| ☐ | ☐ | Sole Source Request and Determination Form |
| ☐ | ☐ | Contractors Exempt Letter |
| ☐ | ☐ | Purchasing Officers approval for exempt procurement |
| x | ☐ | BAR |
| ☐ | ☐ | FIR |
| x | ☐ | Executed Contract, Agreement or Amendment |
| x | ☐ | Current Business Registration and CRS numbers on contract or agreement |
| ☐ | ☐ | Summary of Contracts and Agreements form |
| x | ☐ | Certificate of Insurance |
| ☐ | ☐ | All documentation presented to Committees |
| ☐ | ☐ | Other: _____ |

william H Schneider, P.G.
william H Schneider, P.G. (Mar 8, 2021 13:36 MST) William H Schneider P.G. Water Resources Coordinator 3.1.21

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

Fran Duraway
Fran Duraway (Mar 24, 2021 13:20 MDT)

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

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

*

JOHNSHO-02 DONISCHUK

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/15/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|---|---|
| PRODUCER License # 0757776<br>HUB International Insurance Services (SOW)<br>6565 Americas Parkway<br>Suite 720<br>Albuquerque, NM 87110 | CONTACT NAME: Andrew Foraker<br>PHONE (A/C, No, Ext):<br>FAX (A/C, No):<br>E-MAIL ADDRESS: andrew.foraker@hubinternational.com |
| INSURED<br>John Shomaker & Associates Inc<br>2611 Broadbent Prkwy NE<br>Albuquerque, NM 87107 | INSURER(S) AFFORDING COVERAGE — NAIC #<br>INSURER A : Continental Casualty Company — 20443<br>INSURER B : The Continental Insurance Company — 35289<br>INSURER C :<br>INSURER D :<br>INSURER E :<br>INSURER F : |

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

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [X] PRO-JECT [ ] LOC<br>[ ] OTHER: | X | | 4034680389 | 8/1/2020 | 8/1/2021 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 300,000<br>$ 10,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| B | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY | | | 4034680425 | 8/1/2020 | 8/1/2021 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| A | X UMBRELLA LIAB [X] OCCUR<br>EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [X] RETENTION $ 10,000 | | | 4034680473 | 8/1/2020 | 8/1/2021 | EACH OCCURRENCE<br>AGGREGATE | $ 3,000,000<br>$ 3,000,000 |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ]<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | 6011635475 | 8/11/2020 | 8/11/2021 | X PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| A | E&O / Pollution | | | EEH288341818 | 1/7/2021 | 1/7/2022 | Occurrence/Aggregate | 3,000,000 |

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

SEE ATTACHED ACORD 101

**CERTIFICATE HOLDER**

City of Santa Fe
PO Box 909
Santa Fe, NM 87504-0909

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE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AGENCY CUSTOMER ID: JOHNSHO-02 DONISCHUK

LOC #: 1

# ADDITIONAL REMARKS SCHEDULE



| AGENCY | License # 0757776 | NAMED INSURED |
|---|---|---|
| HUB International Insurance Services (SOW) | | John Shomaker & Associates Inc<br>2611 Broadbent Prkwy NE<br>Albuquerque, NM 87107 |
| POLICY NUMBER | | |
| SEE PAGE 1 | | |
| CARRIER | NAIC CODE | EFFECTIVE DATE: SEE PAGE 1 |
| SEE PAGE 1 | SEE P 1 | |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
The policy includes a blanket additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.



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# JSAI #5

Final Audit Report 2021-03-09

| | |
|---|---|
| Created: | 2021-03-04 |
| By: | Maya Martinez (mfmartinez@ci.santa-fe.nm.us) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAENYCo7iWPq_Xa-eyl_MBcKtCZ6xXXsnc |

## "JSAI #5" History

Document created by Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
2021-03-04 - 6:23:23 PM GMT- IP address: 63.232.20.2

Document emailed to william H Schneider, P.G. (whschneider@santafenm.gov) for signature
2021-03-04 - 6:36:08 PM GMT

Email viewed by william H Schneider, P.G. (whschneider@santafenm.gov)
2021-03-08 - 8:32:59 PM GMT- IP address: 104.47.64.254

Document e-signed by william H Schneider, P.G. (whschneider@santafenm.gov)
Signature Date: 2021-03-08 - 8:36:10 PM GMT - Time Source: server- IP address: 205.170.183.242

Document emailed to Jesse Roach (jdroach@santafenm.gov) for signature
2021-03-08 - 8:36:14 PM GMT

Email viewed by Jesse Roach (jdroach@santafenm.gov)
2021-03-08 - 8:39:27 PM GMT- IP address: 104.47.64.254

Document e-signed by Jesse Roach (jdroach@santafenm.gov)
Signature Date: 2021-03-08 - 11:57:03 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Shannon Jones (swjones@santafenm.gov) for signature
2021-03-08 - 11:57:07 PM GMT

Email viewed by Shannon Jones (swjones@santafenm.gov)
2021-03-09 - 0:12:21 AM GMT- IP address: 174.28.63.106

Document e-signed by Shannon Jones (swjones@santafenm.gov)
Signature Date: 2021-03-09 - 0:13:13 AM GMT - Time Source: server- IP address: 174.28.63.106

Document emailed to AJH (ajhopkins@santafenm.gov) for signature
2021-03-09 - 0:13:16 AM GMT

Email viewed by AJH (ajhopkins@santafenm.gov)

2021-03-09 - 4:11:49 PM GMT- IP address: 104.47.65.254

Document e-signed by AJH (ajhopkins@santafenm.gov)

Signature Date: 2021-03-09 - 4:12:33 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.

2021-03-09 - 4:12:33 PM GMT

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

# BUSINESS REGISTRATION

**Business Name:** JOHN SHOMAKER & ASSOCIATES, INC.
DBA: JOHN SHOMAKER & ASSOC, INC.

**Business Location:** 2611 BROADBENT PKWY NE
ALBUQUERQUE, NM 87107

**CRS Number:** 02-058266-00-8

**Owner:** John Shomaker

**License Number:** 225084

**License Type:** Business License - Renewable

**Issued Date:** December 15, 2020

**Classification:** Out of Jurisdiction Contractor - Specialty

**Expiration Date:** December 15, 2021

**Fees Paid:** $10.00

JOHN SHOMAKER & ASSOCIATES, INC.
2611 BROADBENT NE
ABLUQUERQUE, NM 87107

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

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

**TO BE POSTED IN A CONSPICUOUS PLACE**

ITEM # 17-0520

CITY OF SANTA FE

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe (the "City") and John Shomaker & Associates, Inc. (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City and the Contractor, whichever occurs last.

1. SCOPE OF SERVICES

The Contractor shall provide professional services for the City as outlined in Exhibit "A" attached hereto.

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that it possesses the experience and knowledge necessary to perform the services described under this Agreement.

B. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

3. COMPENSATION

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed two hundred seventy three thousand seven hundred twenty four dollars ($273,724.00), plus applicable gross receipts taxes.

B. The Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums paid under this Agreement.

C. Payment shall be made upon receipt and approval by the City of

detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed and accepted by the City.

4. APPROPRIATIONS

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

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the City and terminate on June 30, 2018, unless sooner pursuant to Article 6 below. . This Agreement may be extended for three (3) additional twelve (12) month periods, not to exceed four (4) years by the written agreement of the parties amending this Agreement.

6. TERMINATION

A. This Agreement may be terminated by the City upon 30 days written notice to the Contractor.

(1) The Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the City original copies of all work product, research or papers prepared under this Agreement.

(2) If compensation is not based upon hourly rates for services rendered, the City shall pay the Contractor for the reasonable value of services

satisfactorily performed through the date Contractor receives notice of such termination, and for which compensation has not already been paid.

(3) If compensation is based upon hourly rates and expenses, the Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

7. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

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

B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by Contractor in the performance of the services under this Agreement.

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

8. CONFIDENTIALITY

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

9. CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

10. ASSIGNMENT; SUBCONTRACTING

The Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the City. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City.

11. RELEASE

The Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City to any obligation not assumed herein by the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. INSURANCE

A. The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form

and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

B. Contractor shall also obtain and maintain Workers' Compensation insurance, required by law, to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the City with evidence of its compliance with such requirement.

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

13. INDEMNIFICATION

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

14. NEW MEXICO TORT CLAIMS ACT

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

15. THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

16. RECORDS AND AUDIT

The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the

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

18. AMENDMENT

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

19. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

20. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

21. SEVERABILITY

In case any one or more of the provisions contained in this Agreement or

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

22. NOTICES

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

City of Santa Fe:
Water Division Director
801 W. San Mateo
Santa Fe, NM 87504

Contractor:
Steven T. Finch Jr.
John Shomaker & Associates, Inc.
2611 Broadbent Pkdwy NE
Albuquerque, NM 87107

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF SANTA FE:

JAVIER M. GONZALES, MAYOR

DATE: 6/19/17

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
@ mtg 6/19/17

APPROVED AS TO FORM:

5/23
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

ADAM JOHNSON, FINANCE DIRECTOR

CONTRACTOR:

V.P.
NAME & TITLE Steven T. Finch Jr.

DATE: June 16, 2017

CRS #:02-058266008
Business Registration #:17-00129246

52300; 510300; 510310; 510340
Business Unit Line Item

**Exhibit A**

**Scope of Work for John Shomaker and Associates, Inc.**

**Work Plan 1: Buckman Well Field OSE Permit Compliance Support**

The City of Santa Fe (City) is obligated to comply with monitoring and reporting requirements for operating water supply wells under the Buckman Well Field permits. *Buckman Well Field Water-Level Monitoring Program Response to Condition of Approval No. 5, Permit No. RG-20516-S-10 thru RG-20516-S-13, City of Santa Fe,* adopted by all parties and the District Court in 2007, this biennial report summarizes production and water-level data in the City of Santa Fe's Buckman Well Field, documents water-level data and trends for BMP wells, provides 10-year and 40-year drawdown projections for wells in the Buckman Well Field Monitoring Program area, and addresses Permit Conditions 6 and 7, which address whether wells of other ownership may go dry as a result of pumping Buckman Wells 10 through 13 (BW10-13) under permit RG-20516-S-10 through RG-20516-S-13.

**Task 1. Water Level Monitoring and Reporting**
Contractor will provide an operation and maintenance plan for the Buckman Well Field. Continue with required data collection.

**Task 2. Pumping Impacts and Analyses (Depletion Calculations)**
Contractor will work with the New Mexico Office of the State Engineer (NMOSE) based upon the review comments of the last Buckman Well Field Monitoring Program biennial report.

**Work Plan 2: Northwest Well & City Well Field NMOSE Permit Compliance Support**

The City will be obligated to comply with the monitoring and reporting requirements for operating water supply wells under the Northwest and City Well Field permit. Contractor will provide support for Northwest Well and City Well Field permit compliance through monitoring; developing databases; evaluating monitoring results; performing hydrogeologic analysis and interpretation of groundwater data and results; generating and interpreting groundwater-flow model results; preparing monitoring report(s) and communicating with NMOSE, on behalf of the City, as directed by the City.

**Task 1. Groundwater Monitoring and Reporting**
The purpose of the monitoring plan and reporting in accordance with the Northwest Well Groundwater Monitoring Plan is to collect data to evaluate possible water-level declines in the area of the Northwest Well and the City Well Field. The data may also be used to help improve the simulation of groundwater flow and pumping in the area, and to simulate groundwater pumping in the area to evaluate the causes of possible future water-level declines. The City anticipates the data analysis and reporting for this monitoring plan will emulate the Buckman Well Field Monitoring Program. Contractor will provide these services, as part of the monitoring plan and reporting.

Details of the monitoring plan and reporting are provided in Attachment 1: John Shomaker & Associates, Inc. Proposal in response to RFP #'17/26/P & Attachment 2: March 8, 2017 Meeting notes for Scope of Work and Budget for RFP #'17/26P. The scope of work does not include pump contractor services required for installing sounding tubes in private wells; however, the Contractor will develop a work plan for pump contractor services.

**Task 2. Pumping Impacts Analyses (Depletion Calculations)**
Also, emulating the Buckman Well Field Monitoring Program, the Contractor will provide annual evaluations of the hydrologic impacts caused by groundwater pumping on streamflows of the Rio Grande and key tributaries Rio Pojoaque-Nambe, Rio Tesuque, and La Cienega Springs shall be conducted. The analyses comprises the use of groundwater flow modeling using the OSE Administrative Model for the City of Santa Fe to predict the rate of streamflow depletions from each of the water supply wells (points of diversion) based on actual rates of pumping.
The Contractor evaluations will include a comparative analysis of the depletions for each river reach with the City's portfolio of surface water rights for the purpose of complying with permit requirements where the City needs to demonstrate that sufficient surface water rights are in place to offset pumping depletions.

## Work Plan 3: Santa Fe River Monitoring and Reporting

In 2016, the City initiated surface water monitoring on the Santa Fe River during the period of 'Living River' reservoir bypass flows in May, June, and July. The monitoring report was completed to comply with the requirements within the Administrative Procedures for the Santa Fe River Target Flow Ordinance and monitored streamflows at 7 stations. The monitoring further provided data to evaluate rates of targeted river flows during the annual bypass of flows below Nichols Reservoir, estimated river seepage to the underlying aquifer system, and quantified an overall water budget. The monitoring report concluded that additional monitoring was necessary to improve the understanding of groundwater and surface water interactions along the Santa Fe River as required by Ordinance 2012-10.

The Contractor will perform Santa Fe River monitoring and reporting in compliance with the requirements within the Administrative Procedures for the Santa Fe River Target Flow Ordinance and according to the recommendations of the 2016 Santa Fe River Monitoring Report.

**Task 1. Automation of surface water gaging stations**
Re-establish the automated measurement of streamflow at the existing staff gages below Nichols Reservoir and at St. Francis Drive at 15-minute intervals. The streamflow measurement requirement within the Administrative Procedures for the Santa Fe River Target Flow Ordinance will be fulfilled by installing pressure transducers at these staff gage locations and using the updated rating curves.

**Task 2. Monitoring of Living River bypass flows**

The Contractor will conduct five additional seepage runs during Living River bypass flows in 2017. These seepage runs would include measurement stations below Nichols Reservoir, at The Nature Conservancy's diversion gate, downstream of the return flow of Cerro Gordo, adjacent to Camino Pequeño upstream of Acequia Madre, below Acequia Madre (upstream of Patrick Smith Park), above St. Francis Drive (near the Boys & Girls Club), and at Ricardo Road, at a minimum, and would document the end-of-flow point. This will allow the City to update rating curves for the gages below Nichols Reservoir and at St. Francis Drive, update the seepage rate dataset, and update the relationship between flow below Nichols Reservoir and the end-of-flow point. These seepage run events should be accompanied by measurements of shallow water levels from monitoring wells MW-1, A, & B by the Contractor.

**Task 3. Santa Fe River Seepage Loss Study**

During the seepage runs, the Contractor will also measure streamflow at up to four newly-established stations between Nichols Reservoir and Cerro Gordo Road to study seepage losses and water budget in this reach, and compare seepage losses associated with flow through The Nature Conservancy's river restoration diversion route versus the 'bypass channel' of the Santa Fe River. In addition, the study needs to establish a seepage rate for losses from the 'bypass channel', which may contribute recharge to the lower elevation Two-mile pond. Field reconnaissance will be performed by the Contractor, in coordination with City staff, to identify the new measurement stations between Nichols Reservoir and Cerro Gordo Road and identify any seeps & springs along the reach of the…

**Task 4. Monitoring of the diversions and an assessment along the upper Santa Fe River.**

The Contractor will monitor the following points of interest, to include 1) Acequia Cerro Gordo, 2) Acequia Madre (upper), 3) Two-mile pond exit flume, and 4) The Nature Conservancy's diversion head gate. Each of these Santa Fe River diversions are currently not quantified; therefore, the goal for the Contractor will be to develop a method for monitoring diversions, instrument diversions, collect diversion data and assessing the data for year 2017. This task includes the purchase of data logger/transducers with supporting accessories and the necessary materials needed for installation, see Attachment 3: April 5, 2017 Meeting notes for Scope of Work and Budget the Upper Santa Fe River Diversion Monitoring & Assessment. Finally, the Contractor will prepare report of the findings, and provide recommendations for permanent diversion monitoring equipment.

**Task 5. Santa Fe River Monitoring Report**

Contractor will update the Santa Fe River Monitoring Report for 2017 and will include recommendations for enhancements to the monitoring program including monitoring methodologies and frequencies and use of new monitoring technologies where appropriate. Included in the update shall be identification of Santa Fe River target flows, aka 'Living River' flows, versus Acequia irrigation

delivery flows versus stormwater flows that have occurred in the Santa Fe River channel below Nichols Reservoir, especially during precipitation events in the spring and during the 'monsoon' season.

**Task 6. Work Plan Schedule & Budget**
The Contractor will provide a work plan, including a description of the field monitoring program, data analysis and reporting, along with a proposed schedule and budget.

## Work Plan 4: Return Flow / Discharge Credit Plan

The City is seeking to develop a return flow/discharge credit strategy for its ongoing discharges from the Paseo Real Wastewater Treatment Plant to the Santa Fe River. The City is interested in utilizing a portion of these return flows as a means to offset La Cienega depletions caused by the diversion of groundwater for municipal supply under Buckman Well Field Permits RG-20516- et al. The Return Flow Plan will be integrated with the City's conjunctive water management strategy which includes San Juan Chama and Santa Fe River surface water sources, Buckman and City Well Field groundwater sources, indirect potable reuse, and conservation to maximize use of available water resources while providing operational flexibility and water supply reliability.

The Contractor will develop a work plan providing a technical approach to utilize existing geohydrologic data and any supplemental field data collected as determined necessary to address data gaps and complete this plan which will include developing an integrated site conceptual model that describes the surface and groundwater interactions, seepage rates and recharge of underlying aquifer system from Santa Fe River releases, and an overall water budget of the hydrologic system including: diversions; seepage losses; evapotranspiration effects and other analyses necessary to satisfy OSE requirements, so that the return flows satisfy the City's groundwater pumping offset requirements. The plan should comply with OSE's Policy on discharge credits (Return Flow - #4-2009) and other relevant regulatory policy documents.

**Task 1. Confirm Availability of Treated Effluent For Return Flow or Discharge Credits**
The purpose of this task is to quantify the amount of treated effluent that can be committed for return flow or discharge credits. The Contractor will prepare a draft technical memorandum detailing recommendations and present the results to City Staff for feedback. The proposed quantity of treated effluent allocated for the plan will be integrated with the City's water management strategy.

**Task 2. Determine Annual Quantity of Discharge Credit Requested**
The NMOSE recommends that the City prepare a conservative estimate of the maximum annual discharge credit requested based on full amount of pumping for 100 years. The Contractor will quantify the La Cienega offset requirements for the Buckman Well Field and other potential future pumping using the administrative model.

**Task 3. Prepare Project Map**
The NMOSE requires a project map detailing points of diversion requiring discharge credits, the reach where discharge credits will occur, monitoring points used for quantifying recharge, and reaches of the stream flor which offset is proposed. The Contractor will prepare a project map that will be incorporated into a plan to be submitted to NMOSE.

**Task 4. Description of Discharge and Quantification Method**
The Contractor will develop a metering plan for discharge quantification as required by the NMOSE. A sound approach may be to perform metering at a 15-minute interval for one year in order to refine the quantification of percent streamflow infiltrated and overall water balance. Discharge credits for subsequent years can then be based on the metered discharge multiplied by a conservative factor derived from the one-year "test" dataset.

**Task 5. Hydrologic analysis to demonstrate that discharge water will offset stream depletions due to applicant's pumping Quantification of Discharge Credit Capacity**
The Contractor will provide a hydrologic analysis report that will include an integrated site conceptual model describing the surface and groundwater interactions, seepage rates and recharge of underlying aquifer system from discharges, and an overall water budget to satisfy NMOSE requirements for demonstrating discharge credits.

**Task 6. Notice of Intent to Discharge**
NMOSE requires proof of a permit from the NMED for discharges to groundwater. This should already be covered under DP-289. However, the permit may need to be modified for discharges to stream segments other than the lower Santa Fe River. If discharge plan permit modification is required, the Contractor will provide recommendations for proposed modifications.

**Task 7. Submit Plan to NMOSE**
Results from Tasks 1 through 6 will be compiled into a draft plan for the City to review. The Contractor will present the results of the plan to the NMOSE Hydrology Bureau and Water Rights Division. Comments from the NMOSE will be addressed and the final plan will be submitted to the NMOSE for review and consideration.

## Work Plan 5: Depletion Management Strategy and Water Rights Acquisition Plan

Offset Acquisition Targets – In order to comply with the City of Santa Fe's groundwater well permits from the New Mexico Office of the State Engineer (OSE), the City is required to provide "offsets" in the form of surface water rights from five different administrative basins: 1) Middle Rio Grande, 2) Upper Rio Grande, 3) La Cienega, 4) Nambe-Pojoaque, and 5) Tesuque, although the vast majority are located in the Middle Rio Grande. When the City pumps groundwater from any of the wells having offset requirements, the OSE utilizes an administrative groundwater model to determine the impacts of that pumping in each impacted administrative basin and determines the

quantity and duration of the impacts from a given year's groundwater pumping. The acquisition of offsets is a difficult and expensive process for the City and the purpose of this work plan will be to ease that burden by the Contractor determining offset acquisition targets based on projected pumping and acceptable rates of groundwater decline. These targets will be specific quantities of water rights for each administrative basin based on acceptable rates of pumping and groundwater decline from the Buckman Well Field, City Well Field, Northwest Well, and potential future alternate points of diversion for optimizing the City Well Field.

**Task 1. Evaluating the City's existing water rights portfolio**
The Contractor will evaluate the City's existing water rights portfolio in the Water Bank database to understand all details for each existing water right permit. As part of this task, the Contractor will prepare a map showing the location of all permits in the Water Bank database.

**Task 2. Evaluation of Offset Requirements**
The Contractor will work with the City to develop a series of model runs for the evaluation of offset requirements. The Contractor proposes a maximum of 20 model run scenarios, which will include serval iterations to evaluate the Northwest well settlement conditions of approval. The Contractor will perform the administrative model runs required to compare past, current and future (projected) pumping schedules to determine the optimal strategy for surface water right acquisitions to satisfy offset requirements. Results will be presented in a technical memorandum with graphs, maps, and summary tables.

**Task 3. Evaluation of Offset Potential**
The offset potential varies, and depends if the water right is for diversion of surface water or groundwater, and the proof of beneficial use. Offsets from surface water rights may be limited by the consumptive use rather than the diversion quantity, and offsets from groundwater rights will be subject to proximity to the stream system and administrative model results. The Contractor will evaluate the offset potential for each water right considering the above factors.

**Task 4. Develop Recommended Strategy**
The results from tasks 1 through 4 will be used to develop a recommended strategy for the City to implement strategic water rights purchases in the 5 stream systems. The strategy will also include results from Work plan 4 (discharge credit plan). The Contractor will present draft recommendations to obtain feedback from the City, and then prepare a summary report.

## Work Plan 6: Potential Water Right Purchase Evaluations

The Contractor will provide written evaluations of water rights under consideration originating either as City purchases or as privately owned water rights being transferred to the City of Santa Fe Water Bank. The scope and purpose of the evaluation is to determine the legitimacy of the right and the amount likely to be approved for transfer by the New Mexico Office of the State Engineer. Water rights under consideration as City purchases shall be paid directly by the City of Santa Fe and the bid should be identified

as a per-unit estimate for each evaluation and a total cost based on providing five such assessments per year. In addition, evaluations will be required for privately owned water rights being proposed for transfer into the City's Water Bank. The cost of these evaluations is borne by the applicant and will be paid directly from that entity. Evaluations by the Contractor of private water rights are not expected to occur more frequently than ten times per calendar year.

**Task 1. Evaluation methods**
The purpose of the evaluation is to determine the legitimacy of the right and the amount likely to be approved for transfer by the NMOSE. The Contractor will complete a review of water rights documents to determine risks of transfer, such as permit status and potential proof of beneficial use; determine the value of the potential water right transfer to the City; and calculate potential use for the City as offsets or diversions.

**Task 2. Written Evaluation**
The Contractor will provide written evaluations of water rights under consideration originating either as City purchases or as privately owned water rights being transferred to the City of Santa Fe Water Bank. The written evaluation will include a summary of the water right consider and the results of the evaluation. If appropriate, the Contractor will provide other innovative recommendations to consider, such as alternative use of water right, transfer conditions for privately owned water right such as use of proposed development open space for Aquifer Storage & Recovery.

## Work Plan 7: Stream Design Flows for Water Quality Standards

The New Mexico Environment Department (NMED) Surface Water Quality Bureau certifies permits for the National Pollutant Discharge Elimination System (NPDES), which is administered by the U.S. Environmental Protection Agency under the Clean Water Act of 1972. The NMED methodologies utilize streamflow data for NPDES permitting and establishment of TMDL's for both point and nonpoint pollutant sources. The Contractor will develop the low-flow frequency, streamflow estimates for the Santa Fe River in the vicinity of the wastewater treatment plant to support ongoing effort to determine the assimilation capacities of receiving water and to use as the minimum discharge at which the New Mexico water-quality standards are applied. These low flow stream flow data will be used to evaluate NMEDs standards based on the 4Q3 - Minimum flow over 4 consecutive days once in 3-years and 7-day, 10-year minimum flow (7Q10) conditions for establishing critical site-specific low flow development needed to evaluate total maximum daily loads (TDMLs). The Contractor will work closely with the City, the City's engineering consultants, and NMED in achieving these work plan goals.

**Task 1. Initial Field Reconnaissance of Lower Santa Fe River**
The Contractor will perform an initial field reconnaissance of the Santa Fe River for the reach(s) of concern. The purpose will be to identify access for monitoring locations and field condition of monitoring locations. For efficiency, the work

could be performed concurrently with Work plan 3. Results of the field work will be used to develop the monitoring design.

**Task 2. Development of Monitoring Design**
The Contractor will provide a monitoring design that will delineate the locations, frequency, and types of streamflow monitoring needed to support alternative regulatory low flow calculations for the NPDES permit. The monitoring design will also include methods for data collection that are consistent with NMED requirements. The Contractor will present draft results of the monitoring design to the City and NMED for feedback. The Contractor will provide a final report that can be submitted to NMED.

**Task 3. Technical Support with Modification of Water Quality Standards**
The Contractor will work with the City, the City's engineering consultants, and NMED and provide technical support with permitting strategy for modification of existing water quality standards.

In summary, the Contractor shall submit brief work plan(s), expanding detail on the work plans listed above, describing its approach to satisfy the work plan objectives and subsequent tasks, along with a schedule to indicate how the work will be accomplished. These brief work plan(s) should be prepared such that it can be incorporated with only minor modifications. The Contractor will be expected to conduct monthly progress review meetings to go over progress of the work plan(s), in addition to those tasks needed to complete the professional services agreement scope of work.

**Attachment 1:** John Shomaker & Associates, Inc. Proposal for RFP #'17/26/P
**Attachment 2:** JSAI March 8, 2017 Meeting Notes for RFP #'17/26/P Proposal
**Attachment 3:** JSAI April 5, 2017 Revised Scope of Work & Budget for Task 4 of Santa Fe Monitoring & Reporting.

*Budget for one-year project (FY 2017-18)*

| | |
|---|---|
| **Work Plan 1: Santa Fe River Monitoring & Reporting** | $ 40,354 |
| **Work Plan 2: Northwest Well & City Well Field NMOSE Permit Compliance Support** | $ 35,074 |
| **Work Plan 3: Santa Fe River Monitoring and Reporting** | $ 33,566 |
| **Addition of Task 4** | $ 31,000 |
| **Work Plan 4: Return Flow / Discharge Credit Plan** | $ 26,070 |
| **Work Plan 5: Depletion Management Strategy and Water Rights Acquisition Plan** | $ 48,290 |
| **Work Plan 6: Potential Water Right Purchase Evaluations** | $ 26,023 |
| **Work Plan 7: Stream Design Flows for Water Quality Standards** | $ 33,347 |
| TOTAL | $ 273,724 |
| GRT Cost (8.3125%) | $ 22,753 |
| GRAND TOTAL | $ 296,477 |

ITEM # 18-0751

**CITY OF SANTA FE**
**AMENDMENT No. 1 TO**
**PROFESSIONAL SERVICES AGREEMENT**
**ITEM#17-0520**

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 14, 2017 (the "Agreement"), between the City of Santa Fe (the "City") and John Shomaker & Associates, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

**RECITALS**

A. Under the terms of the City of Santa Fe Agreement #17-0520, Contractor has agreed to provide professional services for the City of Santa Fe.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of two hundred seventy three seventy hundred twenty four dollars ($273,724) plus applicable gross receipts tax so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the contractor in full payment for services rendered, a sum not to exceed five hundred forty seven thousand four hundred forty eight dollars ($547,448), plus gross receipts tax, in total for the term of this Agreement.

2. TERM.

Article 5 of the Agreement is amended to extend the term of the Agreement, so that Article 5 reads in its entirety as follows:

This Agreement shall terminate on June 30, 2019 unless terminated pursuant to Paragraph 6, infra.

3. AGREEMENT IN FULL FORCE.

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

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

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: 7/5/18

CONTRACTOR:

NAME & TITLE Steve Finch, V.P.

DATE: 7/12/18

CRS # 02-05826008
City of Santa Fe Business
Registration # 18-00129246

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
CC mtg. 6/27/18

APPROVED AS TO FORM:

5/7
CITY ATTORNEY

APPROVED:

7-3
FINANCE DIRECTOR

52300.510300
Business Unit/Line

ITEM # 19.0118

**CITY OF SANTA FE**
**AMENDMENT No. 2 TO**
**PROFESSIONAL SERVICES AGREEMENT**
**ITEM#17-0520**

AMENDMENT No. 2 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 14, 2017 (the "Agreement"), between the City of Santa Fe (the "City") and John Shomaker & Associates, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

**RECITALS**

A. Under the terms of the City of Santa Fe Agreement #17-0520, Contractor has agreed to provide professional services for the City of Santa Fe.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES:

Article 1 of the Agreement is amended to include the tasks as outlined in Exhibit "B" attached hereto and incorporated herein.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of sixty five thousand eight hundred twenty five dollars ($65,825) plus applicable gross receipts tax so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the contractor in full payment for services

rendered, a sum not to exceed six hundred thirteen thousand two hundred seventy three dollars ($613,273), plus gross receipts tax, in total for the term of this Agreement.

3. AGREEMENT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No.2 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: 3/5/19

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
CC Mtg. 2/27/2019

APPROVED AS TO FORM:

1/16
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

52300.510300
business Unit/Line

CONTRACTOR:
John Shomaker & Associates, Inc

NAME & TITLE Steve Finch, V.P.

DATE: March 8, 2019
CRS # 02-058266008
City of Santa Fe Business
Registration # 19-00129246

ITEM # 19-0645

**CITY OF SANTA FE**
**AMENDMENT No. 3 TO**
**PROFESSIONAL SERVICES AGREEMENT**
**ITEM#17-0520; 18-0751**

AMENDMENT No. 3 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 14, 2017 the "Agreement"), between the City of Santa Fe (the "City") and John Shomaker & Associates, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

**RECITALS**

A. Under the terms of the Agreement #17-0520, Contractor has agreed to provide Professional Services for the City of Santa Fe.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total two hundred seventy one thousand and one dollar ($271,001) plus applicable gross receipts tax, so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed eight hundred eighty four thousand two hundred seventy four dollars ($884,274.) plus applicable gross receipts taxes, in total for the term of the Agreement.

2. TERM.

Article 5 of the Agreement is amended to extend the term of the Agreement, so that Article 5 reads in its entirety as follows:

This Agreement shall terminate on June 30, 2020 unless terminated pursuant to Paragraph 6, infra.

3. AGREEMENT IN FULL FORCE.

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

*IN WITNESS WHEREOF, the parties have executed this Amendment No. 3 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.*

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: 8/2/19

CONTRACTOR:
JSAI

NAME & TITLE Steve Finch, V.P.

Date: April 25, 2019
CRS #:02-058266008
Business Registration #:19-00129246

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
cc mtg. - 7-31-19

APPROVED AS TO FORM:

4/22
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

(for M. McCoy) 06.02.19
MARY MCCOY, FINANCE DIRECTOR

52300/ 510300
Business Unit/Line Item

**CITY OF SANTA FE**
**AMENDMENT No. 4 TO**
**PROFESSIONAL SERVICES AGREEMENT**
**#17-0520; 18-0751, 19-0118, 19-0645**

AMENDMENT No. 4 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 14, 2017 the "Agreement"), between the City of Santa Fe (the "City") and John Shomaker & Associates, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

**RECITALS**

A. Under the terms of the Agreement #17-0520, Contractor has agreed to provide Professional Services for the City of Santa Fe.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES

The Contractor shall provide professional services for the City as outlined in Exhibit "C" attached hereto.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total one hundred ninety seven thousand five hundred sixty dollars ($197,560) plus applicable gross receipts tax, as outlined in Exhibit "D" attached hereto, so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed one million eighty one thousand eight hundred thirty four dollars ($1,081,834) plus applicable gross receipts taxes, in total for the term of the Agreement.

2. TERM.

Article 5 of the Agreement is amended to extend the term of the Agreement, so that Article 5 reads in its entirety as follows:

This Agreement shall terminate on June 30, 2021 unless terminated pursuant to Paragraph 6, infra.

3. AGREEMENT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 4 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: Aug 17, 2020

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

CC Mtg 07/29/2020

CITY ATTORNEY'S OFFICE GC

GC

Marcos Martinez

Marcos Martinez (Aug 26, 2020 13:33 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

5050381.510300

Business Unit/Line Item

CONTRACTOR:
JSAI

Steve Finch, V.P.
NAME & TITLE

Date: August 5, 2020
CRS #:02-058266008
Business Registration #: 225084

**Exhibit C FY2020-21**

**Scope of Work for John Shomaker and Associates, Inc.**

**Task 1: Buckman Well Field OSE Permit Compliance Support**

The City of Santa Fe (City) is obligated to comply with monitoring and reporting requirements for operating water supply wells under the Buckman Well Field permits. *Buckman Well Field Water-Level Monitoring Program Response to Condition of Approval No. 5, Permit No. RG-20516-S-10 thru RG-20516-S-13, City of Santa Fe,* adopted by all parties and the District Court in 2007, this biennial report summarizes production and water-level data in the City of Santa Fe's Buckman Well Field, documents water-level data and trends for BMP wells, provides 10-year and 40-year drawdown projections for wells in the Buckman Well Field Monitoring Program area, and addresses Permit Conditions 6 and 7, which address whether wells of other ownership may go dry as a result of pumping Buckman Wells 10 through 13 (BW10-13) under permit RG-20516-S-10 through RG-20516-S-13.

**SubTask A. Water Level Monitoring and Reporting**
Contractor will provide an operation and maintenance plan for the Buckman Well Field. Continue with required data collection.

**SubTask B. Buckman Well Field O&M plan**
Develop pumping schedule that best fits project demand and results from water level monitoring program. Evaluate replacement well options for Buckman Wells 1 through 9.

**SubTask C. Pumping Impacts and Analyses (Depletion Calculations)**
Contractor will work with the New Mexico Office of the State Engineer (NMOSE) based upon the review comments of the last Buckman Well Field Monitoring Program biennial report.

**Task 2: Northwest Well & City Well Field NMOSE Permit Compliance Support**

The City will be obligated to comply with the monitoring and reporting requirements for operating water supply wells under the Northwest and City Well Field permit. Contractor will provide support for Northwest Well and City Well Field permit compliance through monitoring; developing databases; evaluating monitoring results; performing hydrogeologic analysis and interpretation of groundwater data and results; generating and interpreting groundwater-flow model results; preparing monitoring report(s) and communicating with NMOSE, on behalf of the City, as directed by the City.

**SubTask A. Groundwater Monitoring and Reporting**
The purpose of the monitoring plan and reporting in accordance with the Northwest Well Groundwater Monitoring Plan is to collect data to evaluate possible water-level declines in the area of the Northwest Well and the City Well Field. The data may also be used to help improve the simulation of groundwater flow and pumping in the area, and to simulate groundwater pumping in the area to evaluate the causes of possible

future water-level declines. Contractor will provide these services, as part of the monitoring plan and reporting.

Details of the monitoring plan and reporting are provided in Attachment 1: John Shomaker & Associates, Inc. Proposal in response to **RFP** #'17/26/P & Attachment 2: March 8, 2017 Meeting notes for Scope of Work and Budget for **RFP** #'17/26P.

**SubTask B. Develop water-right permit compliance schedule**

Also, emulating the Buckman Well Field Monitoring Program, the Contractor will develop a water right permit compliance schedule for the City Well Field and Northwest Well conditions of approval. The compliance schedule will help the Water Division streamline requirements for all groundwater permits while maintaining the compliance schedule.

**SubTask C. Pumping Impacts Analyses (Depletion Calculations)**

Also, emulating the Buckman Well Field Monitoring Program, the Contractor will provide annual evaluations of the hydrologic impacts caused by groundwater pumping on streamflows of the Rio Grande and key tributaries Rio Pojoaque- Nambe, Rio Tesuque, and La Cienega Springs shall be conducted. The analyses comprises the use of groundwater flow modeling using the OSE Administrative Model for the City of Santa Fe to predict the rate of streamflow depletions from each of the water supply wells (points of diversion) based on actual rates of pumping.

The Contractor evaluations will include a comparative analysis of the depletions for each river reach with the City's portfolio of surface water rights for the purpose of complying with permit requirements where the City needs to demonstrate that sufficient surface water rights are in place to offset pumping depletions.

## Task 3: Santa Fe River Monitoring and Reporting

In 2016, the City initiated surface water monitoring on the Santa Fe River during the period of 'Living River' reservoir bypass flows in May, June, and July. The monitoring report was completed to comply with the requirements within the Administrative Procedures for the Santa Fe River Target Flow Ordinance and monitored streamflows at 7 stations. The monitoring further provided data to evaluate rates of targeted river flows during the annual bypass of flows below Nichols Reservoir, estimated river seepage to the underlying aquifer system, and quantified an overall water budget. The monitoring report concluded that additional monitoring was necessary to improve the understanding of groundwater and surface water interactions along the Santa Fe River as required by Ordinance 2012-10.

The Contractor will perform Santa Fe River monitoring and reporting in compliance with the requirements within the Administrative Procedures for the Santa Fe River Target Flow Ordinance and according to the recommendations of the 2018 Santa Fe River Monitoring Report.

**SubTask A. Maintain surface water gaging stations**

Maintain re-established automated measurement of streamflow at the existing staff gages below Nichols Reservoir and at St. Francis Drive. The streamflow measurement requirement within the Administrative Procedures for the Santa Fe

River Target Flow Ordinance will be fulfilled by maintaining pressure transducers at these staff gage locations and updating the rating curves as needed.

**SubTask B. Monitoring of Living River bypass flows**

The Contractor will conduct eight seepage runs during Living River bypass flows in 2020. These seepage runs would include measurement stations below Nichols Reservoir, at The Nature Conservancy's diversion gate, downstream of the return flow of Cerro Gordo, adjacent to Camino Pequeño upstream of Acequia Madre, below Acequia Madre (upstream of Patrick Smith Park), above St. Francis Drive (near the Boys & Girls Club), and at Ricardo Road, at a minimum, and would document the end-of-flow point. This will allow the City to update rating curves for the gages below Nichols Reservoir and at St. Francis Drive, update the seepage rate dataset, and update the relationship between flow below Nichols Reservoir and the end-of-flow point. These seepage run events should be accompanied by measurements of shallow water levels from the established monitoring network by the Contractor.

**SubTask C. Install gaging station on Santa Fe River below Cerro Gordo Rd**

The Contractor will install a newly-established gaging station below Cerro Gordo Road at the old Martinez Ditch headgate. Field reconnaissance will be performed by the Contractor, in coordination with City staff, to identify the new measurement station. The gaging station will include slight modification of the existing structure, installation of a stilling well with transducer, and development of rating curve.

**SubTask D. Monthly transducer downloads**

Contractor will download transducer data from the Living River monitoring network on a monthly basis, update the database and graphs, and provide summary of findings to Water Division.

**SubTask E. Summary report for Living River year**

Contractor will prepare a summary report of the Santa Fe River Monitoring results and will include recommendations for enhancements to the monitoring program including monitoring methodologies and frequencies and use of new monitoring technologies where appropriate. Included in the update shall be identification of Santa Fe River target flows, aka 'Living River' flows, versus Acequia irrigation delivery flows versus stormwater flows that have occurred in the Santa Fe River channel below Nichols Reservoir, especially during precipitation events in the spring and during the 'monsoon' season.

**Task 4: Return Flow / Discharge Credit / Reuse Evaluation**

The City is seeking to develop a return flow/discharge credit strategy for its ongoing discharges from the Paseo Real Wastewater Treatment Plant to the Santa Fe River. The City is interested in utilizing a portion of these return flows as a means to offset La Cienega depletions caused by the diversion of groundwater for municipal supply under Buckman Well Field Permits RG-20516- et al. The Return Flow Plan will be integrated with the City's conjunctive water management strategy which includes San Juan Chama and Santa Fe River surface water sources, Buckman and City Well Field groundwater sources, indirect potable

reuse, and conservation to maximize use of available water resources while providing operational flexibility and water supply reliability.

The Contractor will develop an updated work plan for providing a technical approach to utilize existing geohydrologic data and any supplemental field data collected as determined necessary to address data gaps and complete this plan which will include developing an integrated site conceptual model that describes the surface and groundwater interactions, seepage rates and recharge of underlying aquifer system from Santa Fe River releases, and an overall water budget of the hydrologic system including: diversions; seepage losses; evapotranspiration effects and other analyses necessary to satisfy OSE requirements, so that the return flows satisfy the City's groundwater pumping offset requirements. The plan should comply with OSE's Policy on discharge credits (Return Flow - #4-2009) and other relevant regulatory policy documents.

**SubTask A. Assist with Evaluation of Lower Santa Fe River flows to determine Availability of Treated Effluent for Return Flow or Discharge Credits**

The purpose of this task is to quantify the amount of treated effluent that can be committed for return flow or discharge credits. The Contractor will assist ongoing research quantifying and characterizing Lower Santa Fe River flows and water budgets. The results will be integrated with the City's water management strategy.

**SubTask B. Technical assistance with feasibility analysis of return flow options**

The Contractor will work with the Water Division with analysis of return flow options such as expanded reuse program, instream flows, water quality limitations of return flow uses, and depletion offset and exchange strategies.

**SubTask C. Prepare Maps to Assist with Plan Development**

The Contractor will assist with preparation of project maps that will be incorporated into a reuse plan.

**SubTask D. Develop Return Flow Quantification Method**

The Contractor will develop a water budget accounting and metering plan for discharge and return flow quantification. The Contractor will work with the Water Division with developing a data collection plan that would allow for development of the preferred return flow accounting method.

## Task 5: Depletion Management Strategy and Water Rights Acquisition Plan

Offset Acquisition Targets - In order to comply with the City of Santa Fe's groundwater well permits from the New Mexico Office of the State Engineer (OSE), the City is required to provide "offsets" in the form of surface water rights from five different administrative basins: 1) Middle Rio Grande, 2) Upper Rio Grande, 3) La Cienega, 4) Nambe-Pojoaque, and 5) Tesuque, although the vast majority are located in the Middle Rio Grande. When the City pumps groundwater from any of the wells having offset requirements, the OSE utilizes an administrative groundwater model to determine the impacts of that pumping in each impacted administrative basin and determines the quantity and duration of the impacts from a given year's groundwater pumping. The acquisition of offsets is a difficult and expensive

process for the City and the purpose of this work plan will be to ease that burden by the Contractor determining offset acquisition targets based on projected pumping and acceptable rates of groundwater decline. These targets will be specific quantities of water rights for each administrative basin based on acceptable rates of pumping and groundwater decline from the Buckman Well Field, City Well Field, Northwest Well, and potential future alternate points of diversion for optimizing the City Well Field.

**SubTask A. Evaluating the City's existing water rights portfolio**
The Contractor will evaluate the City's existing water rights portfolio in the Water Bank database to understand all details for each existing water right permit. As part of this task, the Contractor will prepare a map showing the location of all permits in the Water Bank database.

**SubTask B. Evaluation of Offset Requirements**
The Contractor will work with the City to develop a series of model runs for the evaluation of offset requirements. The Contractor proposes a maximum of 20 model run scenarios, which will include serval iterations to evaluate the Northwest well settlement conditions of approval. The Contractor will perform the administrative model runs required to compare past, current and future (projected) pumping schedules to determine the optimal strategy for surface water right acquisitions to satisfy offset requirements. Results will be presented in a technical memorandum with graphs, maps, and summary tables.

**SubTask C. Evaluation of Offset Potential**
The offset potential varies, and depends if the water right is for diversion of surface water or groundwater, and the proof of beneficial use. Offsets from surface water rights may be limited by the consumptive use rather than the diversion quantity, and offsets from groundwater rights will be subject to proximity to the stream system and administrative model results. The Contractor will evaluate the offset potential for each water right considering the above factors.

**SubTask D. Develop Recommended Strategy**
The results from tasks 1 through 4 will be used to develop a recommended strategy for the City to implement strategic water rights purchases in the 5 stream systems. The strategy will also include results from Work plan 4 (discharge credit plan). The Contractor will present draft recommendations to obtain feedback from the City, and then prepare a summary report.

**Task 6: Potential Water Right Purchase Evaluations**

The Contractor will provide written evaluations of water rights under consideration originating either as City purchases or as privately owned water rights being transferred to the City of Santa Fe Water Bank. The scope and purpose of the evaluation is to determine the legitimacy of the right and the amount likely to be approved for transfer by the New Mexico Office of the State Engineer. Water rights under consideration as City purchases shall be paid directly by the City of Santa Fe and the bid should be identified as a per-unit estimate for each evaluation and a total cost based on providing five such assessments per year. In addition, evaluations will be required for privately owned water rights being proposed for

transfer into the City's Water Bank. The cost of these evaluations is borne by the applicant and will be paid directly from that entity. Evaluations by the Contractor of private water rights are not expected to occur more frequently than ten times per calendar year.

**SubTask A. Evaluation methods**

The purpose of the evaluation is to determine the legitimacy of the right and the amount likely to be approved for transfer by the NMOSE. The Contractor will complete a review of water rights documents to determine risks of transfer, such as permit status and potential proof of beneficial use; determine the value of the potential water right transfer to the City; and calculate potential use for the City as offsets or diversions.

**SubTask B. Written Evaluation**

The Contractor will provide written evaluations of water rights under consideration originating either as City purchases or as privately owned water rights being transferred to the City of Santa Fe Water Bank. The written evaluation will include a summary of the water right consider and the results of the evaluation. If appropriate, the Contractor will provide other innovative recommendations to consider, such as alternative use of water right, transfer conditions for privately owned water right such as use of proposed development open space for Aquifer Storage & Recovery.

**Task 7: Wellhead Protection and Water Quality Issues**

The City Well Field is surrounded by historical legacy groundwater contamination sites. The Contractor will assist the City with implementing the wellhead protection groundwater monitoring program and evaluation of groundwater contamination sites as information becomes available. The Contractor will work closely with the City, the City's engineering consultants, and NMED in achieving these work plan goals.

**SubTask A. Analysis of Contamination Sites**

The Contractor will perform analysis of monitoring and cleanup reports for contaminations sites within the City Limits. Results of the field work will be used to develop the monitoring design.

**SubTask B. Implementation of Monitoring Design**

The Contractor will provide an updated monitoring design that will delineate the locations, frequency, and types of monitoring needed to support wellhead protection. The Contractor will collect water level and water quality data, where accessible to assist with implementation of the wellhead protection program. The Contractor will provide a final report that can be submitted to NMED.

In summary, the Contractor shall submit brief work plan(s), expanding detail on the work plans listed above, describing its approach to satisfy the work plan objectives and subsequent tasks, along with a schedule to indicate how the work will be accomplished. These brief work plan(s) should be prepared such that it can be incorporated with only minor modifications. The Contractor will be expected to conduct monthly progress review meetings to go over progress of the work plan(s), in addition to those tasks needed to complete the professional services agreement scope of work.

**Attachment 1:** John Shomaker & Associates, Inc. Proposal for RFP #'17/26/P

*Included below, Budget for one-year project (FY 2020-21):*

# City of Santa Fe, New Mexico

# memo

**Date:** May 20, 2020

**To:** Public Utilities/Public Works Committee, Finance Committee and City Council

**Via:** Shannon Jones, Public Utilities Director SJ
Jesse Roach, Water Division Director JR

**From:** Bill Schneider, Water Resources Coordinator WHS

**RE:** Amendment No. 4 to Professional Services Agreement (PSA) with John Shomaker and Associates (JSAI) for $197,560 plus GRT to provide Hydrogeologic Services for Water Right Acquisitions, Permits, and Compliance

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**ITEM AND ISSUE**

**The City of Santa Fe's (City) Wa**ter Division (WD). The WD is requesting to amend the PSA with JSAI to provide continued hydrogeologic technical services to support required water rights, permitting, compliance and planning activities.

**BACKGROUND AND SUMMARY**

**The City's WD entered into** a PSA with JSAI for hydro services via competively bid request for proposal (RFP) for hydro **services (RFP '17/26/P) that was awarded as PSA #17**-0520. The City has utilized this contract to comply with City Chapter 25 Ordinance and New Mexico Office of the State Engineer (OSE) permit compliance requirements. The legal and regulatory requirements this contract supports is provided as Attachment A.

The WD utilizes the contract to work on the following:

- City Well Field permit and compliance monitoring and reporting
- Buckman Well Field permit and compliance monitoring reporting
- Santa Fe River monitoring for Santa Fe River releases for Living River and Acequia deliveries
- Hydrogeologic monitoring and accounting to support aquifer recharge management
- Hydro technical services to support return flow credit strategies **for City's San Juan Chama Project and** native Rio Grande and tributary water rights
- Dashboard development for Buckman Direct Diversion accounting
- Water rights acquisition due diligence support
- Water quality monitoring and wellhead protection
- Water Bank
- Aquifer management and sustainability
- Groundwater sampling, analysis and contaminant tracking

Upcoming FY20/21 technical hydro services anticipated to be completed under this Amendment No. 4 include all a**spects of the WD permit compliance requirements necessary to protect the City's wa**ter rights portfolio and assets. **A summary of the City's water rights activities are presented at** https://www.santafenm.gov/water_rights

**ACTION REQUESTED**

Staff requests approval of Amendment No. 4 to PSA #17-0520 with JSAI for hydro technical services to ensure the WD will meet all obligations for its Water Right Acquisitions, Permits, and Compliance. The request for funding of $213,117.85 excluding gross receipts tax (GRT) was budgeted as part of the FY2021 Water Division CIP Request and will be available in Business Unit/Line Item 5050381.510300.

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

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

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

2 Name of Contractor John Shomaker & Associates

3 Complete information requested ☑ Plus GRT ☐ Inclusive of GRT

Original Contract Amount: $296,477.00

Termination Date: June 30, 2018

☑ Approved by Council Date: June 14, 2017

☐ or by City Manager Date:

**Contract is for:** Hydrology

Amendment # 4 to the Original Contract# 17-0520

Increase/(Decrease) Amount $ $197,560.00

Extend Termination Date to: June 30, 2021

☑ Approved by Council Pending

☐ or by City Manager Date:

**Amendment is for:** Increase comp and Term for new FY

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

Amount $ 296,477.00 of original Contract# 17-0520 Termination Date: 6/30/2018
Reason: Original Contract

Amount $ 296,477.00 amendment 1 Termination Date: 6/30/2019
Reason: Extend term increase FY comp # 18-0751

Amount $ 65,825.00 amendment # 2 Termination Date: NA
Reason: Increase scope #19-0118

Amount $ 271,001.00 amendment # 3 Termination Date: 6/30/2020
Reason: Increase in compen for FY 1920 and extend term.

Amount $ 197,560.00 amendment # 4 Termination Date: 6/30/2020
Reason: Increase in compen for FY 20/21 and extend term.

Total of Original Contract plus all amendments: $ $1,127,340.00

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

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

RFP# 17/26/P Date: January 5, 2017

RFQ ☐ Date:

Sole Source ☐ Date:

Other

6 **Procurement History:** Year 4 of 4
example: (First year of 4 year contract)

**Purchasing Officer Review**

**Comments or Exceptions:**

7 **Funding Source:** Water CIP Fund **BU/Line Item:** 5050381.510300

Alexis Lotero
Alexis Lotero (Jun 29, 2023 14:08 MDT)

**Budget Officer Approval**

**Comments or Exceptions:**

8 **Any out-of-the ordinary or unusual issues or concerns:**
N/A
(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** Maya Martinez

Phone # 4271

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

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

**To be recorded by City Clerk:**

Contract #

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

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

**Comments:**

# CITY OF SANTA FE RFP PROCUREMENT CHECKLIST

Contractor Name: John Shomaker and Associates

Procurement Title: Hydrology

Solicitation RFP#: 17/28/P

Department Requesting/Staff Member PUD - William Schneider

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

**REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING***

| YES | N/A | |
|---|---|---|
| ☒ | ☐ | Approved Procurement Checklist (by Purchasing) |
| ☒ | ☐ | Departments Recommendation of Award Memo addressed to Finance |
| ☒ | ☐ | Tabulation Evaluation score sheet |
| ☐ | ☒ | BAR |
| ☐ | ☒ | FIR |
| ☒ | ☐ | Contract, Agreement or Amendment |
| ☒ | ☐ | Current Business Registration and CRS numbers on contract or agreement |
| ☒ | ☐ | Summary of Contracts and Agreements form |
| ☒ | ☐ | Certificate of Insurance |
| ☐ | ☐ | Other: _____ |

William Schneider, Water Resources
Department Rep Printed Name and Title

WH Schneider
WH Schneider (May 27, 2020 18:43 MDT)

Department Rep Signature attesting that all information included

Fran Dunaway
Fran Dunaway (Jun 29, 2020 14:50 MDT)

Purchasing Officer attesting that all information is reviewed

**REQUIRED DOCUMENTS FOR BID FILE***

| YES | N/A | |
|---|---|---|
| ☒ | ☐ | Final RFP Document |
| ☒ | ☐ | Copy of legal solicitation published in the newspaper, website, etc. |
| ☒ | ☐ | All addendums |
| ☐ | ☒ | Plan holders list |
| ☒ | ☐ | Copies of all RFP submittals |
| ☒ | ☐ | Complete evaluation score sheets |
| ☒ | ☐ | Non-Responsive/Non-Responsibility Form and correspondence or letters from Department to vendor regarding disqualifications |
| ☐ | ☒ | Oral presentations (sign-in sheets, presentation materials, etc.) |

*

| | | |
|---|---|---|
| ☐ | ☒ | Documentation sent to Proponents/Offerors and responses received regarding clarifications, decisions, negotiations, and/or best and final offers, etc. |
| ☐ | ☒ | Reference Reviews/Reference Check Questionnaires |
| ☐ | ☒ | Pricing evaluation |
| ☐ | ☒ | Final overall evaluation matrix or summary of evaluator scores |
| ☐ | ☐ | Other: _____ |

**AWARD***

| YES | N/A | |
|---|---|---|
| ☒ | ☐ | Fully executed Memo to Committees from the Department with recommendation of award |
| ☒ | ☐ | Winning proposal (this is a copy that has all confidential/proprietary information excluded) |
| ☒ | ☐ | Contract Award Notice |
| ☒ | ☐ | Email or notification sent to all Proponent(s)/Offerors that award was made |
| ☐ | ☒ | Waiver or "No Action Taken" from Procurement Office |
| ☐ | ☒ | If IFB and not awarded to lowest responsive, responsible bidder; written explanation |
| ☐ | ☐ | Other: _____ |

**DISCLOSURES***

| YES | N/A | |
|---|---|---|
| | | **Contractor Disclosures & Conflicts of Interest** |
| ☐ | ☒ | Disclosures & Conflicts of Interest Form(s) (winning proponent(s)/offeror(s)) |
| | | **Contractor –Conflicts of Interest** |
| ☐ | ☒ | Purchasing Office Letter or e-mail to designated individual regarding potential conflict |
| ☐ | ☒ | Conflict of Interest Form signed by all parties |
| ☐ | ☒ | Letter from Procurement Office regarding the potential conflict |
| | | **Subcontractor Disclosures** |
| ☐ | ☒ | Disclosures & Conflicts of Interest form of Subcontractor(s) |
| | | **Subcontractor –Conflicts of Interest** |
| ☐ | ☒ | Purchasing Officer Letter or email to designated individual regarding potential conflict |
| ☐ | ☒ | Conflict of Interest form signed by all parties |
| ☐ | ☒ | Letter from Legal Office regarding the potential conflict |
| ☐ | ☐ | Other: _____ |

**CONTRACT***

| YES | N/A | |
|---|---|---|
| ☒ | ☐ | Copy of Executed Contract |
| ☒ | ☐ | Copy of all documentation presented to the Committees |
| ☒ | ☐ | Finalized Council Committee Minutes |
| ☐ | ☐ | Other: _____ |

**MISCELLANEOUS FILE***

| YES | N/A | |
|---|---|---|
| ☐ | ☐ | Local Preference Form |
| ☐ | ☐ | New Mexico Residence Form |
| ☐ | ☐ | Veterans Exemption |
| ☐ | ☐ | Other: _____ |

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

*

**PROTEST (If applicable)***

| YES | N/A | |
|---|---|---|
| ☐ | ☒ | Documentation from protester filed with the Purchasing Office |
| ☐ | ☒ | Letter from Department to Purchasing Office Providing response to protest |
| ☐ | ☒ | Letter from Purchasing Officer to protester and Department on final outcome |
| ☐ | ☐ | Other: _____ |

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

| YES | N/A | |
|---|---|---|
| ☒ | ☐ | Original proposal (s) with no redactions |

William Schneider, Water Resources

Department Rep Printed Name and Title

Wil Schneider

Wil Schneider (May 27, 2020 18:43 MDT)

Department Rep Signature attesting that all information included

*

# City of Santa Fe
# FY20 Fiscal Impact Analysis (Non-Personnel Expenditures)

**General Information**

| | | | |
|---|---|---|---|
| Department Name: | public utilities | Department Name: | public utilities |
| Division Name: | water | Division Name: | water |

**Financial Information**

| | | | |
|---|---|---|---|
| Amount Requested: | $213,117.85 | Munis Fund Number: | 505 |
| Vendor Name: | John Shomaker and Associates (JSAI) | Munis Org Number: | 5050381 |
| Approved by Director? | Yes<br>Shannon Jones<br>Shannon Jones (May 28, 2020 07:35 MDT) | Munis Object Code: | 510300 |

**Expenditure Information**

1. Describe the purchase of goods/services. Is this one-time or recurring? Please explain why this is the lowest cost option for this expenditure.

The City's WD entered into a PSA with JSAI for hydro services via competively bid request for proposal (RFP) for hydro services (RFP '17/26/P) that was awarded as PSA #17-0520. The services are recurring and required to protect the City's water rights portfolio assets.

2. Please describe which legally required City service does this procurement support? Does this procurement provide support for compliance with City, State and Federal requirements? If yes, please explain.

The City has utilized this contract to comply with City Chapter 25 Ordinance and New Mexico Office of the State Engineer (OSE) permit compliance requirements. The legal and regulatory requirements this contract supports is provided as Attachment A.

3. Can these services be performed by City employees in your department or in other departments? If the answer is no, please explain.

The City staff support these hydro technical services efforts but the City does not own the monitoring equipment nor have the highly specialized expertise to self-perform these regulatory and legal requirement actions.

4. Would there be any adverse health, safety or economic implications if this expenditure was not approved? What impact will there be on the department and the City operations if this expenditure is not approved.

Yes. These services are necessary for the City to comply with its regulatory and legal requirements for its water rights portfolio permits. The City's water rights are assets worth several hundred million dollars and permit compliance must be achieved to protect these assets.

5. If this purchase is not approved with City funds, what are alternative funding sources for the proposed expenditure? Does this duplicate efforts being provided by other governmental, for profit or non-profit entities?

While the Water Division is seeking and utilizes several outside funding sources, the regulatory and legal obligations are funded through the water resources operating funds. Outside funding would not be permitted to be used towards these obligations.

| | | |
|---|---|---|
| [illegible]<br>[illegible] (Jun 29, 2020 14:50 MDT) | Alexis Lotero<br>Alexis Lotero (Jun 29, 2020 14:08 MDT) | |
| Procurement Office Signature | Budget Office Signature | Finance Director Signature |

# City of Santa Fe

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

## BUSINESS REGISTRATION

**Business Name:** JOHN SHOMAKER & ASSOCIATES, INC.
DBA: JOHN SHOMAKER & ASSOC, INC.

**Business Location:** SF COUNTY
SANTA FE, NM 87501

**CRS Number:** 02058266008

**Owner:** JOHN SHOMAKER

**License Number:** 225084

**License Type:** Business License - Renewable

**Issued Date:** February 07, 2020

**Classification:** Out of Jurisdiction Contractor - Specialty

**Expiration Date:** December 31, 2020

**Fees Paid:** $10.00

JOHN SHOMAKER & ASSOCIATES, INC.
2611 BROADBENT PKWY NE
ABLUQUERQUE, NM 87107

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

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

**TO BE POSTED IN A CONSPICUOUS PLACE**

JOHNSHO-02 AFORAKER

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/22/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER License # 0757776 | CONTACT NAME: | |
|---|---|---|
| HUB International Insurance Services (NMX)<br>7770 Jefferson Street NE<br>Suite 101<br>Albuquerque, NM 87109 | PHONE (A/C, No, Ext): (505) 828-4000 | FAX (A/C, No): (866) 487-3972 |
| | E-MAIL ADDRESS: | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A : Continental Casualty Company | 20443 |
| INSURED | INSURER B : The Continental Insurance Company | 35289 |
| John Shomaker & Associates Inc<br>2611 Broadbent Prkwy NE<br>Albuquerque, NM 87107 | INSURER C : | |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

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

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY PRO-JECT LOC<br>OTHER: | X | | 4034680389 | 8/1/2019 | 8/1/2020 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$<br>$ 10,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| B | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>OWNED AUTOS ONLY<br>SCHEDULED AUTOS<br>HIRED AUTOS ONLY<br>NON-OWNED AUTOS ONLY | | | 4034680425 | 8/1/2019 | 8/1/2020 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| A | X UMBRELLA LIAB X OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED RETENTION $ | | | 4034680473 | 8/1/2019 | 8/1/2020 | EACH OCCURRENCE<br>AGGREGATE | $ 3,000,000<br>$ 3,000,000 |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | 6011635475 | 8/11/2019 | 8/11/2020 | X PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| A | E&O / Pollution | | | EEH288341818 | 1/7/2020 | 1/7/2021 | Occurrence/Aggregate | 3,000,000 |

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

SEE ATTACHED ACORD 101

**CERTIFICATE HOLDER**

City of Santa Fe
PO Box 909
Santa Fe, NM 87504-0909

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE


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AGENCY CUSTOMER ID: JOHNSHO-02 AFORAKER

LOC #: 1

# ADDITIONAL REMARKS SCHEDULE



| AGENCY | License # 0757776 | NAMED INSURED |
|---|---|---|
| HUB International Insurance Services (NMX) | | John Shomaker & Associates Inc<br>2611 Broadbent Prkwy NE<br>Albuquerque, NM 87107 |
| POLICY NUMBER | | |
| SEE PAGE 1 | | |
| CARRIER | NAIC CODE | EFFECTIVE DATE: SEE PAGE 1 |
| SEE PAGE 1 | SEE P 1 | |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
The policy includes a blanket additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.



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# BLANKET ADDITIONAL INSURED
# AND
# LIABILITY EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM
BUSINESSOWNERS COMMON POLICY CONDITIONS

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## I. BLANKET ADDITIONAL INSURED PROVISIONS

### A. ADDITIONAL INSURED – BLANKET VENDORS

Who Is An Insured is amended to include as an additional insured any person or organization (referred to below as vendor) with whom you agreed under a "written contract" to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:
   a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
   b. Any express warranty unauthorized by you;
   c. Any physical or chemical change in the product made intentionally by the vendor;
   d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;



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e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(1) The exceptions contained in Subparagraphs **d.** or **f.**; or

(2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

3. This provision **2.** does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Policy.

4. This provision **2.** does not apply if "bodily injury" or "property damage" included within the "products-completed operations hazard" is excluded either by the provisions of the Policy or by endorsement.

**B. MISCELLANEOUS ADDITIONAL INSUREDS**

1. **Who Is An Insured** is amended to include as an insured any person or organization (called additional insured) described in paragraphs **3.a.** through **3.j.** below whom you are required to add as an additional insured on this policy under a "written contract.":

2. However, subject always to the terms and conditions of this policy, including the limits of insurance, we will not provide the additional insured with:

a. A higher limit of insurance than required by such "written contract";

b. Coverage broader than required by such "written contract" and in no event greater than that described by the applicable paragraph a. through k. below; or

c. Coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard." But this paragraph **c.** does not apply to the extent coverage for such liability is provided by paragraph **3.j.** below.

Any coverage granted by this endorsement shall apply only to the extent permitted by law.

3. Only the following persons or organizations can qualify as additional insureds under this endorsement:

a. **Controlling Interest**

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

(1) such person or organization's financial control of you; or

(2) Premises such person or organization owns, maintains or controls while you lease or occupy these premises;

provided that the coverage granted to such additional insureds does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.



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**b. Co-owner of Insured Premises**

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability for "bodily injury", "property damage" or "personal and advertising injury" as co-owner of such premises.

**c. Grantor of Franchise**

Any person or organization that has granted a franchise to you, but only with respect to such person or organization's liability for "bodily injury", "property damage", or "personal and advertising injury" as grantor of a franchise to you.

**d. Lessor of Equipment**

Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by your maintenance, operation or use of such equipment, provided that the "occurrence" giving rise to such "bodily injury" or "property damage" or the offense giving rise to such "personal and advertising injury" takes place prior to the termination of such lease.

**e. Lessor of Land**

Any person or organization from whom you lease land, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the ownership, maintenance or use of that specific part of the land leased to you, provided that the "occurrence" giving rise to such "bodily injury" or "property damage" or the offense giving rise to such "personal and advertising injury", takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

**f. Lessor of Premises**

An owner or lessor of premises leased to you, or such owner or lessor's real estate manager, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the ownership, maintenance or use of such part of the premises leased to you, and provided that the "occurrence" giving rise to such "bodily injury" or "property damage" or the offense giving rise to such "personal and advertising injury", takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

**g. Mortgagee, Assignee or Receiver**

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee, or receiver's liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the ownership, maintenance, or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

**h. State or Political Subdivisions**

A state or government agency or subdivision or political subdivision that has issued a permit or authorization, but only with respect to such government agency or subdivision or political subdivision's liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of:

(1) The following hazards in connection with premises you own, rent, or control and to which this insurance applies:

(a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or

(b) The construction, erection, or removal of elevators; or

(c) The ownership, maintenance or use of any elevators covered by this insurance; or



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(2) The permitted or authorized operations performed by you or on your behalf. But the coverage granted by this paragraph does not apply to:

(a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or government agency or subdivision or political subdivision; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

With respect to this provision's requirement that additional insured status must be requested under a "written contract", we will treat as a "written contract" any governmental permit that requires you to add the governmental entity as an additional insured.

i. **Trade Show Event Lessor**

With respect to your participation in a trade show event as an exhibitor, presenter or displayer, any person or organization .whom you are required to include as an additional insured, but only with respect to such person or organization's liability for "bodily injury", "property damage", or "personal and advertising injury" cause by:

a. Your acts or omissions; or

b. Acts or omissions of those acting on your behalf;

in the performance of your ongoing operations at the trade show premises during the trade show event.

j. **Other Person or Organization**

Any person or organization who is not an additional insured under paragraphs **a.** through **i.** above. Such additional insured is an insured solely for "bodily injury", "property damage" or "personal and advertising injury" for which such additional insured is liable because of your acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:

(1) For "bodily injury," "property damage," or "personal and advertising injury" arising out of the rendering or failure to render any professional services;

(2) For "bodily injury" or "property damage" included in the "products-completed operations hazard." But this provision (2) does not apply to such "bodily injury" or "property damage" if:

(a) It is entirely due to your negligence and specifically results from your work for the additional insured which is the subject to the "written contract"; and

(b) The "written contract" requires you to make the person or organization an additional insured for such "bodily injury" or "property damage"; or

(3) Who is afforded additional insured coverage under another endorsement attached to this policy.

**C. ADDITIONAL PROVISIONS PERTINENT TO ADDITIONAL INSURED COVERAGE**

With respect only to additional insured coverage provided under paragraphs A. and B. above:

1. The **BUSINESSOWNERS COMMON POLICY CONDITIONS** are amended to add the following to the Condition entitled **Other Insurance**:

This insurance is excess of all other insurance available to an additional insured whether primary, excess, contingent or on any other basis. However, if a "written contract" requires that this insurance be either primary or primary and noncontributing, then this insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.

2. Under **Liability and Medical Expense Definitions**, the following definition is added:

"Written contract" means a written contract or agreement that requires you to make a person or organization an additional insured on this policy, provided the contract or agreement:

a. Is currently in effect or becomes effective during the term of this policy; and

b. Was executed prior to:



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(1) The "bodily injury" or "property damage"; or

(2) The offense that caused the "personal and advertising injury";

for which the additional insured seeks coverage.

## II. LIABILITY EXTENSION COVERAGES

It is understood and agreed that this endorsement amends the **Businessowners Liability Coverage Form.** If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement to such provision do not apply.

### A. Bodily Injury – Expanded Definition

Under **Liability and Medical Expenses Definitions**, the definition of "Bodily injury" is deleted and replaced by the following:

"Bodily injury" means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the physical injury, sickness or disease.

### B. Broad Knowledge of Occurrence

Under Businessowners Liability Conditions, the Condition entitled Duties In The Event of Occurrence, Offense, Claim or Suit is amended to add the following:

Paragraphs **a.** and **b.** above apply to you or to any additional insured only when such "occurrence," offense, claim or "suit" is known to:

(1) You or any additional insured that is an individual;

(2) Any partner, if you or an additional insured is a partnership;

(3) Any manager, if you or an additional insured is a limited liability company;

(4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;

(5) Any trustee, if you or an additional insured is a trust; or

(6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This paragraph applies separately to you and any additional insured.

### C. Estates, Legal Representatives and Spouses

The estates, heirs, legal representatives and spouses of any natural person insured shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives and spouses only for claims arising solely out of their capacity as such and, in the case of a spouse, where such claim seeks damages from marital common property, jointly held property, or property transferred from such natural person insured to such spouse. No coverage is provided for any act, error or omission of an estate, heir, legal representative or spouse outside the scope of such person's capacity as such, provided however that the spouse of a natural person Named Insured and the spouses of members or partners of joint venture or partnership Named Insureds are insureds with respect to such spouses' acts, errors or omissions in the conduct of the Named Insured's business.

### D. Legal Liability – Damage To Premises

1. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, Exclusion **k. Damage To Property**, is replaced by the following:

   **k. Damage To Property**

   "Property damage" to:

   1. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of



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such property for any reason, including prevention of injury to a person or damage to another's property;

2. Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

3. Property loaned to you;

4. Personal property in the care, custody or control of the insured;

5. That particular part of any real property on which you or any contractors or subcontractors working directly or indirectly in your behalf are performing operations, if the "property damage" arises out of those operations; or

6. That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph **2** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **1**, **3**, and **4**, of this exclusion do not apply to "property damage" (other than damage by fire or explosion) to premises:

**(1)** rented to you:

**(2)** temporarily occupied by you with the permission of the owner, or

**(3)** to the contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to Damage To Premises Rented To You as described in Section D – Liability and Medical Expenses Limits of Insurance.

Paragraphs **3**, **4**, **5**, and **6** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **6** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

2. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, the following paragraph is added, and replaces the similar paragraph, if any, beneath paragraph **(14)** of the exclusion entitled **Personal and Advertising Injury**:

Exclusions **c, d, e, f, g, h, i, k, l, m, n, and o**, do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner or to the contents of premises rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to this coverage as described in **Section D. Liability And Medical Expenses Limits Of Insurance.**

3. The first Paragraph under Item **5. Damage To Premises Rented To You Limit** of the section entitled **Liability And Medical Expenses Limits Of Insurance** is replaced by the following:

The most we will pay under Business Liability for damages because of "property damage" to any one premises, while rented to you or temporarily occupied by you with the permission of the owner, including contents of such premises rented to you for a period of 7 or fewer consecutive days, is the Damage to Premises Rented to You limit shown in the Declaration.

**E. Personal and Advertising Injury – Discrimination or Humiliation**

1. Under **Liability and Medical Expenses Definitions**, the definition of "personal and advertising injury" is amended to add the following:

**h.** Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

**(1)** Not done intentionally by or at the direction of:

**(a)** The Insured; or



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(b) Any "executive officer," director, stockholder, partner, member or manager (if you are a limited liability company) of the insured; and

(2) Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or person by any insured.

2. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, the exclusion entitled **Personal and Advertising injury** is amended to add the following additional exclusions:

**(15) Discrimination Relating to Room, Dwelling or Premises**

Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

**(16) Employment Related Discrimination**

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any insured.

**(17) Fines or Penalties**

Fines or penalties levied or imposed by a governmental entity because of discrimination.

3. This provision **(Personal and Advertising Injury – Discrimination or Humiliation)** does not apply if **Personal and Advertising Injury Liability** is excluded either by the provisions of the Policy or by endorsement.

**F. Personal and Advertising Injury - Broadened Eviction**

Under **Liability and Medical Expenses Definitions**, the definition of "Personal and advertising injury" is amended to delete Paragraph c. and replace it with the following:

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room dwelling or premises that a person or organization occupies committed by or on behalf of its owner, landlord or lessor.

**G. Waiver of Subrogation – Blanket**

We waive any right of recovery we may have against:

a. Any person or organization with whom you have a written contract that requires such a waiver.

All other terms and conditions of the Policy remain unchanged.



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**IMPORTANT: THIS ENDORSEMENT CONTAINS DUTIES THAT APPLY TO THE ADDITIONAL INSURED IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT. SEE PARAGRAPH C., OF THIS ENDORSEMENT FOR THESE DUTIES.**

# BLANKET ADDITIONAL INSURED ENDORSEMENT WITH PRODUCTS-COMPLETED OPERATIONS COVERAGE & BLANKET WAIVER OF SUBROGATION

**Architects, Engineers and Surveyors**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM
BUSINESSOWNERS COMMON POLICY CONDITIONS

**A. Who Is An Insured** is amended to include as an insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement; but the written contract or written agreement must be:

1. Currently in effect or becoming effective during the term of this policy; and
2. Executed prior to the:
   a. "Bodily injury" or "property damage"; or
   b. Offense that caused the "personal and advertising injury";

   for which the additional insured seeks coverage

**B.** The insurance provided to the additional insured is limited as follows:

1. The person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:
   a. Your acts or omissions; or
   b. The acts or omissions of those acting on your behalf,

   in the performance of your ongoing operations specified in the written contract or written agreement; or
   c. "Your work" that is specified in the written contract or written agreement, but only for "bodily injury" or "property damage" included in the "products-completed operations hazard", and only if:
      (1) The written contract or written agreement requires you to provide the additional insured such coverage; and
      (2) This Coverage Part provides such coverage.
2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
3. The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including:
   a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications by any architect, engineer or surveyor performing services on a project of which you serve as construction manager; or
   b. Inspection, supervision, quality control, engineering or architectural services done by you on a project of which you serve as construction manager.



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4. The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of construction or demolition work while you are acting as a construction or demolition contractor.

C. Under **Businessowners Liability Conditions**, the condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended to add the following:

An additional insured under this endorsement will as soon as practicable:

1. Give written notice of an occurrence or an offense to us which may result in a claim or "suit" under this insurance;
2. Tender the defense and indemnity of any claim or "suit" to us for a loss we cover under this Coverage Part;
3. Except as provided for in paragraph **D.2.** below:
   a. Tender the defense and indemnity of any claim or "suit" to any other insurer which also has insurance for a loss we cover under this Coverage Part; and
   b. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a claim or "suit" from the additional insured.

D. With respect only to the insurance provided by this endorsement, the condition entitled **Other Insurance** of the **BUSINESSOWNERS COMMON POLICY CONDITIONS** is amended to delete paragraphs **2.** and **3.** and replace them with the following:

2. This insurance is excess over any other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, But if required by the written contract or written agreement, this insurance will be primary and noncontributory relative to insurance on which the additional insured is a Named Insured.
3. When this insurance is excess, we will have no duty under **Business Liability** insurance to defend the additional insured against any "suit" if any other insurer has a duty to defend the additional insured against that "suit" If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured's rights against all those other insurers.

   When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

   **(a)** The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

   **(b)** The total of all deductible and self-insured amounts under all that other insurance.

   We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

E. The condition entitled **Transfer of Rights of Recovery Against Others to Us** of the **BUSINESSOWNERS COMMON POLICY CONDITIONS** is amended to deleted paragraph **2.** and replace it with the following:

2. We waive any right of recovery we may have against any person or organization with whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included within the "products-completed operations hazard."

All other terms and conditions of the Policy remain unchanged.



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**Signature:**

**Email:** jdroach@santafenm.gov

**Signature:**

**Email:** mtmccoy@ci.santa-fe.nm.us

ITEM # 19-0645

**CITY OF SANTA FE**
**AMENDMENT No. 3 TO**
**PROFESSIONAL SERVICES AGREEMENT**
**ITEM#17-0520; 18-0751**

AMENDMENT No. 3 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 14, 2017 the "Agreement"), between the City of Santa Fe (the "City") and John Shomaker & Associates, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

**RECITALS**

A. Under the terms of the Agreement #17-0520, Contractor has agreed to provide Professional Services for the City of Santa Fe.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total two hundred seventy one thousand and one dollar ($271,001) plus applicable gross receipts tax, so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed eight hundred eighty four thousand two hundred seventy four dollars ($884,274.) plus applicable gross receipts taxes, in total for the term of the Agreement.

2. TERM.

Article 5 of the Agreement is amended to extend the term of the Agreement, so that Article 5 reads in its entirety as follows:

This Agreement shall terminate on June 30, 2020 unless terminated pursuant to Paragraph 6, infra.

3. AGREEMENT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 3 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: 8/2/19

CONTRACTOR:
JSAI

NAME & TITLE Steve Finch, V.P.

Date: April 25, 2019

CRS #:02-058266008
Business Registration #:19-00129246

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
cc mtg. - 7-31-19

APPROVED AS TO FORM:

4/22
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

(for M. McCoy) 06.02.19
MARY MCCOY, FINANCE DIRECTOR

52300/510300
Business Unit/Line Item

ITEM # 19.0118

**CITY OF SANTA FE**
**AMENDMENT No. 2 TO**
**PROFESSIONAL SERVICES AGREEMENT**
**ITEM#17-0520**

AMENDMENT No. 2 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 14, 2017 (the "Agreement"), between the City of Santa Fe (the "City") and John Shomaker & Associates, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

**RECITALS**

A. Under the terms of the City of Santa Fe Agreement #17-0520, Contractor has agreed to provide professional services for the City of Santa Fe.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES:

Article 1 of the Agreement is amended to include the tasks as outlined in Exhibit "B" attached hereto and incorporated herein.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of sixty five thousand eight hundred twenty five dollars ($65,825) plus applicable gross receipts tax so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the contractor in full payment for services

rendered, a sum not to exceed six hundred thirteen thousand two hundred seventy three dollars ($613,273), plus gross receipts tax, in total for the term of this Agreement.

3. AGREEMENT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No.2 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: 3/5/19

CONTRACTOR:
John Shomaker & Associates, Inc

NAME & TITLE Steve Finch, V.P.

DATE: March 8, 2019
CRS # 02-058266008
City of Santa Fe Business
Registration # 19-00129246

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
CC mtg. 2/27/2019

APPROVED AS TO FORM:

1/16
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

52300.510300
business Unit/Line

ITEM # 18-0751

**CITY OF SANTA FE**
**AMENDMENT No. 1 TO**
**PROFESSIONAL SERVICES AGREEMENT**
**ITEM#17-0520**

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 14, 2017 (the "Agreement"), between the City of Santa Fe (the "City") and John Shomaker & Associates, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

**RECITALS**

A. Under the terms of the City of Santa Fe Agreement #17-0520, Contractor has agreed to provide professional services for the City of Santa Fe.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of two hundred seventy three seventy hundred twenty four dollars ($273,724) plus applicable gross receipts tax so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the contractor in full payment for services rendered, a sum not to exceed five hundred forty seven thousand four hundred forty eight dollars ($547,448), plus gross receipts tax, in total for the term of this Agreement.

2. TERM.

Article 5 of the Agreement is amended to extend the term of the Agreement, so that Article 5 reads in its entirety as follows:

This Agreement shall terminate on June 30, 2019 unless terminated pursuant to Paragraph 6, infra.

3. AGREEMENT IN FULL FORCE.

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

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

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: 7/5/18

CONTRACTOR:

NAME & TITLE Steve Finch, V.P.

DATE: 7/12/18

CRS # 02-05826008
City of Santa Fe Business
Registration # 18-00129246

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
CC mtg. 6/27/18

APPROVED AS TO FORM:

5/7
CITY ATTORNEY

APPROVED:

7-3
FINANCE DIRECTOR

52300.510300
Business Unit/Line

ITEM # 17-0520

CITY OF SANTA FE

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe (the "City") and John Shomaker & Associates, Inc. (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City and the Contractor, whichever occurs last.

1. SCOPE OF SERVICES

The Contractor shall provide professional services for the City as outlined in Exhibit "A" attached hereto.

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that it possesses the experience and knowledge necessary to perform the services described under this Agreement.

B. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

3. COMPENSATION

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed two hundred seventy three thousand seven hundred twenty four dollars ($273,724.00), plus applicable gross receipts taxes.

B. The Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums paid under this Agreement.

C. Payment shall be made upon receipt and approval by the City of

detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed and accepted by the City.

4. APPROPRIATIONS

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

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the City and terminate on June 30, 2018, unless sooner pursuant to Article 6 below. . This Agreement may be extended for three (3) additional twelve (12) month periods, not to exceed four (4) years by the written agreement of the parties amending this Agreement.

6. TERMINATION

A. This Agreement may be terminated by the City upon 30 days written notice to the Contractor.

(1) The Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the City original copies of all work product, research or papers prepared under this Agreement.

(2) If compensation is not based upon hourly rates for services rendered, the City shall pay the Contractor for the reasonable value of services

satisfactorily performed through the date Contractor receives notice of such termination, and for which compensation has not already been paid.

(3) If compensation is based upon hourly rates and expenses, the Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

7. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

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

B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by Contractor in the performance of the services under this Agreement.

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

8. CONFIDENTIALITY

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

9. CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

10. ASSIGNMENT; SUBCONTRACTING

The Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the City. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City.

11. RELEASE

The Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City to any obligation not assumed herein by the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. INSURANCE

A. The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form

and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

B. Contractor shall also obtain and maintain Workers' Compensation insurance, required by law, to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the City with evidence of its compliance with such requirement.

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

13. INDEMNIFICATION

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

14. NEW MEXICO TORT CLAIMS ACT

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

15. THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

16. RECORDS AND AUDIT

The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the

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

18. AMENDMENT

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

19. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

20. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

21. SEVERABILITY

In case any one or more of the provisions contained in this Agreement or

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

22. NOTICES

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

City of Santa Fe:
Water Division Director
801 W. San Mateo
Santa Fe, NM 87504

Contractor:
Steven T. Finch Jr.
John Shomaker & Associates, Inc.
2611 Broadbent Pkdwy NE
Albuquerque, NM 87107

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF SANTA FE:

JAVIER M. GONZALES, MAYOR

DATE: 6/19/17

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
@C mtg 6/14/17

APPROVED AS TO FORM:

5/23
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

ADAM JOHNSON, FINANCE DIRECTOR

CONTRACTOR:

V.P.
NAME & TITLE Steven T. Finch Jr.

DATE: June 16, 2017

CRS #:02-058266008
Business Registration #:17-00129246

52300; 510300; 510310; 510340
Business Unit Line Item

**Exhibit A**

**Scope of Work for John Shomaker and Associates, Inc.**

**Work Plan 1: Buckman Well Field OSE Permit Compliance Support**

The City of Santa Fe (City) is obligated to comply with monitoring and reporting requirements for operating water supply wells under the Buckman Well Field permits. *Buckman Well Field Water-Level Monitoring Program Response to Condition of Approval No. 5, Permit No. RG-20516-S-10 thru RG-20516-S-13, City of Santa Fe,* adopted by all parties and the District Court in 2007, this biennial report summarizes production and water-level data in the City of Santa Fe's Buckman Well Field, documents water-level data and trends for BMP wells, provides 10-year and 40-year drawdown projections for wells in the Buckman Well Field Monitoring Program area, and addresses Permit Conditions 6 and 7, which address whether wells of other ownership may go dry as a result of pumping Buckman Wells 10 through 13 (BW10-13) under permit RG-20516-S-10 through RG-20516-S-13.

**Task 1. Water Level Monitoring and Reporting**
Contractor will provide an operation and maintenance plan for the Buckman Well Field. Continue with required data collection.

**Task 2. Pumping Impacts and Analyses (Depletion Calculations)**
Contractor will work with the New Mexico Office of the State Engineer (NMOSE) based upon the review comments of the last Buckman Well Field Monitoring Program biennial report.

**Work Plan 2: Northwest Well & City Well Field NMOSE Permit Compliance Support**

The City will be obligated to comply with the monitoring and reporting requirements for operating water supply wells under the Northwest and City Well Field permit. Contractor will provide support for Northwest Well and City Well Field permit compliance through monitoring; developing databases; evaluating monitoring results; performing hydrogeologic analysis and interpretation of groundwater data and results; generating and interpreting groundwater-flow model results; preparing monitoring report(s) and communicating with NMOSE, on behalf of the City, as directed by the City.

**Task 1. Groundwater Monitoring and Reporting**
The purpose of the monitoring plan and reporting in accordance with the Northwest Well Groundwater Monitoring Plan is to collect data to evaluate possible water-level declines in the area of the Northwest Well and the City Well Field. The data may also be used to help improve the simulation of groundwater flow and pumping in the area, and to simulate groundwater pumping in the area to evaluate the causes of possible future water-level declines. The City anticipates the data analysis and reporting for this monitoring plan will emulate the Buckman Well Field Monitoring Program. Contractor will provide these services, as part of the monitoring plan and reporting.

Details of the monitoring plan and reporting are provided in Attachment 1: John Shomaker & Associates, Inc. Proposal in response to RFP #'17/26/P & Attachment 2: March 8, 2017 Meeting notes for Scope of Work and Budget for RFP #'17/26P. The scope of work does not include pump contractor services required for installing sounding tubes in private wells; however, the Contractor will develop a work plan for pump contractor services.

**Task 2. Pumping Impacts Analyses (Depletion Calculations)**
Also, emulating the Buckman Well Field Monitoring Program, the Contractor will provide annual evaluations of the hydrologic impacts caused by groundwater pumping on streamflows of the Rio Grande and key tributaries Rio Pojoaque-Nambe, Rio Tesuque, and La Cienega Springs shall be conducted. The analyses comprises the use of groundwater flow modeling using the OSE Administrative Model for the City of Santa Fe to predict the rate of streamflow depletions from each of the water supply wells (points of diversion) based on actual rates of pumping.
The Contractor evaluations will include a comparative analysis of the depletions for each river reach with the City's portfolio of surface water rights for the purpose of complying with permit requirements where the City needs to demonstrate that sufficient surface water rights are in place to offset pumping depletions.

**Work Plan 3: Santa Fe River Monitoring and Reporting**

In 2016, the City initiated surface water monitoring on the Santa Fe River during the period of 'Living River' reservoir bypass flows in May, June, and July. The monitoring report was completed to comply with the requirements within the Administrative Procedures for the Santa Fe River Target Flow Ordinance and monitored streamflows at 7 stations. The monitoring further provided data to evaluate rates of targeted river flows during the annual bypass of flows below Nichols Reservoir, estimated river seepage to the underlying aquifer system, and quantified an overall water budget. The monitoring report concluded that additional monitoring was necessary to improve the understanding of groundwater and surface water interactions along the Santa Fe River as required by Ordinance 2012-10.

The Contractor will perform Santa Fe River monitoring and reporting in compliance with the requirements within the Administrative Procedures for the Santa Fe River Target Flow Ordinance and according to the recommendations of the 2016 Santa Fe River Monitoring Report.

**Task 1. Automation of surface water gaging stations**
Re-establish the automated measurement of streamflow at the existing staff gages below Nichols Reservoir and at St. Francis Drive at 15-minute intervals. The streamflow measurement requirement within the Administrative Procedures for the Santa Fe River Target Flow Ordinance will be fulfilled by installing pressure transducers at these staff gage locations and using the updated rating curves.

**Task 2. Monitoring of Living River bypass flows**
The Contractor will conduct five additional seepage runs during Living River bypass flows in 2017. These seepage runs would include measurement stations below Nichols Reservoir, at The Nature Conservancy's diversion gate, downstream of the return flow of Cerro Gordo, adjacent to Camino Pequeño upstream of Acequia Madre, below Acequia Madre (upstream of Patrick Smith Park), above St. Francis Drive (near the Boys & Girls Club), and at Ricardo Road, at a minimum, and would document the end-of-flow point. This will allow the City to update rating curves for the gages below Nichols Reservoir and at St. Francis Drive, update the seepage rate dataset, and update the relationship between flow below Nichols Reservoir and the end-of-flow point. These seepage run events should be accompanied by measurements of shallow water levels from monitoring wells MW-1, A, & B by the Contractor.

**Task 3. Santa Fe River Seepage Loss Study**
During the seepage runs, the Contractor will also measure streamflow at up to four newly-established stations between Nichols Reservoir and Cerro Gordo Road to study seepage losses and water budget in this reach, and compare seepage losses associated with flow through The Nature Conservancy's river restoration diversion route versus the 'bypass channel' of the Santa Fe River. In addition, the study needs to establish a seepage rate for losses from the 'bypass channel', which may contribute recharge to the lower elevation Two-mile pond. Field reconnaissance will be performed by the Contractor, in coordination with City staff, to identify the new measurement stations between Nichols Reservoir and Cerro Gordo Road and identify any seeps & springs along the reach of the...

**Task 4. Monitoring of the diversions and an assessment along the upper Santa Fe River.**
The Contractor will monitor the following points of interest, to include 1) Acequia Cerro Gordo, 2) Acequia Madre (upper), 3) Two-mile pond exit flume, and 4) The Nature Conservancy's diversion head gate. Each of these Santa Fe River diversions are currently not quantified; therefore, the goal for the Contractor will be to develop a method for monitoring diversions, instrument diversions, collect diversion data and assessing the data for year 2017. This task includes the purchase of data logger/transducers with supporting accessories and the necessary materials needed for installation, see Attachment 3: April 5, 2017 Meeting notes for Scope of Work and Budget the Upper Santa Fe River Diversion Monitoring & Assessment. Finally, the Contractor will prepare report of the findings, and provide recommendations for permanent diversion monitoring equipment.

**Task 5. Santa Fe River Monitoring Report**
Contractor will update the Santa Fe River Monitoring Report for 2017 and will include recommendations for enhancements to the monitoring program including monitoring methodologies and frequencies and use of new monitoring technologies where appropriate. Included in the update shall be identification of Santa Fe River target flows, aka 'Living River' flows, versus Acequia irrigation

delivery flows versus stormwater flows that have occurred in the Santa Fe River channel below Nichols Reservoir, especially during precipitation events in the spring and during the 'monsoon' season.

**Task 6. Work Plan Schedule & Budget**
The Contractor will provide a work plan, including a description of the field monitoring program, data analysis and reporting, along with a proposed schedule and budget.

**Work Plan 4: Return Flow / Discharge Credit Plan**

The City is seeking to develop a return flow/discharge credit strategy for its ongoing discharges from the Paseo Real Wastewater Treatment Plant to the Santa Fe River. The City is interested in utilizing a portion of these return flows as a means to offset La Cienega depletions caused by the diversion of groundwater for municipal supply under Buckman Well Field Permits RG-20516- et al. The Return Flow Plan will be integrated with the City's conjunctive water management strategy which includes San Juan Chama and Santa Fe River surface water sources, Buckman and City Well Field groundwater sources, indirect potable reuse, and conservation to maximize use of available water resources while providing operational flexibility and water supply reliability.

The Contractor will develop a work plan providing a technical approach to utilize existing geohydrologic data and any supplemental field data collected as determined necessary to address data gaps and complete this plan which will include developing an integrated site conceptual model that describes the surface and groundwater interactions, seepage rates and recharge of underlying aquifer system from Santa Fe River releases, and an overall water budget of the hydrologic system including: diversions; seepage losses; evapotranspiration effects and other analyses necessary to satisfy OSE requirements, so that the return flows satisfy the City's groundwater pumping offset requirements. The plan should comply with OSE's Policy on discharge credits (Return Flow - #4-2009) and other relevant regulatory policy documents.

**Task 1. Confirm Availability of Treated Effluent For Return Flow or Discharge Credits**
The purpose of this task is to quantify the amount of treated effluent that can be committed for return flow or discharge credits. The Contractor will prepare a draft technical memorandum detailing recommendations and present the results to City Staff for feedback. The proposed quantity of treated effluent allocated for the plan will be integrated with the City's water management strategy.

**Task 2. Determine Annual Quantity of Discharge Credit Requested**
The NMOSE recommends that the City prepare a conservative estimate of the maximum annual discharge credit requested based on full amount of pumping for 100 years. The Contractor will quantify the La Cienega offset requirements for the Buckman Well Field and other potential future pumping using the administrative model.

**Task 3. Prepare Project Map**
The NMOSE requires a project map detailing points of diversion requiring discharge credits, the reach where discharge credits will occur, monitoring points used for quantifying recharge, and reaches of the stream flor which offset is proposed. The Contractor will prepare a project map that will be incorporated into a plan to be submitted to NMOSE.

**Task 4. Description of Discharge and Quantification Method**
The Contractor will develop a metering plan for discharge quantification as required by the NMOSE. A sound approach may be to perform metering at a 15-minute interval for one year in order to refine the quantification of percent streamflow infiltrated and overall water balance. Discharge credits for subsequent years can then be based on the metered discharge multiplied by a conservative factor derived from the one-year "test" dataset.

**Task 5. Hydrologic analysis to demonstrate that discharge water will offset stream depletions due to applicant's pumping Quantification of Discharge Credit Capacity**
The Contractor will provide a hydrologic analysis report that will include an integrated site conceptual model describing the surface and groundwater interactions, seepage rates and recharge of underlying aquifer system from discharges, and an overall water budget to satisfy NMOSE requirements for demonstrating discharge credits.

**Task 6. Notice of Intent to Discharge**
NMOSE requires proof of a permit from the NMED for discharges to groundwater. This should already be covered under DP-289. However, the permit may need to be modified for discharges to stream segments other than the lower Santa Fe River. If discharge plan permit modification is required, the Contractor will provide recommendations for proposed modifications.

**Task 7. Submit Plan to NMOSE**
Results from Tasks 1 through 6 will be compiled into a draft plan for the City to review. The Contractor will present the results of the plan to the NMOSE Hydrology Bureau and Water Rights Division. Comments from the NMOSE will be addressed and the final plan will be submitted to the NMOSE for review and consideration.

**Work Plan 5: Depletion Management Strategy and Water Rights Acquisition Plan**

Offset Acquisition Targets – In order to comply with the City of Santa Fe's groundwater well permits from the New Mexico Office of the State Engineer (OSE), the City is required to provide "offsets" in the form of surface water rights from five different administrative basins: 1) Middle Rio Grande, 2) Upper Rio Grande, 3) La Cienega, 4) Nambe-Pojoaque, and 5) Tesuque, although the vast majority are located in the Middle Rio Grande. When the City pumps groundwater from any of the wells having offset requirements, the OSE utilizes an administrative groundwater model to determine the impacts of that pumping in each impacted administrative basin and determines the

quantity and duration of the impacts from a given year's groundwater pumping. The acquisition of offsets is a difficult and expensive process for the City and the purpose of this work plan will be to ease that burden by the Contractor determining offset acquisition targets based on projected pumping and acceptable rates of groundwater decline. These targets will be specific quantities of water rights for each administrative basin based on acceptable rates of pumping and groundwater decline from the Buckman Well Field, City Well Field, Northwest Well, and potential future alternate points of diversion for optimizing the City Well Field.

**Task 1. Evaluating the City's existing water rights portfolio**
The Contractor will evaluate the City's existing water rights portfolio in the Water Bank database to understand all details for each existing water right permit. As part of this task, the Contractor will prepare a map showing the location of all permits in the Water Bank database.

**Task 2. Evaluation of Offset Requirements**
The Contractor will work with the City to develop a series of model runs for the evaluation of offset requirements. The Contractor proposes a maximum of 20 model run scenarios, which will include serval iterations to evaluate the Northwest well settlement conditions of approval. The Contractor will perform the administrative model runs required to compare past, current and future (projected) pumping schedules to determine the optimal strategy for surface water right acquisitions to satisfy offset requirements. Results will be presented in a technical memorandum with graphs, maps, and summary tables.

**Task 3. Evaluation of Offset Potential**
The offset potential varies, and depends if the water right is for diversion of surface water or groundwater, and the proof of beneficial use. Offsets from surface water rights may be limited by the consumptive use rather than the diversion quantity, and offsets from groundwater rights will be subject to proximity to the stream system and administrative model results. The Contractor will evaluate the offset potential for each water right considering the above factors.

**Task 4. Develop Recommended Strategy**
The results from tasks 1 through 4 will be used to develop a recommended strategy for the City to implement strategic water rights purchases in the 5 stream systems. The strategy will also include results from Work plan 4 (discharge credit plan). The Contractor will present draft recommendations to obtain feedback from the City, and then prepare a summary report.

**Work Plan 6: Potential Water Right Purchase Evaluations**

The Contractor will provide written evaluations of water rights under consideration originating either as City purchases or as privately owned water rights being transferred to the City of Santa Fe Water Bank. The scope and purpose of the evaluation is to determine the legitimacy of the right and the amount likely to be approved for transfer by the New Mexico Office of the State Engineer. Water rights under consideration as City purchases shall be paid directly by the City of Santa Fe and the bid should be identified

as a per-unit estimate for each evaluation and a total cost based on providing five such assessments per year. In addition, evaluations will be required for privately owned water rights being proposed for transfer into the City's Water Bank. The cost of these evaluations is borne by the applicant and will be paid directly from that entity. Evaluations by the Contractor of private water rights are not expected to occur more frequently than ten times per calendar year.

**Task 1. Evaluation methods**
The purpose of the evaluation is to determine the legitimacy of the right and the amount likely to be approved for transfer by the NMOSE. The Contractor will complete a review of water rights documents to determine risks of transfer, such as permit status and potential proof of beneficial use; determine the value of the potential water right transfer to the City; and calculate potential use for the City as offsets or diversions.

**Task 2. Written Evaluation**
The Contractor will provide written evaluations of water rights under consideration originating either as City purchases or as privately owned water rights being transferred to the City of Santa Fe Water Bank. The written evaluation will include a summary of the water right consider and the results of the evaluation. If appropriate, the Contractor will provide other innovative recommendations to consider, such as alternative use of water right, transfer conditions for privately owned water right such as use of proposed development open space for Aquifer Storage & Recovery.

## Work Plan 7: Stream Design Flows for Water Quality Standards

The New Mexico Environment Department (NMED) Surface Water Quality Bureau certifies permits for the National Pollutant Discharge Elimination System (NPDES), which is administered by the U.S. Environmental Protection Agency under the Clean Water Act of 1972. The NMED methodologies utilize streamflow data for NPDES permitting and establishment of TMDL's for both point and nonpoint pollutant sources. The Contractor will develop the low-flow frequency, streamflow estimates for the Santa Fe River in the vicinity of the wastewater treatment plant to support ongoing effort to determine the assimilation capacities of receiving water and to use as the minimum discharge at which the New Mexico water-quality standards are applied. These low flow stream flow data will be used to evaluate NMEDs standards based on the 4Q3 - Minimum flow over 4 consecutive days once in 3-years and 7-day, 10-year minimum flow (7Q10) conditions for establishing critical site-specific low flow development needed to evaluate total maximum daily loads (TDMLs). The Contractor will work closely with the City, the City's engineering consultants, and NMED in achieving these work plan goals.

**Task 1. Initial Field Reconnaissance of Lower Santa Fe River**
The Contractor will perform an initial field reconnaissance of the Santa Fe River for the reach(s) of concern. The purpose will be to identify access for monitoring locations and field condition of monitoring locations. For efficiency, the work

could be performed concurrently with Work plan 3. Results of the field work will be used to develop the monitoring design.

**Task 2. Development of Monitoring Design**
The Contractor will provide a monitoring design that will delineate the locations, frequency, and types of streamflow monitoring needed to support alternative regulatory low flow calculations for the NPDES permit. The monitoring design will also include methods for data collection that are consistent with NMED requirements. The Contractor will present draft results of the monitoring design to the City and NMED for feedback. The Contractor will provide a final report that can be submitted to NMED.

**Task 3. Technical Support with Modification of Water Quality Standards**
The Contractor will work with the City, the City's engineering consultants, and NMED and provide technical support with permitting strategy for modification of existing water quality standards.

In summary, the Contractor shall submit brief work plan(s), expanding detail on the work plans listed above, describing its approach to satisfy the work plan objectives and subsequent tasks, along with a schedule to indicate how the work will be accomplished. These brief work plan(s) should be prepared such that it can be incorporated with only minor modifications. The Contractor will be expected to conduct monthly progress review meetings to go over progress of the work plan(s), in addition to those tasks needed to complete the professional services agreement scope of work.

**Attachment 1:** John Shomaker & Associates, Inc. Proposal for RFP #'17/26/P
**Attachment 2:** JSAI March 8, 2017 Meeting Notes for RFP #'17/26/P Proposal
**Attachment 3:** JSAI April 5, 2017 Revised Scope of Work & Budget for Task 4 of Santa Fe Monitoring & Reporting.

*Budget for one-year project (FY 2017-18)*

| | |
|---|---|
| **Work Plan 1: Santa Fe River Monitoring & Reporting** | $ 40,354 |
| **Work Plan 2: Northwest Well & City Well Field NMOSE Permit Compliance Support** | $ 35,074 |
| **Work Plan 3: Santa Fe River Monitoring and Reporting** | $ 33,566 |
| **Addition of Task 4** | $ 31,000 |
| **Work Plan 4: Return Flow / Discharge Credit Plan** | $ 26,070 |
| **Work Plan 5: Depletion Management Strategy and Water Rights Acquisition Plan** | $ 48,290 |
| **Work Plan 6: Potential Water Right Purchase Evaluations** | $ 26,023 |
| **Work Plan 7: Stream Design Flows for Water Quality Standards** | $ 33,347 |
| TOTAL | $ 273,724 |
| GRT Cost (8.3125%) | $ 22,753 |
| GRAND TOTAL | $ 296,477 |

**Signature:** Geralyn Cardenas
Geralyn Cardenas (Aug 17, 2020 08:29 MDT)

**Email:** gfcardenas@santafenm.gov

# GB 20-0384 John Shomaker & Associates, Inc - not executed

Final Audit Report 2020-08-17

| | |
|---|---|
| Created: | 2020-08-14 |
| By: | YODEL CATANACH (yocatanach@ci.santa-fe.nm.us) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAtWDdMd62INxRhJRs51ELUo_0ynt9xE0g |

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City of Santa Fe
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2020-08-17 - 4:26:38 PM GMT

| ACTION SHEET<br>PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 03/29/2021 |
|---|
| **ISSUE NO. 7g**<br><br>Request for Approval of a Budget Adjustment Resolution (BAR) to fund Amendment No. 5 with John Shoemaker & Associates, Inc. in the total amount of $93,683. (William Schneider, Water Resources Manager, whschneider@santafenm.gov, 955-4203)<br>**Committee Review:**<br>Public Works and Utilities Committee: 03/29/2021<br>Finance Committee: 04/05/2021<br>Governing Body: 04/14/2021 |
| **PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on Consent Agenda to forward to 4/5/2021 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:** 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

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**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:**

**ACTION SHEET**
**PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 03/29/2021**

**ISSUE NO. 7r**

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

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

**PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Pulled by Councilor Lindell for Discussion. Approved unanimously to forward to 3/31/2021 with the recommendation of coming 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 | X | | |
| COUNCILOR GARCIA | X | | |
| COUNCILOR ABEYTA | X | | |
| COUNCILOR LINDELL | X | | |
| COUNCILOR VIGIL COPPLER | X | | |

# City of Santa Fe, New Mexico
## Memorandum

**DATE:** **March 12, 2021**

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

**VIA:** **Shannon Jones, Public Utilities Department Director** SJ

**FROM:** **Michael Dozier, Wastewater Management Division Director** MD

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**ITEM AND ISSUE:**

Recommend the approval of Change Order #5 with Bradbury Stamm Construction Inc. Requesting no increase to funding with an increase for the duration adding 653 days

**BACKGROUND AND SUMMARY:**

In July 2018, the City contracted with Bradbury Stamm Construction, Inc. for construction of the Anaerobic Digester Project, CIP 950 and the Award of Bid No. '18/19/B.' Details are included on the attached Summary.

Design – The Anaerobic Digester Project was designed by HDR and includes replacement of the Paseo Real Wastewater Treatment Facility anaerobic digesters, addition of a SCADA system, provision of a cogeneration system to generate electric power and recovery heat from the combustion of digester biogas, and addition of two belt filter presses for sludge dewatering.

Construction Funding - City of Santa Fe Purchase Order 18191219-000-OP was issued to Bradbury Stamm Construction in the amount of $13,869,156.25 (inclusive of NMGRT) on August 22, 2018. Construction began on August 27, 2018.

Analysis – As detailed below, there have been four change orders on this project so far.

| | | Project Contract | | Contingency |
|---|---|---|---|---|
| **Deduction** | **Date Approved** | **Change** | **Running Total** | **Running Total** |
| Initial Contract | 7/25/2018 | -- | $ 13,869,156.25 | $ 1,386,915.63 |
| BSC CO#1 | 3/25/2019 | $ (28,040.78) | $ 13,841,115.47 | $ 1,414,956.41 |
| BSC CO#2 | 5/29/2019 | $ 536,585.85 | $ 14,377,701.32 | $ 878,370.56 |
| BSC CO#3 | 7/31/2019 | $ 165,593.80 | $ 14,543,295.12 | $ 712,776.76 |
| BSC CO#4 | 7/31/2019 | $ 288,280.59 | $ 14,831,575.71 | $ 424,496.17 |

Change Order #1 included a decrease in project budget (which increased the Contingency by an equal amount) and was used to account for miscellaneous credits during shop drawing review and initial construction.

Change Order #2 provided a second, replacement belt filter press (the initial contract scope included only the addition of one press).

Change Order #3 addressed changes to project scope and cost, and addressed changes to the project as the result of shop drawing submittal and review.

Change Order #4 (attached) includes a number of credits and debits that have occurred during the last 9 months of construction.

Change Order #5 includes multiple credits and debits for completed work during the pandemic closures, credits for allowances no longer required for completed project requirements, and debits for site improvements not previously scoped for the digester area included new asphalt access around the digesters. Pandemic closures created issues delaying construction causing added time to complete the project. Retroactive addition of days to compensate for minimal ability to work onsite since March 2020 and an addition of time to finalize and complete the project totaling 653 days is included in this change order.

**PROCUREMENT METHOD:**

Procurement method: Construction Bid

**FUNDING SOURCE:**

**Munis Org Name/Number:** WW Engineering/5000375
**Munis Object Name/Number:** WIP Construction/572970

**ACTION REQUESTED:**

Approval of the Construction Agreement with Bradbury Stamm Construction of Albuquerque, for CIP #950 – Anaerobic Digested Replacement Project. Amendment #5 for a zero dollar increase. Contract duration to be increased by 653 days. Total modified Project Budget will remain $14,831,575.71 inclusive of NMGRT and the contract duration will be 1227 days.

# City of Santa Fe, New Mexico
## Memorandum

**City of Santa Fe**
**Wastewater Treatment Plant – Anaerobic**
**Digesters Change Order No. 5 Summary**

| MCR No. | Description | Change in Price (Excluding NMGRT) | Change in Price (Including NMGRT) | Change in Time (Calendar Days) |
|---|---|---|---|---|
| 30 | Credit for Deletion of Flow Meter Manhole at Belt Filter Press Dewatering Building | ($11,120.40) | ($12,058.68) | 0 |
| 34 | Digester Level Sensors | $11,380.96 | $12,341.23 | 0 |
| 42 | Site Surface Changes | $57,487.70 | $62,338.22 | 0 |
| 46 | Programming of Electronic Valves | $4,295.24 | $4,657.65 | 0 |
| 48 | Additional I/O for Belt Filter Presses | $12,726.85 | $13.800.68 | 0 |
| 50 | Shore Power for Cogeneration | $15,873.47 | $17,212.79 | 0 |
| 51 | Support for Digester Hose | $12,779.42 | $13,857.68 | 0 |
| 52 | Additional Costs for EIFS | $25,154.37 | $27,276.77 | 0 |
| 53 | Programming Timers on Chopper Pumps | $ 1,373.62 | $ 1,489.52 | 0 |
| 54 | VFDs at Chopper Pumps | $21,804.29 | $23,644.02 | 0 |
| 56 | Pressure Gauges | $10,073.33 | $10,923.26 | 0 |
| | TOTAL MCR | $161,828.85 | $175,483.14 | |
| | | | | |
| | Allowance - Testing | ($29,356.90) | ($31,833.89) | 0 |
| | Allowance - Utility Relocation | ($4,981.27) | ($5,401.56) | 0 |
| | Allowance - Holding Tank 2 and Pipe Cleaning | ($97,111.25) | ($105,305.01) | 0 |
| | Allowance - Cogeneration | ($30,379.43) | ($32,942.68) | 0 |
| | TOTAL ALLOWANCE | ($161,828.85) | ($175,483.14) | |
| | | | | |
| | **Total Change Order No. 05** | **($0.00)** | **($0.00)** | **0** |

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

**Change Order No. 05**

| | | | |
|---|---|---|---|
| Date of Issuance: | February 23, 2021 | Effective Date: | February 23, 2021 |
| Owner: | City of Santa Fe, NM | Owner's Contract No.: | CIP #950 |
| Cont ractor : | Bradbury Stamm Construction | Contractor's Project No.: | 1808 |
| Engin eer: | HDR En gineering, Inc. | Engineer's Project No.: | 10029382 |
| Project: | Paseo Real Wastewater Treatment Plant -Anaerobic Digesters | Contract Name: | Paseo Real Wastewater Treatment Plant -Anaerobic Digesters |

The Contract is modified as follows upon execution of this Change Order:

Description : Change order includes the following: MCR #30 - Credit for deletion of flow meter manhole at belt filter press dewatering building; MCR #34 - Digester level sensors; MCR #42 - Site surface changes; MCR #46 Programming of Electronic Valves ; MCR #48 -Additional 1/0 for Belt Filter Presses ; MCR #50 - Shore power for cogenerat ion ; MCR #51 - Support for digester hoses; MCR #52 -Additional costs for EIFS; MCR #53 - Programming timers on chopper pumps; MCR #54 VFDs at chopper pumps; MCR #56 - Pressure Gauges on Pum ps.

Attachments: *Change Order No. 5 Summary with BSC Pricing Attachments .*

| CHANGE IN CONTRACT PRICE | CHANGE IN CONTRACT TIMES |
|---|---|
| Original Contract Price: | Original Contract Times: |
| $ 13,869,156.25 (Inclusive of NMGRT) | 300 Calendar Days |
| Increase from previously approved Change Orders No. 01 to No. 04. | Increase from previously approved Change Orders No. 01 to No. 04. |
| $ 962,419.46 (Inclusive of NMGRT) | 274 Calendar Days |
| Contract Price prior to this Change Order : | Contract Times prior to this Change Order: |
| $ 14,831,575.71 (Inclusive of NMGRT) | 574 Calendar Days |
| Increase of this Change Order : | Increase of this Change Order: |
| $ 0.00 (Inclusive of NMGRT) | Retroactively from 3/23/20-12/31/21 add **653** calendar days |
| Contract Price incorporating this Change Order: | Contract Times with all approved Change Orders: |
| $ 14,831,575.71 (Inclusive of NMGRT) | 1227 Calendar Days |

| RECOMMENDED: | ACCEPTED: | ACCEPTED: |
|---|---|---|
| By: _____ | By: _____ | By: _____ |
| Engineer (if required) | Owner (Authorized Signature) | Contractor (Authorized Signature) |
| Title: _____ | Title _____ | Title Project Manager |
| Date: _____ | _____ | 3/17/21 |

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE:_____

CONTRACTOR:
Bradbury Stamm Construction, Inc.

DOUG HARNED Project Manager
NAME & TITLE

DATE: 3/11/21

CRS # 01-107415-00-09
Business Registration #

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Mar 10, 2021 14:50 MST)

_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY MCCOY, FINANCE DIRECTOR

Business Unit Line Item
5000375.572970 AL
AL

# City of Santa Fe

## Real Estate Summary of Contracts, Agreements, Amendments & Leases

**Section to be completed by department**

1. Munis Contract # **3200883**

Contractor: **Bradbury Stamm Construction Inc**

Description: **Anaerobic Digesters**
**PL# WWM195000A**

Contract ☐ Agreement ☉ Lease / Rent ☐ Amendment ☐

Term Start Date: **7/25/18** Term End Date: **3/23/20**

☐ Approved by Council Date: **7/25/18**

**Contract / Lease:** **Conctract**

Amendment # **Change Order #5** to the Original Contract / Lease # **18-0835**

Increase/(Decrease) Amount $ **0**

Extend Termination Date to: **Retroactive extend term from 3/23/21 through 12/31/21**

☑ Approved by Council Date: **Pending**

**Amendment is for:** **term extension**

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

**Original Contract #18-0835 $13,869,156.25 300 NTP CC approved 7/25/18**
**Change Order #1 #19-0228 ($28,040.77) CC approved 5/27/19**
**Change Order #2 #19-0389 $536,585.85 plus 200 days CC approved 5/27/19**
**Change Order #3 #19-0642 $165,593.80 CC approved 7/31/19**
**Change Order #4 #20-0322 $288,280.59 plus 74 days CC approved 7/8/20**

3. **Procurement History:** **18/19/B January 1, 2108**

Fran Delaney (Mar 24, 2021 16:00 MDT) Mar 24, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: Extend term. Construction

4. **Funding Source:** **WWMD CIP Enterprise Fund** **Org / Object:** **5000375.572970**

Alexis Lotero (Mar 24, 2021 14:38 MDT) Mar 24, 2021

Budget Officer Approval: Date:

Comment & Exceptions:

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

Email: **mfmartinez@santafenm.gov**

**To be recorded by City Clerk:**

Clerk # _____

Date of Execution: _____

# CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Bradbury Stamm Construction

Procurement Title: Anaerobic Digester Construction Project 18/19/B

Procurement Method: State Price Agreement ☐ Cooperative ☐ Sole Source ☐ Other ☐

Exempt ☐ Request For Proposal (RFP) ☒ Invitation To Bid (ITB) ☐ Contract under 60K ☐ Contract over 60K ●

Department Requesting Public Utilities Staff Name Michael Do ier

Procurement Requirements:

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

**REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING***

| YES | N/A | |
|---|---|---|
| ☐ | ☐ | Approved Procurement Checklist (by Purchasing) |
| ● | ☐ | Memo addressed to City Manager (under 60K) Committees/City Council (over 60K) |
| ☐ | ● | State Price Agreement |
| ☐ | ● | RFP |
| ☐ | ● | Evaluation Committee Report |
| ☐ | ☒ | ITB |
| ☐ | ● | Bib Tab |
| ☐ | ● | Quotes (3 valid current quotes) |
| ☐ | ● | Cooperative Agreement |
| ☐ | ● | Sole Source Request and Determination Form |
| ☐ | ● | Contractors Exempt Letter |
| ☐ | ● | Purchasing Officers approval for exempt procurement |
| ☐ | ● | BAR |
| ☐ | ☒ | FIR |
| ● | ☐ | Executed Contract, Agreement or Amendment |
| ● | ☐ | Current Business Registration and CRS numbers on contract or agreement |
| ● | ☐ | Summary of Contracts and Agreements form |
| ● | ☐ | Certificate of Insurance |
| ☒ | ☐ | All documentation presented to Committees |
| ☐ | ☒ | Other: |

Michael Dozier (Mar 12, 2021 11:53 MST)

3/12/2021

Mike Dozier WWMD Director

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

Fran Dunaway (Mar 24, 2021 16:00 MDT)

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

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

**Signature:** Shannon Jones

**Email:** swjones@santafenm.gov

# BSC #5

Final Audit Report 2021-03-12

| | |
|---|---|
| Created: | 2021-03-12 |
| By: | Maya Martinez (mfmartinez@ci.santa-fe.nm.us) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAT7RoIw_U3hbctAZ5b2I3C1jhnPMO7q1Z |

## "BSC #5" History

Document created by Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
2021-03-12 - 6:45:37 PM GMT- IP address: 63.232.20.2

Document emailed to Michael Dozier (mldozier@santafenm.gov) for signature
2021-03-12 - 6:46:46 PM GMT

Email viewed by Michael Dozier (mldozier@santafenm.gov)
2021-03-12 - 6:51:23 PM GMT- IP address: 174.28.125.27

Document e-signed by Michael Dozier (mldozier@santafenm.gov)
Signature Date: 2021-03-12 - 6:53:00 PM GMT - Time Source: server- IP address: 174.28.125.27

Document emailed to Shannon Jones (swjones@santafenm.gov) for signature
2021-03-12 - 6:53:03 PM GMT

Email viewed by Shannon Jones (swjones@santafenm.gov)
2021-03-12 - 7:00:34 PM GMT- IP address: 174.28.83.57

Document e-signed by Shannon Jones (swjones@santafenm.gov)
Signature Date: 2021-03-12 - 7:00:56 PM GMT - Time Source: server- IP address: 174.28.83.57

Agreement completed.
2021-03-12 - 7:00:56 PM GMT

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/13/2020

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

| | |
|---|---|
| **PRODUCER**<br>IMA, Inc. - Colorado Division<br>1705 17th Street, Suite 100<br>Denver CO 80202 | **CONTACT NAME:** IMA Denver Team<br>**PHONE (A/C, No, Ext):** 303-534-4567 **FAX (A/C, No):**<br>**E-MAIL ADDRESS:** DenAccountTechs@imacorp.com |
| **INSURED** BRADSTA1<br>Bradbury Stamm Construction, Inc.<br>7110 2nd Street NW<br>Albuquerque, NM 87107 | **INSURER(S) AFFORDING COVERAGE** / **NAIC #**<br>INSURER A : Liberty Mutual Fire Insurance Company 23035<br>INSURER B : Cincinnati Insurance Company 10677<br>INSURER C : Employers Insurance Company of Wausau 21458<br>INSURER D : Ohio Casualty Insurance Company 24074<br>INSURER E :<br>INSURER F : |

**COVERAGES** **CERTIFICATE NUMBER:** 1683176781 **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X **COMMERCIAL GENERAL LIABILITY**<br>[ ] CLAIMS-MADE [X] OCCUR<br>X PD Ded: $5,000<br>X CL, XCU Included<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [X] PRO-JECT [X] LOC<br>[ ] OTHER: | | | TB2Z91466584030 | 5/1/2020 | 5/1/2021 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>$ | $ 2,000,000<br>$ 100,000<br>$ 10,000<br>$ 1,000,000<br>$ 4,000,000<br>$ 4,000,000<br>$ |
| A | **AUTOMOBILE LIABILITY**<br>X ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY<br>[ ] | | | AS2Z91466584020 | 5/1/2020 | 5/1/2021 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>$ | $ 1,000,000<br>$<br>$<br>$<br>$ |
| B | X **UMBRELLA LIAB** X OCCUR<br>**EXCESS LIAB** [ ] CLAIMS-MADE<br>[ ] DED X RETENTION $ 10,000 | | | EUP0576336 | 5/1/2020 | 5/1/2021 | EACH OCCURRENCE<br>AGGREGATE<br>$ | $ 10,000,000<br>$ 10,000,000<br>$ |
| C | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] N / A<br>**(Mandatory in NH)**<br>If yes, describe under DESCRIPTION OF OPERATIONS below | | | WCCZ91466584010 | 5/1/2020 | 5/1/2021 | X PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| D | Excess Second Layer Coverage | | | ECO2157442687 | 5/1/2020 | 5/1/2021 | Each Occurrence<br>Aggregate | $10,000,000<br>$10,000,000 |

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

Automobile Physical Damage Coverage: Policy #AS2Z91466584020
Effective Dates: 05/01/20-05/01/21 Insurer A: See Above
Deductibles: $2,500 Comprehensive; $2,500 Collision

See Attached...

**CERTIFICATE HOLDER**

City of Santa Fe
200 Lincoln Avenue
P.O. Box 909
Santa Fe NM 87504-0909
USA

**CANCELLATION**

**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**

**AUTHORIZED REPRESENTATIVE**



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AGENCY CUSTOMER ID: BRADSTA1

LOC #:

# ADDITIONAL REMARKS SCHEDULE



| AGENCY | | NAMED INSURED |
|---|---|---|
| IMA, Inc. - Colorado Division | | Bradbury Stamm Construction, Inc.<br>7110 2nd Street NW<br>Albuquerque, NM 87107 |
| POLICY NUMBER | | |
| CARRIER | NAIC CODE | EFFECTIVE DATE: |

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Builders Risk Coverage: Policy #QT6608F330853TIL20
Effective Dates: 05/01/20-05/01/21 Insurer: Travelers Property Casualty Co of Amer
$5,000,000 Frame; $5,000,000 Joisted Masonry; $60,000,000 Non-Combustible
$60,000,000 Masonry Non-Combustible, Modified Fire Resistive, or fire Resistive
$15,000,000 Roadwork, Utility Work, Site Work; $5,000,000 Solar Installation; $1,000,000 Temporary Storage; $1,000,000 Property in Transit
$5,000 Deductible

Installation Floater Coverage: Policy#QT6306J780972TIL20
Effective Dates: 05/01/20-05/01/21 Insurer: Travelers Property Casualty Co of Amer
$1,000,000 Any One Location Limit; $250,000 Transit Limit; $250,000 Temporary Location Limit; SPC Form
$1,000,000 Flood (Excluded in Zones A, D, V, XFUT);
$1,000,000 Earth Movement (Excluded in High Hazard Zones);
Deductible:
$5,000 Per Occurrence - All Other Causes of Loss
$25,000 Per Occurrence - Flood & Earth Movement

Professional/Pollution Liability Coverage: Policy #CEO744690604
Effective Dates: 05/01/20-05/01/21 Insurer: Indian Harbor Insurance Company
$1,000,000 Professional Limit; $50,000 Deductible
$3,000,000 Pollution Limit; $50,000 Deductible
$1,000,000 Protective Loss Limit; $50,000 Deductible

Leased and Rented Equipment: Policy #QT6306J780972TIL20
Effective Dates: 05/01/20-05/01/21 Insurer: Travelers Property Casualty Co of Amer
$1,000,000 Limit; $1,000 Deductible; Replacement Cost

Crime Coverage: Policy #105606701
Effective Dates: 05/01/20-05/01/21 Insurer: Travelers Casualty and Surety Co of Amer
$1,000,000 Limit; $25,000 Deductible

RE: Paseo Real Wastewater Treatment Plant Anaerobic Digester Project; Project job #1808.
The Umbrella Policy is excess of the General Liability, Automobile Liability, and Employers Liability Policies.


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# City of Santa Fe

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

## BUSINESS REGISTRATION

**Business Name:** BRADBURY STAMM CONSTRUCTION CO
DBA: BRADBURY STASMM CONSTRUCTION CO

**Business Location:** 7110 2ND ST
ALBUQUERQUE, NM 87107

**Owner:** JAMES KING

**License Number:** 227459

**Issued Date:** March 09, 2021

**Expiration Date:** March 09, 2022

**License Type:** Business License - Renewable

**Classification:** Out of Jurisdiction Contractor - General

**Fees Paid:** $10.00

BRADBURY STAMM CONSTRUCTION CO
7110 2ND ST NW
ALBUQUERQUE, NM 87107

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

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

**TO BE POSTED IN A CONSPICUOUS PLACE**

ITEM # 18-0835

# AGREEMENT BETWEEN
# THE CITY AND CONTRACTOR

## WASTEWATER TREATMENT PLANT
## ANAEROBIC DIGESTERS CONTRACT CIP #950

**THIS AGREEMENT** dated July 25, 2018 is made and entered into by and between the CITY OF SANTA FE, a New Mexico municipal corporation, hereinafter called the "City", and Bradbury Stamm Construction, Inc. hereinafter called the "Contractor". The date of this Agreement shall be the date when it is executed by the City and the Contractor whichever occurs last.

The City and the Contractor agree as follows:

1. **THE CONTRACT DOCUMENTS:** The Contract Documents shall mean the Advertisement for Bids, Information to Bidders, Minimum Wage Rates, Addenda, Bid Bond, Bid Form, Subcontractor Listing, this Construction Contract, Performance Bond, Labor and Material Bond, Notice of Award, Notice to Proceed, General Conditions, Special Conditions, any Supplemental Conditions, Specifications, Plans and Drawings and everything else bound in these documents and are incorporated and made a part of this Construction Contract.

2. **SCOPE OF WORK:** The work under this Contract is located at the City of Santa Fe's Wastewater Treatment Plant at 73 Paseo Real, Santa Fe, NM. The work consists of furnishing all equipment, labor, and materials for construction of the **Paseo Real Wastewater Treatment Plant Anaerobic Digesters C.I.P # 950** in accordance with the Contract Documents. The work consists of the construction of 2 new anaerobic digesters, associated equipment building, power cogeneration equipment including biogas conditioning system, and the installation of a new belt filter press for biosolids dewatering. Project includes reinforced structural concrete, steel digester covers, masonry, precast concrete roof, miscellaneous metals, process equipment, plumbing, HVAC, electrical, instrumentation and controls, painting, demolition of existing concrete structures, excavation, backfill, yard piping, sidewalks and asphalt as specified and/or shown within the Contract documents.

3. **STANDARD OF PERFORMANCE – LICENSES:**

A. The Contractor represents that it possesses the experience and knowledge necessary to perform the services described under this agreement.

B. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional, contractor and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

4. **CONTRACT PRICE:**

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed thirteen million eight hundred sixty nine thousand one hundred fifty six dollars and twenty five cents ($13,869,156.25), inclusive of applicable New Mexico Gross Receipts Tax.

B. The Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums paid under this Agreement.

5. **TERM AND EFFECTIVE DATE:** This Agreement shall be effective when signed by the City and shall terminate three hundred (300) calendar days from the start date specified in the Notice to Proceed to Substantial Completion, unless sooner pursuant to Article 6 below.

6. **TERMINATION:**

A. This Agreement may be terminated by the City upon 10 days written notice to the Contractor.

(1) The Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the City original copies of all work product, research or papers prepared under this Agreement.

(2) If compensation is not based upon hourly rates for services rendered, the City shall pay the Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination, and for which compensation has not already been paid.

(3) If compensation is based upon hourly rates and expenses, then Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

7. **PAYMENT & PROGRESS PAYMENTS**: Based upon Application for Payment submitted to the City by the Contractor in accordance with the approved Schedule of Values, and Certificates for Payment issued by the City, the City shall make progress payments on account of the Contract sum to the Contractor as provided in Section 4 of the Special Conditions for the period ending the last day of the month.

8. **SCHEDULE:** The Contractor shall, after receiving the Notice of Award, prepare and submit a schedule for preparation of shop drawings, submittals for City review and construction tasks and sequences. This Schedule shall be submitted to the City and/or Owner's Representative ten (10) working days before the date of the Pre-Construction Meeting.

9. **LIQUIDATED DAMAGES:** The Contract time for completion of the Work in connection with the Project is of essence to the Construction Contract. Should the Contractor neglect, refuse or fail to complete the Work within the time herein agreed upon, after giving effect to extensions of time agreed to by the City in writing, the Contractor agrees to pay the City, as Liquidated Damages, the amounts listed in the Schedule of Liquidated Damages in Section 15 of the General Conditions.

10. **APPROPRIATIONS:** The terms of this agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this agreement. If the City does not make sufficient appropriations and authorization, this Agreement shall

terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

11. **INSURANCE REQUIREMENTS:** See Appendix A for Insurance Requirements.

12. **STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS:**

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

B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by Contractor in the performance of the services under this Agreement.

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

13. **CONFIDENTIALITY:** Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

14. **CONFLICT OF INTEREST:** The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

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

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

17. **THIRD PARTY BENEFICIARIES:** By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the

City and the Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

18. **RECORDS AND AUDIT:** The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

19. **APPLICABLE LAW; CHOICE OF LAW; VENUE:** Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

20. **AMENDMENT:** This Agreement shall not be altered, changed or modified except by a Contract Change Order executed by the parties hereto.

21. **SCOPE OF AGREEMENT:** This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

22. **NON-DISCRIMINATION:** During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

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

24. **ASSIGNMENT; SUBCONTRACTING:** The Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the City. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City.

25. **RELEASE:** The Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims

and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City to any obligation not assumed herein by the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

26. **NOTICES:** Any and all notices provided for hereunder shall be in writing and shall be served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

| | | |
|---|---|---|
| CITY | City of Santa Fe<br>Wastewater Management Division<br>73 Paseo Real<br>Santa Fe, New Mexico 87507 | CONTRACTOR<br>Bradbury Stamm Construction, Inc.<br>7110 2nd Street NW<br>Albuquerque, NM 87107 |

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: 8/1/18

CONTRACTOR:
Bradbury Stamm Construction, Inc

NAME & TITLE
Cynthia Schultz, CEO

DATE: 8/3/2018

NM Taxation & Revenue
CRS # 01-107415-00-09
City of Santa Fe Business
Registration # 18-00110079

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
cc mtg. 7/25/18

APPROVED AS TO FORM:

6/25
CITY ATTORNEY

APPROVED AS TO FORM:

07/31/18
FINANCE DIRECTOR

BUSINESS UNIT/LINE ITEM 52468.572960

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

ITEM # 19-0228

**Change Order No. 01**

| | | | |
|---|---|---|---|
| Date of Issuance: | February 5, 2019 | Effective Date: | February 5, 2019 |
| Owner: | City of Santa Fe, NM | Owner's Contract No.: | CIP #950 |
| Contractor: | Bradbury Stamm Construction | Contractor's Project No.: | 1808 |
| Engineer: | HDR Engineering, Inc. | Engineer's Project No.: | 10029382 |
| Project: | Paseo Real Wastewater Treatment Plant – Anaerobic Digesters | Contract Name: | Paseo Real Wastewater Treatment Plant – Anaerobic Digesters |

The Contract is modified as follows upon execution of this Change Order:

Description: Change order includes the following: MCR #1 - resize heat exchangers; MCR #2 - increase size of digester manways; MCR #3 - time extension for unforeseen site conditions during demolition; MCR #4 - change valve motor actuators from Auma to Rotork; MCR #6 - change materials for drain lines; MCR #7 - change drives on sludge pumps and grinders; MCR #9 - change materials for buried gas lines; MCR #11 - credit for smaller flame arrestors and deletion of exhaust fan VFDs; MCR #12 - change flow meter manufacturer from ABB to Rosemount; MCR #16 - add additional valves on sludge feed lines; and MCR #17 - changes to digester mixing piping per mixing manufacturer's recommendations.

Attachments: *Change Order No. 1 Summary with BSC Pricing Attachments*

| CHANGE IN CONTRACT PRICE | CHANGE IN CONTRACT TIMES |
|---|---|
| Original Contract Price: | Original Contract Times: |
| $ 13,869,156.25 (Inclusive of NMGRT) | 300 Calendar Days |
| [Increase] [Decrease] from previously approved Change Orders – No Previous Change Orders | [Increase] [Decrease] from previously approved Change Orders – No Previous Change Orders |
| $ 0.00 | 0 Calendar Days |
| Contract Price prior to this Change Order: | Contract Times prior to this Change Order: |
| $ 13,869,156.25 (Inclusive of NMGRT) | 300 Calendar Days |
| Decrease of this Change Order: | Increase of this Change Order: |
| $ ($28,040.78) (Inclusive of NMGRT) | 10 Calendar Days |
| Contract Price incorporating this Change Order: | Contract Times with all approved Change Orders: |
| $ 13,841,115.47 (Inclusive of NMGRT) | 310 Calendar Days |

| RECOMMENDED: | ACCEPTED: | ACCEPTED: |
|---|---|---|
| By: | By: | By: |
| Engineer (if required) | Owner (Authorized Signature) | Contractor (Authorized Signature) |
| Title: Municipal Principal | Title Mayor | Title Project Manager |
| Date: 4/11/19 | Date 4/1/19 | Date 4/5/19 |

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: 4/1/19

CONTRACTOR:
Bradbury Stamm Construction, Inc.

Project Manager
NAME & TITLE

DATE: 4/5/19

CRS # 01-107415-009
Business Registration # 17-00110079 (S.F. bus licence)
BRC-2002-275162 (COA business registration)

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
cc mtg. 3/27/2019

APPROVED AS TO FORM:

2/26
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

Business Unit Line Item
~~523468.572960~~
523468.572970

ITEM # 19-0389

**Change Order No. 02**

| | | | |
|---|---|---|---|
| Date: | March 22,2019 | Effective Date: | Upon approval by City Council |
| Owner: | City of Santa Fe, NM | Owner's Contract No.: | CIP #950 |
| Contractor: | Bradbury Stamm Construction | Contractor's Project No.: | 1808 |
| Engineer: | HDR Engineering, Inc. | Engineer's Project No.: | 10029382 |
| Project: | Paseo Real Wastewater Treatment Plant – Anaerobic Digesters | Contract Name: | Paseo Real Wastewater Treatment Plant – Anaerobic Digesters |

The Contract Item#18-0835 is modified as follows upon execution of this Change Order:

Change order includes the following: Replace existing belt filter press (BFP-02) along with ancillary equipment within the existing sludge dewatering facility. The contract term will be increased by 190 days.

Attachments: *Change Order No. 2 Summary with BSC Pricing Attachments*

| CHANGE IN CONTRACT PRICE | CHANGE IN CONTRACT TIMES |
|---|---|
| Original Contract Price: | Original Contract Times: |
| $ 13,869,156.25 (inclusive of NMGRT) | 300 Calendar Days |
| Increase [Decrease] from previously approved Change Orders – No Previous Change Orders | Increase [Decrease] from previously approved Change Orders – No Previous Change Orders |
| $ ($28,040.77) (inclusive NMGRT) | 10 Calendar Days |
| Contract Price prior to this Change Order: | Contract Times prior to this Change Order: |
| $ 13,841,115.48 (inclusive of NMGRT) | 310 Calendar Days |
| Increase of this Change Order: | Increase of this Change Order: |
| $ 536,585.85 (inclusive NMGRT) | 190 Calendar Days |
| Contract Price incorporating this Change Order: | Contract Times with all approved Change Orders: |
| $ $14,377,701.33 (inclusive NMGRT) | 500 Calendar Days |

| RECOMMENDED: | ACCEPTED: | ACCEPTED: |
|---|---|---|
| By: _____ | By: _____ | By: _____ |
| Engineer (if required) | Owner (Authorized Signature) | Contractor (Authorized Signature) |
| Title: _____ | Title Mayor | Title CEO |
| Date: _____ | Date 5/31/19 | Date 6/7/19 |

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: 5/31/19

CONTRACTOR:
Bradbury Stamm Construction, Inc.

NAME & TITLE

DATE: 6/7/19

CRS # 01-107415-00-09
Business Registration # 19-00110079

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
CC mtg. 5/29/2019

APPROVED AS TO FORM:

4/24
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

Business Unit Line Item
52468.572970

ITEM # 19-0642

**Change Order No. 03**

| | | | |
|---|---|---|---|
| Date of Issuance: | June 11, 2019 | Effective Date: | June 11, 2019 |
| Owner: | City of Santa Fe, NM | Owner's Contract No.: | CIP #950 |
| Contractor: | Bradbury Stamm Construction | Contractor's Project No.: | 1808 |
| Engineer: | HDR Engineering, Inc. | Engineer's Project No.: | 10029382 |
| Project: | Paseo Real Wastewater Treatment Plant – Anaerobic Digesters | Contract Name: | Paseo Real Wastewater Treatment Plant – Anaerobic Digesters |

The Contract is modified as follows upon execution of this Change Order:

Description: Change order includes the following: MCR #5 - Flow meters for belt filter presses; MCR #8 - delete local control panels for hot water pumps; MCR #10 - SCADA connection for digester cover lid position indicator; MCR #13 - change workstations HP to Dell; MCR #18 - insulation for buried hot water return and hot water supply piping; MCR #19 - additional administration building modifications above the allowance included in the bid; MCR #22 - delete FRP panels and seal CMU inside the equipment building; MCR #24 - coat existing belt filter press dewatering room; and MCR #27 - change FIT 203/204 to electronic flow meters.

Attachments: *Change Order No. 3 Summary with BSC Pricing Attachments.*

| CHANGE IN CONTRACT PRICE | CHANGE IN CONTRACT TIMES |
|---|---|
| Original Contract Price: | Original Contract Times: |
| $ 13,869,156.25 (Inclusive of NMGRT) | 300 Calendar Days |
| Increase from previously approved Change Orders – No Previous Change Orders | Increase from previously approved Change Orders – No Previous Change Orders |
| $ 508,545.07 (Inclusive of NMGRT) | 200 Calendar Days |
| Contract Price prior to this Change Order: | Contract Times prior to this Change Order: |
| $ 14,377,701.32 (Inclusive of NMGRT) | 500 Calendar Days |
| Increase of this Change Order: | Increase of this Change Order: |
| $ 165,593.80 (Inclusive of NMGRT) | 0 Calendar Days |
| Contract Price incorporating this Change Order: | Contract Times with all approved Change Orders: |
| $ 14,543,295.12 (Inclusive of NMGRT) | 500 Calendar Days |

| RECOMMENDED: | ACCEPTED: | ACCEPTED: |
|---|---|---|
| By: | By: | By: |
| Engineer (if required) | Owner (Authorized Signature) | Contractor (Authorized Signature) |
| Title: Manager Principal | Title | Title Project Manager |
| Date: 7/10/19 | Date | Date 7/8/19 |

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: 8/2/19

CONTRACTOR:
Bradbury Stamm Construction, Inc.

Project Manager
NAME & TITLE

DATE: 7/8/19

CRS # 01-107415-00-09
Business Registration # 19-00110079

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
CC Mtg. 7-31-19

APPROVED AS TO FORM:

6/14/19
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

for M. McCoy 26.02.19
MARY MCCOY, FINANCE DIRECTOR

Business Unit Line Item
52468.572970

ITEM # 20-0322

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

**Change Order No. 04**

| | | | |
|---|---|---|---|
| Date of Issuance: | May 14, 2020 | Effective Date: | May 14, 2020 |
| Owner: | City of Santa Fe, NM | Owner's Contract No.: | CIP #950 |
| Contractor: | Bradbury Stamm Construction | Contractor's Project No.: | 1808 |
| Engineer: | HDR Engineering, Inc. | Engineer's Project No.: | 10029382 |
| Project: | Paseo Real Wastewater Treatment Plant – Anaerobic Digesters | Contract Name: | Paseo Real Wastewater Treatment Plant – Anaerobic Digesters |

The Contract is modified as follows upon execution of this Change Order:

Description: Change order includes the following: MCR #20 – Connection of Foam Separator to SCADA/power; MCR #25 – Additional Power Conduits at Gas Cleaning; MCR #26 – RFI #57 Additional Valves on Yard Piping; MCR #28 – Credit for Digester Ramp Deletion; MCR #29 – RFI #46 Additional Plug Valves; MCR #31 – Working with HEI on Fiber Optic; MCR #32 – RFI #8 Credit for Digester Lid Coatings; MCR #33 – Owner Directed Changes to Server Room; MCR #35 – RFIs #91-93 Modifications to MCC; MCR #37 – Additional I/O for LCP-201; MCR #38 – Hot tap for the 12" OF line; MCR #40 – Installation of Air Release on Sludge and HW Piping; MCR #41 – Start-up Costs through 3-31-20; MCR #43 – Load Banks for Generator Start-up; MCR #44 – Spare Parts for Existing Belt Press; MCR #45 PW for Flush Water at Chopper Pumps; MCR #47 – Finalize Bypass Line and MCR #49 – Retaining Wall.

Attachments: *Change Order No. 4 Summary with BSC Pricing Attachments.*

| CHANGE IN CONTRACT PRICE | CHANGE IN CONTRACT TIMES |
|---|---|
| Original Contract Price: | Original Contract Times: |
| $ 13,869,156.25 (Inclusive of NMGRT) | 300 Calendar Days |
| Increase from previously approved Change Orders No. 01 to No. 03. | Increase from previously approved Change Orders No. 01 to No. 03. |
| $ 674,138.87 (Inclusive of NMGRT) | 200 Calendar Days |
| Contract Price prior to this Change Order: | Contract Times prior to this Change Order: |
| $ 14,543,295.12 (Inclusive of NMGRT) | 500 Calendar Days |
| Increase of this Change Order: | Increase of this Change Order: |
| $ 288,280.59 (Inclusive of NMGRT) | 74 Calendar Days |
| Contract Price incorporating this Change Order: | Contract Times with all approved Change Orders: |
| $ 14,831,575.71 (Inclusive of NMGRT) | 574 Calendar Days |

| RECOMMENDED: | ACCEPTED: | ACCEPTED: |
|---|---|---|
| By: _____ | By: _____ | By: _____ |
| Engineer (if required) | Owner (Authorized Signature) | Contractor (Authorized Signature) |
| Title: _____ | Title _____ | Title Project Manager |
| Date: _____ | Date _____ | Date 5/18/20 |

# City of Santa Fe
## Wastewater Treatment Plant – Anaerobic Digesters
## Change Order No. 4 Summary

| MCR No. | Description | Change in Price (Excluding NMGRT) | Change in Price (Including NMGRT) | Change in Time (Calendar Days) |
|---|---|---|---|---|
| 20 | Connection of Foam Separator to SCADA/power | $25,426.30 | $27,571.64 | 9 |
| 25 | Additional Power Conduits at Gas Cleaning | $63,897.32 | $69,288.66 | 38 |
| 26 | RFI #57 Additional Valves on Yard Piping | $14,668.10 | $15,905.72 | 0 |
| 28 | Credit for Digester Ramp Deletion | ($17,694.44) | ($19,187.41) | 0 |
| 29 | RFI #46 Additional Plug Valves | $9,480.42 | $10,280.33 | 0 |
| 31 | Working with HEI on Fiber Optic | ($11,071.34) | ($12,005.48) | 0 |
| 32 | RFI #8 Credit for Digester Lid Coatings | ($3,232.40) | ($3,505.13) | 0 |
| 33 | Owner Directed Changes to Server Room | $6,622.74 | $7,181.53 | 0 |
| 35 | RFIs #91-93 Modifications to MCC | $5,103.30 | $5,533.89 | 2 |
| 37 | Additional I/O for LCP-201 | $9,592.76 | $10,402.15 | 2 |
| 38 | Hot tap for the 12" OF Line | $7,002.63 | $7,593.48 | 0 |
| 40 | Installation of Air Release on Sludge and HW Piping | $5,679.90 | $6,159.14 | 0 |
| 41 | Start-up Costs through 3-31-20 | $52.369.95 | $56,788.66 | 7 |
| 43 | Load Banks for Generator Start-up | $42,204.67 | $45,765.69 | 0 |
| 44 | Spare Parts for Existing Belt Press | $20,660.43 | $22,403.65 | 0 |
| 45 | PW for Flush water at Chopper Pumps | $1,017.40 | $1,103.24 | 0 |
| 47 | Finalize Bypass Line | $7,931.03 | $8,600.21 | 0 |
| 49 | Retaining Wall | $26,190.77 | $28,400.62 | 16 |
| | **Total Change Order No. 04** | **$265,849.54** | **$288,280.59** | **74** |

**Bradbury Stamm Construction Pricing Attachments:**

- Modification / Change Request (MCR) #20 Dated 10/14/19
- Modification / Change Request (MCR) #25 Dated 4/7/20
- Modification / Change Request (MCR) #26 Dated 1/13/20
- Modification / Change Request (MCR) #28 Dated 8/12/19
- Modification / Change Request (MCR) #29 Dated 8/12/19
- Modification / Change Request (MCR) #31 Dated 3/9/20
- Modification / Change Request (MCR) #32 Dated 8/12/19
- Modification / Change Request (MCR) #33 Dated 8/27/19
- Modification / Change Request (MCR) #35 Dated 10/15/19
- Modification / Change Request (MCR) #37 Dated 10/16/19
- Modification / Change Request (MCR) #38 Dated 10/22/19
- Modification / Change Request (MCR) #40 Dated 1/13/20
- Modification / Change Request (MCR) #41 Dated 5/4/20
- Modification / Change Request (MCR) #43 Dated 4/1/20
- Modification / Change Request (MCR) #44 Dated 4/2/20
- Modification / Change Request (MCR) #45 Dated 5/4/20
- Modification / Change Request (MCR) #47 Dated 5/4/20
- Modification / Change Request (MCR) #49 Dated 5/4/20

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: 5/31/19

CONTRACTOR:
Bradbury Stamm Construction, Inc.

NAME & TITLE

DATE: 6/7/19

CRS # 01-107415-00-09
Business Registration # 19-00110079

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
CC mtg. 5/29/2019

APPROVED AS TO FORM:

4/24
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

Business Unit Line Item
52468.572970

**ACTION SHEET**
**PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 03/29/2021**

**ISSUE NO. 7j**

Request for Approval of Change Order No. 5 with Bradbury Stamm Construction, Inc. to increase the duration by adding 653 days, no additional funding is being requested. (Michael Dozier, Wastewater Division Director, mldozier@santafenm.gov)

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

**PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Pulled by Councilor Vigil Coppler for an update. Approved unanimously to forward to 4/5/2021 Finance 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 | | |

City of Santa Fe, New Mexico

# memo

**DATE:** March 25, 2021

**TO:** Public Works and Utilities Committee

**VIA:** Regina Wheeler (Mar 25, 2021 11:25 MDT)
Regina Wheeler, Public Works Department Director

**FROM:** David A. Chapman Grant Administrator DAC

**ISSUE:** Request approval of State of New Mexico issued Severance Tax Bond (STB) Fund Grant Agreements for the following three projects:

20-E2735, $750,000.00 Appropriation Revision Date: 30-JUN-2024
Laws of 2020, Chapter 81, Section 35, Para. 391, Seven Hundred Fifty Thousand Dollars ($750,000.00) to purchase and equip electric vehicles and to plan, design, construct and improve charging infrastructure in Santa Fe in Santa Fe County. We expect to purchase (23) electric vehicles and a sufficient number of charging stations with this funding. The City's Fleet Management Division is working with the Sustainability Planner to purchase electric vehicles and install charging infrastructure to best meet City needs and leverage the funding. The vehicles and charging stations will be placed on City owned property.

20-E2740, $363,700.00 Appropriation Reversion Date: 30-JUN-24
Laws of 2020, Chapter 81, Section 35, Para. 396, Three Hundred Sixty Three Thousand Seven Hundred Dollars ($363,700.00) to plan, design, construct, furnish and equip renovations, including air conditioning and roof repairs, to the municipal court in Santa Fe, In Santa Fe County. After Arts in Public Places (AIPP) deduction of 1% ($3,637.00), the net grant amount is **$360,700.00.** The bulk of this appropriation will be spent on roofing and HVAC. In 2019, the State Legislature awarded the City $117,000 to install bulletproof windows in the municipal at the customer service windows in the lobby. The grant number was 19-D3204.

20-E2744, $3,910,000.00 Appropriation Reversion Date: 30-JUN-2024
Laws of 2020, Chapter 81, Section 35, Para. 400, Three Million Nine Hundred Ten Thousand Dollars ($3,910,000.00) to plan, design, construct, purchase, furnish and equip a new Southside Teen and Resource Center in Santa Fe in Santa Fe County. After an AIPP deduction of 1% ($39,100.00), the net grant amount is **$3,870,900.00.** This will go towards construction. In 2019, the State Legislature awarded the City $1,089,000 for this project. That grant number was 19-D3210.

**SUMMARY** The State of New Mexico issued these Severance Tax Bond Agreements to the City of Santa Fe in February 2021. The grants do not require matching funds and funds are provided on a reimbursement basis. In addition to acting as fiscal agent, city staff will act as project managers for these projects.

**ACTION:** Please recommend to the Finance Committee approval of these State of New Mexico Severance Tax Bond Agreements.

**Enclosures:** State Severance Tax Bond Agreements: 20-E2735, 20-E2740 and 20-E2744 BARS

| | |
|---|---|
| Log # *(Finance use only)*: | |
| Journal # *(Finance use only)*: | |

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

| DEPARTMENT / DIVISION NAME | | | | | DATE |
|---|---|---|---|---|---|
| Finance Department | | | | | 3/25/2021 |
| **ITEM DESCRIPTION** | **ORG** | **OBJECT** | **PROJECT** | **INCREASE** | **DECREASE** |
| **EXPENDITURES** | | | | *(enter as positive #)* | *(enter as negative #)* |
| Vehicles < 1.6 | 3459881 | 570950 | Project Id. FA345B Grant Id: s2116 | 659,068 | |
| Equipment & Machinery | 3459881 | 570500 | Project Id. FA345B Grant Id: s2116 | 91,932 | |
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| **REVENUES** | | | | *(enter as negative #)* | *(enter as positive #)* |
| NM Dept. of Finance & Admin. | 3459881 | 460210 | | (750,000) | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
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| | | | | $ - | $ - |

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

This funding is from a State of NM Severance Tax Bond (STB) Appropriation Project Electric Vehicles 20-E2735.

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

David A. Chapman
David A. Chapman (Mar 25, 2021 10:51 MDT)
Prepared By *(print name)* — Date: Mar 25, 2021

Division Director Signature *(optional)* — Date

Regina A. Wheeler
Department Director Signature — Date: Mar 25, 2021

*(Use this form for Finance Committee/ City Council agenda items ONLY)*

**CITY COUNCIL APPROVAL**

City Council Approval Date:

Agenda Item #:

AJH
A.J. (Mar 25, 2021 16:39 MDT)
Alexis C. Lotero
Budget Officer — Date

Finance Director *(≤ $5,000)* — Date

City Manager *(≤ $60,000)* — Date

| | |
|---|---|
| Log # *(Finance use only)*: | |
| Journal # *(Finance use only)*: | |

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

| DEPARTMENT / DIVISION NAME | DATE |
|---|---|
| Finance Department | |

| ITEM DESCRIPTION | ORG | OBJECT | PROJECT | INCREASE | DECREASE |
|---|---|---|---|---|---|
| **EXPENDITURES** | | | | *(enter as positive $)* | *(enter as negative $)* |
| WIP Construction | 3209980 | 572970 | Project Id: FA320C Grant Id: S2119 | 380,083 | |
| | | | | | |
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| **REVENUES** | | | | *(enter as negative $)* | *(enter as positive $)* |
| NM Dept. of Finance & Admin. | 3209980 | 480210 | | (380,083) | |
| | | | | | |
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| | | | | | |
| | | | | | |
| | | | | | |
| | | | | $ - | $ - |

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

This funding is from a State of NM Severance Tax Bond (STB) Appropriation project Municipal Court Roofing & Renovations 20-E2740.

The actual grant amount was $383,700.00 but $3,637.00 was automatically deducted by the state for Arts in Public Places (AIPP).

*(Complete section below if BAR results in a net change to ANY Fund)*

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

David A. Chapman
David A. Chapman (Mar 25, 2021 10:53 MDT)
Prepared By *(print name)* Mar 25, 2021 Date

Division Director Signature *(optional)* Date

Regina Wheeler (Mar 25, 2021 16:22 MDT)
Regina A. Wheeler
Department Director Signature Mar 25, 2021 Date

*(Use this form for Finance Committee/ City Council agenda items ONLY)*

**CITY COUNCIL APPROVAL**

City Council Approval Date

Agenda Item #:

AJH
AJH (Mar 25, 2021 16:36 MDT)
Alexis C. Lotero
Budget Officer Mar 25, 2021 Date

Finance Director *(≤ $5,000)* Date

City Manager *(≤ $50,000)* Date

| | |
|---|---|
| Log # *(Finance use only)*: | |
| Journal # *(Finance use only)*: | |

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

| DEPARTMENT / DIVISION NAME | DATE |
|---|---|
| Finance Department | |

| ITEM DESCRIPTION | ORG | OBJECT | PROJECT | INCREASE | DECREASE |
|---|---|---|---|---|---|
| **EXPENDITURES** | | | | *(enter as positive #)* | *(enter as negative #)* |
| WIP Construction | 3209880 | 572970 | Project Id: FA183200T Grant Id: S2120 | 3,870,900 | |
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| | | | | | |
| **REVENUES** | | | | *(enter as negative #)* | *(enter as positive #)* |
| NM Dept. of Finance & Admin. | 3209880 | 460210 | | (3,870,900) | |
| | | | | | |
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| | | | | $ - | $ - |

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

This funding is from a State of NM Severance Tax Bond (STB) Appropriation project Southside Teen and Resource Center 20-E2744.
The actual grant amount was $3,910,000.00 but $39,100.00 was automatically deducted by the state for Arts in Public Places (AIPP).

*(Complete section below if BAR results in a net change to ANY Fund)*

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

David A. Chapman
David A. Chapman (Mar 25, 2021 10:53 MDT)
David A. Chapman
Prepared By *(print name)* Mar 25, 2021 — Date

Division Director Signature *(optional)* — Date

Regina Wheeler (Mar 25, 2021 16:22 MDT)
Regina A Wheeler
Department Director Signature — Date
Mar 25, 2021

*(Use this form for Finance Committee/ City Council agenda items ONLY)*

**CITY COUNCIL APPROVAL**

City Council Approval Date:

Agenda Item #:

Alexis C. Lotero
Budget Officer — Date
Mar 25, 2021

Finance Director *(≤ $5,000)* — Date

City Manager *(≤ $60,000)* — Date

**STATE OF NEW MEXICO**
**DEPARTMENT OF FINANCE AND ADMINISTRATION**
**FUND 89200 CAPITAL APPROPRIATION PROJECT**

**THIS AGREEMENT** is made and entered into as of this____day of_____, 20___, by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Room 202, Santa Fe, New Mexico, 87501, hereinafter called the "Department" or abbreviation such as "DFA/LGD", and the **City of Santa Fe**, hereinafter called the "Grantee." This Agreement shall be effective as of the date it is executed by the Department.

## RECITALS

**WHEREAS**, in the Laws of 2020, Chapter 81, Section 35, Para. 391, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

**WHEREAS**, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

**WHEREAS**, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation;

## AGREEMENT

**NOW, THEREFORE,** in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

### ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

**20-E2735 $750,000.00 Appropriation Reversion Date: 30-JUN-24**
**Laws of 2020, Chapter 81, Section 35, Para. 391, Seven Hundred Fifty Thousand Dollars ($750,000.00) to purchase and equip electric vehicles and to plan, design, construct and improve charging infrastructure in Santa Fe in Santa Fe county.**

The Grantee's total reimbursements shall not exceed Seven Hundred Fifty Thousand Dollars ($750,000.00) (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")[1], if applicable, Zero Dollars ($0.00), which equals Seven Hundred Fifty Thousand Dollars ($750,000.00) (the "Adjusted Appropriation Amount").

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I (A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I (A) is referred to collectively throughout the remainder of this Agreement as the "Project Description". The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

## ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse[2] Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

(i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and

(ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and

(iii) The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and

(iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and

(v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:

a. must be approved by the applicable oversight entity (if any) in accordance with law; or

b. if no oversight entity is required to approve of the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with New Mexico State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

[1] The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars ($200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars ($100,000)." Section 13-4A-4 NMSA 1978.

[2] "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

(vi) The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**
b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.
c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.
d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.
C. Project funds shall not be used for purposes other than those specified in the Project Description.
D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

## ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee designates the person(s) listed below, or their successor as their official representative(s) concerning all matters related to this Agreement.

| | |
|---|---|
| Grantee | City of Santa Fe |
| Name | David A. Chapman |
| Title | Grant Administrator - Writer |
| Address | P. O. Box 909, Santa Fe, NM 87504-0909 |
| Email | dachapman@santafenm.gov |
| Telephone | 505-955-2010 |

The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement.

| | |
|---|---|
| Grantee | City of Santa Fe |
| Name | David A. Chapman |
| Title | Grant Administrator - Writer |
| Address | P. O. Box 909, Santa Fe, NM 87504-0909 |
| Email | dachapman@santafenm.gov |
| Telephone | 505-955-2010 |

The Department designates the persons listed below, or their successors, as Points of Contact for matters related to this Agreement.

| | |
|---|---|
| Department | DFA/Local Government Division |
| Name | Maria Urban |
| Title | Project Manager |
| Address | Bataan Memorial Bldg. Rm 202, Santa Fe, NM 87501 |
| Email | maria.urban@state.nm.us |
| Telephone | 505-827-8061 |

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by email, or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

## ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

A. As referenced in Article I (A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **June 30, 2024**, the Reversion Date, unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are ***not*** expended and an expenditure has ***not*** occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

## ARTICLE V. EARLY TERMINATION

### A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

(i) Termination due to completion of the Project before the Reversion Date; or

(ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or

(iii)Termination for violation of the terms of this Agreement; or

(iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V (A).

**B. Early Termination Before Reversion Date Due to Non-Appropriation**

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V (B).

**C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination**

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

## ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

(i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and

(ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and

(iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI (D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

**D. Corrective Action Plan in the Event of Suspension**

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI (A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

## ARTICLE VII. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

## ARTICLE VIII. REPORTS

A. **Database reporting**

The Grantee shall report monthly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (http://cpms.dfa.state.nm.us). Additionally, the Grantee shall certify on the Request for Payment form (exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give the Grantee with a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Monthly reports shall be due on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of the final request for reimbursement for the Project.

B. **Requests for Additional Information/Project Inspection**

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

(i) request such additional information regarding the Project as it deems necessary; and

(ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project. Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

## ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 1. Payment requests are subject to the following procedures:

(i) The Grantee must submit a Request for Payment; and

(ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or the liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.

(iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of the acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

**C. Deadlines**

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

(i) Immediately as they are received by the Grantee but at a minimum of thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or

(ii) July 15 of each year for all unreimbursed incurred during the previous fiscal year; or

(iii) Twenty (20) days from the date of Early Termination; or

(iv) Twenty (20) days from the reversion date.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

## ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Project:

(i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).

(ii) The project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars ($60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.

(iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, "Anti-Donation Clause."

(iv) The Grantee shall not for a period of 10 years, from the date of this agreement convert any property acquired, built, renovated, required, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance written approval, which may include requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.

(v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

(i) The Grantee has the legal authority to receive and expend the Project's funds.

(ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.

(iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.

(iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.

(v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.

(vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

(vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

## ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of five (5) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

## ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

## ARTICLE XIII. LIABILITY

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

## ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

## ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges, warrants, and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the **City of Santa Fe** may immediately terminate this Agreement by giving Contractor written notice of such termination. The **City of Santa Fe's** decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the **City of Santa Fe**, the Department of Finance and Administration, Local Government Division (DFA/LGD), or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the **City of Santa Fe** or the Department."

## ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges, warrants, and agrees that Grantee shall include the following or a termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

"This contract is funded in whole or in part by funds made available under DFA/LGD Grant Agreement. Should DFA/LGD early terminate the grant agreement, the **City of Santa Fe** may early terminate this

contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the **City of Santa Fe's** only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

## ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

A. Throughout the term of this Agreement, Grantee shall:

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V (A) of this Agreement.

## ARTICLE XVIII. SEVERANCE TAX BOND PROJECT AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this agreement is subject to the SBOF's Bond Project Disbursements

rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.]

[THIS SPACE LEFT BLANK INTENTIONALLY]

**IN WITNESS WHEREOF,** the parties have duly executed Agreement as of the date of execution by the Department.

**GRANTEE**

_____
Entity Name

By:_____
(Type or Print Name)

Its:_____
(Type or Print Title)

_____
Signature of Official with Authority to Bind Grantee

_____
Date

**DEPARTMENT OF FINANCE AND ADMINISTRATION**
**LOCAL GOVERNMENT DIVISION**

Its: Division Director

_____
Signature

_____
Date

CITY OF SANTA FE

_____
ALAN WEBBER, MAYOR

DATE: _____

ATTEST:

_____
KRISTINE BUSTOS-MIHELCIC,
CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Feb 19, 2021 08:09 MST)

_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY McCOY, FINANCE DIRECTOR

3459981.570950

Electric Vehicles STB 20-1:2735 dac

**STATE OF NEW MEXICO**
**CAPITAL GRANT PROJECT**
**Request for Payment Form**
**Exhibit 1**

## I. Grantee Information

(Make sure information is complete & accurate)

A. Grantee: _____

B. Address: _____

(Complete Mailing, including Suite, if applicable)

_____

City, State, Zip

C. Phone No: _____

D. Grant No: _____

E. Project Title: _____

F. Grant Expiration Date: _____

## II. Payment Computation

A. Payment Request No. _____

B. Grant Amount: _____

C. AIPP Amount *(If Applicable)*: _____

D. Funds Requested to Date: _____

E. Amount Requested this Payment: _____

F. Reversion Amount (*If Applicable*): _____

G. Grant Balance: _____

H. ☐ GF ☐ GOB ☐ STB (*attach wire if first draw*)

I. ☐ Final Request for Payment (*if Applicable*)

## III. Fiscal Year: _____

*(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)*

## IV. ☑ Reporting Certification:

I hereby certify to the best of my knowledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with Article VIII of the Capital Outlay Grant Agreement.

## V. ☑ Compliance Certification:

Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

_____
**Grantee Fiscal Officer**
or **Fiscal Agent** (*if applicable*)

_____
**Grantee Representative**

_____
Printed Name

_____
Printed Name

Date: _____

Date: _____

## (State Agency Use Only)

**Vendor Code:** _____ **Fund No.:** _____ **Loc No.:** _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

_____
Division Fiscal Officer Date

_____
Division Project Manager Date

## NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
## EXHIBIT 2

**Notice of Obligation to Reimburse Grantee #** _____

DATE: _____

TO: Department Representative: _____, _____

FROM: Grantee Entity: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: $ 0.00

*Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.*

Department Rep. Approver: _____

Title: _____

Signature: _____

Date: _____

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

MICHELLE LUJAN GRISHAM
GOVERNOR

DONNIE J. QUINTANA
DIRECTOR

DEBORAH K. ROMERO
ACTING CABINET SECRETARY

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION
Bataan Memorial Building ♦ 407 Galisteo St. ♦ Suite 202 ♦ Santa Fe, NM 87501
PHONE (505) 827-4950 ♦ FAX (505) 827-4948

October 22, 2020

Alan Webber
Mayor, City of Santa Fe
200 Lincoln Ave
Santa Fe, NM 87501

*Re: Special Conditions for City of Santa Fe Capital Outlay Projects, per E.O. 13-006*

Dear Mayor Webber:

Our many thanks to you and the other City of Santa Fe representatives for a very productive meeting on Monday, October 19th, concerning certification of the City of Santa Fe for purposes of the Executive Order 2013-006 and New Mexico Capital Outlay projects. As discussed, in accordance with E.O. 2013-006, the following uniform funding criteria must be met for a Local Government grantee to be eligible to receive a grant of a State Capital Outlay appropriation:

a. for the most recently concluded fiscal year, a grantee must have timely submitted to the federal government all forms and federal single audit documentation required under the federal Single Audit Act of 1984, as amended, and Office of Management and Budget Circular No. A-133, if the due date for the report under federal law has passed. A federal single audit report is timely submitted for purposes of this criterion if submitted by any extended due date granted by the grantee's federal cognizant agency;
b. in the case of a grantee whose most recent federal single audit raises concerns about the grantee's ability to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired with grant funds:
    1. the grantee must have remedied the inadequacies in its accounting methods and procedures to the satisfaction of the State agency making the grant;
    2. **the State agency making the grant must have determined that it can impose and has the resources to implement special grant conditions that adequately address the inadequacies in the grantee's accounting methods and procedures; or**
    3. the State agency making the grant must have determined that another appropriate entity is able and willing to act as fiscal agent for the grant.

The Department of Finance and Administration (herein referred to as "Department") agrees that certification of the City of Santa Fe in accordance with the established uniform funding criteria would be possible provided that the following Special Conditions are implemented:

**Special Conditions for All 2020 Appropriations**

1. The City will participate in quarterly reconciliation meetings with the Department and provide status reports regarding the Audit Corrective Action Plan; and
2. The City's Grants Management Division or its Finance Director shall verify and approve that all documents related to encumbrance (Notice of Obligation) are eligible activities and consistent with the project(s) appropriation language per NMAC 2.61.6., prior to being submitted to the Department; and
3. The City's Grants Management Division or its Finance Director shall approve and verify that all documents related to reimbursement are encumbered (Department-approved Notice of Obligation), accurate, reported in the Department's database (http://cpms.dfa.state.nm.us) and submitted in a timely manner.
4. The City will use fund ***30300 State Legislative Appropriation Project*** and revenue line item ***47300 State Legislative Appropriations*** to budget all state capital outlay project grant awards on the Local Government Budget Management System (LGBMS) to allow for better tracking of quarterly financial activity related to these projects; and
5. The City will provide annually an audited detailed listing of all assets acquired with State Capital Outlay grant funds that identifies the Department administering such projects. In doing so, the City will provide to the Department a copy of the policies and procedures used to inventory capital and infrastructure assets; and

These Special Conditions will be included in the Inter-Governmental Agreement (IGA) for each City of Santa Fe project. The Special Conditions will remain in place for the duration of the project unless and until the Department is satisfied that the E.O. 13-006 uniform funding criteria has been met such that certain Special Conditions may be eliminated, in which case the Department will notify the City of Santa Fe in writing.

We welcome your comments and suggestions as to how to make these conditions effective. Please respond by close of business on Friday, November 6, 2020. If you should have any questions, you may call me at 505-470-7935.

Sincerely,



Eric Chenier
Chief Financial Officer
Department of Finance and Administration

Cc: Deborah K. Romero, Acting Cabinet Secretary, Department of Finance and Administration
Donnie Quintana, LGD Director, Department of Finance and Administration
Jarel Lapan Hill, City Manager, City of Santa Fe
Mary McCoy, Finance Director, City of Santa Fe

Santa Fe, NM 87501
Office: (505) 827-8061
Fax: (505) 827-4948
maria.urban@state.nm.us

**STATE OF NEW MEXICO**
**DEPARTMENT OF FINANCE AND ADMINISTRATION**
**FUND 89200 CAPITAL APPROPRIATION PROJECT**

**THIS AGREEMENT** is made and entered into as of this____day of_____, 20___, by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Room 202, Santa Fe, New Mexico, 87501, hereinafter called the "Department" or abbreviation such as "DFA/LGD", and the **City of Santa Fe**, hereinafter called the "Grantee." This Agreement shall be effective as of the date it is executed by the Department.

## RECITALS

**WHEREAS**, in the Laws of 2020, Chapter 81, Section 35, Para. 396, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

**WHEREAS**, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

**WHEREAS**, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation;

## AGREEMENT

**NOW, THEREFORE,** in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

### ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

**20-E2740 $363,700.00 Appropriation Reversion Date: 30-JUN-24**
**Laws of 2020, Chapter 81, Section 35, Para. 396, Three Hundred Sixty Three Thousand Seven Hundred Dollars ($363,700.00) to plan, design, construct, furnish and equip renovations, including air conditioning and roof repairs, to the municipal court in Santa Fe in Santa Fe county.**

The Grantee's total reimbursements shall not exceed Three Hundred Sixty Three Thousand Seven Hundred Dollars ($363,700.00) (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")[1], if applicable, Three Thousand Six Hundred Thirty Seven Dollars ($3,637.00), which equals Three Hundred Sixty Thousand Sixty Three Dollars ($360,063.00) (the "Adjusted Appropriation Amount").

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I (A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I (A) is referred to collectively throughout the remainder of this Agreement as the "Project Description". The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

## ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse[2] Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

(i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and

(ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and

(iii) The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and

(iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and

(v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:

a. must be approved by the applicable oversight entity (if any) in accordance with law; or

b. if no oversight entity is required to approve of the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with New Mexico State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

[1] The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars ($200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars ($100,000)." Section 13-4A-4 NMSA 1978.

[2] "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

(vi) The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**
b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.
c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.
d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.
C. Project funds shall not be used for purposes other than those specified in the Project Description.
D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

## ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee designates the person(s) listed below, or their successor as their official representative(s) concerning all matters related to this Agreement.

| | |
|---|---|
| Grantee | City of Santa Fe |
| Name | David A. Chapman |
| Title | Grant Administrator - Writer |
| Address | P. O. Box 909, Santa Fe, NM 87504-0909 |
| Email | dachapman@santafenm.gov |
| Telephone | 505-955-2010 |

The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement.

| | |
|---|---|
| Grantee | City of Santa Fe |
| Name | David A. Chapman |
| Title | Grant Administrator - Writer |
| Address | P. O. Box 909, Santa Fe, NM 87504-0909 |
| Email | dachapman@santafenm.gov |
| Telephone | 505-955-2010 |

The Department designates the persons listed below, or their successors, as Points of Contact for matters related to this Agreement.

| | |
|---|---|
| Department | DFA/Local Government Division |
| Name | Maria Urban |
| Title | Project Manager |
| Address | Bataan Memorial Bldg. Rm 202, Santa Fe, NM 87501 |
| Email | maria.urban@state.nm.us |
| Telephone | 505-827-8061 |

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by email, or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

## ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

A. As referenced in Article I (A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **June 30, 2024**, the Reversion Date, unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are ***not*** expended and an expenditure has ***not*** occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

## ARTICLE V. EARLY TERMINATION

### A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

(i) Termination due to completion of the Project before the Reversion Date; or

(ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or

(iii)Termination for violation of the terms of this Agreement; or

(iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V (A).

**B. Early Termination Before Reversion Date Due to Non-Appropriation**

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V (B).

**C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination**

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

## ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

(i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and

(ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and

(iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI (D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

**D. Corrective Action Plan in the Event of Suspension**

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI (A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

## ARTICLE VII. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

## ARTICLE VIII. REPORTS

A. **Database reporting**

The Grantee shall report monthly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (http://cpms.dfa.state.nm.us). Additionally, the Grantee shall certify on the Request for Payment form (exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give the Grantee with a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Monthly reports shall be due on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of the final request for reimbursement for the Project.

B. **Requests for Additional Information/Project Inspection**

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

(i) request such additional information regarding the Project as it deems necessary; and

(ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project. Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

## ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 1. Payment requests are subject to the following procedures:

(i) The Grantee must submit a Request for Payment; and

(ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or the liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.

(iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of the acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

**C. Deadlines**

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

(i) Immediately as they are received by the Grantee but at a minimum of thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or

(ii) July 15 of each year for all unreimbursed incurred during the previous fiscal year; or

(iii) Twenty (20) days from the date of Early Termination; or

(iv) Twenty (20) days from the reversion date.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

## ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Project:

(i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).

(ii) The project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars ($60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.

(iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, "Anti-Donation Clause."

(iv) The Grantee shall not for a period of 10 years, from the date of this agreement convert any property acquired, built, renovated, required, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance written approval, which may include requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.

(v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

(i) The Grantee has the legal authority to receive and expend the Project's funds.

(ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.

(iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.

(iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.

(v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.

(vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

(vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

## ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of five (5) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

## ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

## ARTICLE XIII. LIABILITY

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

## ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

## ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges, warrants, and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the **City of Santa Fe** may immediately terminate this Agreement by giving Contractor written notice of such termination. The **City of Santa Fe's** decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the **City of Santa Fe**, the Department of Finance and Administration, Local Government Division (DFA/LGD), or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the **City of Santa Fe** or the Department."

## ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges, warrants, and agrees that Grantee shall include the following or a termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

"This contract is funded in whole or in part by funds made available under DFA/LGD Grant Agreement. Should DFA/LGD early terminate the grant agreement, the **City of Santa Fe** may early terminate this

contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the **City of Santa Fe's** only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

## ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

A. Throughout the term of this Agreement, Grantee shall:

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V (A) of this Agreement.

## ARTICLE XVIII. SEVERANCE TAX BOND PROJECT AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this agreement is subject to the SBOF's Bond Project Disbursements

rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.]

[THIS SPACE LEFT BLANK INTENTIONALLY]

**IN WITNESS WHEREOF**, the parties have duly executed Agreement as of the date of execution by the Department.

**GRANTEE**

_____
Entity Name

By:_____
(Type or Print Name)

Its:_____
(Type or Print Title)

_____
Signature of Official with Authority to Bind Grantee

_____
Date

**DEPARTMENT OF FINANCE AND ADMINISTRATION**
**LOCAL GOVERNMENT DIVISION**

Its: Division Director

_____
Signature

_____
Date

CITY OF SANTA FE

_____

ALAN WEBBER, MAYOR

DATE: _____

ATTEST:

_____

KRISTINE BUSTOS-MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (Feb 18, 2021 10:20 MST)

_____

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____

MARY McCOY, FINANCE DIRECTOR

3209980.572970 ✓

Municipal Court SFB 20-E2740 dac

**STATE OF NEW MEXICO**
**CAPITAL GRANT PROJECT**
**Request for Payment Form**
**Exhibit 1**

## I. Grantee Information

(Make sure information is complete & accurate)

A. Grantee: _____

B. Address: _____

(Complete Mailing, including Suite, if applicable)

_____

City, State, Zip

C. Phone No: _____

D. Grant No: _____

E. Project Title: _____

F. Grant Expiration Date: _____

## II. Payment Computation

A. Payment Request No. _____

B. Grant Amount: _____

C. AIPP Amount *(If Applicable)*: _____

D. Funds Requested to Date: _____

E. Amount Requested this Payment: _____

F. Reversion Amount (If *Applicable*): _____

G. Grant Balance: _____

H. ☐ GF ☐ GOB ☐ STB (*attach wire if first draw*)

I. ☐ Final Request for Payment (*if Applicable*)

## III. Fiscal Year : _____

*(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)*

## IV. ☑ Reporting Certification:

I hereby certify to the best of my knowledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with Article VIII of the Capital Outlay Grant Agreement.

## V. ☑ Compliance Certification:

Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

**Grantee Fiscal Officer**
**or Fiscal Agent** (*if applicable*)

**Grantee Representative**

Printed Name

Printed Name

Date: _____

Date: _____

## (State Agency Use Only)

**Vendor Code:** _____ **Fund No.:** _____ **Loc No.:** _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

Division Fiscal Officer Date

Division Project Manager Date

## NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
## EXHIBIT 2

**Notice of Obligation to Reimburse Grantee #** _____

DATE: _____

TO: Department Representative: _____, _____

FROM: Grantee Entity: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: $ 0.00

*Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.*

Department Rep. Approver: _____

Title: _____

Signature: _____

Date: _____

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

MICHELLE LUJAN GRISHAM
GOVERNOR

DONNIE J. QUINTANA
DIRECTOR

DEBORAH K. ROMERO
ACTING CABINET SECRETARY

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION
Bataan Memorial Building ♦ 407 Galisteo St. ♦ Suite 202 ♦ Santa Fe, NM 87501
PHONE (505) 827-4950 ♦ FAX (505) 827-4948

October 22, 2020

Alan Webber
Mayor, City of Santa Fe
200 Lincoln Ave
Santa Fe, NM 87501

*Re: Special Conditions for City of Santa Fe Capital Outlay Projects, per E.O. 13-006*

Dear Mayor Webber:

Our many thanks to you and the other City of Santa Fe representatives for a very productive meeting on Monday, October 19th, concerning certification of the City of Santa Fe for purposes of the Executive Order 2013-006 and New Mexico Capital Outlay projects. As discussed, in accordance with E.O. 2013-006, the following uniform funding criteria must be met for a Local Government grantee to be eligible to receive a grant of a State Capital Outlay appropriation:

a. for the most recently concluded fiscal year, a grantee must have timely submitted to the federal government all forms and federal single audit documentation required under the federal Single Audit Act of 1984, as amended, and Office of Management and Budget Circular No. A-133, if the due date for the report under federal law has passed. A federal single audit report is timely submitted for purposes of this criterion if submitted by any extended due date granted by the grantee's federal cognizant agency;
b. in the case of a grantee whose most recent federal single audit raises concerns about the grantee's ability to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired with grant funds:
    1. the grantee must have remedied the inadequacies in its accounting methods and procedures to the satisfaction of the State agency making the grant;
    2. **the State agency making the grant must have determined that it can impose and has the resources to implement special grant conditions that adequately address the inadequacies in the grantee's accounting methods and procedures; or**
    3. the State agency making the grant must have determined that another appropriate entity is able and willing to act as fiscal agent for the grant.

The Department of Finance and Administration (herein referred to as "Department") agrees that certification of the City of Santa Fe in accordance with the established uniform funding criteria would be possible provided that the following Special Conditions are implemented:

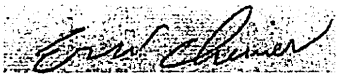
**Special Conditions for All 2020 Appropriations**

1. The City will participate in quarterly reconciliation meetings with the Department and provide status reports regarding the Audit Corrective Action Plan; and
2. The City's Grants Management Division or its Finance Director shall verify and approve that all documents related to encumbrance (Notice of Obligation) are eligible activities and consistent with the project(s) appropriation language per NMAC 2.61.6., prior to being submitted to the Department; and
3. The City's Grants Management Division or its Finance Director shall approve and verify that all documents related to reimbursement are encumbered (Department-approved Notice of Obligation), accurate, reported in the Department's database (http://cpms.dfa.state.nm.us) and submitted in a timely manner.
4. The City will use fund ***30300 State Legislative Appropriation Project*** and revenue line item ***47300 State Legislative Appropriations*** to budget all state capital outlay project grant awards on the Local Government Budget Management System (LGBMS) to allow for better tracking of quarterly financial activity related to these projects; and
5. The City will provide annually an audited detailed listing of all assets acquired with State Capital Outlay grant funds that identifies the Department administering such projects. In doing so, the City will provide to the Department a copy of the policies and procedures used to inventory capital and infrastructure assets; and

These Special Conditions will be included in the Inter-Governmental Agreement (IGA) for each City of Santa Fe project. The Special Conditions will remain in place for the duration of the project unless and until the Department is satisfied that the E.O. 13-006 uniform funding criteria has been met such that certain Special Conditions may be eliminated, in which case the Department will notify the City of Santa Fe in writing.

We welcome your comments and suggestions as to how to make these conditions effective. Please respond by close of business on Friday, November 6, 2020. If you should have any questions, you may call me at 505-470-7935.

Sincerely,



Eric Chenier
Chief Financial Officer
Department of Finance and Administration

Cc: Deborah K. Romero, Acting Cabinet Secretary, Department of Finance and Administration
Donnie Quintana, LGD Director, Department of Finance and Administration
Jarel Lapan Hill, City Manager, City of Santa Fe
Mary McCoy, Finance Director, City of Santa Fe

Bataan Memorial Building, Rm. 202
Santa Fe, NM 87501
Office: (505) 827-8061
Fax: (505) 827-4948
marla.urban@state.nm.us

**STATE OF NEW MEXICO**
**DEPARTMENT OF FINANCE AND ADMINISTRATION**
**FUND 89200 CAPITAL APPROPRIATION PROJECT**

**THIS AGREEMENT** is made and entered into as of this____day of_____, 20___, by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Room 202, Santa Fe, New Mexico, 87501, hereinafter called the "Department" or abbreviation such as "DFA/LGD", and the **City of Santa Fe**, hereinafter called the "Grantee." This Agreement shall be effective as of the date it is executed by the Department.

## RECITALS

**WHEREAS**, in the Laws of 2020, Chapter 81, Section 35, Para. 400, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

**WHEREAS**, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

**WHEREAS**, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation;

## AGREEMENT

**NOW, THEREFORE,** in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

### ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

**20-E2744 $3,910,000.00 Appropriation Reversion Date: 30-JUN-24**
**Laws of 2020, Chapter 81, Section 35, Para. 400, Three Million Nine Hundred Ten Thousand Dollars ($3,910,000.00) to plan, design, construct, purchase, furnish and equip a new southside teen and resource center in Santa Fe in Santa Fe county.**

The Grantee's total reimbursements shall not exceed Three Million Nine Hundred Ten Thousand Dollars ($3,910,000.00) (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount") [1], if applicable, Thirty Nine Thousand One Hundred Dollars ($39,100.00), which equals Three Million Eight Hundred Seventy Thousand Nine Hundred Dollars ($3,870,900.00) (the "Adjusted Appropriation Amount").

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I (A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I (A) is referred to collectively throughout the remainder of this Agreement as the "Project Description". The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

## ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse [2] Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

(i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and

(ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and

(iii) The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and

(iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and

(v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:

a. must be approved by the applicable oversight entity (if any) in accordance with law; or

b. if no oversight entity is required to approve of the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with New Mexico State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

[1] The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars ($200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars ($100,000)." Section 13-4A-4 NMSA 1978.

[2] "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

(vi) The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**
b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.
c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.
d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.
C. Project funds shall not be used for purposes other than those specified in the Project Description.
D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

## ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee designates the person(s) listed below, or their successor as their official representative(s) concerning all matters related to this Agreement.

| | |
|---|---|
| Grantee | City of Santa Fe |
| Name | David A. Chapman |
| Title | Grant Administrator - Writer |
| Address | P. O. Box 909, Santa Fe, NM 87504-0909 |
| Email | dachapman@santafenm.gov |
| Telephone | 505-955-2010 |

The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement.

| | |
|---|---|
| Grantee | City of Santa Fe |
| Name | David A. Chapman |
| Title | Grant Administrator - Writer |
| Address | P. O. Box 909, Santa Fe, NM 87504-0909 |
| Email | dachapman@santafenm.gov |
| Telephone | 505-955-2010 |

The Department designates the persons listed below, or their successors, as Points of Contact for matters related to this Agreement.

| | |
|---|---|
| Department | DFA/Local Government Division |
| Name | Maria Urban |
| Title | Project Manager |
| Address | Bataan Memorial Bldg. Rm 202, Santa Fe, NM 87501 |
| Email | maria.urban@state.nm.us |
| Telephone | 505-827-8061 |

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by email, or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

## ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

A. As referenced in Article I (A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **June 30, 2024**, the Reversion Date, unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are ***not*** expended and an expenditure has ***not*** occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

## ARTICLE V. EARLY TERMINATION

**A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement**

Early Termination includes:

(i) Termination due to completion of the Project before the Reversion Date; or

(ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or

(iii)Termination for violation of the terms of this Agreement; or

(iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V (A).

**B. Early Termination Before Reversion Date Due to Non-Appropriation**

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V (B).

**C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination**

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

## ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

(i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and

(ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and

(iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI (D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

**D. Corrective Action Plan in the Event of Suspension**

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI (A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

## ARTICLE VII. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

## ARTICLE VIII. REPORTS

**A. Database reporting**

The Grantee shall report monthly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (http://cpms.dfa.state.nm.us). Additionally, the Grantee shall certify on the Request for Payment form (exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give the Grantee with a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Monthly reports shall be due on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of the final request for reimbursement for the Project.

**B. Requests for Additional Information/Project Inspection**

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

(i) request such additional information regarding the Project as it deems necessary; and

(ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project. Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

## ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 1. Payment requests are subject to the following procedures:

(i) The Grantee must submit a Request for Payment; and

(ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or the liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.

(iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of the acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

**C. Deadlines**

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

(i) Immediately as they are received by the Grantee but at a minimum of thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or

(ii) July 15 of each year for all unreimbursed incurred during the previous fiscal year; or

(iii) Twenty (20) days from the date of Early Termination; or

(iv) Twenty (20) days from the reversion date.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

## ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Project:

(i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).

(ii) The project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars ($60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.

(iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, "Anti-Donation Clause."

(iv) The Grantee shall not for a period of 10 years, from the date of this agreement convert any property acquired, built, renovated, required, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance written approval, which may include requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.

(v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

(i) The Grantee has the legal authority to receive and expend the Project's funds.

(ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.

(iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.

(iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.

(v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.

(vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

(vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

## ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of five (5) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

## ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

## ARTICLE XIII. LIABILITY

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

## ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

## ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges, warrants, and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the **City of Santa Fe** may immediately terminate this Agreement by giving Contractor written notice of such termination. The **City of Santa Fe's** decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the **City of Santa Fe**, the Department of Finance and Administration, Local Government Division (DFA/LGD), or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the **City of Santa Fe** or the Department."

## ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges, warrants, and agrees that Grantee shall include the following or a termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

"This contract is funded in whole or in part by funds made available under DFA/LGD Grant Agreement. Should DFA/LGD early terminate the grant agreement, the **City of Santa Fe** may early terminate this

contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the **City of Santa Fe's** only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

## ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

A. Throughout the term of this Agreement, Grantee shall:

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V (A) of this Agreement.

## ARTICLE XVIII. SEVERANCE TAX BOND PROJECT AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this agreement is subject to the SBOF's Bond Project Disbursements

rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.]

[THIS SPACE LEFT BLANK INTENTIONALLY]

**IN WITNESS WHEREOF,** the parties have duly executed Agreement as of the date of execution by the Department.

**GRANTEE**

_____
Entity Name

By:_____
(Type or Print Name)

Its:_____
(Type or Print Title)

_____
Signature of Official with Authority to Bind Grantee

_____
Date

**DEPARTMENT OF FINANCE AND ADMINISTRATION**
**LOCAL GOVERNMENT DIVISION**

Its: Division Director

_____
Signature

_____
Date

CITY OF SANTA FE

_____
ALAN WEBBER, MAYOR

DATE: _____

ATTEST:

_____
KRISTINE BUSTOS-MIHELCIC,
CITY CLERK

APPROVED AS TO FORM:

Marcos Martinez
Marcos Martinez (Feb 25, 2021 09:04 MST)

_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED:

_____
MARY McCOY, FINANCE DIRECTOR

3209980.572970

Southside Teen Center STB 20-F2744 dne

**STATE OF NEW MEXICO**
**CAPITAL GRANT PROJECT**
**Request for Payment Form**
**Exhibit 1**

## I. Grantee Information

(Make sure information is complete & accurate)

A. Grantee: _____

B. Address: _____

(Complete Mailing, including Suite, if applicable)

_____

City, State, Zip

C. Phone No: _____

D. Grant No: _____

E. Project Title: _____

F. Grant Expiration Date: _____

## II. Payment Computation

A. Payment Request No. _____

B. Grant Amount: _____

C. AIPP Amount *(If Applicable)*: _____

D. Funds Requested to Date: _____

E. Amount Requested this Payment: _____

F. Reversion Amount (If *Applicable*): _____

G. Grant Balance: _____

H. ☐ GF ☐ GOB ☐ STB (*attach wire if first draw*)

I. ☐ Final Request for Payment (*if Applicable*)

## III. Fiscal Year: _____

*(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)*

## IV. ☑ Reporting Certification:

I hereby certify to the best of my knowledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with Article VIII of the Capital Outlay Grant Agreement.

## V. ☑ Compliance Certification:

Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

_____ _____

**Grantee Fiscal Officer**
or **Fiscal Agent** (*if applicable*)

**Grantee Representative**

_____ _____

Printed Name

Printed Name

Date: _____

Date: _____

## (State Agency Use Only)

**Vendor Code:** _____ **Fund No.:** _____ **Loc No.:** _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

_____ _____

Division Fiscal Officer Date

Division Project Manager Date

## NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
## EXHIBIT 2

**Notice of Obligation to Reimburse Grantee #** _____

DATE: _____

TO: Department Representative: _____, _____

FROM: Grantee Entity: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: $ 0.00

*Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.*

Department Rep. Approver: _____

Title: _____

Signature: _____

Date: _____

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

MICHELLE LUJAN GRISHAM
GOVERNOR

DONNIE J. QUINTANA
DIRECTOR

DEBORAH K. ROMERO
ACTING CABINET SECRETARY

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION
Bataan Memorial Building ♦ 407 Galisteo St. ♦ Suite 202 ♦ Santa Fe, NM 87501
PHONE (505) 827-4950 ♦ FAX (505) 827-4948

October 22, 2020

Alan Webber
Mayor, City of Santa Fe
200 Lincoln Ave
Santa Fe, NM 87501

*Re: Special Conditions for City of Santa Fe Capital Outlay Projects, per E.O. 13-006*

Dear Mayor Webber:

Our many thanks to you and the other City of Santa Fe representatives for a very productive meeting on Monday, October 19th, concerning certification of the City of Santa Fe for purposes of the Executive Order 2013-006 and New Mexico Capital Outlay projects. As discussed, in accordance with E.O. 2013-006, the following uniform funding criteria must be met for a Local Government grantee to be eligible to receive a grant of a State Capital Outlay appropriation:

a. for the most recently concluded fiscal year, a grantee must have timely submitted to the federal government all forms and federal single audit documentation required under the federal Single Audit Act of 1984, as amended, and Office of Management and Budget Circular No. A-133, if the due date for the report under federal law has passed. A federal single audit report is timely submitted for purposes of this criterion if submitted by any extended due date granted by the grantee's federal cognizant agency;
b. in the case of a grantee whose most recent federal single audit raises concerns about the grantee's ability to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired with grant funds:
    1. the grantee must have remedied the inadequacies in its accounting methods and procedures to the satisfaction of the State agency making the grant;
    2. **the State agency making the grant must have determined that it can impose and has the resources to implement special grant conditions that adequately address the inadequacies in the grantee's accounting methods and procedures; or**
    3. the State agency making the grant must have determined that another appropriate entity is able and willing to act as fiscal agent for the grant.

The Department of Finance and Administration (herein referred to as "Department") agrees that certification of the City of Santa Fe in accordance with the established uniform funding criteria would be possible provided that the following Special Conditions are implemented:

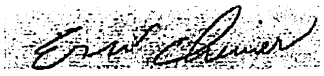
**Special Conditions for All 2020 Appropriations**

1. The City will participate in quarterly reconciliation meetings with the Department and provide status reports regarding the Audit Corrective Action Plan; and
2. The City's Grants Management Division or its Finance Director shall verify and approve that all documents related to encumbrance (Notice of Obligation) are eligible activities and consistent with the project(s) appropriation language per NMAC 2.61.6., prior to being submitted to the Department; and
3. The City's Grants Management Division or its Finance Director shall approve and verify that all documents related to reimbursement are encumbered (Department-approved Notice of Obligation), accurate, reported in the Department's database (http://cpms.dfa.state.nm.us) and submitted in a timely manner.
4. The City will use fund ***30300 State Legislative Appropriation Project*** and revenue line item ***47300 State Legislative Appropriations*** to budget all state capital outlay project grant awards on the Local Government Budget Management System (LGBMS) to allow for better tracking of quarterly financial activity related to these projects; and
5. The City will provide annually an audited detailed listing of all assets acquired with State Capital Outlay grant funds that identifies the Department administering such projects. In doing so, the City will provide to the Department a copy of the policies and procedures used to inventory capital and infrastructure assets; and

These Special Conditions will be included in the Inter-Governmental Agreement (IGA) for each City of Santa Fe project. The Special Conditions will remain in place for the duration of the project unless and until the Department is satisfied that the E.O. 13-006 uniform funding criteria has been met such that certain Special Conditions may be eliminated, in which case the Department will notify the City of Santa Fe in writing.

We welcome your comments and suggestions as to how to make these conditions effective. Please respond by close of business on Friday, November 6, 2020. If you should have any questions, you may call me at 505-470-7935.

Sincerely,



Eric Chenier
Chief Financial Officer
Department of Finance and Administration

Cc: Deborah K. Romero, Acting Cabinet Secretary, Department of Finance and Administration
Donnie Quintana, LGD Director, Department of Finance and Administration
Jarel Lapan Hill, City Manager, City of Santa Fe
Mary McCoy, Finance Director, City of Santa Fe

Office: (505) 827-8061
Fax: (505) 827-4948
maria.urban@state.nm.us

**ACTION SHEET**
**PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 03/29/2021**

**ISSUE NO. 7k**

Request for Approval of (3) State Capital Outlay Grant Agreements: Project # 20-E2735 for Electric Vehicles & Charging Stations Project# 20-E27 40 for Municipal Court HVAC & Roof Repairs Project# 20-E27 44 for Construction of Southside Teen & Resource Center. (David Chapman, Grants Administrator, dachapman@santafenm.gov, 955-6824)

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

**PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on Consent Agenda to forward to 4/5/2021 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:** March 25, 2021

**TO:** Public Works and Utilities Committee

**VIA:** Regina Wheeler (Mar 25, 2021 11:25 MDT)
Regina Wheeler, Public Works Department Director

**FROM:** David A. Chapman Grant Administrator DAC

**ISSUE:** Request approval of State of New Mexico issued Severance Tax Bond (STB) Fund Grant Agreements for the following three projects:

20-E2735, $750,000.00 Appropriation Revision Date: 30-JUN-2024
Laws of 2020, Chapter 81, Section 35, Para. 391, Seven Hundred Fifty Thousand Dollars ($750,000.00) to purchase and equip electric vehicles and to plan, design, construct and improve charging infrastructure in Santa Fe in Santa Fe County. We expect to purchase (23) electric vehicles and a sufficient number of charging stations with this funding. The City's Fleet Management Division is working with the Sustainability Planner to purchase electric vehicles and install charging infrastructure to best meet City needs and leverage the funding. The vehicles and charging stations will be placed on City owned property.

20-E2740, $363,700.00 Appropriation Reversion Date: 30-JUN-24
Laws of 2020, Chapter 81, Section 35, Para. 396, Three Hundred Sixty Three Thousand Seven Hundred Dollars ($363,700.00) to plan, design, construct, furnish and equip renovations, including air conditioning and roof repairs, to the municipal court in Santa Fe, In Santa Fe County. After Arts in Public Places (AIPP) deduction of 1% ($3,637.00), the net grant amount is **$360,700.00.** The bulk of this appropriation will be spent on roofing and HVAC. In 2019, the State Legislature awarded the City $117,000 to install bulletproof windows in the municipal at the customer service windows in the lobby. The grant number was 19-D3204.

20-E2744, $3,910,000.00 Appropriation Reversion Date: 30-JUN-2024
Laws of 2020, Chapter 81, Section 35, Para. 400, Three Million Nine Hundred Ten Thousand Dollars ($3,910,000.00) to plan, design, construct, purchase, furnish and equip a new Southside Teen and Resource Center in Santa Fe in Santa Fe County. After an AIPP deduction of 1% ($39,100.00), the net grant amount is **$3,870,900.00.** This will go towards construction. In 2019, the State Legislature awarded the City $1,089,000 for this project. That grant number was 19-D3210.

**SUMMARY** The State of New Mexico issued these Severance Tax Bond Agreements to the City of Santa Fe in February 2021. The grants do not require matching funds and funds are provided on a reimbursement basis. In addition to acting as fiscal agent, city staff will act as project managers for these projects.

**ACTION:** Please recommend to the Finance Committee approval of these State of New Mexico Severance Tax Bond Agreements.

**Enclosures:** State Severance Tax Bond Agreements: 20-E2735, 20-E2740 and 20-E2744 BARS

| | |
|---|---|
| Log # *(Finance use only)*: | |
| Journal # *(Finance use only)*: | |

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

| DEPARTMENT / DIVISION NAME | | | | | DATE |
|---|---|---|---|---|---|
| Finance Department | | | | | 3/25/2021 |
| **ITEM DESCRIPTION** | **ORG** | **OBJECT** | **PROJECT** | **INCREASE** | **DECREASE** |
| **EXPENDITURES** | | | | *(enter as positive #)* | *(enter as negative #)* |
| Vehicles < 1.6 | 3459881 | 570950 | Project Id. FA345B Grant Id: s2116 | 659,068 | |
| Equipment & Machinery | 3459881 | 570500 | Project Id. FA345B Grant Id: s2116 | 91,932 | |
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| **REVENUES** | | | | *(enter as negative #)* | *(enter as positive #)* |
| NM Dept. of Finance & Admin. | 3459881 | 460210 | | (750,000) | |
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**JUSTIFICATION:** *(use additional page if needed)*
*–Attach supporting documentation/memo*

This funding is from a State of NM Severance Tax Bond (STB) Appropriation Project Electric Vehicles 20-E2735.

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

David A. Chapman
David A. Chapman (Mar 25, 2021 10:51 MDT)
Prepared By *(print name)* — Date: Mar 25, 2021

Division Director Signature *(optional)* — Date

Regina A. Wheeler
Department Director Signature — Date: Mar 25, 2021

*(Use this form for Finance Committee/ City Council agenda items ONLY)*

**CITY COUNCIL APPROVAL**

City Council Approval Date:

Agenda Item #:

AJH
A.J. (Mar 25, 2021 16:39 MDT)
Alexis C. Lotero
Budget Officer — Date

Finance Director *(≤ $5,000)* — Date

City Manager *(≤ $60,000)* — Date

| | |
|---|---|
| Log # *(Finance use only)*: | |
| Journal # *(Finance use only)*: | |

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

| DEPARTMENT / DIVISION NAME | DATE |
|---|---|
| Finance Department | |

| ITEM DESCRIPTION | ORG | OBJECT | PROJECT | INCREASE | DECREASE |
|---|---|---|---|---|---|
| **EXPENDITURES** | | | | *(enter as positive $)* | *(enter as negative $)* |
| WIP Construction | 3209980 | 572970 | Project Id: FA320C Grant Id: S2119 | 380,083 | |
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| **REVENUES** | | | | *(enter as negative $)* | *(enter as positive $)* |
| NM Dept. of Finance & Admin. | 3209980 | 480210 | | (380,083) | |
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**JUSTIFICATION:** *(use additional page if needed)*
*--Attach supporting documentation/memo*

This funding is from a State of NM Severance Tax Bond (STB) Appropriation project Municipal Court Roofing & Renovations 20-E2740.

The actual grant amount was $383,700.00 but $3,637.00 was automatically deducted by the state for Arts in Public Places (AIPP).

*(Complete section below if BAR results in a net change to ANY Fund)*

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

David A. Chapman
David A. Chapman (Mar 25, 2021 10:53 MDT)
Prepared By *(print name)* Mar 25, 2021 Date

Division Director Signature *(optional)* Date

Regina Wheeler (Mar 25, 2021 16:22 MDT)
Regina A. Wheeler
Department Director Signature Mar 25, 2021 Date

*(Use this form for Finance Committee/ City Council agenda items ONLY)*

**CITY COUNCIL APPROVAL**

City Council Approval Date

Agenda Item #:

AJH
AJH (Mar 25, 2021 16:36 MDT)
Alexis C. Lotero
Budget Officer Mar 25, 2021 Date

Finance Director *(≤ $5,000)* Date

City Manager *(≤ $50,000)* Date

| | |
|---|---|
| Log # *(Finance use only)*: | |
| Journal # *(Finance use only)*: | |

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

| DEPARTMENT / DIVISION NAME | DATE |
|---|---|
| Finance Department | |

| ITEM DESCRIPTION | ORG | OBJECT | PROJECT | INCREASE | DECREASE |
|---|---|---|---|---|---|
| **EXPENDITURES** | | | | *(enter as positive #)* | *(enter as negative #)* |
| WIP Construction | 3209880 | 572970 | Project Id: FA183200T Grant Id: S2120 | 3,870,900 | |
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| **REVENUES** | | | | *(enter as negative #)* | *(enter as positive #)* |
| NM Dept. of Finance & Admin. | 3209880 | 460210 | | (3,870,900) | |
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**JUSTIFICATION:** *(use additional page if needed)*
*—Attach supporting documentation/memo*

This funding is from a State of NM Severance Tax Bond (STB) Appropriation project Southside Teen and Resource Center 20-E2744.
The actual grant amount was $3,910,000.00 but $39,100.00 was automatically deducted by the state for Arts in Public Places (AIPP).

*(Complete section below if BAR results in a net change to ANY Fund)*

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

David A. Chapman
David A. Chapman (Mar 25, 2021 10:53 MDT)
David A. Chapman
Prepared By *(print name)* Mar 25, 2021 — Date

Division Director Signature *(optional)* — Date

Regina Wheeler (Mar 25, 2021 16:22 MDT)
Regina A Wheeler
Department Director Signature — Date
Mar 25, 2021

*(Use this form for Finance Committee/ City Council agenda items ONLY)*

**CITY COUNCIL APPROVAL**

City Council Approval Date:

Agenda Item #:

Alexis C. Lotero
Budget Officer — Date
Mar 25, 2021

Finance Director *(≤ $5,000)* — Date

City Manager *(≤ $60,000)* — Date

| ACTION SHEET<br>PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 03/29/2021 |
|---|
| **ISSUE NO. 7o**<br><br>Request for Approval of a Budget Adjustment Resolution (BAR) for Electric Vehicles in the amount of $750,000. (David A. Chapman, Grants Administrator, dachapman@santafenm.gov, 955-6824)<br><br>**Committee Review:**<br>Public Works and Utilities Committee: 03/29/2021<br>Finance Committee: 04/05/2021<br>Governing Body: 04/14/2021 |
| **PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on Consent Agenda to forward to 4/5/2021 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:** March 25, 2021

**TO:** Public Works and Utilities Committee

**VIA:** Regina Wheeler (Mar 25, 2021 11:25 MDT)
Regina Wheeler, Public Works Department Director

**FROM:** David A. Chapman Grant Administrator DAC

**ISSUE:** Request approval of State of New Mexico issued Severance Tax Bond (STB) Fund Grant Agreements for the following three projects:

20-E2735, $750,000.00 Appropriation Revision Date: 30-JUN-2024
Laws of 2020, Chapter 81, Section 35, Para. 391, Seven Hundred Fifty Thousand Dollars ($750,000.00) to purchase and equip electric vehicles and to plan, design, construct and improve charging infrastructure in Santa Fe in Santa Fe County. We expect to purchase (23) electric vehicles and a sufficient number of charging stations with this funding. The City's Fleet Management Division is working with the Sustainability Planner to purchase electric vehicles and install charging infrastructure to best meet City needs and leverage the funding. The vehicles and charging stations will be placed on City owned property.

20-E2740, $363,700.00 Appropriation Reversion Date: 30-JUN-24
Laws of 2020, Chapter 81, Section 35, Para. 396, Three Hundred Sixty Three Thousand Seven Hundred Dollars ($363,700.00) to plan, design, construct, furnish and equip renovations, including air conditioning and roof repairs, to the municipal court in Santa Fe, In Santa Fe County. After Arts in Public Places (AIPP) deduction of 1% ($3,637.00), the net grant amount is **$360,700.00.** The bulk of this appropriation will be spent on roofing and HVAC. In 2019, the State Legislature awarded the City $117,000 to install bulletproof windows in the municipal at the customer service windows in the lobby. The grant number was 19-D3204.

20-E2744, $3,910,000.00 Appropriation Reversion Date: 30-JUN-2024
Laws of 2020, Chapter 81, Section 35, Para. 400, Three Million Nine Hundred Ten Thousand Dollars ($3,910,000.00) to plan, design, construct, purchase, furnish and equip a new Southside Teen and Resource Center in Santa Fe in Santa Fe County. After an AIPP deduction of 1% ($39,100.00), the net grant amount is **$3,870,900.00.** This will go towards construction. In 2019, the State Legislature awarded the City $1,089,000 for this project. That grant number was 19-D3210.

**SUMMARY** The State of New Mexico issued these Severance Tax Bond Agreements to the City of Santa Fe in February 2021. The grants do not require matching funds and funds are provided on a reimbursement basis. In addition to acting as fiscal agent, city staff will act as project managers for these projects.

**ACTION:** Please recommend to the Finance Committee approval of these State of New Mexico Severance Tax Bond Agreements.

**Enclosures:** State Severance Tax Bond Agreements: 20-E2735, 20-E2740 and 20-E2744 BARS

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| Log # *(Finance use only)*: | |
| Journal # *(Finance use only)*: | |

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

| DEPARTMENT / DIVISION NAME | | | | | DATE |
|---|---|---|---|---|---|
| Finance Department | | | | | 3/25/2021 |
| **ITEM DESCRIPTION** | **ORG** | **OBJECT** | **PROJECT** | **INCREASE** | **DECREASE** |
| **EXPENDITURES** | | | | *(enter as positive #)* | *(enter as negative #)* |
| Vehicles < 1.6 | 3459881 | 570950 | Project Id. FA345B Grant Id: s2116 | 659,068 | |
| Equipment & Machinery | 3459881 | 570500 | Project Id. FA345B Grant Id: s2116 | 91,932 | |
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| **REVENUES** | | | | *(enter as negative #)* | *(enter as positive #)* |
| NM Dept. of Finance & Admin. | 3459881 | 460210 | | (750,000) | |
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**JUSTIFICATION:** *(use additional page if needed)*
*–Attach supporting documentation/memo*

This funding is from a State of NM Severance Tax Bond (STB) Appropriation Project Electric Vehicles 20-E2735.

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

David A. Chapman
David A. Chapman (Mar 25, 2021 10:51 MDT)
Prepared By *(print name)* — Date: Mar 25, 2021

Division Director Signature *(optional)* — Date

Regina A. Wheeler
Department Director Signature — Date: Mar 25, 2021

*(Use this form for Finance Committee/ City Council agenda items ONLY)*

**CITY COUNCIL APPROVAL**

City Council Approval Date:

Agenda Item #:

AJH
A.J. (Mar 25, 2021 16:39 MDT)
Alexis C. Lotero
Budget Officer — Date

Finance Director *(≤ $5,000)* — Date

City Manager *(≤ $60,000)* — Date

| | |
|---|---|
| Log # *(Finance use only)*: | |
| Journal # *(Finance use only)*: | |

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

| DEPARTMENT / DIVISION NAME | DATE |
|---|---|
| Finance Department | |

| ITEM DESCRIPTION | ORG | OBJECT | PROJECT | INCREASE | DECREASE |
|---|---|---|---|---|---|
| **EXPENDITURES** | | | | *(enter as positive $)* | *(enter as negative $)* |
| WIP Construction | 3209980 | 572970 | Project Id: FA320C Grant Id: S2119 | 380,083 | |
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| **REVENUES** | | | | *(enter as negative $)* | *(enter as positive $)* |
| NM Dept. of Finance & Admin. | 3209980 | 480210 | | (380,083) | |
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**JUSTIFICATION:** *(use additional page if needed)*
*--Attach supporting documentation/memo*

This funding is from a State of NM Severance Tax Bond (STB) Appropriation project Municipal Court Roofing & Renovations 20-E2740.

The actual grant amount was $383,700.00 but $3,637.00 was automatically deducted by the state for Arts in Public Places (AIPP).

*(Complete section below if BAR results in a net change to ANY Fund)*

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

David A. Chapman
David A. Chapman (Mar 25, 2021 10:53 MDT)
Prepared By *(print name)* Mar 25, 2021 Date

Division Director Signature *(optional)* Date

Regina Wheeler (Mar 25, 2021 16:22 MDT)
Regina A. Wheeler
Department Director Signature Mar 25, 2021 Date

*(Use this form for Finance Committee/ City Council agenda items ONLY)*

**CITY COUNCIL APPROVAL**

City Council Approval Date

Agenda Item #:

AJH
AJH (Mar 25, 2021 16:36 MDT)
Alexis C. Lotero
Budget Officer Mar 25, 2021 Date

Finance Director *(≤ $5,000)* Date

City Manager *(≤ $50,000)* Date

| | |
|---|---|
| Log # *(Finance use only)*: | |
| Journal # *(Finance use only)*: | |

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

| DEPARTMENT / DIVISION NAME | DATE |
|---|---|
| Finance Department | |

| ITEM DESCRIPTION | ORG | OBJECT | PROJECT | INCREASE | DECREASE |
|---|---|---|---|---|---|
| **EXPENDITURES** | | | | *(enter as positive #)* | *(enter as negative #)* |
| WIP Construction | 3209880 | 572970 | Project Id: FA183200T Grant Id: S2120 | 3,870,900 | |
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| **REVENUES** | | | | *(enter as negative #)* | *(enter as positive #)* |
| NM Dept. of Finance & Admin. | 3209880 | 460210 | | (3,870,900) | |
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**JUSTIFICATION:** *(use additional page if needed)*
*—Attach supporting documentation/memo*

This funding is from a State of NM Severance Tax Bond (STB) Appropriation project Southside Teen and Resource Center 20-E2744.
The actual grant amount was $3,910,000.00 but $39,100.00 was automatically deducted by the state for Arts in Public Places (AIPP).

*(Complete section below if BAR results in a net change to ANY Fund)*

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

David A. Chapman
David A. Chapman (Mar 25, 2021 10:53 MDT)
David A. Chapman
Prepared By *(print name)* Mar 25, 2021 — Date

Division Director Signature *(optional)* — Date

Regina Wheeler (Mar 25, 2021 16:22 MDT)
Regina A Wheeler
Department Director Signature — Date
Mar 25, 2021

*(Use this form for Finance Committee/ City Council agenda items ONLY)*

**CITY COUNCIL APPROVAL**

City Council Approval Date:

Agenda Item #:

Alexis C. Lotero
Budget Officer — Date
Mar 25, 2021

Finance Director *(≤ $5,000)* — Date

City Manager *(≤ $60,000)* — Date

| ACTION SHEET<br>PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 03/29/2021 |
|---|
| **ISSUE NO. 7l**<br><br>Request for Approval of a Budget Adjustment Resolution (BAR) for Municipal Court in the Amount of $360,063. (David A. Chapman, Grants Administrator, dachapman@santafenm.gov, 955-6824)<br><br>**Committee Review:**<br>Public Works and Utilities Committee: 03/29/2021<br>Finance Committee: 04/05/2021<br>Governing Body: 04/14/2021 |
| **PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on Consent Agenda to forward to 4/5/2021 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:** March 25, 2021

**TO:** Public Works and Utilities Committee

**VIA:** Regina Wheeler (Mar 25, 2021 11:25 MDT)
Regina Wheeler, Public Works Department Director

**FROM:** David A. Chapman Grant Administrator DAC

**ISSUE:** Request approval of State of New Mexico issued Severance Tax Bond (STB) Fund Grant Agreements for the following three projects:

20-E2735, $750,000.00 Appropriation Revision Date: 30-JUN-2024
Laws of 2020, Chapter 81, Section 35, Para. 391, Seven Hundred Fifty Thousand Dollars ($750,000.00) to purchase and equip electric vehicles and to plan, design, construct and improve charging infrastructure in Santa Fe in Santa Fe County. We expect to purchase (23) electric vehicles and a sufficient number of charging stations with this funding. The City's Fleet Management Division is working with the Sustainability Planner to purchase electric vehicles and install charging infrastructure to best meet City needs and leverage the funding. The vehicles and charging stations will be placed on City owned property.

20-E2740, $363,700.00 Appropriation Reversion Date: 30-JUN-24
Laws of 2020, Chapter 81, Section 35, Para. 396, Three Hundred Sixty Three Thousand Seven Hundred Dollars ($363,700.00) to plan, design, construct, furnish and equip renovations, including air conditioning and roof repairs, to the municipal court in Santa Fe, In Santa Fe County. After Arts in Public Places (AIPP) deduction of 1% ($3,637.00), the net grant amount is **$360,700.00.** The bulk of this appropriation will be spent on roofing and HVAC. In 2019, the State Legislature awarded the City $117,000 to install bulletproof windows in the municipal at the customer service windows in the lobby. The grant number was 19-D3204.

20-E2744, $3,910,000.00 Appropriation Reversion Date: 30-JUN-2024
Laws of 2020, Chapter 81, Section 35, Para. 400, Three Million Nine Hundred Ten Thousand Dollars ($3,910,000.00) to plan, design, construct, purchase, furnish and equip a new Southside Teen and Resource Center in Santa Fe in Santa Fe County. After an AIPP deduction of 1% ($39,100.00), the net grant amount is **$3,870,900.00.** This will go towards construction. In 2019, the State Legislature awarded the City $1,089,000 for this project. That grant number was 19-D3210.

**SUMMARY** The State of New Mexico issued these Severance Tax Bond Agreements to the City of Santa Fe in February 2021. The grants do not require matching funds and funds are provided on a reimbursement basis. In addition to acting as fiscal agent, city staff will act as project managers for these projects.

**ACTION:** Please recommend to the Finance Committee approval of these State of New Mexico Severance Tax Bond Agreements.

**Enclosures:** State Severance Tax Bond Agreements: 20-E2735, 20-E2740 and 20-E2744 BARS

| | |
|---|---|
| Log # *(Finance use only)*: | |
| Journal # *(Finance use only)*: | |

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

| DEPARTMENT / DIVISION NAME | | | | | DATE |
|---|---|---|---|---|---|
| Finance Department | | | | | 3/25/2021 |
| **ITEM DESCRIPTION** | **ORG** | **OBJECT** | **PROJECT** | **INCREASE** | **DECREASE** |
| **EXPENDITURES** | | | | *(enter as positive #)* | *(enter as negative #)* |
| Vehicles < 1.6 | 3459881 | 570950 | Project Id. FA345B Grant Id: s2116 | 659,068 | |
| Equipment & Machinery | 3459881 | 570500 | Project Id. FA345B Grant Id: s2116 | 91,932 | |
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| **REVENUES** | | | | *(enter as negative #)* | *(enter as positive #)* |
| NM Dept. of Finance & Admin. | 3459881 | 460210 | | (750,000) | |
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**JUSTIFICATION:** *(use additional page if needed)*
*–Attach supporting documentation/memo*

This funding is from a State of NM Severance Tax Bond (STB) Appropriation Project Electric Vehicles 20-E2735.

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

David A. Chapman
David A. Chapman (Mar 25, 2021 10:51 MDT)
Prepared By *(print name)* — Date: Mar 25, 2021

Division Director Signature *(optional)* — Date

Regina A. Wheeler
Department Director Signature — Date: Mar 25, 2021

*(Use this form for Finance Committee/ City Council agenda items ONLY)*

**CITY COUNCIL APPROVAL**

City Council Approval Date:

Agenda Item #:

AJH
A.J. (Mar 25, 2021 16:39 MDT)
Alexis C. Lotero
Budget Officer — Date

Finance Director *(≤ $5,000)* — Date

City Manager *(≤ $60,000)* — Date

| | |
|---|---|
| Log # *(Finance use only)*: | |
| Journal # *(Finance use only)*: | |

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

| DEPARTMENT / DIVISION NAME | DATE |
|---|---|
| Finance Department | |

| ITEM DESCRIPTION | ORG | OBJECT | PROJECT | INCREASE | DECREASE |
|---|---|---|---|---|---|
| **EXPENDITURES** | | | | *(enter as positive $)* | *(enter as negative $)* |
| WIP Construction | 3209980 | 572970 | Project Id: FA320C Grant Id: S2119 | 380,083 | |
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| **REVENUES** | | | | *(enter as negative $)* | *(enter as positive $)* |
| NM Dept. of Finance & Admin. | 3209980 | 480210 | | (380,083) | |
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**JUSTIFICATION:** *(use additional page if needed)*
*--Attach supporting documentation/memo*

This funding is from a State of NM Severance Tax Bond (STB) Appropriation project Municipal Court Roofing & Renovations 20-E2740.

The actual grant amount was $383,700.00 but $3,637.00 was automatically deducted by the state for Arts in Public Places (AIPP).

*(Complete section below if BAR results in a net change to ANY Fund)*

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

David A. Chapman
David A. Chapman (Mar 25, 2021 10:53 MDT)
Prepared By *(print name)* Mar 25, 2021 Date

Division Director Signature *(optional)* Date

Regina Wheeler (Mar 25, 2021 16:22 MDT)
Regina A. Wheeler
Department Director Signature Mar 25, 2021 Date

*(Use this form for Finance Committee/ City Council agenda items ONLY)*

**CITY COUNCIL APPROVAL**

City Council Approval Date

Agenda Item #:

AJH
AJH (Mar 25, 2021 16:36 MDT)
Alexis C. Lotero
Budget Officer Mar 25, 2021 Date

Finance Director *(≤ $5,000)* Date

City Manager *(≤ $50,000)* Date

| | |
|---|---|
| Log # *(Finance use only)*: | |
| Journal # *(Finance use only)*: | |

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

| DEPARTMENT / DIVISION NAME | DATE |
|---|---|
| Finance Department | |

| ITEM DESCRIPTION | ORG | OBJECT | PROJECT | INCREASE | DECREASE |
|---|---|---|---|---|---|
| **EXPENDITURES** | | | | *(enter as positive #)* | *(enter as negative #)* |
| WIP Construction | 3209880 | 572970 | Project Id: FA183200T Grant Id: S2120 | 3,870,900 | |
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| **REVENUES** | | | | *(enter as negative #)* | *(enter as positive #)* |
| NM Dept. of Finance & Admin. | 3209880 | 460210 | | (3,870,900) | |
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**JUSTIFICATION:** *(use additional page if needed)*
*—Attach supporting documentation/memo*

This funding is from a State of NM Severance Tax Bond (STB) Appropriation project Southside Teen and Resource Center 20-E2744.
The actual grant amount was $3,910,000.00 but $39,100.00 was automatically deducted by the state for Arts in Public Places (AIPP).

*(Complete section below if BAR results in a net change to ANY Fund)*

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

David A. Chapman
David A. Chapman (Mar 25, 2021 10:53 MDT)
David A. Chapman
Prepared By *(print name)* Mar 25, 2021 — Date

Division Director Signature *(optional)* — Date

Regina Wheeler (Mar 25, 2021 16:22 MDT)
Regina A Wheeler
Department Director Signature — Date
Mar 25, 2021

*(Use this form for Finance Committee/ City Council agenda items ONLY)*

**CITY COUNCIL APPROVAL**

City Council Approval Date:

Agenda Item #:

Alexis C. Lotero
Budget Officer — Date
Mar 25, 2021

Finance Director *(≤ $5,000)* — Date

City Manager *(≤ $60,000)* — Date

| ACTION SHEET<br>PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 03/29/2021 |
|---|
| **ISSUE NO. 7m**<br><br>Request for Approval of a Budget Adjustment Resolution (BAR) for the Southside Teen & Resource Center in the amount of $3,870,900 (David A. Chapman, Grants Administrator, dachapman@santafenm.gov, 955-6824)<br><br>**Committee Review:**<br>Public Works and Utilities Committee: 03/29/2021<br>Finance Committee: 04/05/2021<br>Governing Body: 04/14/2021 |
| **PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on Consent Agenda to forward to 4/5/2021 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:** **March 22, 2021**

**TO:** **Governing Body**

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

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

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

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

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

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

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

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

**Attachments:**

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

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

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

RECITALS:

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

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

AMENDMENT:

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

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

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

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

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

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

Non-profit:

**SANTA FE RAILYARD COMMUNITY CORPORATION**

By_____

Printed Name_____

Its_____

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

Approved as to form:

_____
Erin K. McSherry, City Attorney

City:

**CITY OF SANTA FE**

By_____
Alan Webber, Mayor

Attest:

_____
Kristine Bustos-Mihelcic, City Clerk

Approved as to finance:

_____
Mary T. McCoy, Finance Director

ACKNOWLEDGEMENTS ON FOLLOWING PAGE

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

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

_____
Notary Public

My commission expires:

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

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

_____
Notary Public

My commission expires:

# Exhibit B - Rent Schedule - April 30, 2021

2/11/2021
5:20:55 PM

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

**NOTES**

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

ITEM # 13-0649

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

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

RECITALS:

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

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

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

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

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

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

CITY CLERK RECORDED 07/29/2013

1. Add the following as Section 4.01.3:

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

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

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

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

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

SFC CLERK RECORDED 07/13/2012

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

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

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

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

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

Non-profit:

**SANTA FE RAILYARD COMMUNITY CORP.**

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

City:

**CITY OF SANTA FE**

By _____
David Coss, Mayor

Attest:

_____
Yolanda Vigil, City Clerk

May 18, 2012

Approved as to form:

_____
Geno Zamora, City Attorney

Approved as to form:

_____
Dr. Melville Morgan, Finance Director

SFC CLERK RECORDED 07/27/2012

STATE OF NEW MEXICO
§:
COUNTY OF SANTA FE

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

Notary Public

My commission expires: 6/4/15

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

STATE OF NEW MEXICO
§:
COUNTY OF SANTA FE

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

COUNTY CLERK SANTA FE COUNTY NEW MEXICO GERALDINE SALAZAR

Notary Public

My commission expires: 5-24-15

COUNTY OF SANTA FE )
STATE OF NEW MEXICO ) ss

AMENDMENT
PAGES: 5

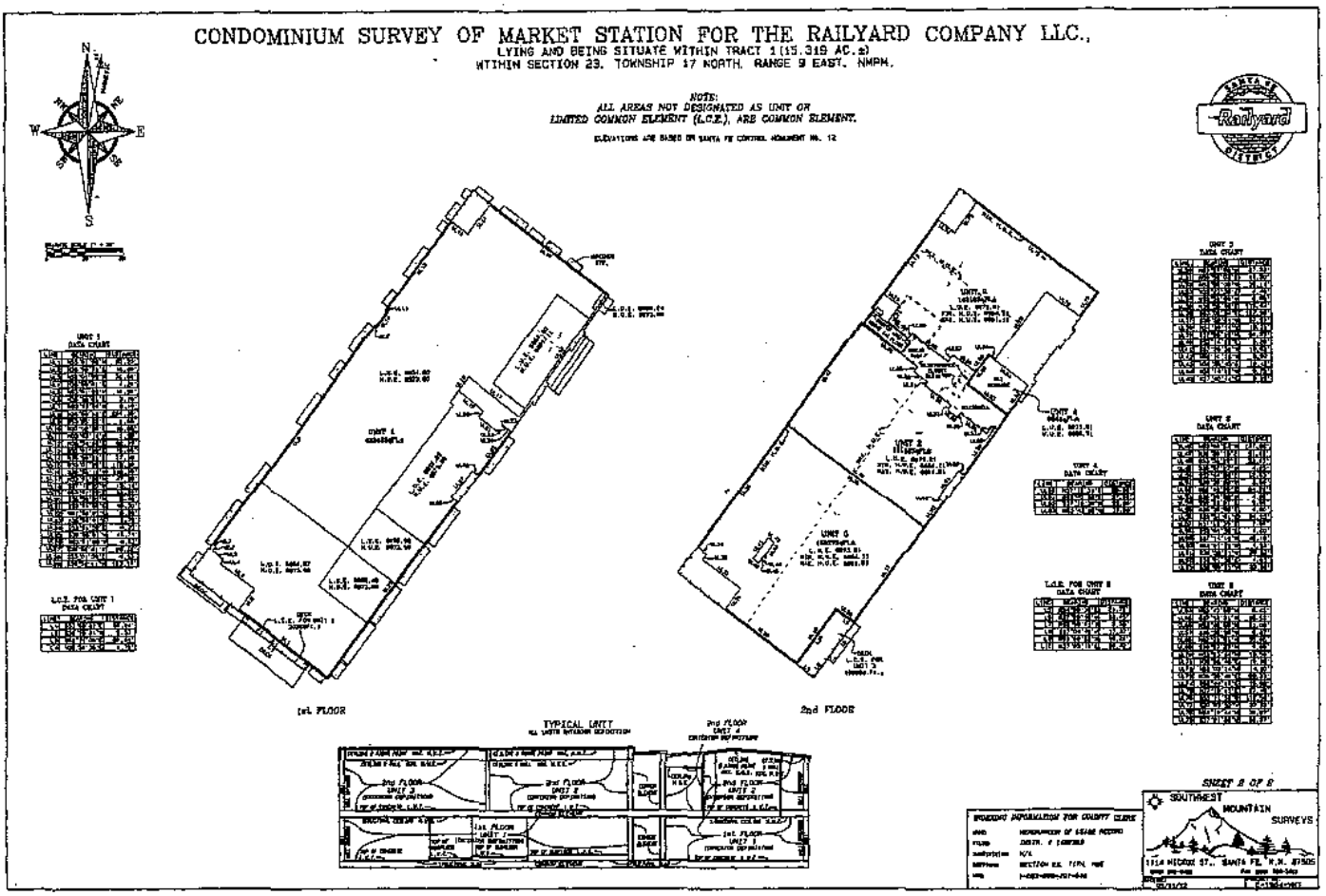
I Hereby Certify That This Instrument Was Filed for Record On The 18TH Day Of July, 2013 at 11:18:04 AM And Was Duly Recorded as Instrument # 1712349 Of The Records Of Santa Fe County

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

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

SFC CLERK RECORDED 07/18/2013

**Exhibit A**
**Leasehold Premises**
**Page 4**




SFC CLERK RECORDED 07/18/2013

ITEM # 13-0186

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

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

RECITALS:

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

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

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

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

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

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

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

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

SFC CLERK RECORDED 07/25/2013

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

Except as specifically provided in this Amendment #2, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment #2 as of the dates set out below,

Non-profit:

**SANTA FE RAILYARD COMMUNITY CORP.**

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

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

Approved as to form:

Judith Amer for
Geno Zamora, City Attorney 3/7/13

City:

**CITY OF SANTA FE**

By
David Coss, Mayor

Attest:

Yolanda Y. Vigil
Yolanda Vigil, City Clerk 3-27-13

Approved as to form:

Teresa Garcia, Assistant
~~Du. Melville Morgan~~, Finance Director

SFC CLERK RECORDED 04/12/2013

STATE OF NEW MEXICO

§:

COUNTY OF SANTA FE

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

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

Notary Public

My commission expires:

STATE OF NEW MEXICO

§:

COUNTY OF SANTA FE

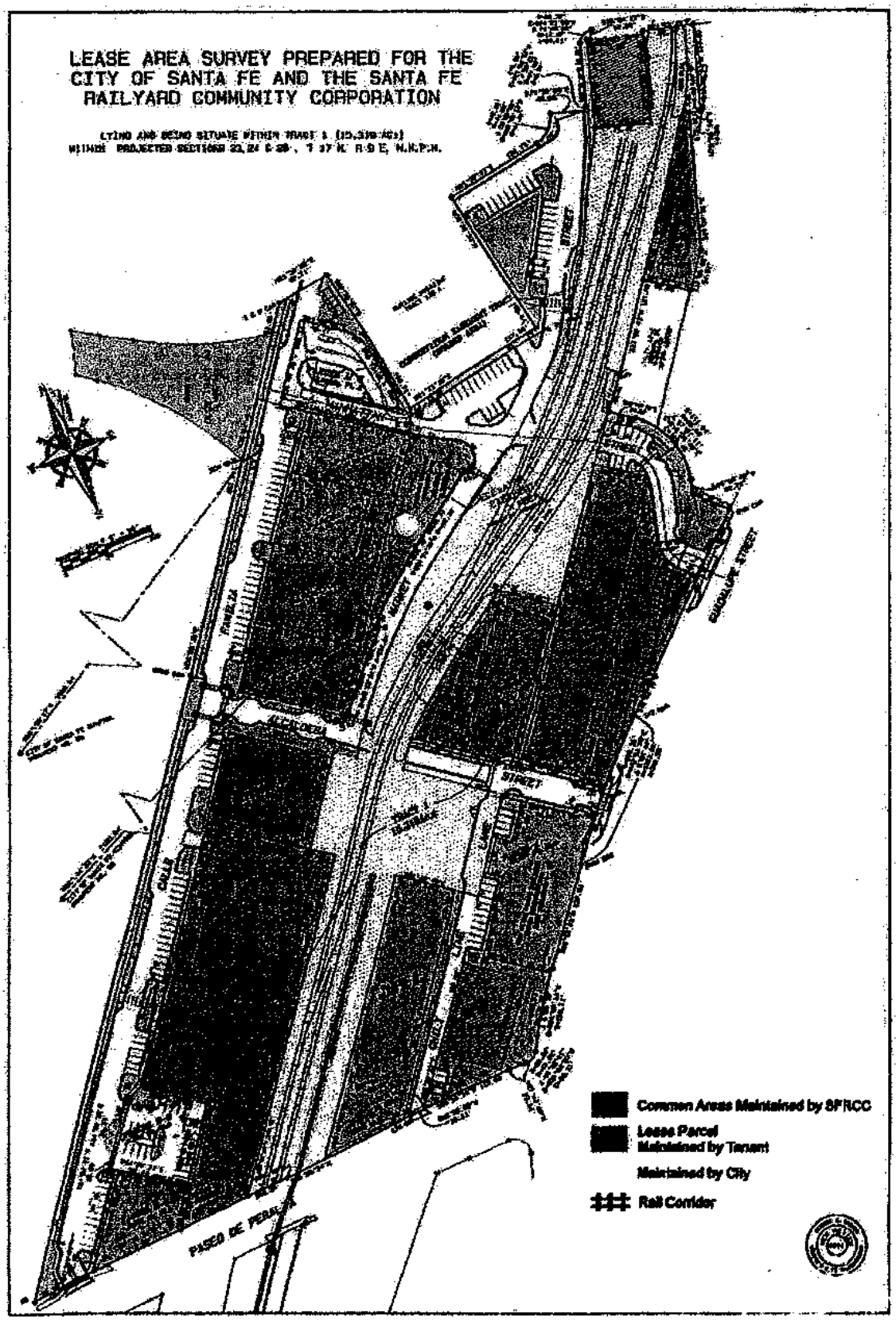
The foregoing instrument was acknowledged before me on April 2, 2013, by Donald G Meyer, the Vice-President of Santa Fe Railyard Community Corporation, a New Mexico non-profit corporation, on its behalf.

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

Notary Public

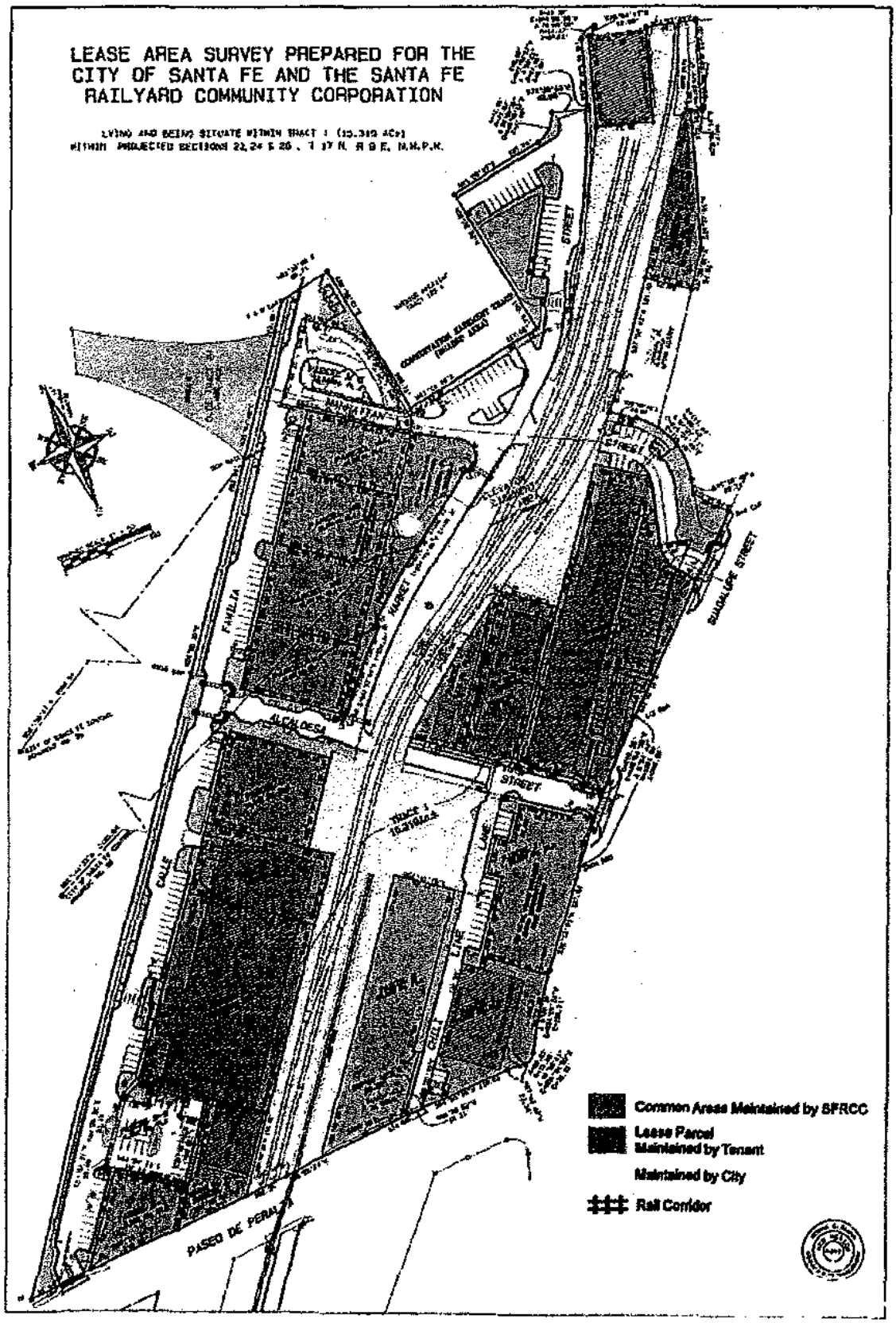
My commission expires:

SFC CLERK RECORDED 04/19/2013



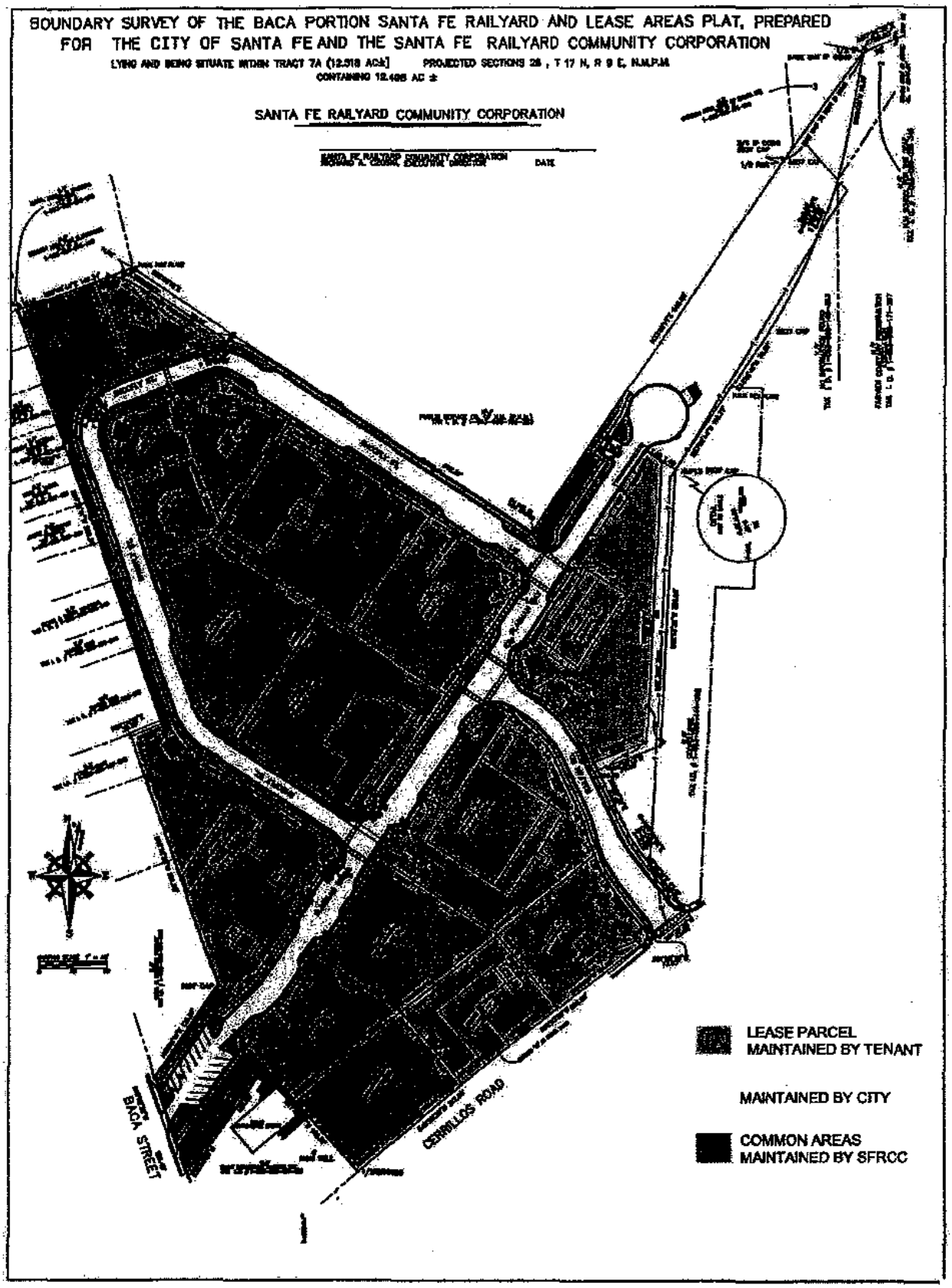

Jurisdiction Areas North of P.D.P.

SFC CLERK RECORDED 07/15/2013




Jurisdiction Areas North of P.D.P.

SFC CLERK RECORDED 07/12/2012




SFC CLERK RECORDED 07/16/2013

## Exhibit B - Rent Schedule - April 30, 2013

| | ACTUALS | | | | | | | | PROJECTED | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | | | | | | | | | | | | | | |
| DEBT SERVICE | | | | | | | | | | | | | | | | | | | | | | | | |
| City of Santa Fe Land Debt for acquisition costs - rent factor for City commitment debt relief credits applied | | | | | | | | | | | | | | | | | | | | | | | | |
| NMFA Loan – Infinity Phase I (B) ($6M) per City of SF Ord | | | | | | | | | | | | | | | | | | | | | | | | |
| NMFA Loan – Infinity Phase II (1B) $6M terms ends May 2029 and conform with City SF Schedule | | | | | | | | | | | | | | | | | | | | | | | | |
| Refinance ($11M) $10,400,000 term ends May 2029 and concurs with City of SF Schedule | | | | | | | | | | | | | | | | | | | | | | | | |
| SUB-TOTAL | | | | | | | | | | | | | | | | | | | | | | | | |
| Negotiated option Contingency Relief Funds credit - Land and NMFA, per Land Amendment #3 thru 2027-07 – 2029 CY | | | | | | | | | | | | | | | | | | | | | | | | |
| Re-Payment of Land Amendment #3 Debt Deferral of $788,175 | | | | | | | | | | | | | | | | | | | | | | | | |
| Debt Deferral and repayment per Land Amendment of 2011 and Land Amendment 3 - $5,465,441 | | | | | | | | | | | | | | | | | | | | | | | | |
| Repayment of 2010-2023 Debt Contract - $5,465,441 | | | | | | | | | | | | | | | | | | | | | | | | |
| TOTAL RENT PAYMENTS | | | | | | | | | | | | | | | | | | | | | | | | |



COUNTY OF SANTA FE )
STATE OF NEW MEXICO ) ss

AMENDMENT NO. 2
PAGES: 8

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

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

Deputy

COUNTY CLERK
GERALDINE SALAZAR
SANTA FE COUNTY NEW MEXICO

SFC CLERK RECORDED 07/18/2013

ITEM # 13-0521

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

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

RECITALS:

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

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

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

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

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

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

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

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



CITY CLERK RECORDED 05/21/2013

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

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

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

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

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

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

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

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

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

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

SFC CLERK RECORDED 07/18/2013

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

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

SIGNATURES BEGIN ON NEXT PAGE

SFC CLERK RECORDED 11/12/2013

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

Non-profit:

**SANTA FE RAILYARD COMMUNITY CORP.**

By _____

Printed Name STEVEN ROBINSON

Its PRESIDENT

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

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

Approved as to form:

_____
Geno Zamora, City Attorney 5/7/13

City:

**CITY OF SANTA FE**

By _____
David Coss, Mayor

Attest:

_____
Yolanda Vigil, City Clerk CC Mtg 6/26/13

Approved as to form:

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

CITY CLERK RECORDED 07/15/2013

STATE OF NEW MEXICO

§:

COUNTY OF SANTA FE

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

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

Notary Public

My commission expires:

STATE OF NEW MEXICO

§:

COUNTY OF SANTA FE

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

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

Notary Public

My commission expires:

SFC CLERK RECORDED 07/19/2013

M:\Judie Amer\Railyard AmendLM re theatre parking clean.doc

## LEASE & MANAGEMENT AGREEMENT CHRONOLOGY

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

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

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

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

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

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

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

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

SFC CLERK RECEIVED 07/18/2014

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

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

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

**RECOMMENDED ACTION:**

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

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

SFC CLERK RECEIVED 07/18/2013

THE SANTA FE RAILYARD
COMMUNITY CORPORATION

May 7, 2013

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

Dear Bob,

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

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

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

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

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

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

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

Z:\Lease and Management Agreement\Amendment #3 May 2013\Lt Siqueiros to LRM Amendment #3 Cover Letter (5-6-13).doc

SFC CLERK RECORDED 07/18/2013

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

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

Thank you.

Sincerely,

Richard A. Czoski, CCIM, CPM
Executive Director

COUNTY CLERK RECORDED 07/18/2013

COUNTY OF SANTA FE )
STATE OF NEW MEXICO ) ss

AMENDMENT # 3
PAGES: 9

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

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

Deputy

COUNTY CLERK
GERALDINE SALAZAR
SANTA FE COUNTY NEW MEXICO

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

ITEM # 13-0980

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

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

RECITALS:

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

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

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

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

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

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

SFC CLERK RECORDED 10/17/2013

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

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

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

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

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

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

Non-profit:

**SANTA FE RAILYARD COMMUNITY CORP.**

By _____

Printed Name STEVEN ROBINSON

Its PRESIDENT

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

Approved as to form:

_____ 8/5/13
Geno Zamora, City Attorney

City:

**CITY OF SANTA FE**

By _____
David Coss, Mayor

Attest:

_____
Yolanda Vigil, City Clerk

Approved as to form:

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

SEC CLERK RECORDED 10/17/2013

M:\Irene\Agreements\Amendment #4 SFRCC 9 19 13.doc

STATE OF NEW MEXICO

§:

COUNTY OF SANTA FE

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

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

Notary Public

My commission expires: September 8, 2016

STATE OF NEW MEXICO

§:

COUNTY OF SANTA FE

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

COUNTY CLERK
GERALDINE SALAZAR
SANTA FE COUNTY NEW MEXICO

Notary Public

My commission expires:
February 13, 2016

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

SFC CLERK RECORDED 10/17/2013

COUNTY OF SANTA FE )
STATE OF NEW MEXICO ) ss

AMENDMENT
PAGES: 3

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

Witness My Hand And Seal Of Office
Geraldine Salazar

Deputy _____ County Clerk, Santa Fe, NM

# Exhibit B - Rent Schedule - June 1, 2013

10/22/13
2:39:32 PM

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

**NOTES**

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

ITEM # 15-1031e

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

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

**RECITALS:**

**WHEREAS:**

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

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

**AGREEMENT:**

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

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

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

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

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

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

Non-profit:

**SANTA FE RAILYARD COMMUNITY CORP.**

By _____

Printed Name Steven Robinson

Its President

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

City:

**CITY OF SANTA FE**

By _____
Javier M. Gonzales, Mayor

Attest:

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

Approved as to Form:

_____
Kelley A. Brennan, City Attorney

Approved:

_____
Oscar S. Rodriguez, Finance Director

CITY CLERK RECORDED 10/22/2015

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

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

Melissa D. Byers
Notary Public

My commission expires: 4/23/18

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

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

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

Melissa D. Byers
Notary Public

My commission expires:

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

COUNTY CLERK
GERALDINE SALAZAR
SANTA FE COUNTY NEW MEXICO

COUNTY OF SANTA FE )
STATE OF NEW MEXICO ) ss

AMENDMENET NO. 5
PAGES: 3

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

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

SFC CLERK RECORDED 10/23/2015

ITEM # 16-0023

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

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

RECITALS:

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

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

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

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

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

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

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

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

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

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

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

Except as specifically provided in this Amendment #6, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

SC CLERK RECORDED 01/25/2016

IN WITNESS WHEREOF, the parties have executed this Amendment #6 as of the dates set out below,

Non-profit:

**SANTA FE RAILYARD COMMUNITY CORP.**

By _____

Printed Name STEVEN ROBINSON

Its President

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

City:

**CITY OF SANTA FE**

By _____
Javier Gonzales, Mayor

Attest:

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

Approved as to form:

_____
Kelley A. Brennan, City Attorney

Approved:

_____ 1-20-2016
Oscar Rodriguez, Finance Director

COUNTY OF SANTA FE )
STATE OF NEW MEXICO ) ss

AMENDMENT
PAGES: 11

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

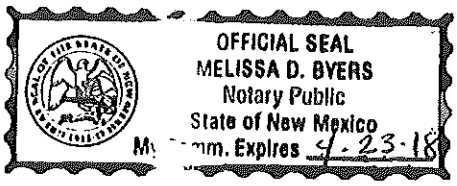
Witness My Hand And Seal Of Office
Geraldine Salazar
Deputy _____ County Clerk, Santa Fe, NM

STATE OF NEW MEXICO
§:
COUNTY OF SANTA FE

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

Melissa D. Byers
Notary Public

My commission expires: 4-23-18




STATE OF NEW MEXICO
§:
COUNTY OF SANTA FE

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

_____
Notary Public

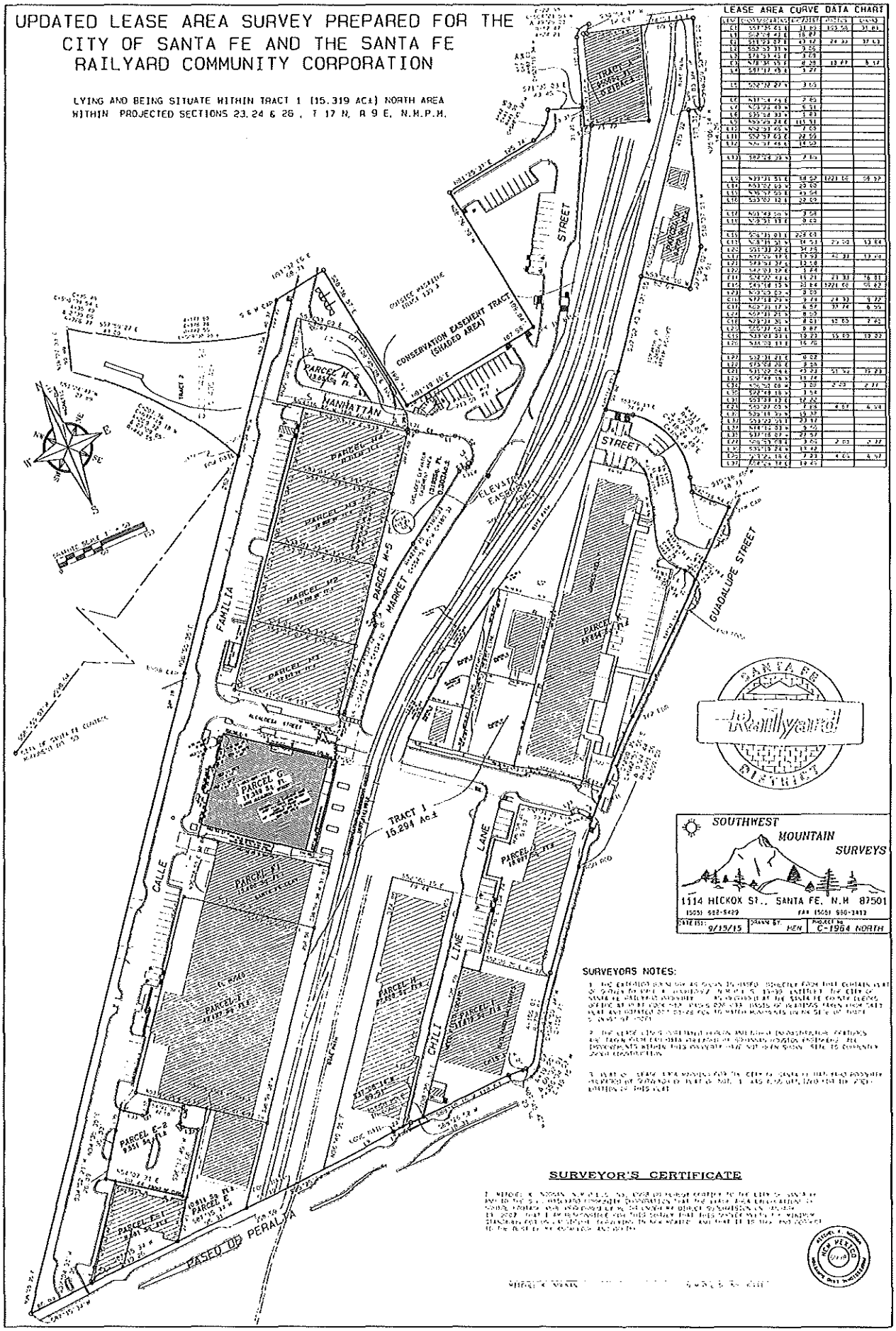
My commission expires:

SC CLERK RECORDED 01/25/2016

SFC CLERK RECORDED 01/22/2016

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

LYING AND BEING SITUATE WITHIN TRACT 1 (15.319 AC±) NORTH AREA WITHIN PROJECTED SECTIONS 23, 24 & 26, T 17 N, R 9 E, N.M.P.M.




## SURVEYORS NOTES:

1. THE EXISTING LEASE AREA AS SHOWN HEREON SPECIFICALLY EXCLUDES FROM ITSELF CERTAIN AREAS OF SPACE OCCUPIED BY PARCEL E, PARCEL F, PARCEL G, PARCEL H, THE CITY OF SANTA FE RAILYARD PARK, AS DESCRIBED BY THE SEPARATE LEASES COVERING SUCH PARCELS AND RECORDED IN THE RECORDS OF SANTA FE COUNTY, NEW MEXICO AS DOCUMENT NOS. 1703,[illegible] AND 1703,[illegible] AND AS SHOWN HEREON.

2. THE LEASE AREA IS SUBJECT TO CERTAIN EASEMENTS AND RIGHTS-OF-WAY AS SHOWN HEREON AND AS SET FORTH IN THE LEASE AGREEMENT.

3. [illegible]

## SURVEYOR'S CERTIFICATE

I, [illegible], NEW MEXICO PROFESSIONAL SURVEYOR, DO HEREBY CERTIFY TO THE CITY OF SANTA FE AND TO THE SANTA FE RAILYARD COMMUNITY CORPORATION THAT THE LEASE AREA DESCRIBED HEREON WAS SURVEYED BY ME OR UNDER MY DIRECT SUPERVISION ON [illegible] AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

[illegible]

SFC CLERK RECORDED 01/25/2016



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

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

PASEO DE PERALTA

PARCEL A3 BOUNDARY

| LINE | CHORD/ARC BEARING | ARC/CHORD | RADIUS/TAN | CHORD |
|---|---|---|---|---|
| L1 | N73°49'E | 11.00' | | |
| L2 | N73°49'E | 11.00' | | |
| L3 | N73°49'E | 17.79' | | |
| L4 | N73°49'E | 17.79' | | |
| L5 | N73°49'E | 17.79' | | |
| L6 | N73°49'E | 17.79' | | |
|

SFC CLERK RECORDED 01/25/2016

# UPDATED BOUNDARY SURVEY OF THE BACA PORTION OF THE SANTA FE RAILYARD AND LEASE AREAS PLAT, PREPARED FOR SANTA FE RAILYARD COMMUNITY CORPORATION

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

SANTA FE RAILYARD COMMUNITY CORPORATION

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

SURVEYORS NOTES

1. BASIS OF BEARINGS ARE GRID BEARINGS BASED ON THE NEW MEXICO STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE, AS DETERMINED BY GPS OBSERVATIONS. DISTANCES ARE GROUND DISTANCES. GRID TO GROUND FACTOR = 0.99967.

2. ALL RECORD LINES AND BEARINGS NOTED HEREON ARE IDENTICAL TO THOSE SHOWN ON THE PLAT OF SURVEY RECORDED IN THE SANTA FE COUNTY CLERK'S OFFICE ON JANUARY 25, 2016 AS INSTRUMENT NO. 1780241 IN BOOK 813 AT PAGE 036.

3. BASIS OF BEARINGS AND DISTANCES FOR THE RIGHT AND LEFT SIDE LINES TO BE CUT OR CREATED BY THIS SURVEY ARE AS SHOWN HEREON.

4. IMPROVEMENTS AND OTHER REGISTERED FEATURES ARE NOT SHOWN, REFER TO AS-BUILT SURVEY OF THIS PROPERTY FOR COMPLETION DATE OF PHYSICAL FEATURES AND REFER TO EXISTING EASEMENT SURVEY OF THE SANTA FE RAILYARD COMMUNITY CORPORATION FOR ALL EASEMENTS, LEASES AND AGREEMENTS AFFECTING THIS PROPERTY. ALL EASEMENTS, LEASES AND AGREEMENTS ARE NOT SHOWN HEREON.

5. BASIS OF SIDE LINES DESCRIBED AS "RIGHT AND LEFT SIDE LINES TO BE CUT OR CREATED BY THIS SURVEY" ARE AS SHOWN HEREON.

SANTA FE RAILYARD

SANTY ST

IS ALAMEDA

IS ALAMEDA

FLAGMAN WAY

DE MARGIE

BACA STREET

CERRILLOS ROAD

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

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

LEASE AREA DATA CHART

| LINE | BEARING/DELTA | LENGTH | RADIUS | CHORD |
|---|---|---|---|---|
| L1 | N15°17'24"W | 6.46' | | |
| L2 | N03°13'15"E | 4.11' | | |
| C1 | N58°18'44"E | 6.94' | 13.33' | 6.86' |
| C2 | N43°51'11"E | 6.78' | 13.33' | 6.69' |
| L3 | S54°13'34"E | 5.93' | | |
| L4 | S61°15'29"E | 3.35' | 3.95' | 3.25' |
| L5 | S77°17'46"E | 1.47' | | |
| L6 | S75°03'19"E | 7.91' | | |
| L7 | S67°25'34"E | 3.74' | | |
| C3 | S61°18'44"W | 7.19' | 13.33' | 7.10' |
| C4 | S46°18'44"W | 5.42' | 13.33' | 5.38' |
| L8 | N39°03'53"E | 5.63' | | |
| L9 | N49°25'47"E | 2.83' | 13.33' | 2.82' |
| L10 | N61°18'44"E | 12.15' | | |
| C5 | S49°25'47"W | 6.17' | | |
| C6 | S67°25'47"W | 6.17' | | |
| L11 | S20°28'29"E | 10.85' | 27.92' | 10.79' |
| L12 | S69°03'53"W | 3.58' | | |
| L13 | S13°23'55"E | 2.83' | | |
| L14 | S61°31'35"E | 7.51' | 3.29' | 5.85' |
| L15 | S69°03'53"W | 9.50' | | |
| L16 | S20°56'07"E | 2.00' | 6.58' | 2.00' |
| L17 | N69°03'53"E | 1.92' | | |
| L18 | N20°56'07"W | 4.78' | | |
| L19 | S69°03'53"W | 9.50' | | |
| L20 | S20°56'07"E | 2.00' | | |
| L21 | S69°03'53"W | 1.92' | | |
| L22 | S20°56'07"E | 4.78' | | |
| L23 | N69°03'53"E | 9.50' | | |
| L24 | S20°56'07"E | 2.00' | | |
| L25 | S69°03'53"W | 9.50' | | |
| L26 | N20°56'07"W | 2.00' | | |
| L27 | S69°03'53"W | 1.92' | | |
| L28 | N20°56'07"W | 4.78' | | |
| L29 | N69°03'53"E | 9.50' | | |
| L30 | N20°56'07"W | 2.00' | | |
| L31 | N69°03'53"E | 1.92' | | |
| L32 | S20°56'07"E | 4.78' | | |
| L33 | N69°03'53"E | 9.50' | | |
| L34 | S20°56'07"E | 2.00' | | |
| L35 | S69°03'53"W | 9.50' | | |
| L36 | S20°56'07"E | 2.00' | | |
| L37 | S69°03'53"W | 1.92' | | |
| L38 | S20°56'07"E | 4.78' | | |
| L39 | N69°03'53"E | 9.50' | | |
| L40 | S20°56'07"E | 2.00' | | |
| L41 | S69°03'53"W | 9.50' | | |
| L42 | N20°56'07"W | 2.00' | | |
| L43 | S69°03'53"W | 1.92' | | |
| L44 | N20°56'07"W | 4.78' | | |
| L45 | N69°03'53"E | 9.50' | | |
| L46 | N20°56'07"W | 2.00' | | |
| L47 | N69°03'53"E | 1.92' | | |
| L48 | S20°56'07"E | 4.78' | | |
| L49 | N69°03'53"E | 9.50' | | |
| L50 | S20°56'07"E | 2.00' | | |
| L51 | S69°03'53"W | 9.50' | | |
| L52 | S20°56'07"E | 2.00' | | |
| L53 | S69°03'53"W | 1.92' | | |
| L54 | S20°56'07"E | 4.78' | | |
| L55 | N69°03'53"E | 9.50' | | |
| L56 | S20°56'07"E | 2.00' | | |
| L57 | S69°03'53"W | 9.50' | | |
| L58 | N20°56'07"W | 2.00' | | |
| L59 | S69°03'53"W | 1.92' | | |
| L60 | N20°56'07"W | 4.78' | | |
| L61 | N69°03'53"E | 9.50' | | |
| L62 | N20°56'07"W | 2.00' | | |
| L63 | N69°03'53"E | 1.92' | | |
| L64 | S20°56'07"E | 4.78' | | |
| L65 | N69°03'53"E | 9.50' | | |
| L66 | S20°56'07"E | 2.00' | | |
| L67 | S69°03'53"W | 9.50' | | |
| L68 | S20°56'07"E | 2.00' | | |
| L69 | S69°03'53"W | 1.92' | | |
| L70 | S20°56'07"E | 4.78' | | |
| L71 | N69°03'53"E | 9.50' | | |
| L72 | S20°56'07"E | 2.00' | | |
| L73 | S69°03'53"W | 9.50' | | |
| L74 | N20°56'07"W | 2.00' | | |
| L75 | S69°03'53"W | 1.92' | | |
| L76 | N20°56'07"W | 4.78' | | |
| L77 | N69°03'53"E | 9.50' | | |
| L78 | N20°56'07"W | 2.00' | | |
| L79 | N69°03'53"E | 1.92' | | |
| L80 | S20°56'07"E | 4.78' | | |
| L81 | N69°03'53"E | 9.50' | | |
| L82 | S20°56'07"E | 2.00' | | |
| L83 | S69°03'53"W | 9.50' | | |
| L84 | S20°56'07"E | 2.00' | | |
| L85 | S69°03'53"W | 1.92' | | |
| L86 | S20°56'07"E | 4.78' | | |
| L87 | N69°03'53"E | 9.50' | | |
| L88 | S20°56'07"E | 2.00' | | |
| L89 | S69°03'53"W | 9.50' | | |
| L90 | N20°56'07"W | 2.00' | | |
| L91 | S69°03'53"W | 1.92' | | |
| L92 | N20°56'07"W | 4.78' | | |
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| L96 | S20°56'07"E | 4.78' | | |
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| L98 | S20°56'07"E | 2.00' | | |
| L99 | S69°03'53"W | 9.50' | | |
| L100 | S20°56'07"E | 2.00' | | |
| L101 | S69°03'53"W | 1.92' | | |
| L102 | S20°56'07"E | 4.78' | | |
| L103 | N69°03'53"E | 9.50' | | |
| L104 | S20°56'07"E | 2.00' | | |
| L105 | S69°03'53"W | 9.50' | | |
| L106 | N20°56'07"W | 2.00' | | |
| L107 | S69°03'53"W | 1.92' | | |
| L108 | N20°56'07"W | 4.78' | | |
| L109 | N69°03'53"E | 9.50' | | |
| L110 | N20°56'07"W | 2.00' | | |
| L111 | N69°03'53"E | 1.92' | | |
| L112 | S20°56'07"E | 4.78' | | |
| L113 | N69°03'53"E | 9.50' | | |
| L114 | S20°56'07"E | 2.00' | | |
| L115 | S69°03'53"W | 9.50' | | |
| L116 | S20°56'07"E | 2.00' | | |
| L117 | S69°03'53"W | 1.92' | | |
| L118 | S20°56'07"E | 4.78' | | |
| L119 | N69°03'53"E | 9.50' | | |
| L120 | S20°56'07"E | 2.00' | | |
| L121 | S69°03'53"W | 9.50' | | |
| L122 | N20°56'07"W | 2.00' | | |
| L123 | S69°03'53"W | 1.92' | | |
| L124 | N20°56'07"W | 4.78' | | |
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| L126 | N20°56'07"W | 2.00' | | |
| L127 | N69°03'53"E | 1.92' | | |
| L128 | S20°56'07"E | 4.78' | | |
| L129 | N69°03'53"E | 9.50' | | |
| L130 | S20°56'07"E | 2.00' | | |
| L131 | S69°03'53"W | 9.50' | | |
| L132 | S20°56'07"E | 2.00' | | |
| L133 | S69°03'53"W | 1.92' | | |
| L134 | S20°56'07"E | 4.78' | | |
| L135 | N69°03'53"E | 9.50' | | |
| L136 | S20°56'07"E | 2.00' | | |
| L137 | S69°03'53"W | 9.50' | | |
| L138 | N20°56'07"W | 2.00' | | |
| L139 | S69°03'53"W | 1.92' | | |
| L140 | N20°56'07"W | 4.78' | | |
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| L142 | N20°56'07"W | 2.00' | | |
| L143 | N69°03'53"E | 1.92' | | |
| L144 | S20°56'07"E | 4.78' | | |
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| L146 | S20°56'07"E | 2.00' | | |
| L147 | S69°03'53"W | 9.50' | | |
| L148 | S20°56'07"E | 2.00' | | |
| L149 | S69°03'53"W | 1.92' | | |
| L150 | S20°56'07"E | 4.78' | | |
| L151 | N69°03'53"E | 9.50' | | |
| L152 | S20°56'07"E | 2.00' | | |
| L153 | S69°03'53"W | 9.50' | | |
| L154 | N20°56'07"W | 2.00' | | |
| L155 | S69°03'53"W | 1.92' | | |
| L156 | N20°56'07"W | 4.78' | | |
| L157 | N69°03'53"E | 9.50' | | |
| L158 | N20°56'07"W | 2.00' | | |
| L159 | N69°03'53"E | 1.92' | | |
| L160 | S20°56'07"E | 4.78' | | |
| L161 | N69°03'53"E | 9.50' | | |
| L162 | S20°56'07"E | 2.00' | | |
| L163 | S69°03'53"W | 9.50' | | |
| L164 | S20°56'07"E | 2.00' | | |
| L165 | S69°03'53"W | 1.92' | | |
| L166 | S20°56'07"E | 4.78' | | |
| L167 | N69°03'53"E | 9.50' | | |
| L168 | S20°56'07"E | 2.00' | | |
| L169 | S69°03'53"W | 9.50' | | |
| L170 | N20°56'07"W | 2.00' | | |
| L171 | S69°03'53"W | 1.92' | | |
| L172 | N20°56'07"W | 4.78' | | |
| L173 | N69°03'53"E | 9.50' | | |
| L174 | N20°56'07"W | 2.00' | | |
| L175 | N69°03'53"E | 1.92' | | |
| L176 | S20°56'07"E | 4.78' | | |
| L177 | N69°03'53"E | 9.50' | | |
| L178 | S20°56'07"E | 2.00' | | |
| L179 | S69°03'53"W | 9.50' | | |
| L180 | S20°56'07"E | 2.00' | | |
| L181 | S69°03'53"W | 1.92' | | |
| L182 | S20°56'07"E | 4.78' | | |
| L183 | N69°03'53"E | 9.50' | | |
| L184 | S20°56'07"E | 2.00' | | |
| L185 | S69°03'53"W | 9.50' | | |
| L186 | N20°56'07"W | 2.00' | | |
| L187 | S69°03'53"W | 1.92' | | |
| L188 | N20°56'07"W | 4.78' | | |
| L189 | N69°03'53"E | 9.50' | | |
| L190 | N20°56'07"W | 2.00' | | |
| L191 | N69°03'53"E | 1.92' | | |
| L192 | S20°56'07"E | 4.78' | | |
| L193 | N69°03'53"E | 9.50' | | |
| L194 | S20°56'07"E | 2.00' | | |
| L195 | S69°03'53"W | 9.50' | | |
| L196 | S20°56'07"E | 2.00' | | |
| L197 | S69°03'53"W | 1.92' | | |
| L198 | S20°56'07"E | 4.78' | | |
| L199 | N69°03'53"E | 9.50' | | |
| L200 | S20°56'07"E | 2.00' | | |
| L201 | S69°03'53"W | 9.50' | | |
| L202 | N20°56'07"W | 2.00' | | |
| L203 | S69°03'53"W | 1.92' | | |
| L204 | N20°56'07"W | 4.78' | | |
| L205 | N69°03'53"E | 9.50' | | |
| L206 | N20°56'07"W | 2.00' | | |
| L207 | N69°03'53"E | 1.92' | | |
| L208 | S20°56'07"E | 4.78' | | |
| L209 | N69°03'53"E | 9.50' | | |
| L210 | S20°56'07"E | 2.00' | | |
| L211 | S69°03'53"W | 9.50' | | |
| L212 | S20°56'07"E | 2.00' | | |
| L213 | S69°03'53"W | 1.92' | | |
| L214 | S20°56'07"E | 4.78' | | |
| L215 | N69°03'53"E | 9.50' | | |
| L216 | S20°56'07"E | 2.00' | | |
| L217 | S69°03'53"W | 9.50' | | |
| L218 | N20°56'07"W | 2.00' | | |
| L219 | S69°03'53"W | 1.92' | | |
| L220 | N20°56'07"W | 4.78' | | |
| L221 | N69°03'53"E | 9.50' | | |
| L222 | N20°56'07"W | 2.00' | | |
| L223 | N69°03'53"E | 1.92' | | |
| L224 | S20°56'07"E | 4.78' | | |
| L225 | N69°03'53"E | 9.50' | | |
| L226 | S20°56'07"E | 2.00' | | |
| L227 | S69°03'53"W | 9.50' | | |
| L228 | S20°56'07"E | 2.00' | | |
| L229 | S69°03'53"W | 1.92' | | |
| L230 | S20°56'07"E | 4.78' | | |
| L231 | N69°03'53"E | 9.50' | | |
| L232 | S20°56'07"E | 2.00' | | |
| L233 | S69°03'53"W | 9.50' | | |
| L234 | N20°56'07"W | 2.00' | | |
| L235 | S69°03'53"W | 1.92' | | |
| L236 | N20°56'07"W | 4.78' | | |
| L237 | N69°03'53"E | 9.50' | | |
| L238 | N20°56'07"W | 2.00' | | |
| L239 | N69°03'53"E | 1.92' | | |
| L240 | S20°56'07"E | 4.78' | | |
| L241 | N69°03'53"E | 9.50' | | |
| L242 | S20°56'07"E | 2.00' | | |
| L243 | S69°03'53"W | 9.50' | | |
| L244 | S20°56'07"E | 2.00' | | |
| L245 | S69°03'53"W | 1.92' | | |
| L246 | S20°56'07"E | 4.78' | | |
| L247 | N69°03'53"E | 9.50' | | |
| L248 | S20°56'07"E | 2.00' | | |
| L249 | S69°03'53"W | 9.50' | | |
| L250 | N20°56'07"W | 2.00' | | |
| L251 | S69°03'53"W | 1.92' | | |
| L252 | N20°56'07"W | 4.78' | | |
| L253 | N69°03'53"E | 9.50' | | |
| L254 | N20°56'07"W | 2.00' | | |
| L255 | N69°03'53"E | 1.92' | | |
| L256 | S20°56'07"E | 4.78' | | |
| L257 | N69°03'53"E | 9.50' | | |
| L258 | S20°56'07"E | 2.00' | | |
| L259 | S69°03'53"W | 9.50' | | |
| L260 | S20°56'07"E | 2.00' | | |
| L261 | S69°03'53"W | 1.92' | | |
| L262 | S20°56'07"E | 4.78' | | |
| L263 | N69°03'53"E | 9.50' | | |
| L264 | S20°56'07"E | 2.00' | | |
| L265 | S69°03'53"W | 9.50' | | |
| L266 | N20°56'07"W | 2.00' | | |
| L267 | S69°03'53"W | 1.92' | | |
| L268 | N20°56'07"W | 4.78' | | |
| L269 | N69°03'53"E | 9.50' | | |
| L270 | N20°56'07"W | 2.00' | | |
| L271 | N69°03'53"E | 1.92' | | |
| L272 | S20°56'07"E | 4.78' | | |
| L273 | N69°03'53"E | 9.50' | | |
| L274 | S20°56'07"E | 2.00' | | |
| L275 | S69°03'53"W | 9.50' | | |
| L276 | S20°56'07"E | 2.00' | | |
| L277 | S69°03'53"W | 1.92' | | |
| L278 | S20°56'07"E | 4.78' | | |
| L279 | N69°03'53"E | 9.50' | | |
| L280 | S20°56'07"E | 2.00' | | |
| L281 | S69°03'53"W | 9.50' | | |
| L282 | N20°56'07"W | 2.00' | | |
| L283 | S69°03'53"W | 1.92' | | |
| L284 | N20°56'07"W | 4.78' | | |
| L285 | N69°03'53"E | 9.50' | | |
| L286 | N20°56'07"W | 2.00' | | |
| L287 | N69°03'53"E | 1.92' | | |
| L288 | S20°56'07"E | 4.78' | | |
| L289 | N69°03'53"E | 9.50' | | |
| L290 | S20°56'07"E | 2.00' | | |
| L291 | S69°03'53"W | 9.50' | | |
| L292 | S20°56'07"E | 2.00' | | |
| L293 | S69°03'53"W | 1.92' | | |
| L294 | S20°56'07"E | 4.78' | | |
| L295 | N69°03'53"E | 9.50' | | |
| L296 | S20°56'07"E | 2.00' | | |
| L297 | S69°03'53"W | 9.50' | | |
| L298 | N20°56'07"W | 2.00' | | |
| L299 | S69°03'53"W | 1.92' | | |
| L300 | N20°56'07"W | 4.78' | | |
| L301 | N69°03'53"E | 9.50' | | |
| L302 | N20°56'07"W | 2.00' | | |
| L303 | N69°03'53"E | 1.92' | | |
| L304 | S20°56'07"E | 4.78' | | |
| L305 | N69°03'53"E | 9.50' | | |
| L306 | S20°56'07"E | 2.00' | | |
| L307 | S69°03'53"W | 9.50' | | |
| L308 | S20°56'07"E | 2.00' | | |
| L309 | S69°03'53"W | 1.92' | | |
| L310 | S20°56'07"E | 4.78' | | |
| L311 | N69°03'53"E | 9.50' | | |
| L312 | S20°56'07"E | 2.00' | | |
| L313 | S69°03'53"W | 9.50' | | |
| L314 | N20°56'07"W | 2.00' | | |
| L315 | S69°03'53"W | 1.92' | | |
| L316 | N20°56'07"W | 4.78' | | |
| L317 | N69°03'53"E | 9.50' | | |
| L318 | N20°56'07"W | 2.00' | | |
| L319 | N69°03'53"E | 1.92' | | |
| L320 | S20°56'07"E | 4.78' | | |
| L321 | N69°03'53"E | 9.50' | | |
| L322 | S20°56'07"E | 2.00' | | |
| L323 | S69°03'53"W | 9.50' | | |
| L324 | S20°56'07"E | 2.00' | | |
| L325 | S69°03'53"W | 1.92' | | |
| L326 | S20°56'07"E | 4.78' | | |
| L327 | N69°03'53"E | 9.50' | | |
| L328 | S20°56'07"E | 2.00' | | |
| L329 | S69°03'53"W | 9.50' | | |
| L330 | N20°56'07"W | 2.00' | | |
| L331 | S69°03'53"W | 1.92' | | |
| L332 | N20°56'07"W | 4.78' | | |
| L333 | N69°03'53"E | 9.50' | | |
| L334 | N20°56'07"W | 2.00' | | |
| L335 | N69°03'53"E | 1.92' | | |
| L336 | S20°56'07"E | 4.78' | | |
| L337 | N69°03'53"E | 9.50' | | |
| L338 | S20°56'07"E | 2.00' | | |
| L339 | S69°03'53"W | 9.50' | | |
| L340 | S20°56'07"E | 2.00' | | |
| L341 | S69°03'53"W | 1.92' | | |
| L342 | S20°56'07"E | 4.78' | | |
| L343 | N69°03'53"E | 9.50' | | |
| L344 | S20°56'07"E | 2.00' | | |
| L345 | S69°03'53"W | 9.50' | | |
| L346 | N20°56'07"W | 2.00' | | |
| L347 | S69°03'53"W | 1.92' | | |
| L348 | N20°56'07"W | 4.78' | | |
| L349 | N69°03'53"E | 9.50' | | |
| L350 | N20°56'07"W | 2.00' | | |
| L351 | N69°03'53"E | 1.92' | | |
| L352 | S20°56'07"E | 4.78' | | |
| L353 | N69°03'53"E | 9.50' | | |
| L354 | S20°56'07"E | 2.00' | | |
| L355 | S69°03'53"W | 9.50' | | |
| L356 | S20°56'07"E | 2.00' | | |
| L357 | S69°03'53"W | 1.92' | | |
| L358 | S20°56'07"E | 4.78' | | |
| L359 | N69°03'53"E | 9.50' | | |
| L360 | S20°56'07"E | 2.00' | | |
| L361 | S69°03'53"W | 9.50' | | |
| L362 | N20°56'07"W | 2.00' | | |
| L363 | S69°03'53"W | 1.92' | | |
| L364 | N20°56'07"W | 4.78' | | |
| L365 | N69°03'53"E | 9.50' | | |
| L366 | N20°56'07"W | 2.00' | | |
| L367 | N69°03'53"E | 1.92' | | |
| L368 | S20°56'07"E | 4.78' | | |
| L369 | N69°03'53"E | 9.50' | | |
| L370 | S20°56'07"E | 2.00' | | |
| L371 | S69°03'53"W | 9.50' | | |
| L372 | S20°56'07"E | 2.00' | | |
| L373 | S69°03'53"W | 1.92' | | |
| L374 | S20°56'07"E | 4.78' | | |
| L375 | N69°03'53"E | 9.50' | | |
| L376 | S20°56'07"E | 2.00' | | |
| L377 | S69°03'53"W | 9.50' | | |
| L378 | N20°56'07"W | 2.00' | | |
| L379 | S69°03'53"W | 1.92' | | |
| L380 | N20°56'07"W | 4.78' | | |
| L381 | N69°03'53"E | 9.50' | | |
| L382 | N20°56'07"W | 2.00' | | |
| L383 | N69°03'53"E | 1.92' | | |
| L384 | S20°56'07"E | 4.78' | | |
| L385 | N69°03'53"E | 9.50' | | |
| L386 | S20°56'07"E | 2.00' | | |
| L387 | S69°03'53"W | 9.50' | | |
| L388 | S20°56'07"E | 2.00' | | |
| L389 | S69°03'53"W | 1.92' | | |
| L390 | S20°56'07"E | 4.78' | | |
| L391 | N69°03'53"E | 9.50' | | |
| L392 | S20°56'07"E | 2.00' | | |
| L393 | S69°03'53"W | 9.50' | | |
| L394 | N20°56'07"W | 2.00' | | |
| L395 | S69°03'53"W | 1.92' | | |
| L396 | N20°56'07"W | 4.78' | | |
| L397 | N69°03'53"E | 9.50' | | |
| L398 | N20°56'07"W | 2.00' | | |
| L399 | N69°03'53"E | 1.92' | | |
| L400 | S20°56'07"E | 4.78' | | |
| L401 | N69°03'53"E | 9.50' | | |
| L402 | S20°56'07"E | 2.00' | | |
| L403 | S69°03'53"W | 9.50' | | |
| L404 | S20°56'07"E | 2.00' | | |
| L405 | S69°03'53"W | 1.92' | | |
| L406 | S20°56'07"E | 4.78' | | |
| L407 | N69°03'53"E | 9.50' | | |
| L408 | S20°56'07"E | 2.00' | | |
| L409 | S69°03'53"W | 9.50' | | |
| L410 | N20°56'07"W | 2.00' | | |
| L411 | S69°03'53"W | 1.92' | | |
| L412 | N20°56'07"W | 4.78' | | |
| L413 | N69°03'53"E | 9.50' | | |
| L414 | N20°56'07"W | 2.00' | | |
| L415 | N69°03'53"E | 1.92' | | |
| L416 | S20°56'07"E | 4.78' | | |
| L417 | N69°03'53"E | 9.50' | | |
| L418 | S20°56'07"E | 2.00' | | |
| L419 | S69°03'53"W | 9.50' | | |
| L420 | S20°56'07"E | 2.00' | | |
| L421 | S69°03'53"W | 1.92' | | |
| L422 | S20°56'07"E | 4.78' | | |
| L423 | N69°03'53"E | 9.50' | | |
| L424 | S20°56'07"E | 2.00' | | |
| L425 | S69°03'53"W | 9.50' | | |
| L426 | N20°56'07"W | 2.00' | | |
| L427 | S69°03'53"W | 1.92' | | |
| L428 | N20°56'07"W | 4.78' | | |
| L429 | N69°03'53"E | 9.50' | | |
| L430 | N20°56'07"W | 2.00' | | |
| L431 | N69°03'53"E | 1.92' | | |
| L432 | S20°56'07"E | 4.78' | | |
| L433 | N69°03'53"E | 9.50' | | |
| L434 | S20°56'07"E | 2.00' | | |
| L435 | S69°03'53"W | 9.50' | | |
| L436 | S20°56'07"E | 2.00' | | |
| L437 | S69°03'53"W | 1.92' | | |
| L438 | S20°56'07"E | 4.78' | | |
| L439 | N69°03'53"E | 9.50' | | |
| L440 | S20°56'07"E | 2.00' | | |
| L441 | S69°03'53"W | 9.50' | | |
| L442 | N20°56'07"W | 2.00' | | |
| L443 | S69°03'53"W | 1.92' | | |
| L444 | N20°56'07"W | 4.78' | | |
| L445 | N69°03'53"E | 9.50' | | |
| L446 | N20°56'07"W | 2.00' | | |
| L447 | N69°03'53"E | 1.92' | | |
| L448 | S20°56'07"E | 4.78' | | |
| L449 | N69°03'53"E | 9.50' | | |
| L450 | S20°56'07"E | 2.00' | | |
| L451 | S69°03'53"W | 9.50' | | |
| L452 | S20°56'07"E | 2.00' | | |
| L453 | S69°03'53"W | 1.92' | | |
| L454 | S20°56'07"E | 4.78' | | |
| L455 | N69°03'53"E | 9.50' | | |
| L456 | S20°56'07"E | 2.00' | | |
| L457 | S69°03'53"W | 9.50' | | |
| L458 | N20°56'07"W | 2.00' | | |
| L459 | S69°03'53"W | 1.92' | | |
| L460 | N20°56'07"W | 4.78' | | |
| L461 | N69°03'53"E | 9.50' | | |
| L462 | N20°56'07"W | 2.00' | | |
| L463 | N69°03'53"E | 1.92' | | |
| L464 | S20°56'07"E | 4.78' | | |
| L465 | N69°03'53"E | 9.50' | | |
| L466 | S20°56'07"E | 2.00' | | |
| L467 | S69°03'53"W | 9.50' | | |
| L468 | S20°56'07"E | 2.00' | | |
| L469 | S69°03'53"W | 1.92' | | |
| L470 | S20°56'07"E | 4.78' | | |
| L471 | N69°03'53"E | 9.50' | | |
| L472 | S20°56'07"E | 2.00' | | |
| L473 | S69°03'53"W | 9.50' | | |
| L474 | N20°56'07"W | 2.00' | | |
| L475 | S69°03'53"W | 1.92' | | |
| L476 | N20°56'07"W | 4.78' | | |
| L477 | N69°03'53"E | 9.50' | | |
| L478 | N20°56'07"W | 2.00' | | |
| L479 | N69°03'53"E | 1.92' | | |
| L480 | S20°56'07"E | 4.78' | | |
| L481 | N69°03'53"E | 9.50' | | |
| L482 | S20°56'07"E | 2.00' | | |
| L483 | S69°03'53"W | 9.50' | | |
| L484 | S20°56'07"E | 2.00' | | |
| L485 | S69°03'53"W | 1.92' | | |
| L486 | S20°56'07"E | 4.78' | | |
| L487 | N69°03'53"E | 9.50' | | |
| L488 | S20°56'07"E | 2.00' | | |
| L489 | S69°03'53"W | 9.50' | | |
| L490 | N20°56'07"W | 2.00' | | |
| L491 | S69°03'53"W | 1.92' | | |
| L492 | N20°56'07"W | 4.78' | | |
| L493 | N69°03'53"E | 9.50' | | |
| L494 | N20°56'07"W | 2.00' | | |
| L495 | N69°03'53"E | 1.92' | | |
| L496 | S20°56'07"E | 4.78' | | |
| L497 | N69°03'53"E | 9.50' | | |
| L498 | S20°56'07"E | 2.00' | | |
| L499 | S69°03'53"W | 9.50' | | |
| L500 | S20°56'07"E | 2.00' | | |
| L501 | S69°03'53"W | 1.92' | | |
| L502 | S20°56'07"E | 4.78' | | |
| L503 | N69°03'53"E | 9.50' | | |
| L504 | S20°56'07"E | 2.00' | | |
| L505 | S69°03'53"W | 9.50' | | |
| L506 | N20°56'07"W | 2.00' | | |
| L507 | S69°03'53"W | 1.92' | | |
| L508 | N20°56'07"W | 4.78' | | |
| L509 | N69°03'53"E | 9.50' | | |
| L510 | N20°56'07"W | 2.00' | | |
| L511 | N69°03'53"E | 1.92' | | |
| L512 | S20°56'07"E | 4.78' | | |
| L513 | N69°03'53"E | 9.50' | | |
| L514 | S20°56'07"E | 2.00' | | |
| L515 | S69°03'53"W | 9.50' | | |
| L516 | S20°56'07"E | 2.00' | | |
| L517 | S69°03'53"W | 1.92' | | |
| L518 | S20°56'07"E | 4.78' | | |
| L519 | N69°03'53"E | 9.50' | | |
| L520 | S20°56'07"E | 2.00' | | |
| L521 | S69°03'53"W | 9.50' | | |
| L522 | N20°56'07"W | 2.00' | | |
| L523 | S69°03'53"W | 1.92' | | |
| L524 | N20°56'07"W | 4.78' | | |
| L525 | N69°03'53"E | 9.50' | | |
| L526 | N20°56'07"W | 2.00' | | |
| L527 | N69°03'53"E | 1.92' | | |
| L528 | S20°56'07"E | 4.78' | | |
| L529 | N69°03'53"E | 9.50' | | |
| L530 | S20°56'07"E | 2.00' | | |
| L531 | S69°03'53"W | 9.50' | | |
| L532 | S20°56'07"E | 2.00' | | |
| L533 | S69°03'53"W | 1.92' | | |
| L534 | S20°56'07"E | 4.78' | | |
| L535 | N69°03'53"E | 9.50' | | |
| L536 | S20°56'07"E | 2.00' | | |
| L537 | S69°03'53"W | 9.50' | | |
| L538 | N20°56'07"W | 2.00' | | |
| L539 | S69°03'53"W | 1.92' | | |
| L540 | N20°56'07"W | 4.78' | | |
| L541 | N69°03'53"E | 9.50' | | |
| L542 | N20°56'07"W | 2.00' | | |
| L543 | N69°03'53"E | 1.92' | | |
| L544 | S20°56'07"E | 4.78' | | |
| L545 | N69°03'53"E | 9.50' | | |
| L546 | S20°56'07"E | 2.00' | | |
| L547 | S69°03'53"W | 9.50' | | |
| L548 | S20°56'07"E | 2.00' | | |
| L549 | S69°03'53"W | 1.92' | | |
| L550 | S20°56'07"E | 4.78' | | |
| L551 | N69°03'53"E | 9.50' | | |
| L552 | S20°56'07"E | 2.00' | | |
| L553 | S69°03'53"W | 9.50' | | |
| L554 | N20°56'07"W | 2.00' | | |
| L555 | S69°03'53"W | 1.92' | | |
| L556 | N20°56'07"W | 4.78' | | |
| L557 | N69°03'53"E | 9.50' | | |
| L558 | N20°56'07"W | 2.00' | | |
| L559 | N69°03'53"E | 1.92' | | |
| L560 | S20°56'07"E | 4.78' | | |
| L561 | N69°03'53"E | 9.50' | | |
| L562 | S20°56'07"E | 2.00' | | |
| L563 | S69°03'53"W | 9.50' | | |
| L564 | S20°56'07"E | 2.00' | | |
| L565 | S69°03'53"W | 1.92' | | |
| L566 | S20°56'07"E | 4.78' | | |
| L567 | N69°03'53"E | 9.50' | | |
| L568 | S20°56'07"E | 2.00' | | |
| L569 | S69°03'53"W | 9.50' | | |
| L570 | N20°56'07"W | 2.00' | | |
| L571 | S69°03'53"W | 1.92' | | |
| L572 | N20°56'07"W | 4.78' | | |
| L573 | N69°03'53"E | 9.50' | | |
| L574 | N20°56'07"W | 2.00' | | |
| L575 | N69°03'53"E | 1.92' | | |
| L576 | S20°56'07"E | 4.78' | | |
| L577 | N69°03'53"E | 9.50' | | |
| L578 | S20°56'07"E | 2.00' | | |
| L579 | S69°03'53"W | 9.50' | | |
| L580 | S20°56'07"E | 2.00' | | |
| L581 | S69°03'53"W | 1.92' | | |
| L582 | S20°56'07"E | 4.78' | | |
| L583 | N69°03'53"E | 9.50' | | |
| L584 | S20°56'07"E | 2.00' | | |
| L585 | S69°03'53"W | 9.50' | | |
| L586 | N20°56'07"W | 2.00' | | |
| L587 | S69°03'53"W | 1.92' | | |
| L588 | N20°56'07"W | 4.78' | | |
| L589 | N69°03'53"E | 9.50' | | |
| L590 | N20°56'07"W | 2.00' | | |
| L591 | N69°03'53"E | 1.92' | | |
| L592 | S20°56'07"E | 4.78' | | |
| L593 | N69°03'53"E | 9.50' | | |
| L594 | S20°56'07"E | 2.00' | | |
| L595 | S69°03'53"W | 9.50' | | |
| L596 | S20°56'07"E | 2.00' | | |
| L597 | S69°03'53"W | 1.92' | | |
| L598 | S20°56'07"E | 4.78' | | |
| L599 | N69°03'53"E | 9.50' | | |
| L600 | S20°56'07"E | 2.00' | | |
| L601 | S69°03'53"W | 9.50' | | |
| L602 | N20°56'07"W | 2.00' | | |
| L603 | S69°03'53"W | 1.92' | | |
| L604 | N20°56'07"W | 4.78' | | |
| L605 | N69°03'53"E | 9.50' | | |
| L606 | N20°56'07"W | 2.00' | | |
| L607 | N69°03'53"E | 1.92' | | |
| L608 | S20°56'07"E | 4.78' | | |
| L609 | N69°03'53"E | 9.50' | | |
| L610 | S20°56'07"E | 2.00' | | |
| L611 | S69°03'53"W | 9.50' | | |
| L612 | S20°56'07"E | 2.00' | | |
| L613 | S69°03'53"W | 1.92' | | |
| L614 | S20°56'07"E | 4.78' | | |
| L615 | N69°03'53"E | 9.50' | | |
| L616 | S20°56'07"E | 2.00' | | |
| L617 | S69°03'53"W | 9.50' | | |
| L618 | N20°56'07"W | 2.00' | | |
| L619 | S69°03'53"W | 1.92' | | |
| L620 | N20°56'07"W | 4.78' | | |
| L621 | N69°03'53"E | 9.50' | | |
| L622 | N20°56'07"W | 2.00' | | |
| L623 | N69°03'53"E | 1.92' | | |
| L624 | S20°56'07"E | 4.78' | |

City of Santa Fe
NEWS RELEASE
www.santafenm.gov

# Second Public Meeting on Short-Term Rentals

*Opportunity To Provide Input On City Approach To Booming Rental Market*

January 20, 2015

**For Immediate Release**

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

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

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

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

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

###

SFC CLERK RECORDED 01/25/2016

# Exhibit B - Rent Schedule - December 1, 2015

11/10/2015
5:21:05 PM

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

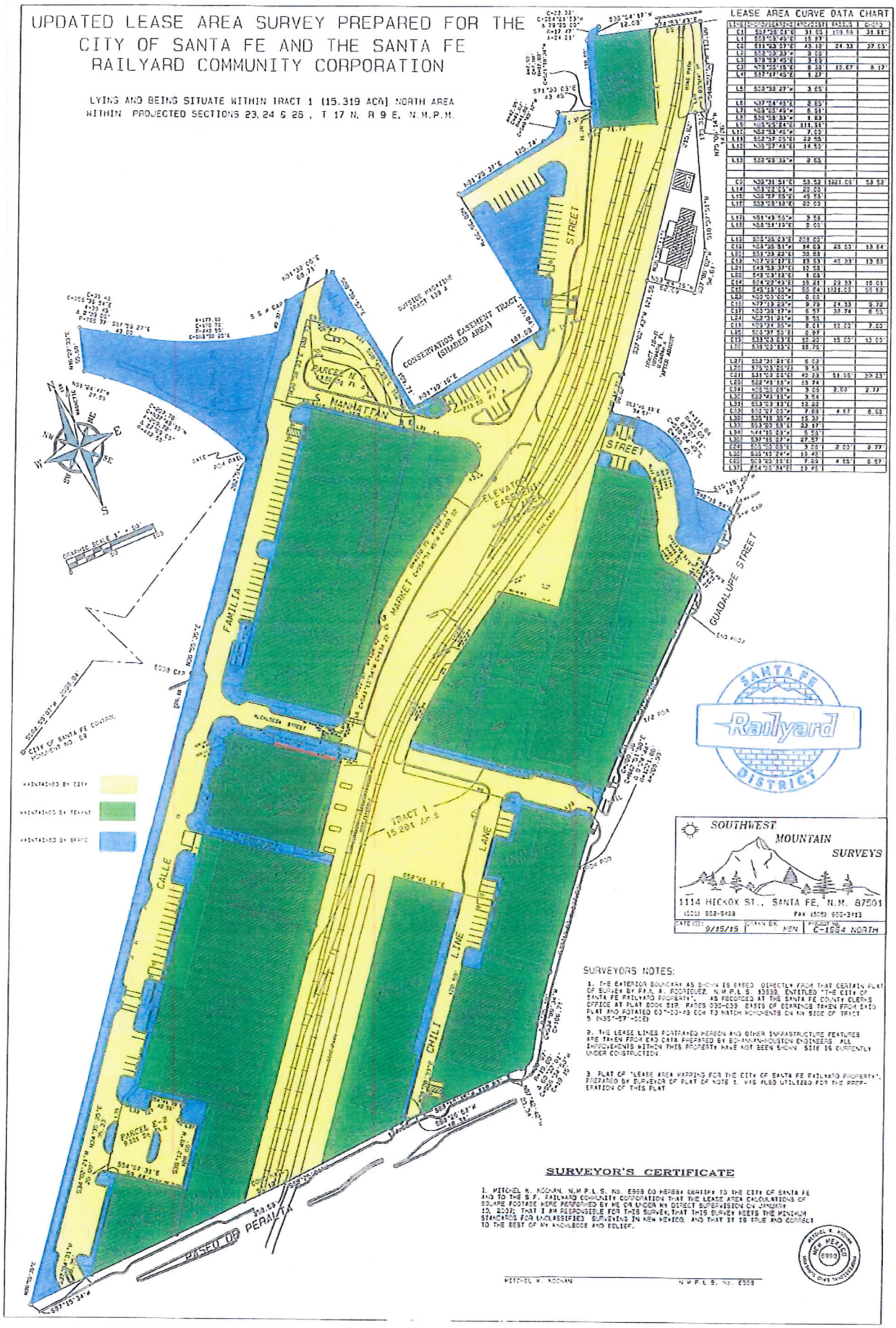
NOTES

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

SFC CLERK RECORDED 01/25/2016

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

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




LEASE AREA CURVE DATA CHART

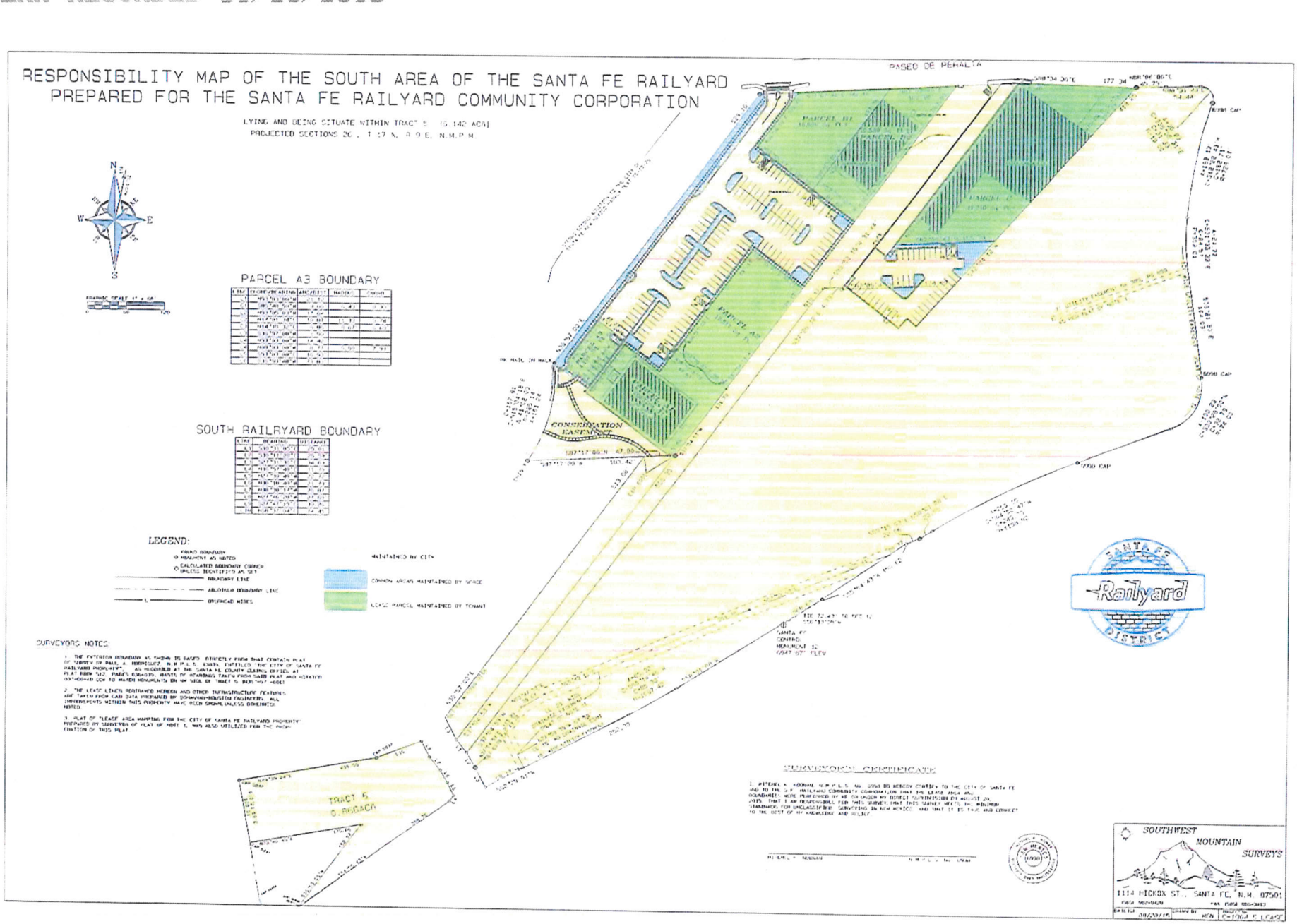
| | | | | |
|---|---|---|---|---|
| L1 | S03°-20'-48"W | 31.00 | 119.16 | 31.84 |
| C1 | S03°-20'-48"W | 18.27 | | |
| C2 | S11°-53'-57"E | 43.12' | 24.33 | 37.53' |
| L2 | S03°-20'-48"W | 9.00 | | |
| C3 | S13°-39'-45"E | 3.83 | | |
| C3 | N78°-39'-15"E | 8.33 | 30.67 | 8.37' |
| L4 | S37°-17'-45"E | 8.27 | | |
| L5 | S03°-20'-48"W | 3.65' | | |
| L6 | N37°-17'-45"E | 2.65' | | |
| L7 | N03°-20'-48"E | 6.51' | | |
| L8 | S38°-39'-33"W | 8.83 | | |
| L9 | N05°-49'-24"E | 818.31' | | |
| L10 | N52°-39'-45"W | 7.00 | | |
| L11 | S52°-39'-45"E | 22.55 | | |
| L12 | N39°-37'-45"E | 34.55 | | |
| L13 | S03°-20'-48"W | 9.65 | | |
| C5 | N39°-31'-51"E | 59.58 | 3881.05' | 59.59 |
| L14 | N03°-20'-48"E | 20.00 | | |
| L15 | N39°-37'-45"E | 45.55 | | |
| L16 | S39°-28'-18"E | 80.00 | | |
| L17 | N51°-43'-55"W | 9.55 | | |
| L18 | N38°-51'-19"E | 8.00 | | |
| L19 | S03°-35'-33"E | 208.03' | | |
| C12 | N39°-35'-51"W | 34.09 | 65.00 | 33.84 |
| L20 | S51°-39'-37"E | 33.55 | | |
| C13 | N12°-08'-27"E | 33.55 | 45.33 | 33.65 |
| L21 | S49°-55'-33"E | 33.55 | | |
| L22 | S49°-55'-33"E | 8.55 | | |
| C14 | S24°-22'-43"E | 33.21 | 29.33 | 35.01 |
| C15 | S45°-19'-55"W | 50.64 | 3328.05 | 50.62 |
| L23 | N39°-40'-05"W | 8.05 | | |
| C16 | N77°-13'-37"W | 9.73 | 24.33 | 9.72 |
| C17 | N03°-39'-37"W | 8.97 | 33.74 | 8.95 |
| L24 | N03°-31'-21"W | 8.55 | | |
| C18 | N03°-31'-21"W | 8.01 | 33.03' | 7.03 |
| L25 | S03°-39'-21"E | 2.87 | | |
| C19 | S39°-43'-53"E | 33.00 | 35.03' | 33.03 |
| L26 | S39°-43'-53"E | 38.75 | | |
| L27 | S53°-31'-21"E | 8.03 | | |
| L28 | S15°-43'-53"E | 9.53 | | |
| C20 | S15°-43'-53"E | 41.33 | 53.55 | 39.53 |
| L29 | S39°-43'-53"E | 33.24 | | |
| C21 | N39°-35'-03"W | 9.03 | 8.03 | 2.77 |
| L30 | S39°-43'-53"E | 9.53 | | |
| L31 | S39°-43'-53"E | 33.22 | | |
| C22 | S12°-27'-03"W | 7.03 | 4.67 | 8.53 |
| L32 | S39°-18'-35"W | 35.39 | | |
| L33 | S53°-20'-48"E | 33.87 | | |
| L34 | N44°-55'-03"W | 8.03 | | |
| L35 | S37°-15'-27"W | 27.57 | | |
| C24 | S03°-20'-48"E | 3.00 | 2.03' | 2.77 |
| L36 | S03°-20'-48"E | 13.42 | | |
| C25 | S03°-53'-53"E | 7.03 | 4.55' | 6.57 |
| L37 | S24°-22'-43"E | 33.45 | | |

SFC CLERK RECORDED 01/25/2016



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

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



SFC CLERK RECORDED 01/25/2016

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

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

SANTA FE RAILYARD COMMUNITY CORPORATION

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

SURVEYORS NOTES:

1. BASIS OF BEARINGS IS GRID NORTH OF THE NEW MEXICO STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE. DISTANCES SHOWN HEREON ARE GROUND DISTANCES. TO OBTAIN GRID DISTANCES MULTIPLY BY 0.9996. THE BASIS OF BEARINGS AND DISTANCES ARE BASED ON THE SANTA FE RAILYARD COMMUNITY CORPORATION SURVEY DATED 5/13/15.

2. THE LEASE AREAS SHOWN HEREON ARE FOR GRAPHICAL PURPOSES ONLY AND ARE NOT INTENDED TO BE USED FOR CONVEYANCE OR CONSTRUCTION.

3. ALL OF LANDS DESCRIBED IN BOOK D, PAGE 5 AND BOOK 0002, PAGE 0008 AS RECORDED IN THE OFFICE OF THE COUNTY CLERK OF SANTA FE COUNTY, NEW MEXICO ARE DEPICTED ON THIS PLAT.

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

5. BOOKS AND PLATS CITED FROM THE RECORDS OF SANTA FE COUNTY, NEW MEXICO AS RECORDED BY NMPLS PS 8008 OR PERSONS NOT LICENSED IN THE STATE OF NEW MEXICO ARE SHOWN HEREON AS PER THE RECORD DESCRIPTION OF SAID DOCUMENT NO. 8410039.

SHOOFLY ST

FLAGMAN WAY

CERRILLOS ROAD

BACA STREET

DETAIL
NOT TO SCALE

COUNTY OF SANTA FE )
STATE OF NEW MEXICO ) SS
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD ON THE____ DAY OF_____ A.D. 20____ AT _____ O'CLOCK_____M AND WAS DULY RECORDED IN PLAT BOOK_____ PAGE_____ OF THE RECORDS OF SANTA FE COUNTY
WITNESS MY HAND AND SEAL OF OFFICE
GERALDINE SALAZAR
COUNTY CLERK, SANTA FE COUNTY, NM

_____ DEPUTY

LEASE AREA DATA CHART

| LEGEND | CHORD BEARING | CHORD | RADIUS | DELTA | CHORD |
|---|---|---|---|---|---|
| L1 | N35°01'24"W | 8.41 | | | |
| L2 | N30°03'55"W | 4.81 | | | |
| C1 | N30°08'49"W | 8.04 | 33.81 | 13°38'41" | 8.02 |
| C2 | N33°15'31"E | 6.03 | 11.30 | 30°34'24" | 5.97 |
| L3 | S04°15'04"E | 5.07 | | | |
| C3 | S31°43'25"W | 3.15 | 3.44 | 52°34'33" | 3.05 |
| L4 | S37°27'45"W | 3.47 | | | |
| L5 | N40°53'15"E | 2.03 | | | |
| L6 | N39°02'10"E | 3.74 | | | |
| C4 | N57°34'07"W | 23.73 | 30.47 | 53°09'42" | 23.33 |
| C5 | S86°45'42"W | 4.16 | 9.07 | 26°16'51" | 4.12 |
| L7 | N39°03'03"W | 2.63 | | | |
| C6 | N49°40'42"W | 4.03 | 10.84 | 85°28'44" | 3.66 |
| L8 | S00°01'57"E | 52.15 | | | |
| L9 | S49°40'24"E | 8.97 | | | |
| C7 | S03°53'53"E | 19.05 | 23.85 | 47°28'15" | 18.23 |
| L10 | S00°01'57"E | 3.03 | | | |
| L11 | S19°49'05"W | 7.03 | | | |
| C8 | S24°41'55"W | 3.97 | 2.75 | 73°58'45" | 3.33 |
| L12 | S70°20'34"E | 2.53 | | | |
| C9 | N78°38'54"E | 3.00 | 6.58 | 26°08'59" | 2.97 |
| L13 | N39°09'45"E | 4.75 | | | |
| L14 | S03°47'34"E | 0.63 | | | |
| L15 | S01°57'03"W | 2.05 | | | |
| C10 | S58°31'35"W | 7.15 | 11.78 | 34°48'34" | 7.04 |
| C11 | S13°13'45"W | 7.73 | 14.19 | 31°58'20" | 7.63 |
| L16 | S24°41'31"W | 4.23 | | | |
| L17 | S39°43'11"W | 22.73 | | | |
| C12 | N71°23'13"E | 3.23 | 8.75 | 21°03'05" | 3.24 |
| L18 | N71°23'13"E | 4.03 | | | |
| L19 | S49°05'05"W | 31.35 | | | |
| L20 | S44°05'05"W | 81.05 | | | |
| L21 | N88°55'05"W | 20.33 | | | |
| L22 | N39°04'55"E | 2.03 | | | |
| C13 | N39°04'55"E | 4.05 | 35.15 | 7°24'03" | 4.05 |
| L23 | S39°43'43"E | 3.04 | | | |
| C14 | N73°33'33"E | 5.64 | 5.64 | 55°08'48" | 5.43 |
| L24 | N39°43'04"E | 20.48 | | | |
| C15 | N33°33'33"E | 33.33 | 33.88 | 53°24'53" | 32.12 |
| L25 | N39°43'04"E | 38.61 | | | |
| C16 | N13°56'53"E | 4.37 | 10.29 | 25°03'45" | 4.35 |
| L26 | N05°55'05"E | 5.48 | | | |
| L27 | S05°33'33"E | 24.63 | | | |
| L28 | S39°43'43"E | 24.63 | | | |
| C17 | S33°33'47"E | 57.55 | 84.73 | 39°13'33" | 56.07 |
| L29 | N39°43'43"W | 9.33 | | | |
| L30 | N39°43'43"W | 0.58 | | | |
| L31 | N35°45'45"W | 0.58 | | | |
| L32 | N39°43'43"W | 33.81 | 33.33 | 45°33'27" | 33.33 |
| C18 | N17°33'33"E | 33.73 | 33.33 | 33°33'47" | 7.65 |
| L33 | N39°43'43"W | 7.33 | | | |
| L34 | N39°43'43"W | 0.33 | | | |
| L35 | N39°43'43"W | 0.33 | | | |
| L36 | N39°43'43"W | 0.33 | | | |
| C19 | N39°43'43"W | 12.71 | 17.87 | 45°33'33" | 12.43 |
| L37 | N35°45'45"W | 2.03 | | | |
| L38 | N39°43'43"W | 33.73 | | | |
| C20 | N39°43'43"W | 57.55 | 33.33 | 55°33'33" | 55.55 |
| L39 | S49°05'05"W | 33.33 | | | |
| L40 | S44°05'05"W | 33.33 | | | |
| L41 | S39°43'43"E | 33.33 | | | |
| L42 | S35°45'45"E | 33.33 | | | |
| L43 | S39°43'43"E | 33.33 | | | |
| L44 | S44°05'05"E | 33.33 | | | |
| L45 | S49°05'05"E | 33.33 | | | |
| L46 | S39°43'43"E | 7.77 | | | |
| L47 | N39°43'43"W | 3.03 | | | |
| L48 | N35°05'05"W | 4.03 | | | |
| C21 | N54°43'33"E | 3.04 | 3.83 | 45°33'33" | 3.97 |
| C22 | N39°43'43"W | 44.73 | 33.33 | 45°33'45" | 84.33 |
| L49 | S39°43'43"E | 33.81 | | | |
| L50 | S39°43'43"E | 33.33 | | | |
| L51 | S39°43'43"E | 5.11 | | | |
| L52 | S39°43'43"E | 3.33 | | | |
| L53 | S39°43'43"E | 3.33 | | | |
| C23 | S24°07'33"E | 55.03 | 33.84 | 39°33'34" | 54.65 |
| L54 | S39°43'43"E | 8.53 | | | |
| C24 | S39°43'43"E | 5.33 | 5.73 | 51°33'03" | 4.55 |
| L55 | N35°45'45"W | 0.03 | | | |
| L56 | S39°43'43"E | 3.33 | | | |
| C25 | N39°43'43"W | 6.37 | 33.33 | 27°24'37" | 5.63 |
| L57 | S49°33'33"W | 2.33 | | | |

LEGEND

- ● INDICATES PROPERTY PIN FOUND AS NOTED
- ○ INDICATES CALCULATED LEASE AREA CORNER
- INDICATES 1'L'/1' POLE, OVER-HEAD 1'L'/1' LINES AND POLE ID'Y AND/OR 1' WHERE AVAILABLE
- INDICATES FENCE LINE

LEASE AREAS DESIGNATED TO TENANT
MAINTAINED BY CITY
MAINTAINED BY SFRCC

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT AND THE FIELD SURVEY ON WHICH IT IS BASED WERE PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT THE SURVEY MEETS THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

PATRICK M. NOONAN N.M.P.L.S. No. 8008

NEW MEXICO 8008 REGISTERED PROFESSIONAL LAND SURVEYOR

SOUTHWEST MOUNTAIN SURVEYS
1114 HICKOX ST., SANTA FE, N.M. 87501
(505) 992-9498 FAX (505) 995-2413

INDEXING INFORMATION FOR COUNTY CLERK

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

ITEM # 16-0265

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

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

RECITALS:

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

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

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

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

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

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

Leasehold Premises shall include the following areas: a.) approximately 82 square feet adjacent to Lease Parcel E that was previously a portion of the Conservation Easement, and b.) the land in the Baca Street portion of the Railyard that was exchanged with the Santa Fe Lodge No.2, Independent Order of Oddfellows, Inc. and Parcel A-3 comprised of 4,191 square feet. Parcel A-4 comprised of up to sixty-five (65) parking spaces located in the existing parking area adjacent to Parcel A-2 and an area of approximately 2,000 square feet on the north side of Lease Parcel A-2 shall be added to the Leased Premises effective on the commencement date of a sublease between the Non-profit and a sublease tenant for the development of a multifamily residential building. The area described above in the aggregate is depicted in Exhibit A hereto, dated March 1, 2016, and shall be hereinafter referred to as the "Leasehold Premises". Exhibit A is included for graphical information only. If any conflicts appear between Exhibit A and the text in this Agreement, the text shall prevail. Nothing herein shall be deemed to limit the addition of property owned by the City to the area covered as Leasehold Premises should such properties be added to the Railyard through the planning process or by way of acquisition by the City and so long as the Non-profit gives its written consent to the addition of the property to the Leasehold Premises and conveys fair value for any additional property."

2. Delete in its entirety Page 1 of 3 of Exhibit C entitled "Maintenance Responsibilities" dated December 1, 2015 and replace with the attached Exhibit C entitled "Maintenance Responsibilities" dated March 1, 2016.

3. Add a new paragraph at the end of Section 5.06, "Implementation" as follows:

"In order to achieve the objectives of the Railyard Master Plan, in accordance with 14-8.14(D)(5) SFCC 1987, the City shall pay the impact fees associated with any residential development constructed on Lease Parcel A-2 provided that at least fifteen percent (15%) of the construction work required to construct the residential development (measured as a percentage of construction hard costs) is awarded to local businesses that qualify for "Local Preference" which, for the purposes of this Agreement, is defined below:

1) The principal place of business of the enterprise must be physically located within the Santa Fe County Geographic Boundaries;

2) The business location must be a physical location, street address or such. A Santa Fe post office box or other non-physical postal address alone is not acceptable; and

3) The principal place of business must have been established no less than six months preceding the award of the contract, subcontract or purchase order.

As used herein, the term, "construction work" includes all design- and construction-related labor and materials directly associated with the residential development."

4. Delete in its entirety section 5.13 and replace with the following;

**"5.13 Special Entertainment** The Non-profit shall promote, permit, and program special events and special entertainment in the public space on the Conservation Easement, except the Rail Line Corridor and the portion of the Conservation Easement south of the Alarid Street railroad crossing ("Event/Vendor Space"). Notwithstanding the foregoing, the Event/Vendor Space shall include the pocket park located on the northern portion of the Rail Line Corridor adjacent to Montezuma Street. The Non-profit shall manage public and private events on the Event/Vendor Space pursuant to all the applicable terms and conditions of this Agreement, Conservation Easement, and Santa Fe Railyard Park, Plaza and Alameda Public Policies and Procedures approved by the City of Santa Fe City Council on May 13, 2009, all as amended from time to time. Whenever the Non-profit believes it is in the best interests of the City to negotiate amendments to the Deed of Conservation Easement, the Non-profit may attempt to negotiate such amendments with the grantee of the Deed of Conservation Easement and may propose such amendments as are acceptable to the grantee to the Governing Body of the City for approval. The Non-profit will also consult with the City Manager or his or her designee from time to time, as may be necessary or appropriate, with respect to the vending and public and private event management of the Event/Vendor Space. Such activities shall be performed in coordination with subtenants, outside vendors and the holder of the Railyard Conservation Easement. The Non-profit shall manage vending and public and private events on the Event/Vendor Space, including granting licenses for the potential users, in a manner that facilitates and encourages development of the Santa Fe Railyard in accordance with the Santa Fe Railyard Master Plan, as it may be amended from time to time.

The Non-profit or the City may terminate the Non-profit's responsibilities and obligations described in this Section 5.13 upon sixty (60) days written notice to the other party."

Except as specifically provided in this Amendment #7, the Agreement remains and shall remain in full force and effect, in accordance with its term.

IN WITNESS WHEREOF, the parties have executed this Amendment #7 as of the dates set out below,

Non-profit:

**SANTA FE RAILYARD COMMUNITY CORP.**

By _____

Printed Name STEVEN ROBINSON

Its President

CRS # 02-481098003
City of Santa Fe Business
License Registration # 0397164

City:

**CITY OF SANTA FE**

By _____
Javier M. Gonzales, Mayor

Attest:

Yolanda Vigil, City Clerk

Approved as to form:

Kelley A. Brennan, City Attorney

Approved as to form:

Oscar S. Rodriguez, Finance Director

ACKNOWLEDGEMENTS ON FOLLOWING PAGE

STATE OF NEW MEXICO

§:

COUNTY OF SANTA FE

The foregoing instrument was acknowledged before me on May 10, 2016, by Javier M. Gonzales, Mayor of City of Santa Fe, a New Mexico municipal corporation, on its behalf.

Melissa D. Byers
Notary Public

My commission expires: 4/23/18

OFFICIAL SEAL
MELISSA D. BYERS
Notary Public
State of New Mexico
My Comm. Expires 4-23-18

STATE OF NEW MEXICO

§:

COUNTY OF SANTA FE

The foregoing instrument was acknowledged before me on May 10, 2016, by Steven Robinson, the Board President of Santa Fe Railyard Community Corporation, a New Mexico non-profit corporation, on its behalf.

Melissa D. Byers
Notary Public

My commission expires: 4/23/18

OFFICIAL SEAL
MELISSA D. BYERS
Notary Public
State of New Mexico
My Comm. Expires 4-23-18

COUNTY CLERK
GERALDINE SALAZAR
SANTA FE COUNTY NEW MEXICO

COUNTY OF SANTA FE )
STATE OF NEW MEXICO ) ss

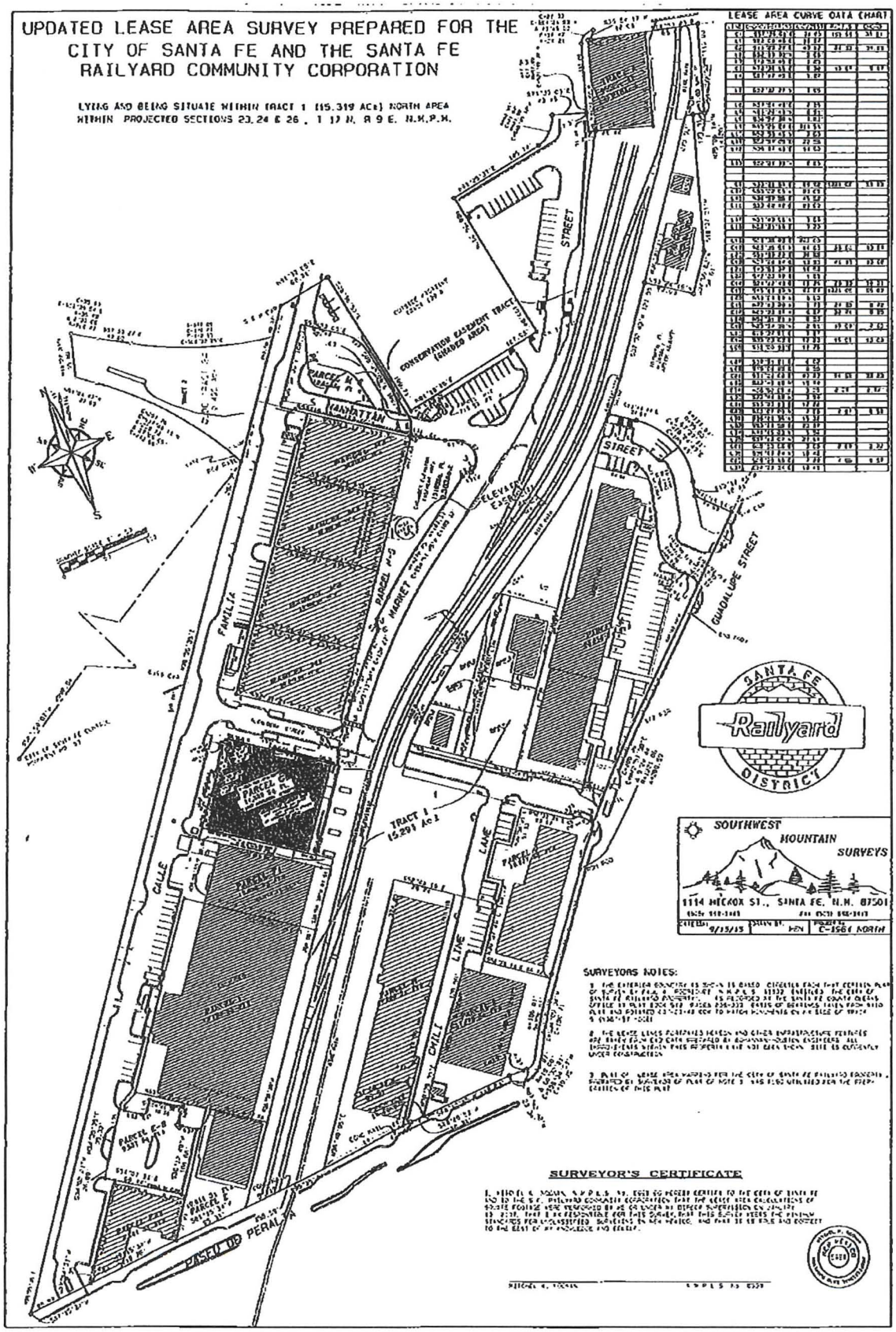
AMENDMENT
PAGES: 11

I Hereby Certify That This Instrument Was Filed for Record On The 13TH Day Of May, 2016 at 10:31:00 AM And Was Duly Recorded as Instrument # 1793453 Of The Records Of Santa Fe County

Witness My Hand And Seal Of Office
Geraldine Salazar
County Clerk, Santa Fe, NM

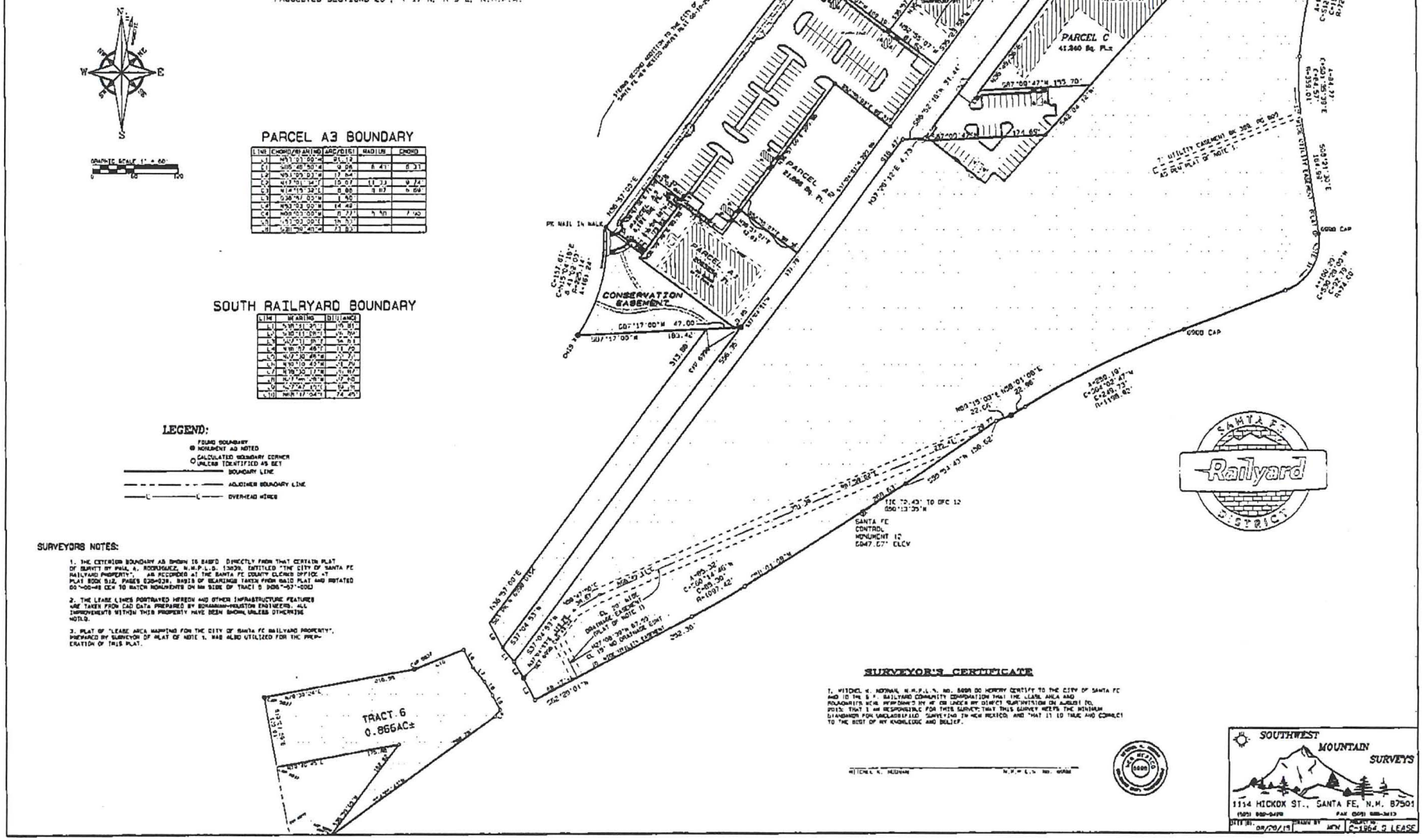
Deputy Estrella Martinez

**Exhibit A (March 1, 2016)**
**Page 1 of 3**



# UPDATED LEASE PARCEL SURVEY OF THE SOUTH AREA OF THE SANTA FE RAILYARD PREPARED FOR THE SANTA FE RAILYARD COMMUNITY CORPORATION

LYING AND BEING SITUATE WITHIN TRACT 5 (5.142 AC±)
PROJECTED SECTIONS 26 , T 17 N, R 9 E, N.M.P.M.




## PARCEL A3 BOUNDARY

| LINE | CHORD/BEARING | ARC/DIST | RADIUS | CHORD |
|---|---|---|---|---|
| L1 | N81°01'09"W | 91.12 | | |
| C1 | S05°48'50"W | 9.08 | 8.41 | 8.37 |
| L2 | N81°01'09"W | 17.64 | | |
| C2 | N13°01'09"W | 10.07 | 11.33 | 9.74 |
| C3 | N14°19'33"E | 8.88 | 8.87 | 8.68 |
| L3 | S38°41'09"E | 1.40 | | |
| L4 | N51°01'09"W | 14.48 | | |
| C4 | N06°03'09"W | 8.77 | 5.50 | 7.90 |
| L5 | N51°01'09"W | 14.50 | | |
| L6 | S38°58'51"W | 73.83 | | |

## SOUTH RAILYARD BOUNDARY

| LINE | BEARING | DISTANCE |
|---|---|---|
| L1 | S38°41'51"W | 119.81 |
| L2 | N30°11'09"W | 43.79 |
| L3 | N42°11'09"W | 54.71 |
| L4 | N38°17'46"E | 13.49 |
| L5 | N42°10'26"W | 31.77 |
| L6 | N30°19'43"W | 31.79 |
| L7 | N38°10'11"W | 31.89 |
| L8 | N42°11'09"W | 17.80 |
| L9 | N42°10'43"W | 52.71 |
| L10 | N38°17'04"E | 74.45 |

**LEGEND:**

- FOUND BOUNDARY MONUMENT AS NOTED
- CALCULATED BOUNDARY CORNER UNLESS IDENTIFIED AS SET
- BOUNDARY LINE
- ADJOINER BOUNDARY LINE
- OVERHEAD WIRES

**SURVEYORS NOTES:**

1. THE EXTERIOR BOUNDARY AS SHOWN IS BASED DIRECTLY FROM THAT CERTAIN PLAT OF SURVEY BY PAUL A. RODRIGUEZ, N.M.P.L.S. 13039, ENTITLED "THE CITY OF SANTA FE RAILYARD PROPERTY", AS RECORDED AT THE SANTA FE COUNTY CLERKS OFFICE AT PLAT BOOK 512, PAGES 028-038; BASIS OF BEARINGS TAKEN FROM SAID PLAT AND ROTATED 00°00'48" CCW TO MATCH MONUMENTS ON NW SIDE OF TRACT 5 (N38°41'09"E).

2. THE LEASE LINES PORTRAYED HEREON AND OTHER INFRASTRUCTURE FEATURES ARE TAKEN FROM CAD DATA PREPARED BY BOHANNAN-HOUSTON ENGINEERS. ALL IMPROVEMENTS WITHIN THIS PROPERTY HAVE BEEN SHOWN, UNLESS OTHERWISE NOTED.

3. PLAT OF "LEASE AREA MARKING FOR THE CITY OF Santa Fe RAILYARD PROPERTY", PREPARED BY GLORIEVOR OF PLAT OF NOTE 1, WAS ALSO UTILIZED FOR THE PREPERATION OF THIS PLAT.

**SURVEYOR'S CERTIFICATE**

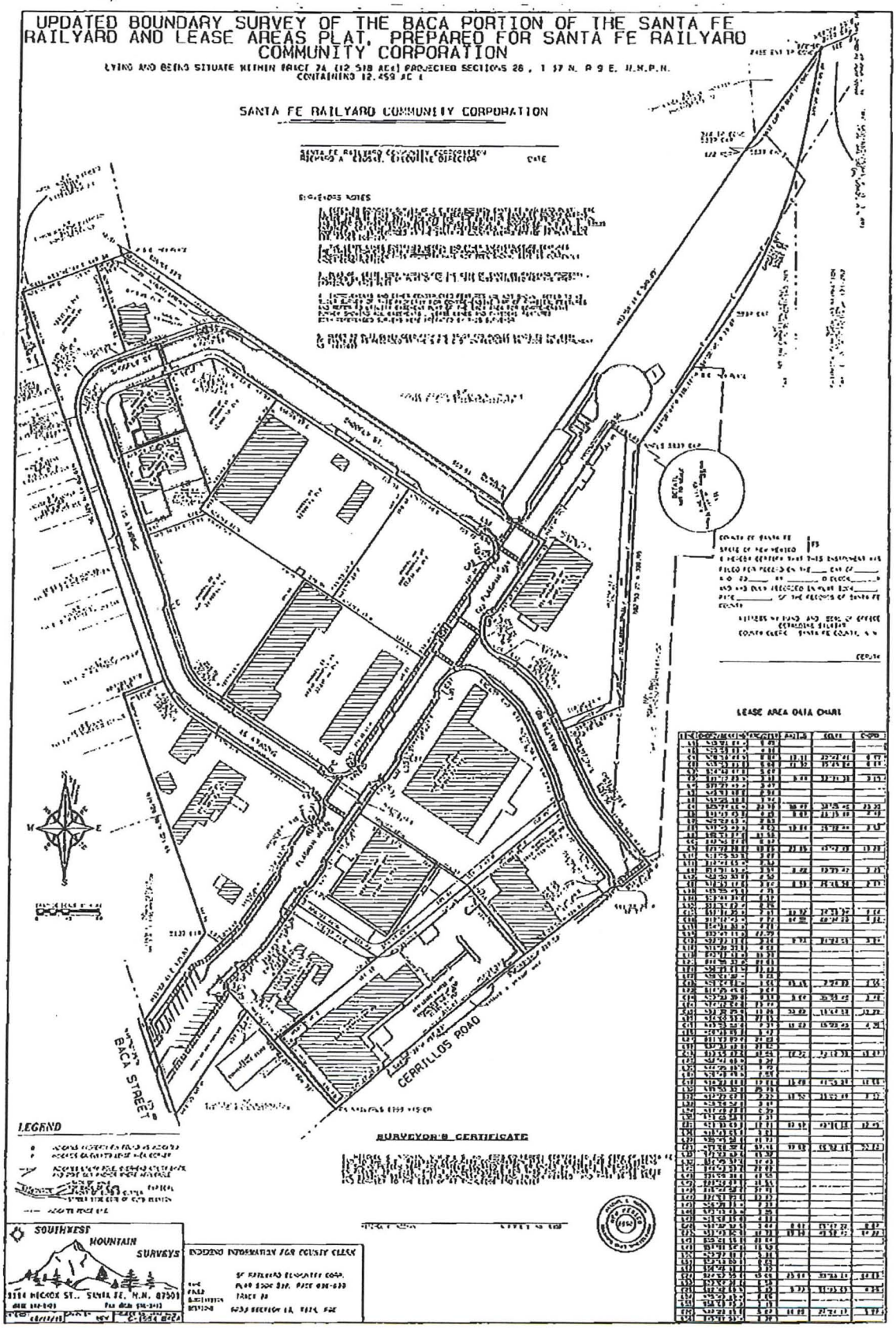
I, MITCHEL K. MOHRAN, N.M.P.L.S. NO. 9698 DO HEREBY CERTIFY TO THE CITY OF SANTA FE AND TO THE S.F. RAILYARD COMMUNITY CORPORATION THAT THE LEASE AREA AND BOUNDARIES HEREINBEFORE DESCRIBED BY ME OR UNDER MY DIRECT SUPERVISION IN AUGUST 20[illegible]. THAT I AM RESPONSIBLE FOR THIS SURVEY; THAT THIS SURVEY MEETS THE MINIMUM STANDARDS FOR UNCLASSIFIED SURVEYING IN NEW MEXICO, AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

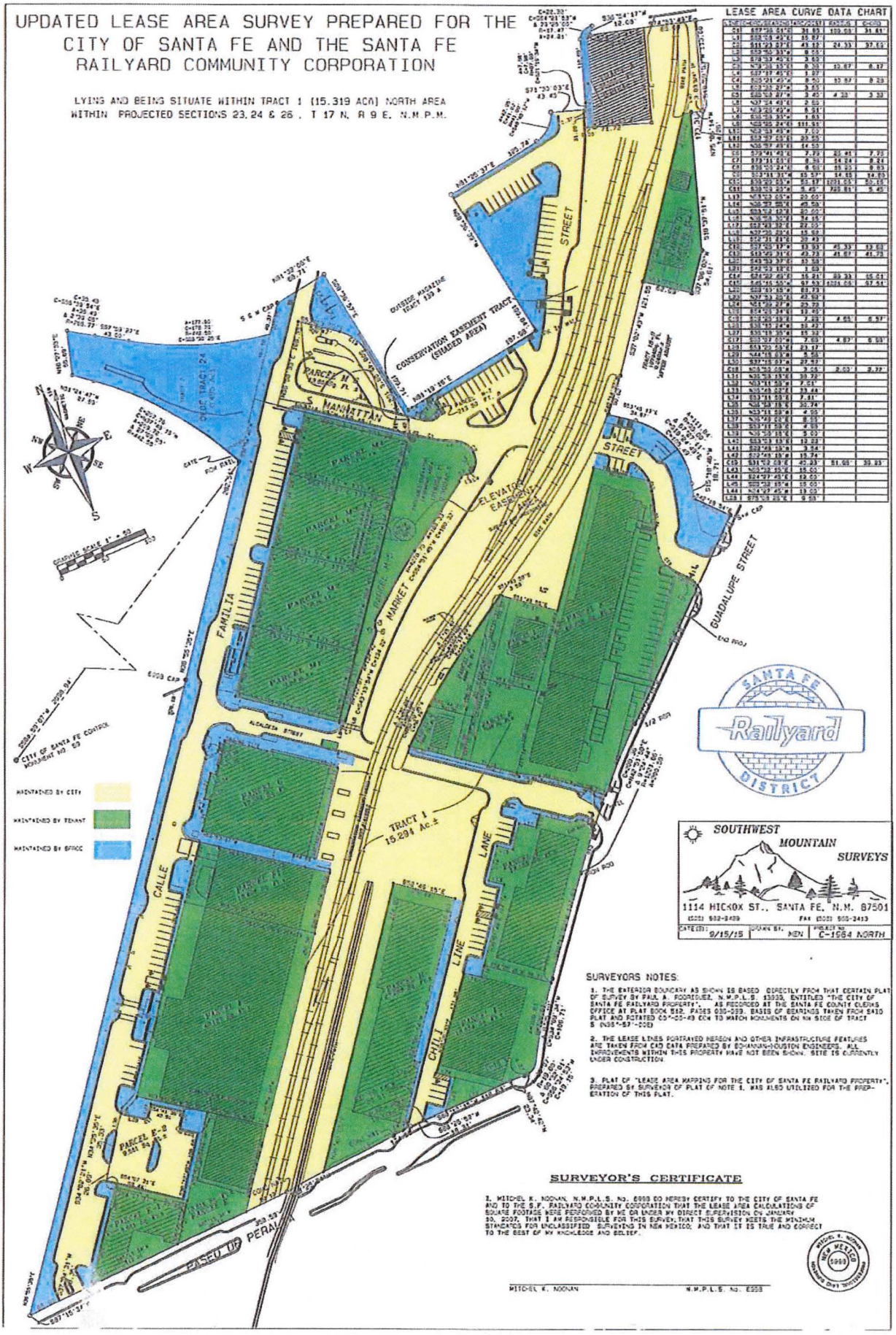
MITCHEL K. MOHRAN N.M.P.L.S. NO. 9698

SOUTHWEST MOUNTAIN SURVEYS
1114 HICKOX ST., SANTA FE, N.M. 87501
(505) 820-8429 FAX (505) 988-3613
DATE SURVEYED 08/20/15 DRAWN BY MCM PROJECT NO. C-1964.5 LEASE

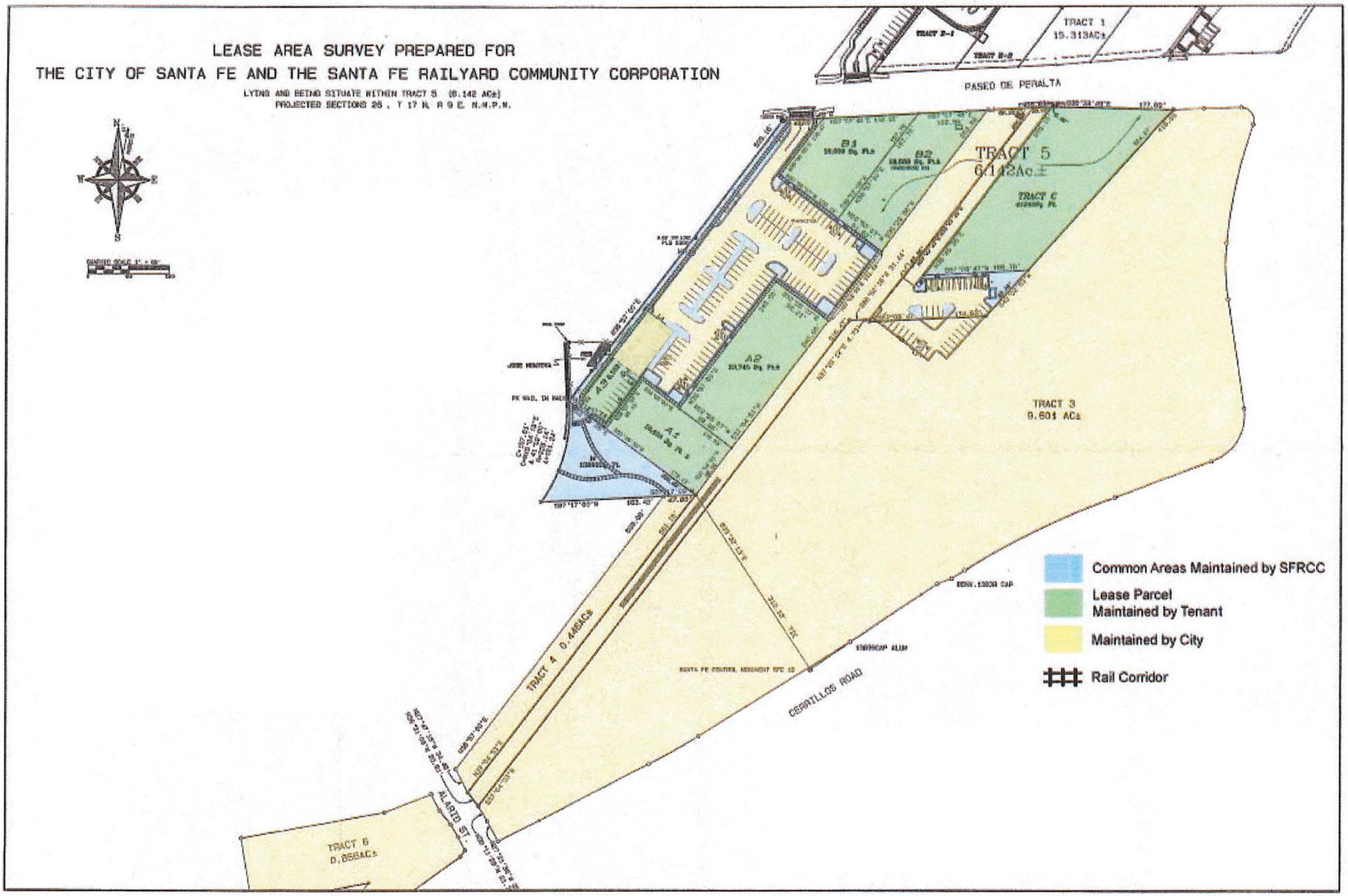
SFC CLERK RECORDED 05/13/2016

Exhibit A (March 1, 2016)
Page 2 of 3


UPDATED BOUNDARY SURVEY OF THE BACA PORTION OF THE SANTA FE RAILYARD AND LEASE AREAS PLAT, PREPARED FOR SANTA FE RAILYARD COMMUNITY CORPORATION
LYING AND BEING SITUATE WITHIN PRICE 24, (12.518 ACs) PROJECTED SECTIONS 28, T 17 N, R 9 E, N.M.P.M.
CONTAINING 12.459 AC ±
SANTA FE RAILYARD COMMUNITY CORPORATION
BOUNDARY NOTES
LEASE AREA DATA CHART
BACA STREET
CERRILLOS ROAD
LEGEND
SURVEYOR'S CERTIFICATE
SOUTHWEST MOUNTAIN SURVEYS
INDEXING INFORMATION FOR COUNTY CLERK


UPDATED LEASE AREA SURVEY PREPARED FOR THE CITY OF SANTA FE AND THE SANTA FE RAILYARD COMMUNITY CORPORATION
LYING AND BEING SITUATE WITHIN TRACT 1 (15.319 ACR) NORTH AREA WITHIN PROJECTED SECTIONS 23, 24 & 26, T 17 N, R 9 E, N.M.P.M.
LEASE AREA CURVE DATA CHART
S. GUADALUPE STREET
S. MANHATTAN STREET
MARKET STREET
ELEVATION EASEMENT AREA
CONSERVATION EASEMENT TRACT (SHADED AREA)
PARCEL H
PARCEL I
TRACT 1 15.294 Ac.±
FAMILIA
CALLE
CHALI LANE
PASEO DE PERALTA
GUADALUPE STREET
MAINTAINED BY CITY
MAINTAINED BY TENANT
MAINTAINED BY SFRCC
SOUTHWEST MOUNTAIN SURVEYS
1114 HICKOX ST., SANTA FE, N.M. 87501
(505) 982-3498 FAX (505) 995-2413
DATE: 9/15/15 DRAWN BY: MEN PROJECT NO: C-1564 NORTH
SURVEYORS NOTES:
1. THE EXTERIOR BOUNDARY AS SHOWN IS BASED DIRECTLY FROM THAT CERTAIN PLAT OF SURVEY BY PAUL A. RODRIGUEZ, N.M.P.L.S. #13939, ENTITLED "THE CITY OF SANTA FE RAILYARD PROPERTY", AS RECORDED AT THE SANTA FE COUNTY CLERKS OFFICE AT PLAT BOOK 512, PAGES 030-039. BASIS OF BEARINGS TAKEN FROM SAID PLAT AND ROTATED 03°-05'-49" CCW TO MATCH MONUMENTS ON NW SIDE OF TRACT 5 (N35°-57'-00E)
2. THE LEASE LINES PORTRAYED HEREON AND OTHER INFRASTRUCTURE FEATURES ARE TAKEN FROM CAD DATA PREPARED BY SCHAAN-HOUSTON ENGINEERS. ALL IMPROVEMENTS WITHIN THIS PROPERTY HAVE NOT BEEN SHOWN. SITE IS CURRENTLY UNDER CONSTRUCTION.
3. PLAT OF "LEASE AREA MAPPING FOR THE CITY OF SANTA FE RAILYARD PROPERTY", PREPARED BY SURVEYOR OF PLAT OF NOTE 1, WAS ALSO UTILIZED FOR THE PREPERATION OF THIS PLAT.
SURVEYOR'S CERTIFICATE
I, MITCHEL K. NOONAN, N.M.P.L.S. No. 6998 DO HEREBY CERTIFY TO THE CITY OF SANTA FE AND TO THE S.F. RAILYARD COMMUNITY CORPORATION THAT THE LEASE AREA CALCULATIONS OF SQUARE FOOTAGE WERE PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION ON JANUARY 30, 2007, THAT I AM RESPONSIBLE FOR THIS SURVEY, THAT THIS SURVEY MEETS THE MINIMUM STANDARDS FOR UNCLASSIFIED SURVEYING IN NEW MEXICO, AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.
MITCHEL K. NOONAN N.M.P.L.S. No. 6998

SFC CLERK RECORDED 05/13/2015




Jurisdiction Areas South of P.D.P.

# RESPONSIBILITY MAP OF THE BACA PORTION SANTA FE RAILYARD AND LEASE AREAS PLAT, PREPARED FOR THE SANTA FE RAILYARD COMMINUTY CORPORATION

LYING AND BEING SITUATE WITHIN TRACT 7A (12.518 ACA)PROJECTED SECTIONS 26 , T 17 N, R 9 E, N.M.P.M.
CONTAINING 12.499 AC ±

## SANTA FE RAILYARD COMMUNITY CORPORATION

SANTA FE RAILYARD COMMUNITY CORPORATION
RICHARD A. CZOSKI, EXECUTIVE DIRECTOR DATE

SURVEYORS NOTES:

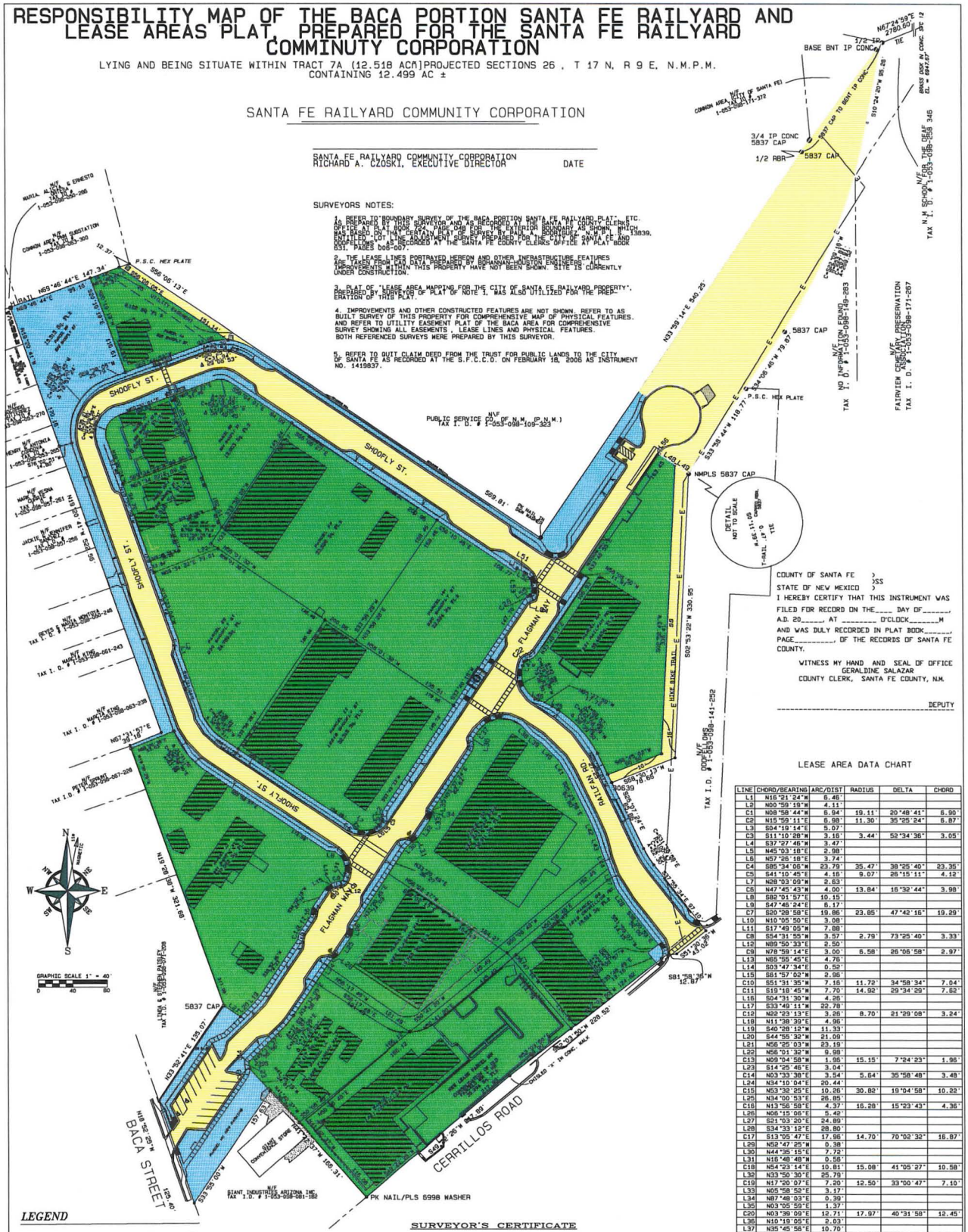
1. A PREFILED BOUNDARY SURVEY OF THE BACA PORTION SANTA FE RAILYARD PLAT, ETC. AS PREPARED BY BOYD SURVEYOR AND FILED IN THE SANTA FE COUNTY CLERK'S OFFICE ON MAY 2, 2008 AS DOCUMENT NO. 1419837 AND IN PLAT BOOK 708, PAGES 006-007.

2. THE LEASE LINES PORTRAYED HEREON AND OTHER INFRASTRUCTURE FEATURES ARE TAKEN FROM CAD DATA PREPARED BY BOHANNAN-HOUSTON ENGINEERS. ALL IMPROVEMENTS WITHIN THIS PROPERTY HAVE NOT BEEN SHOWN. SITE IS CURRENTLY UNDER CONSTRUCTION.

3. PLAT OF "LEASE AREA MAPPING FOR THE CITY OF SANTA FE RAILYARD PROPERTY", PREPARED BY SURVEYOR OF PLAT OF NOTE 1, WAS ALSO UTILIZED FOR THE PREPARATION OF THIS PLAT.

4. IMPROVEMENTS AND OTHER CONSTRUCTED FEATURES ARE NOT SHOWN. REFER TO AS BUILT SURVEY OF THIS PROPERTY FOR COMPREHENSIVE MAP OF PHYSICAL FEATURES. AND REFER TO UTILITY EASEMENT PLAT OF THE BACA AREA FOR COMPREHENSIVE SURVEY SHOWING ALL EASEMENTS , LEASE LINES AND PHYSICAL FEATURES. BOTH REFERENCED SURVEYS WERE PREPARED BY THIS SURVEYOR.

5. REFER TO QUIT CLAIM DEED FROM THE TRUST FOR PUBLIC LANDS TO THE CITY OF SANTA FE AS RECORDED AT THE S.F.C.C.O. ON FEBRUARY 18, 2008 AS INSTRUMENT NO. 1419837.




## LEGEND

- ● INDICATES PROPERTY PIN FOUND AS INDICATED
- ○ INDICATES CALCULATED LEASE AREA CORNER
- INDICATES UTILITY POLE, OVERHEAD UTILITY LINES, AND POLE GUY ANCHOR WHERE APPLICABLE.
- TYPICAL: BACK OF WALK, TOP BACK OF CURB, FRONT OF CURB @ GUTTER, STREET SIDE EDGE OF CURB SECTION
- INDICATES FENCE LINE.

LEASE PARCEL MAINTAINED BY TENANT
MAINTAINED BY CITY
MAINTAINED BY SFRCC

## SURVEYOR'S CERTIFICATE

I, MITCHEL K. MOONAN, N.M.P.L.S. No. 6998 DO HEREBY CERTIFY TO THE CITY OF SANTA FE AND TO THE S.F. RAILYARD COMMUNITY CORPORATION THAT THE LEASE AREA CALCULATIONS AS SHOWN HEREON WERE ACCURATELY LOCATED BY ME OR UNDER MY DIRECT SUPERVISION ON AUGUST 18, 2015. THAT I AM RESPONSIBLE FOR THIS SURVEY, THAT THIS SURVEY MEETS THE MINIMUM STANDARDS FOR BOUNDARY SURVEYING IN NEW MEXICO; AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

MITCHEL K. MOONAN N.M.P.L.S. No. 6998

NEW MEXICO 6998 PROFESSIONAL LAND SURVEYOR

COUNTY OF SANTA FE )
STATE OF NEW MEXICO ) SS

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD ON THE____ DAY OF_____, A.D. 20_____, AT _____ O'CLOCK_____M AND WAS DULY RECORDED IN PLAT BOOK_____, PAGE_____, OF THE RECORDS OF SANTA FE COUNTY.

WITNESS MY HAND AND SEAL OF OFFICE
GERALDINE SALAZAR
COUNTY CLERK, SANTA FE COUNTY, N.M.

_____ DEPUTY

## LEASE AREA DATA CHART

| LINE | CHORD/BEARING | ARC/DIST | RADIUS | DELTA | CHORD |
|---|---|---|---|---|---|
| L1 | N16°21'24"W | 6.46' | | | |
| L2 | N00°59'19"W | 4.11' | | | |
| C1 | N08°58'44"W | 6.94' | 19.11' | 20°48'41" | 6.90' |
| C2 | N15°59'11"E | 6.98' | 11.30' | 35°25'24" | 6.87' |
| L3 | S04°19'14"E | 5.07' | | | |
| C3 | S11°10'28"W | 3.16' | 3.44' | 52°34'36" | 3.05' |
| L4 | S37°27'46"W | 3.47' | | | |
| L5 | N45°03'18"E | 2.98' | | | |
| L6 | N57°26'18"E | 3.74' | | | |
| C4 | S85°34'06"W | 23.79' | 35.47' | 38°25'40" | 23.35' |
| C5 | S41°10'45"E | 4.15' | 9.07' | 26°15'11" | 4.12' |
| L7 | N28°03'09"W | 2.63' | | | |
| C6 | N47°45'43"W | 4.00' | 13.84' | 16°32'44" | 3.98' |
| L8 | S82°01'57"E | 10.15' | | | |
| L9 | S47°48'24"E | 6.17' | | | |
| C7 | S20°28'58"E | 19.86' | 23.85' | 47°42'15" | 19.29' |
| L10 | N10°05'50"E | 3.08' | | | |
| L11 | S17°49'05"W | 7.88' | | | |
| C8 | S54°31'55"W | 3.57' | 2.79' | 73°25'40" | 3.33' |
| L12 | N89°50'33"E | 2.50' | | | |
| C9 | N78°59'14"E | 3.00' | 6.58' | 26°06'58" | 2.97' |
| L13 | N85°55'45"E | 4.76' | | | |
| L14 | S03°47'34"E | 0.52' | | | |
| L15 | S81°57'02"W | 2.96' | | | |
| C10 | S51°31'35"W | 7.16' | 11.72' | 34°58'34" | 7.04' |
| C11 | S19°18'45"W | 7.70' | 14.92' | 29°34'29" | 7.62' |
| L16 | S04°31'30"W | 4.26' | | | |
| L17 | S33°49'11"W | 22.78' | | | |
| C12 | N22°23'13"E | 3.26' | 8.70' | 21°29'08" | 3.24' |
| L18 | N11°38'39"E | 4.96' | | | |
| L19 | S40°28'12"W | 11.33' | | | |
| L20 | S44°55'32"W | 21.09' | | | |
| L21 | N56°25'03"W | 23.19' | | | |
| L22 | N58°01'32"W | 9.98' | | | |
| C13 | N09°04'58"W | 1.95' | 15.15' | 7°24'23" | 1.96' |
| L23 | S14°25'46"E | 3.04' | | | |
| C14 | N03°33'38"E | 3.54' | 5.64' | 35°58'48" | 3.48' |
| L24 | N34°10'04"E | 20.44' | | | |
| C15 | N53°32'25"E | 10.26' | 30.82' | 19°04'58" | 10.22' |
| L25 | N34°00'53"E | 26.85' | | | |
| C16 | N13°56'58"E | 4.37' | 16.28' | 15°23'43" | 4.36' |
| L26 | N08°15'06"E | 5.42' | | | |
| L27 | S21°03'20"E | 24.89' | | | |
| L28 | S34°33'12"E | 28.80' | | | |
| C17 | S13°05'47"E | 17.96' | 14.70' | 70°02'32" | 16.87' |
| L29 | N52°47'25"W | 0.38' | | | |
| L30 | N44°35'15"E | 7.72' | | | |
| L31 | N15°48'48"W | 0.58' | | | |
| C18 | N54°23'14"E | 10.81' | 15.08' | 41°05'27" | 10.58' |
| L32 | N33°50'30"E | 25.79' | | | |
| C19 | N17°20'07"E | 7.20' | 12.50' | 33°00'47" | 7.10' |
| L33 | N05°59'52"E | 3.17' | | | |
| L34 | N87°48'03"E | 0.39' | | | |
| L35 | N03°05'59"E | 1.37' | | | |
| C20 | N03°39'09"E | 12.71' | 17.97' | 40°31'58" | 12.45' |
| L36 | N10°19'05"E | 2.03' | | | |
| L37 | N35°45'56"E | 10.70' | | | |
| C21 | N83°28'32"E | 57.18' | 33.82' | 96°52'13" | 50.60' |
| L38 | S42°09'13"E | 15.30' | | | |
| L39 | S54°46'57"E | 14.49' | | | |
| L40 | S44°49'59"E | 28.82' | | | |
| L41 | S31°00'31"E | 18.56' | | | |
| L42 | S23°18'07"E | 18.51' | | | |
| L43 | S16°44'56"E | 20.75' | | | |
| L44 | S21°03'20"E | 20.40' | | | |
| L45 | N56°39'28"W | 7.77' | | | |
| L46 | N73°10'46"W | 3.86' | | | |
| L47 | N18°08'26"E | 4.89' | | | |
| C22 | N51°32'12"E | 3.04' | 2.81' | 66°47'32" | 2.87' |
| C23 | N59°43'50"E | 14.78' | 16.98' | 49°52'40" | 14.32' |
| L48 | S58°01'16"E | 21.84' | | | |
| L49 | S57°11'54"E | 18.53' | | | |
| L50 | N20°27'11"E | 5.11' | | | |
| L51 | S58°18'00"E | 9.85' | | | |
| L52 | S58°46'12"E | 3.10' | | | |
| C24 | S24°07'55"E | 15.06' | 25.64' | 33°39'34" | 14.85' |
| L53 | S03°04'36"E | 6.58' | | | |
| C25 | S22°42'59"W | 5.13' | 5.70' | 51°35'08" | 4.96' |
| L54 | N78°49'10"W | 0.68' | | | |
| L55 | S56°09'45"W | 3.19' | | | |
| C26 | N47°20'16"E | 5.67' | 11.86' | 27°24'17" | 5.62' |
| L56 | S45°11'51"W | 2.39' | | | |


SOUTHWEST MOUNTAIN SURVEYS
1114 HICKOX ST., SANTA FE, N.M. 87501
(505) 982-9429 FAX (505) 986-3413


DATE (S): 08/18/15 | DRAWN BY: MEN | PROJECT NO: LEASE AREAS C-1964 BACA

INDEXING INFORMATION FOR COUNTY CLERK

NAME: SF RAILYARD COMMUNITY CORP.
FILED: PLAT BOOK 512, PAGE 036-039
SUBDIVISION: TRACT 7A
SECTIONS: PROJ SECTION 26, T17N, R9E


SHEET 1 OF 1 SHEETS RECORDED AREA

ITEM # 20-0191

**CITY OF SANTA FE**
**AMENDMENT # 8 TO**
**AMENDED AND RESTATED RAILYARD LEASE AND MANAGEMENT AGREEMENT**

This Amendment No. 8 (the "Amendment") to the City of Santa Fe Amended and Restated Railyard Lease and Management Agreement dated April 30, 2011, as amended by Amendment #1 dated May 18, 2012, Amendment #2 dated April 30, 2013, and Amendment #3 dated May 31, 2013, Amendment #4 dated June 1, 2013, Amendment #5 dated September 1, 2015, Amendment #6 dated December 1, 2015, and Amendment #7 dated March 31, 2016, (the "Agreement") between the CITY OF SANTA FE, New Mexico ("City") and SANTA FE RAILYARD COMMUNITY CORPORATION, a New Mexico non-profit corporation ("Non-profit") shall be effective on April 1, 2020.

RECITALS:

A. The City and the Non-profit are parties to the Agreement under which the Non-profit undertakes management of the "Leasehold Premises" within the "Santa Fe Railyard," as defined in the Amended and Restated Lease and Management Agreement.

B. The parties wish to revise the definition of Leasehold Premises to delete the existing improvements comprised of a 10,242 SF building on Parcel F-1 located at 545 Camino de la Familia, so the City may sell the building. The land located on Parcel F-1 shall remain included in Leased Premises.

C. The parties wish to provide a one-time credit against the rent owed by the Non-profit to the City under the agreement which is equal to the amount of rent the Non-profit would collect if the Improvements remained in the definition of Leasehold Premises.

AMENDMENT:

Pursuant to Article 8.01 of the Agreement, and for the good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Non-profit agree that the Agreement is amended as follows:

1. Delete in its entirety Section 2.01 of the Agreement and replace with the following:

> "**2.01 Grant of Lease Premises.** The City hereby enters into this Agreement with the Nonprofit for the Leasehold Premises. The Leasehold Premises shall consist of the Railyard exclusive of the following areas: the connector between the Baca and North Railyard; approximately ten (10) contiguous acres developed as a public park and Parcel W comprised of 14,129 square feet located at 705 Alarid Street, both covered by the Deed of Conservation Easement between the City and the Trust for Public Land which was assigned to the Santa Fe Conservation Trust; the Rail Line Corridor as such term is defined in the aforementioned Conservation Easement; the area south of the Alarid Street railroad crossing; the area occupied by the underground parking garage and facilities for ingress to and egress from the garage; all public streets, alleys, and public surface parking areas within the Railyard whether existing or subsequently created; a portion of Parcel Q totaling 482 square feet; and a portion of Parcel SS in the Baca Street portion of the Railyard totaling 6,066 square feet; the

improvements comprised of a 10,242 SF building on Parcel F-1 located at 545 Camino de la Familia ("SFC Improvements") shall be deleted from the definition of Leasehold Premises on the first calendar day following the sale by the City of the SFC Improvements to a third party. The Leasehold Premises shall also include the following areas: a) approximately 82 square feet adjacent to Lease Parcel E that was previously a portion of the Conservation Easement, and b) the land in the Baca Street portion of the Railyard that was exchanged with the Santa Fe Lodge No.2, Independent Order of Oddfellows, Inc. and Parcel A-3 comprised of 4,191 square feet. Parcel A-4 comprised of up to sixty-five (65) parking spaces located in the existing parking area adjacent to Parcel A-2 and an area of approximately 2,000 square feet on the north side of Lease Parcel A-2. The area described above in the aggregate is depicted in Exhibit A hereto, dated November 1, 2019, and shall be hereinafter referred to as the "Leasehold Premises". Exhibit A is included for graphical information only. If any conflicts appear between Exhibit A and the text in this Agreement, the text shall prevail. Nothing herein shall be deemed to limit the addition of property owned by the City to the area covered as Leasehold Premises should such properties be added to the Railyard through the planning process or by way of acquisition by the City and so long as the Non-profit gives its written consent to the addition of the property to the Leasehold Premises and conveys fair value for any additional property."

2. Add the following as Section 4.01.05 of the Agreement, in addition to the Rent Credits provided by Section 4.01.3 described in Amendment #1 and Section 4.01.4 described in Amendment #4 to the Agreement:

   "**4.01.05** The City shall provide a Rent Credit to the Non-profit which shall be applied to the Non-profit's total rental obligation to the City under the Agreement as amended, as follows:

   Commencing on the first calendar day after the sale by the City of the SFC Improvements to a third party, the City shall reduce the Fair Value Compensation owed by the Non-profit in the fiscal year 2019/20 by One Hundred Seventy-Five Thousand Dollars and No Cents ($175,000.00) as partial compensation for Base Rent the Non-profit would have received from the SFC Improvements had the City not sold the SFC Improvements to a third party.

3. Delete in its entirety Exhibit B entitled "Rent Schedule" dated December 1, 2015, and replace with the enclosed Exhibit B entitled "Amended Rent Schedule" dated April1, 2020.

Except as specifically provided in this Amendment #8, the Agreement remains and shall remain in full force and effect, in accordance with its term.

IN WITNESS WHEREOF, the parties have executed this Amendment #8 as of the dates set out below,

Non-profit:

**SANTA FE RAILYARD COMMUNITY CORP.**

By _____

Printed Name: Steven Robinson
Its: President

CRS # 02-481098003
City of Santa Fe Business
License Registration # 0397164

Approved as to form:

_____ fr
Erin McSherry, City Attorney

City:

**CITY OF SANTA FE**

By _____
Alan Webber, Mayor

Attest:

_____
Yolanda Vigil, City Clerk comfy 3/25/20

Approved as to form:

_____ 3/27/20
Mary McCoy, Finance Director

ACKNOWLEDGEMENTS ON FOLLOWING PAGE

STATE OF NEW MEXICO

§:

COUNTY OF SANTA FE

The foregoing instrument was acknowledged before me on _____, by Alan Webber, Mayor of City of Santa Fe, a New Mexico municipal corporation, on its behalf.

_____

Notary Public

My commission expires:

STATE OF NEW MEXICO

§:

COUNTY OF SANTA FE

The foregoing instrument was acknowledged before me on March 30, 2020, by Steven Robinson, the Board President of Santa Fe Railyard Community Corporation, a New Mexico non-profit corporation, on its behalf.

Anita L. Martinez

Notary Public

My commission expires: 5.24.23

OFFICIAL SEAL
Anita L. Martinez
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 5-24-23

# Exhibit B - Rent Schedule - February 1, 2020

1/13/2020
4:47:37 PM

| | ACTUALS | | | | | | | | | | | PROJECTED | | | | | | | | | | | | | GRAND TOTALS |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | FY2002-05 | FY2005-06 | FY2006/07 | FY2007/08 | FY2008/09 | FY2009/10 | FY2010/11 | FY2011/12 | FY2012/13 | FY2013/14 | FY2014/15 | FY2015/16 | FY2016/17 | FY2017/18 | FY2018/19 | FY2019/20 | FY2020/21 | FY2021/22 | FY2022/23 | FY2023/24 | FY2024/25 | FY2025/26 | FY2026/27 | FY2027/28 | FY2028/29 | |
| DEBT SERVICE | | | | | | | | | | | | | | | | | | | | | | | | | |
| City of Santa Fe Land Debt for acquisition costs - see below for City sanctioned debt relief credits applied | (1,183,724) | (452,547) | (453,221) | (453,579) | (452,582) | (454,430) | | | | | | | | | | | | | | | | | | | (3,450,083) |
| NMFA Loan - Infrastr Phase I (8) ($579,025) per City of SF Sch Interest only until 2010-2011 | 0 | 0 | 0 | (222,527) | (219,337) | (212,544) | (142,250) | (53,098) | (53,115) | (52,817) | (52,821) | (52,825) | (52,828) | (52,833) | (52,838) | (52,843) | (52,849) | (52,855) | (52,860) | (52,867) | 0 | 0 | 0 | 0 | 0 | (1,484,107) |
| NMFA Loan - Infrastr Phase II (15B) $892,227*term ends May 2026 and concurs with City SF Schedule* | 0 | 0 | 0 | 0 | 0 | 0 | (239,827) | (85,150) | (85,155) | (85,161) | (85,166) | (85,172) | (85,179) | (85,185) | (85,193) | (85,201) | (85,209) | (85,218) | (85,228) | (85,239) | (85,250) | (85,261) | 0 | 0 | 0 | (1,517,792) |
| Refinance (2010B) $10,490,000 term ends May 2026 and concurs with City of SF Schedule | 0 | 0 | 0 | 0 | 0 | 0 | (483,668) | (705,000) | (705,400) | (1,071,000) | (1,070,500) | (1,069,900) | (1,071,650) | (1,066,650) | (1,070,150) | (1,071,650) | (1,071,150) | (1,068,650) | (1,069,150) | (1,067,400) | (638,200) | (639,600) | 0 | 0 | 0 | (14,919,738) |
| SUB-TOTAL | (1,183,724) | (452,547) | (453,221) | (676,106) | (671,919) | (666,974) | (845,765) | (843,248) | (843,670) | (1,208,977) | (1,208,486) | (1,207,897) | (1,209,657) | (1,204,668) | (1,208,181) | (1,209,694) | (1,209,208) | (1,206,723) | (1,207,238) | (1,205,505) | (723,450) | (724,861) | 0 | 0 | 0 | (21,371,720) |
| Negotiated option Contingency Relief Funds credit - Land and NMFA, per L&M Amendment #3 thru 2009-10 - $769,175 | 30,000 | 276,000 | 180,000 | 60,175 | 121,000 | 102,000 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 769,175 |
| Re-Payment of L&M Amendment #3 Debt Deferral of $769,175 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | (469,175) | (300,000) | 0 | 0 | 0 | (769,175) |
| Debt Deferral and repayment per L&M renewal of 2011and L&M Amendment 2 - $3,483,441 | 0 | 0 | 0 | 0 | 0 | 0 | 133,441 | 300,000 | 300,000 | 650,000 | 650,000 | 400,000 | 600,000 | 350,000 | 200,000 | 200,000 | 100,000 | 100,000 | 100,000 | 0 | 0 | 0 | 0 | 0 | 0 | 4,083,441 |
| Repayment of 2010-2023 Debt Deferral - $3,483,441 | 0 | 0 | 0 | 0 | 0 | 0 | | | | | | | | | | | | | | | (200,000) | (500,000) | (950,000) | (1,300,000) | (1,133,441) | (4,083,441) |
| TOTAL RENT PAYMENTS | (1,153,724) | (176,547) | (273,221) | (615,931) | (550,919) | (564,974) | (712,324) | (543,248) | (543,670) | (558,977) | (558,486) | (807,897) | (609,657) | (854,668) | (1,008,181) | (1,009,694) | (1,109,208) | (1,106,723) | (1,107,238) | (1,205,505) | (1,392,625) | (1,524,861) | (950,000) | (1,300,000) | (1,133,441) | (21,371,720) |

NOTES

1. In addition to the deferrals specified above, the following credits are applied to the Rent payable by the Non-profit to the City:
   A. Ground rent and CAM rent for City's portion of the condominium interest in the Market Station building and the development parcels per Amendment 1 to the Agreement dated May 18, 2012.
   B. Ground rent and CAM rent for the lease of Parcel O, including the Santa Fe Depot building, per Amendment 4 dated June 1, 2013.
   C. Payment of $243,478 made in FY2002-03, $485,424 in FY2003-04 and $453,833 made in FY2004-05. $30,000 deferral for FY2004-05.
   D. Rent the Non-profit would have received for the improvements located on Parcel F-1 if the improvements were not sold by the City per Amendment # 8 to the Lease & Management Agreement.

THE SANTA FE RAILYARD
COMMUNITY CORPORATION

November 17, 2020

Mayor Alan Webber
Office of the Mayor
200 Lincoln Avenue
Santa Fe, NM 87501

Jarel LaPan Hill
City Manager
200 Lincoln Avenue
Santa Fe, NM 87501

Dear Mr. Mayor and Ms. LaPan Hill

It has become apparent that the pandemic has not run its course. While the majority of the SFRCC tenants are paying their rent, the development pipeline has stalled. The process to lease vacant parcels has become slower and inefficient as a result of COVID. Prospective tenants and their lenders who were poised to lease the remaining parcels have had to defer decisions due to the economic uncertainties.

In May, the City and SFRCC amended the Lease & Management Agreement to defer $492,611 from April 2020 to December 2020. While that deferral was helpful, it is now apparent that while SFRCC will be able to pay its obligations between now and March 31, 2021 up to $540,472, it will not have sufficient funds to pay the $934,801 due in April 2021.

The current Lease & Management Agreement provides for a deferral of $100,000 in FY 20-21. SFRCC is requesting an additional deferral of $400,000 in April 2021 to be repaid in FY 27/28.

Two assumptions critical to this request are the City's sale of the Santa Fe Clay building for $175,000 before 12/31/2020 and our tenants continuing to pay their rent. If the Santa Fe Clay building sale closes, SFRCC will pay the City $317,611 in rent by December 31, 2020. If the sale does not close, SFRCC will pay the City $492,611. In either case SFRCC will also pay $47,861 in March 2021.

This deferral request is the result of several factors including:

- Sale of Santa Fe Clay delayed for a year, resulting in no ground rent and $10,200 in operating costs for the building.
- The equity investor for an 18-unit apartment building in Baca declined to proceed after contracting COVID. The tenant defaulted and the lease was terminated.
- City did not assume the WH21 Lease in January 2020, therefore no ground rent was paid for 12 months.
- Firebox, Inc. defaulted on its lease resulting in $86K of lost revenue.

332 Read Street, Santa Fe, NM 87501
Tel 505-982-3373 Fax 505-982-3126 www.sfrailyardcc.org

SFRCC is requesting an amendment to the Amended and Restated Lease and Management Agreement to revise the rent schedule by increasing the deferral for FY 20-21 by $400,000. Extending the current 2030 expiration date of the Agreement is not required. After the status of the sale of the Santa Fe Clay building is known, an amendment to the Lease & Management Agreement can be prepared including a revised Exhibit B, payment schedule.

SFRCC will continue to maximize its efforts to collect as much revenue as possible within the parameters of the Railyard Lease & Management Agreement. However, the economic uncertainty resulting from the pandemic will continue to present challenges.

Thank you for considering this request.

Richard Czoski, CCIM, CPM
Executive Director

cc; Steven Robinson, Board President

332 Read Street, Santa Fe, NM 87501
Tel 505-982-3373 Fax 505-982-3126 www.sfrailyardcc.org

# Amendments to the Amended and Restated Lease & Management Agreement

| Amendment # | Date | Subject |
|---|---|---|
| 1 | May 2012 | City's purchase of the Market Station condo and cinema parcels made available for development |
| 2 | January 2013 | Extend the L&M term to 6/30/29, provide rent deferrals, revise maintenance responsibilities |
| 3 | May 2013 | Provide a mechanism for SFRCC to repay the City for free cinema patron parking |
| 4 | June 2013 | Provide a mechanism for SFRCC to receive a credit from the City for rent due for the Depot building |
| 5 | September 2015 | Clarifies that all leases are assigned to the City by SFRCC in the event of termination or expiration of the L&M Agreement |
| 6 | December 2015 | Revised the Leasehold Premises, added rent deferrals, added parking spaces for residential projects to the Premises |
| 7 | March 2016 | Revised the Leasehold Premises to enable construction of Railyard Flats building |
| 8 | April 2020 | Added mechanism to provide for the sale of the Santa Fe Clay building improvements |
| 9 | May 2020 | Provided for the deferral of $492,611 from 4/30/20 to 12/31/20 |

**ACTION SHEET**
**PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 03/29/2021**

**ISSUSE NO. 7c**

Request for the Approval of Amendment No.10 to the Santa Fe Railyard Community Corporation's Amended and Restated Lease and Management Agreement, which will increase the existing rent deferral for FY21 from $100,000 to $500,000, with deferred amounts to be repaid from FY22 to FY24.(Sam Burnett, Public Works Property Maintenance Manager, jsburnett@santafenm.gov, 505-955-5933)

**Committee Review:**
Public Works and Utilities Committee: 3/29/2021
Finance Committee: 04/05/2021
Governing Body: 04/14/2021

**PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Pulled by Councilor Lindell for discussion. Approved unanimously to forward to 4/5/2021 Finance 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 | | |

# 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 Railyard Community Corp

3 Complete information requested ☐ Plus GRT ☑ Inclusive of G

Original Contract Amount: $21,371,720.00

Termination Date: December 31, 2029

☑ Approved by Council Date: Pending

☐ or by City Manager Date:

**Contract is for:** Master Lease and Management Agreement

Amendment # 10 to the Original Contract# 13-0649

Increase/(Decrease) Amount $ Deferral of $500,000.00

Extend Termination Date to:

☑ Approved by Council Pending

☐ or by City Manager Date:

**Amendment is for:**

4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments) ☐ Plus GRT ☑ Inclusive of G

Amount $ 21,371,720.00 of original Contract# 13-0649 Termination Date: 12/31/2029

Reason: Original Contract

Amount $ 21,371,720.00 amendment # 10 Termination Date: 12/31/2029

Reason: Deferral of $500,000.00 to 2026.

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: $ $42,743,440.00

# 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 _____

6 **Procurement History:** 30 year agreement
example: (First year of 4 year contract)

Fran Dunaway (Mar 31, 2021 20:35 MDT)

**Purchasing Officer Review**

**Comments or Exceptions:**

7 **Funding Source:** NA **BU/Line Item:** NA

Alexis Lotero (Mar 31, 2021 16:49 MDT)

**Budget Officer Approval**

**Comments or Exceptions:** _____

8 **Any out-of-the ordinary or unusual issues or concerns:**

(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** J Sam Burnett

Phone # 505-955-5933

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
## Memorandum

**DATE:** **March 22, 2021**

**TO:** **Governing Body**

**VIA:** **Regina Wheeler, Public Works Department Director** RW

**FROM:** **Sam Burnett, Public Works Property Maintenance Manager**

**ITEM AND ACTION:**
Request for the Approval of Amendment #10 to the Santa Fe Railyard Community Corporation's Amended and Restated Lease and Management Agreement, which will increase the existing rent deferral for FY21 from $100,000 to $500,000, with deferred amounts to be repaid from FY22 to FY24; Sam Burnett, Public Works Property Maintenance Manager, jsburnett@santafenm.gov, 505-955-5933

**SUMMARY:**
The Lease and Management Agreement with Santa Fe Railyard Community Corporation ("SFRCC") was entered into in February 2002 and amended 8 times through 2010. In 2011 City Staff (City Manager, Public Works Director, Economic and Community Development Director, Assistant City Attorney, Property Maintenance Manager) and SFRCC negotiated a new Amended and Restated Lease & Management Agreement which has been amended 9 times to date. The Amended and Restated Lease & Management Agreement expires in 2030. By the end of the Agreement, SFRCC will have repaid the entire amount of the infrastructure bonds, 30% of the original land acquisition costs, all the rent deferrals and 100% of the cinema parking total.

The Santa Fe Railyard Community Corporation is requesting approval of Amendment No. 10 to the Amended and Restated Lease and Management Agreement ("L&M Agreement") to increase the current $100,000 rent deferral to $500,000 for fiscal year 2020/21. The additional proposed deferral of $400,000 will be fully repaid by SFRCC between FY 2021/22 and FY 2023/24. SFRCC is requesting this deferral (not abatement) of rent in order to meet its current and future financial rent obligations to the City.

Reasons for the request include the default of the previous tenant in the Santa Fe Clay building, the default of the developer of an apartment project in the Baca area, and COVID-19 related delays in the sale of the Santa Fe Clay and the 1614 Paseo de Peralta building. While both the Santa Fe Clay building parcel and the apartment parcel are now leased, the cash flow shortfalls had a significant negative impact on SFRCC's ability to pay 100% of its FY 20/21 rent obligation to the City. Progress on other lease transactions were also delayed by approximately a year due to the pandemic's unknown impact on commercial real estate development.

In January 2021, SFRCC repaid the $492,611 which the City deferred in FY20, but SFRCC does not have the funds to pay the entire $934,801 due to the City on April 30, 2021. If the $400,000 deferral is approved, SFRCC would pay the City $534,801 on April 30, 2021.

If this Amendment No. #10 is approved, no further deferrals are scheduled in the L&M Agreement rent payment schedule.

**Attachments:**

Lease and Management Agreement Amendment #10
Lease and Management Agreement Amendments #1 - #9
SFRCC Rent Schedule – Exhibit A
SFRCC's Request Letter (November 17, 2020 and January 28, 2021)

**CITY OF SANTA FE**
**AMENDMENT# 10**
**TO**
**AMENDED AND RESTATED RAILYARD LEASE AND MANAGEMENT AGREEMENT**

This Amendment No. 10 (the "Amendment") to the City of Santa Fe Amended and Restated Railyard Lease and Management Agreement dated April 30, 2011, as amended by Amendment #1 dated May 18, 2012, Amendment #2 dated April 30, 2013, and Amendment #3 dated May 31, 2013, Amendment #4 dated June 1, 2013, Amendment #5 dated September 1, 2015, Amendment #6 dated December 1, 2015, Amendment #7 dated March 31, 2016, Amendment #8 dated April 1, 2020 and Amendment #9 dated May 1, 2020 (the "Agreement") between the CITY OF SANTA FE, New Mexico ("City") and SANTA FE RAILYARD COMMUNITY CORPORATION, a New Mexico non-profit corporation ("Non-profit") shall be effective on April 30, 2021.

RECITALS:

A. The City and the Non-profit are parties to the Agreement under which the Non-profit undertakes management of the "Leasehold Premises" within the "Santa Fe Railyard," as defined in the Amended and Restated Lease and Management Agreement.

B. The parties wish to defer a portion of the Fair Value Compensation due on April 30, 2021, from the Non-profit to the City and to include the repayment of this deferral on **Exhibit B**.

AMENDMENT:

Pursuant to Article 8.01 of the Agreement, and for the good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Non-profit agree that the Agreement is amended as follows:

1. Add the following as Section 4.01.7 of the Agreement:

   The Parties agree to increase the deferral for fiscal year 20/21 shown on **Exhibit B** dated May 1, 2020 from $100,000 to $500,000 as shown on **Exhibit B** dated April 30, 2021. The $100,000 deferrals for fiscal years 21/22 and 22/23 will be deleted from **Exhibit B**. The Rent due to the City from the Non-profit is increased by $200,000 for fiscal year 23/24.

2. Delete in its entirety **Exhibit B** entitled "Rent Schedule" dated May 1, 2020 and replace with the enclosed **Exhibit B** entitled "Rent Schedule" dated April 30, 2021.

Except as specifically provided in this Amendment #10, the Agreement shall remain in full force and effect, in accordance with its term.

IN WITNESS WHEREOF, the parties have executed this Amendment #10 as of the dates set out below,

Non-profit:

**SANTA FE RAILYARD COMMUNITY CORPORATION**

By_____

Printed Name_____

Its_____

CRS # 02-481098003
City of Santa Fe Business
License Registration# 0397164

Approved as to form:

_____
Erin K. McSherry, City Attorney

City:

**CITY OF SANTA FE**

By_____
Alan Webber, Mayor

Attest:

_____
Kristine Bustos-Mihelcic, City Clerk

Approved as to finance:

_____
Mary T. McCoy, Finance Director

ACKNOWLEDGEMENTS ON FOLLOWING PAGE

STATE OF NEW MEXICO )
)§
COUNTY OF SANTA FE )

The foregoing instrument was acknowledged before me on _____, by Alan Webber, Mayor of City of Santa Fe, a New Mexico municipal corporation, on its behalf.

_____
Notary Public

My commission expires:

STATE OF NEW MEXICO )
)§
COUNTY OF SANTA FE )

The foregoing instrument was acknowledged before me on _____, by Steven Robinson, the Board President of Santa Fe Railyard Community Corporation, a New Mexico non-profit corporation, on its behalf.

_____
Notary Public

My commission expires:

# Exhibit B - Rent Schedule - April 30, 2021

2/11/2021
5:20:55 PM

| | ACTUALS | | | | | | | | | | | | | | | | PROJECTED | | | | | | | | | GRAND |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | FY2002-05 | FY2005-06 | FY2006/07 | FY2007/08 | FY2008/09 | FY2009/10 | FY2010/11 | FY2011/12 | FY2012/13 | FY2013/14 | FY2014/15 | FY2015/16 | FY2016/17 | FY2017/18 | FY2018/19 | FY2019/20 | FY2020/21 | FY2021/22 | FY2022/23 | FY2023/24 | FY2024/25 | FY2025/26 | FY2026/27 | FY2027/28 | FY2028/29 | TOTALS |
| **FAIR VALUE COMPENSATION** | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Non-profits share of the City of Santa Fe Land Debt acquisition costs | 1,183,724 | 452,547 | 453,221 | 453,579 | 452,582 | 454,430 | | | | | | | | | | | | | | | | | | | | 3,450,083 |
| NMFA Loan - Infrastr Phase I (8) ($579,025) per City of SF Schedule | 0 | 0 | 0 | 222,527 | 219,337 | 212,544 | 142,250 | 53,098 | 53,115 | 52,817 | 52,821 | 52,825 | 52,828 | 52,833 | 52,838 | 52,843 | 52,849 | 52,855 | 52,860 | 52,867 | 0 | 0 | 0 | 0 | 0 | 1,484,107 |
| NMFA Loan - Infrastr Phase II (15B) $892,227 *term ends May 2026 and concurs with City SF Schedule* | 0 | 0 | 0 | 0 | 0 | 0 | 239,827 | 85,150 | 85,155 | 85,161 | 85,166 | 85,172 | 85,179 | 85,185 | 85,193 | 85,201 | 85,209 | 85,218 | 85,228 | 85,239 | 85,250 | 85,261 | 0 | 0 | 0 | 1,517,792 |
| Refinance (2010B) $10,490,000 term ends May 2026 and concurs with City of SF Schedule | 0 | 0 | 0 | 0 | 0 | 0 | 463,688 | 705,000 | 705,400 | 1,071,000 | 1,070,500 | 1,069,900 | 1,071,650 | 1,066,650 | 1,070,150 | 1,071,650 | 1,071,150 | 1,068,650 | 1,069,150 | 1,067,400 | 638,200 | 639,600 | 0 | 0 | 0 | 14,919,738 |
| **SUB-TOTAL** | **1,183,724** | **452,547** | **453,221** | **676,106** | **671,919** | **666,974** | **845,765** | **843,248** | **843,670** | **1,208,977** | **1,208,486** | **1,207,897** | **1,209,657** | **1,204,668** | **1,208,181** | **1,209,694** | **1,209,208** | **1,206,723** | **1,207,238** | **1,205,505** | **723,450** | **724,861** | **0** | **0** | **0** | 21,371,720 |
| Negotiated City of Santa Fe land debt acquisition deferrals totaling $769K for FY 2002/03 to 2009/10 | (30,000) | (276,000) | (180,000) | (60,175) | (121,000) | (102,000) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | (769,175) |
| Repayment by the Non-profit of the land acquisition debt deferrals above totaling $769K | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 469,175 | 300,000 | 0 | 0 | 0 | 769,175 |
| Debt Deferrals provided by the City of Santa Fe for FY 2010/11 to 2020/21 | 0 | 0 | 0 | 0 | 0 | 0 | **(133,441)** | **(300,000)** | **(300,000)** | **(650,000)** | **(650,000)** | **(400,000)** | **(600,000)** | **(350,000)** | **(200,000)** | **(200,000)** | **(500,000)** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | (4,283,441) |
| Repayment by the Non-profit of deferrals granted by the City from FY 2010/11 to 2020/21 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 200,000 | 200,000 | 500,000 | 950,000 | 1,300,000 | 1,133,441 | 4,283,441 |
| Repayment by the Non-profit of the deferral resulting from Covid-19 pandemic | 0 | 0 | 0 | 0 | 0 | 0 | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **(492,611)** | **492,611** | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** |
| **TOTAL ANNUAL RENT PAYMENTS** | **1,153,724** | **176,547** | **273,221** | **615,931** | **550,919** | **564,974** | **712,324** | **543,248** | **543,670** | **558,977** | **558,486** | **807,897** | **609,657** | **854,668** | **1,008,181** | **517,083** | **1,201,819** | **1,206,723** | **1,207,238** | **1,405,505** | **1,392,625** | **1,524,861** | **950,000** | **1,300,000** | **1,133,441** | **21,371,720** |

**NOTES**

1. In addition to the deferrals specified above, the following credits are applied to the Rent payable by the Non-profit to the City:
   A. Ground rent and CAM rent for City's portion of the condominium interest in the Market Station building and the development parcels per Amendment 1 to the Agreement dated May 18, 2012.
   B. Ground rent and CAM rent for the lease of Parcel O, including the Santa Fe Depot building, per Amendment 4 dated June 1, 2013.
   C. Payment of $243,478 made in FY2002-03, $486,424 in FY2003-04 and $453,833 made in FY2004-05. $30,000 deferral for FY2004-05.
   D. A $175,000 credit was applied in December 2020 for a portion of the rent the Non-profit would have received for the improvements located on Parcel F-1 if the improvements were not sold by the City.

ITEM # 13-0649

**CITY OF SANTA FE**
**AMENDMENT # 1 TO**
**AMENDED AND RESTATED RAILYARD LEASE AND MANAGEMENT AGREEMENT**

This Amendment No. 1 (the "Amendment") to the City of Santa Fe Amended and Restated Railyard Lease and Management Agreement dated April 30, 2011 (the "Agreement") between the CITY OF SANTA FE, New Mexico ("City") and SANTA FE RAILYARD COMMUNITY CORPORATION, a New Mexico non-profit corporation (the "Non-profit") shall be effective on the "Effective Date" of the Amendment #1 to the Ground Lease as defined below.

RECITALS:

A. The City and the Non-profit are parties to the Amended and Restated Railyard Lease and Management Agreement (the "Amended and Restated Lease and Management Agreement") dated April 30, 2011 as amended, under which the Non-profit undertakes management of the "Leasehold Premises" within the "Santa Fe Railyard," as defined in the Amended and Restated Lease and Management Agreement.

B. The Non-profit subleased certain premises which included lease parcels G, M-6 and M-8 (the "Development Parcels") to Railyard Company, LLC under the "Ground Lease". The City wishes the non-profit to terminate the portion of the Ground Lease with the Railyard Company, LLC encompassing the Development Parcels.

C. The City wishes to provide a credit to the Non-profit for the equivalent amount of the rent the Non-profit was receiving from the Railyard Company, LLC under the Ground Lease for the Development Parcels.

D. After the portion of the Ground Lease encompassing the Development Parcels is terminated, the City wishes the Non-profit to sublease the Development Parcels to a subtenant.

E. The City agrees to construct the uncompleted portion of Alcaldesa Street between Market Street and Camino de la Familia.

Pursuant to Article 8.01 of the Amended and Restated Lease and Management Agreement, and for the good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Non-profit agree that the Amended and Restated Lease and Management Agreement is amended as follows:

CITY CLERK RECORDED 07/26/13

1. Add the following as Section 4.01.3:

"4.01.3 Commencing on the Effective Date and continuing until the Development Parcels are subleased by the Non-profit to a third party, the City will reduce the Fair Value Compensation specified in Section 4.01.2 above by the equivalent amount of Base Rent and Common Area Maintenance ("CAM") rent the Non-profit would have received from the Railyard Company, LLC for the Development Parcels. This offset is a credit, not a deferral which would require the Non-profit to repay the City in the future. The credit shall be calculated on the following basis:

| Component | Amount | Period |
|---|---|---|
| Base Rent | $4,830.99 per month | Effective Date through 9/30/12 |
| CAM Rent | $483.08 per month | Effective Date through 9/30/12 |
| **TOTAL** | **$5,314.07 per month** | |
| Base Rent | $7,066.12 per month | 10/1/12 -- until Development Parcels are leased and rent bearing |
| CAM Rent | $706.61 per month | 10/1/12 – until Development Parcels are leased and rent bearing |
| **TOTAL** | **$7,772.73 per month** | |

The amount of the credit shall be calculated on a monthly basis as earned and applied against the next payment of rent due from the Non-profit to the City for the debt service ("Rent").

The credit shall cease to be applied to the Rent owed by the Non-profit to the City when the Non-profit has subleased the Development Parcels to a third party who is paying the Non-profit rent equal to or greater than the amounts specified above. If the Non-profit subleases the Development Parcels or any of them for an amount less than the amount of the applicable credit set out above, the credit shall be reduced by the rent received by the Non-profit.

If the Development Parcels have not been subleased by the Non-profit by October 1, 2017, the amount of the credit to be applied by the City to the Non-profit Rent paid to the City shall be adjusted pursuant to the terms of the Railyard Company, LLC's sublease dated October 1, 2007.

SFC CLERK RECORDED 07/29/2013

2. Add the following as subparagraph (c) to Section 5.06 of the Agreement:

"(c) Completion of the street, curb, gutter, sidewalk, lighting, signage, and planters for the uncompleted section of Alcaldesa Street between Market Street and Camino de la Familia. The completion of these improvements shall occur concurrent with the development of Parcel G by a third party."

3. For purposes of more specifically defining the underground parking garage which is excluded from the definition of the Leased Premises, it is agreed that the upper horizontal boundary of the underground parking garage mentioned in Section 2.01 of the Agreement is as set out on Exhibit A to this Amendment, which description shall be incorporated into Exhibit A to the Agreement as the fourth page thereof.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the dates set out below,

Non-profit:

**SANTA FE RAILYARD COMMUNITY CORP.**

By _____
Its President
CRS #02-481098003
City of Santa Fe Business
License Registration # 0397164

City:

**CITY OF SANTA FE**

By _____
David Coss, Mayor

Attest:

Yolanda Vigil, City Clerk

May 18, 2012

Approved as to form:

Geno Zamora, City Attorney

Approved as to form:

Dr. Melville Morgan, Finance Director

SFC CLERK RECORDED 07/18/2012

STATE OF NEW MEXICO

§:

COUNTY OF SANTA FE

The foregoing instrument was acknowledged before me on May 18, 2012 by David Coss, Mayor of City of Santa Fe, a New Mexico municipal corporation, on its behalf.

Notary Public

My commission expires: 6/14/15

OFFICIAL SEAL
Carla A. Pogemiller
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires:

STATE OF NEW MEXICO

§:

COUNTY OF SANTA FE

The foregoing instrument was acknowledged before me on May 14, 2012, by Steven Robinson, the President of Santa Fe Railyard Community Corporation, a New Mexico non-profit corporation, on its behalf.

COUNTY CLERK
GERALDINE SALAZAR
SANTA FE COUNTY NEW MEXICO

Notary Public

My commission expires: 5-24-15

OFFICIAL SEAL
Anita L. Martinez
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 5-24-15

SFC CLERK RECORDED 07/18/2013

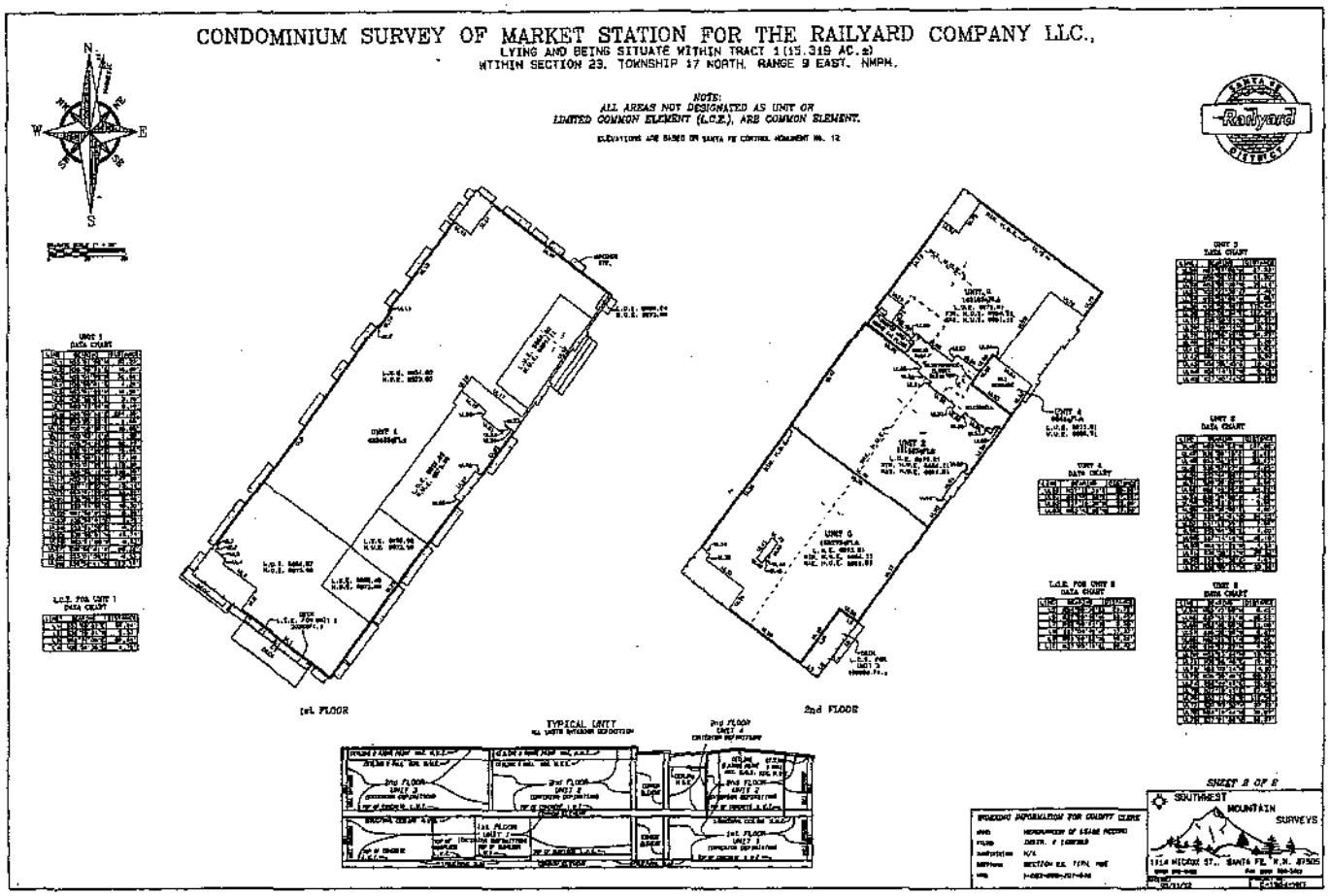
COUNTY OF SANTA FE ) AMENDMENT
STATE OF NEW MEXICO ) ss PAGES: 5

I Hereby Certify That This Instrument Was Filed for Record On The 18TH Day Of July, 2013 at 11:18:04 AM And Was Duly Recorded as Instrument # 1712349 Of The Records Of Santa Fe County

Witness My Hand And Seal Of Office
Geraldine Salazar
County Clerk, Santa Fe, NM

Deputy

**Exhibit A**
**Leasehold Premises**
**Page 4**




SFC CLERK RECORDED 07/18/2013

ITEM # 13-0186

**CITY OF SANTA FE**
**AMENDMENT # 2 TO**
**AMENDED AND RESTATED RAILYARD LEASE AND MANAGEMENT AGREEMENT**

This Amendment No. 2 (the "Amendment") to the City of Santa Fe Amended and Restated Railyard Lease and Management Agreement dated April 30, 2011, as amended by Amendment #1 dated May 18, 2012 (the "Agreement") between the CITY OF SANTA FE, New Mexico ("City") and SANTA FE RAILYARD COMMUNITY CORPORATION, a New Mexico non-profit corporation (the "Non-profit") shall be effective on April 30, 2013.

RECITALS:

A. The City and the Non-profit are parties to the Amended and Restated Railyard Lease and Management Agreement (the "Amended and Restated Lease and Management Agreement") dated April 30, 2011 as amended, under which the Non-profit undertakes management of the "Leasehold Premises" within the "Santa Fe Railyard," as defined in the Amended and Restated Lease and Management Agreement.

B. The City wishes to amend Exhibit B of the Agreement to provide for additional deferrals of Rent due from the Non-profit.

C. The City wishes to extend the Term of the Agreement from June 30, 2027 to June 30, 2029 in order to provide adequate time for the Non-profit to repay the deferrals.

D. The City wishes to Amend Exhibit C of the Agreement to revise the areas of maintenance responsibilities of the City to include the elevator structure providing access to the City-owned underground parking garage and increase the parking area South of Paseo de Peralta to include what was previously private parking for a residential building that was not constructed. This area shall become paid common parking.

Pursuant to Article 8.01 of the Amended and Restated Lease and Management Agreement, and for the good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Non-profit agree that the Amended and Restated Lease and Management Agreement is amended as follows:

1. Delete in its entirety the first sentence of Section 3.01 entitled "Term" and replace with the following:

   "3.01 Term – The term of the Agreement shall commence on April 30, 2011 and terminate immediately at 11:59pm Mountain Standard Time on June 30, 2029 unless the term is extended pursuant to this Agreement."

2. Delete in its entirety the Exhibit B – Rent Schedule dated March 16, 2011 and replace with the enclosed Exhibit B – Rent Schedule dated April 30, 2013.

SFC CLERK RECORDED 05/21/2013

3. Delete in its entirety the Exhibit C, Maintenance Responsibilities, and replace with the enclosed Exhibit C dated April 30, 2013.

Except as specifically provided in this Amendment #2, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment #2 as of the dates set out below,

Non-profit:

**SANTA FE RAILYARD COMMUNITY CORP.**

By Ymeed G. Meyer
Its Vice President
CRS # 02-481098003
City of Santa Fe Business
License Registration # 0397164

City:

**CITY OF SANTA FE**

By
David Coss, Mayor

Attest:

Yolanda Y. Vigil
Yolanda Vigil, City Clerk 3-27-13

Approved as to form:

Geno Zamora, City Attorney 3/7/13

Approved as to form:

Theresa Garcia, Assistant
~~Dr. Melville Morgan,~~ Finance Director

SFC CLERK RECORDED 04/12/2013

STATE OF NEW MEXICO

§:

COUNTY OF SANTA FE

The foregoing instrument was acknowledged before me on March 29, 2013, by David Coss, Mayor of City of Santa Fe, a New Mexico municipal corporation, on its behalf.

OFFICIAL SEAL
Rosalie Cardenas
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 9-8-2016

Notary Public

My commission expires:

STATE OF NEW MEXICO

§:

COUNTY OF SANTA FE

The foregoing instrument was acknowledged before me on April 2, 2013, by Donald G Meyer, the Vice-President of Santa Fe Railyard Community Corporation, a New Mexico non-profit corporation, on its behalf.

OFFICIAL SEAL
Rosalie Cardenas
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 9-8-2016

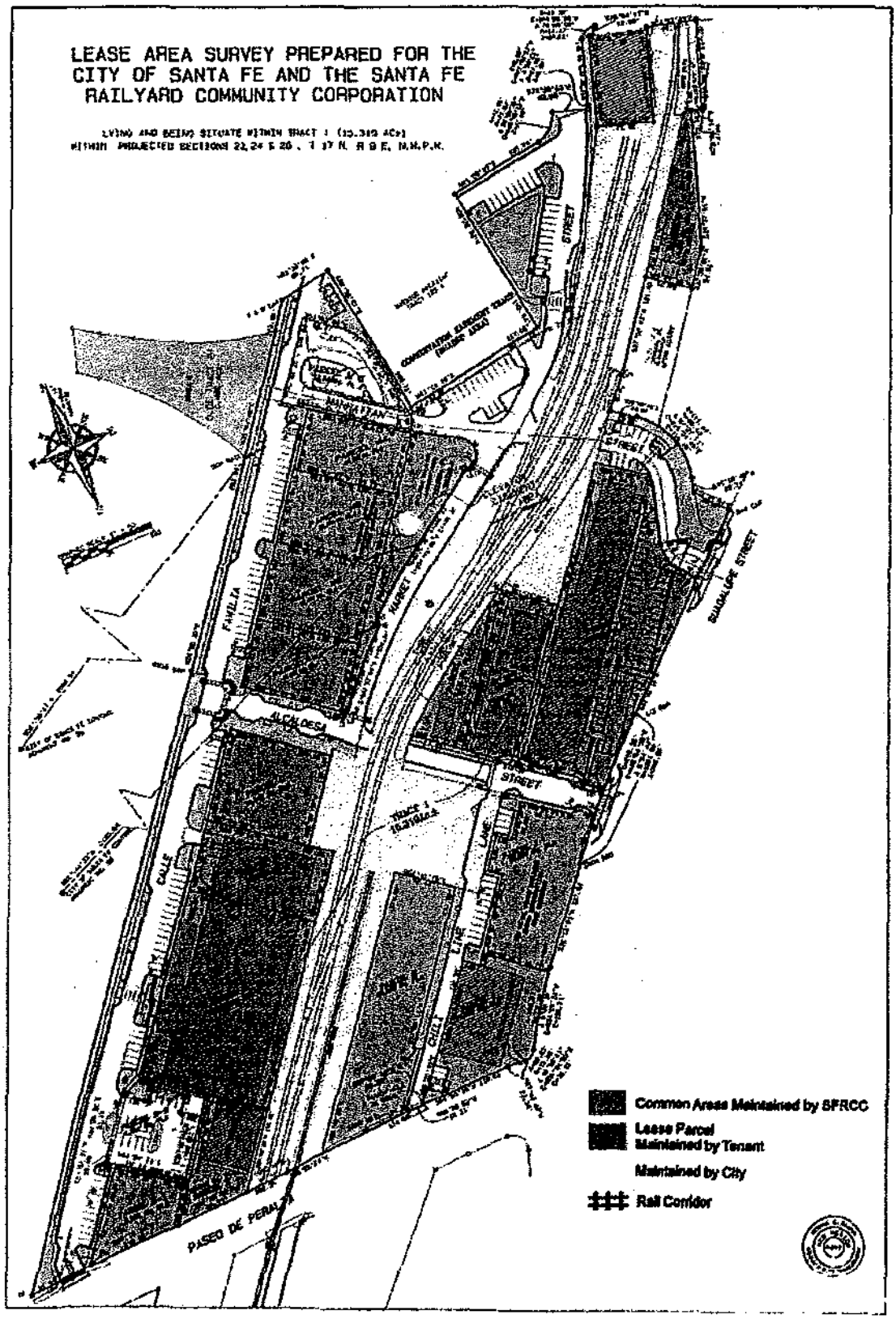
Notary Public

My commission expires:

SFC CLERK RECORDED 04/19/2013

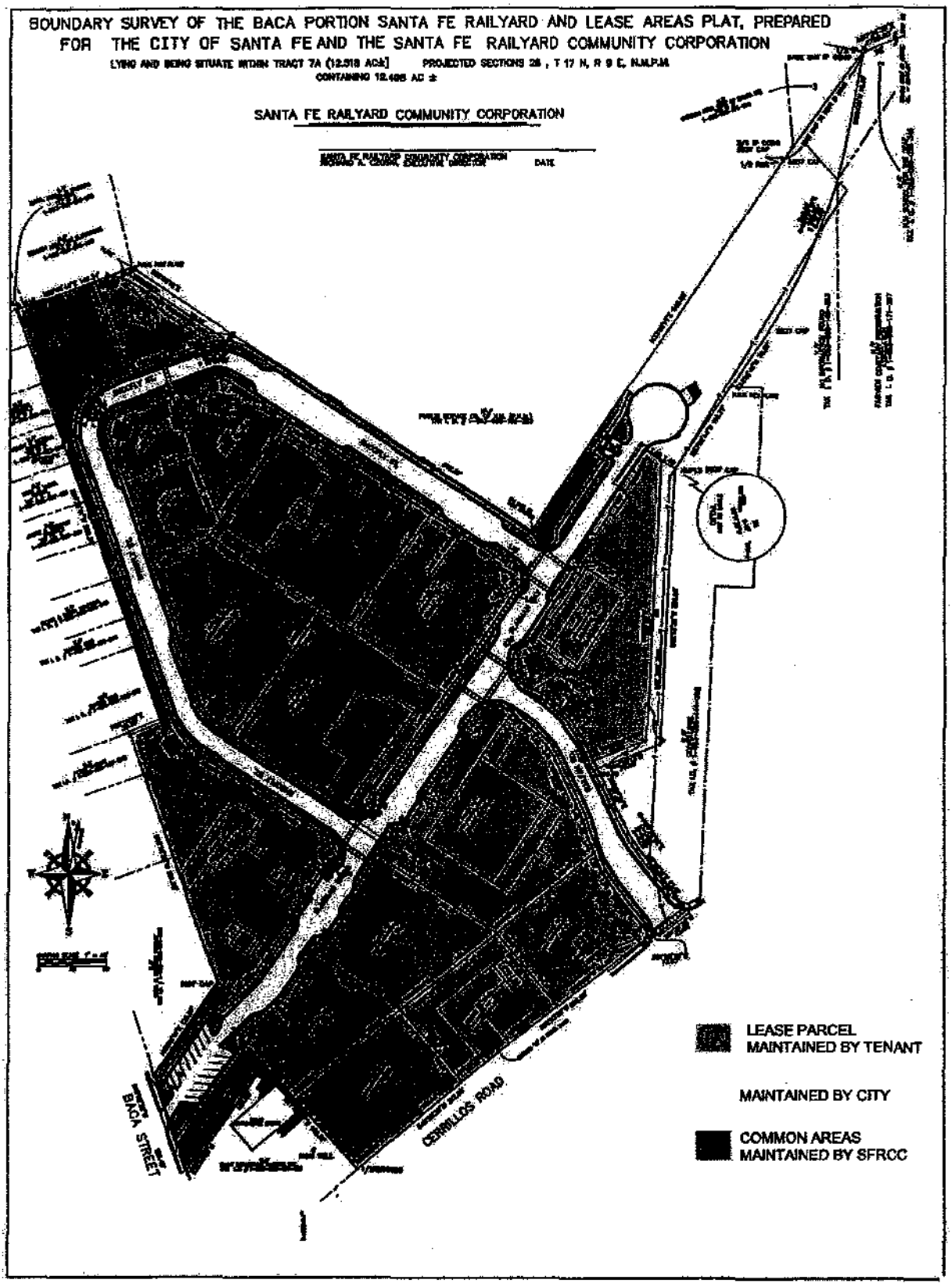
Jurisdiction Areas North of P.D.P.

SFC CLERK RECORDED 07/12/2013



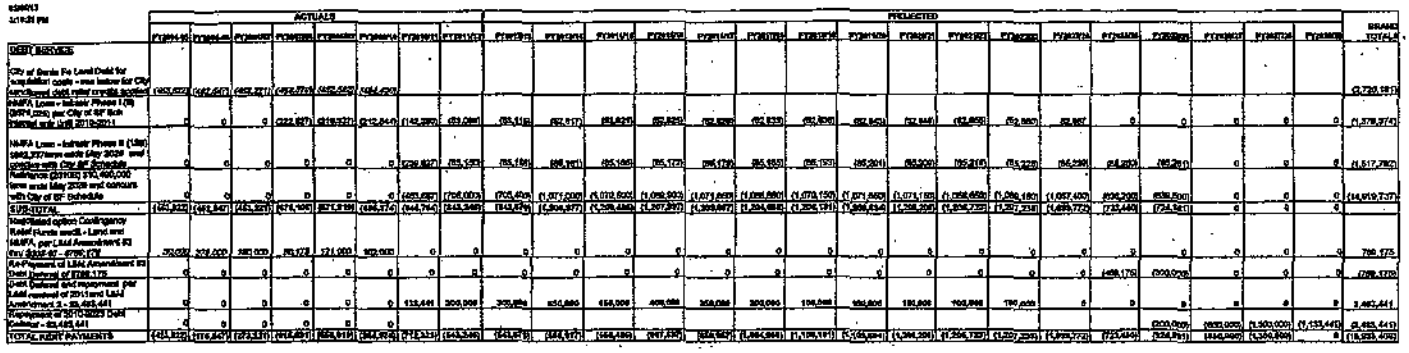

Jurisdiction Areas North of P.D.P.

SFC CLERK RECORDED 11/12/2012




SFC CLERK RECORDED 07/19/2011

## Exhibit B - Rent Schedule - April 30, 2013



| | ACTUALS | | | | | | | | PROJECTED | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | FY2004-05 | FY2005-06 | FY2006-07 | FY2007-08 | FY2008-09 | FY2009-10 | FY2010-11 | FY2011-12 | FY2012-13 | FY2013-14 | FY2014-15 | FY2015-16 | FY2016-17 | FY2017-18 | FY2018-19 | FY2019-20 | FY2020-21 | FY2021-22 | FY2022-23 | FY2023-24 | FY2024-25 | FY2025-26 | FY2026-27 | FY2027-28 | FY2028-29 | GRAND TOTAL |
| DEBT SERVICES | | | | | | | | | | | | | | | | | | | | | | | | | |
| City of Santa Fe Land Debt for acquisition costs - less Indirect for City enrollment debt relief credits applied | (463,472) | (467,647) | (465,371) | (469,219) | (462,563) | (464,420) | | | | | | | | | | | | | | | | | | | (2,792,691) |
| NMFA Loans - Indirect Phase I (09) (2014 zero per City of SF sub principal until 2018-2021 | 0 | 0 | 0 | (222,827) | (219,231) | (212,844) | (142,280) | (53,094) | (55,518) | (57,517) | (55,625) | (55,625) | (52,625) | (55,250) | (52,845) | (52,845) | (52,845) | (52,867) | (52,867) | 0 | 0 | 0 | 0 | 0 | (1,378,974) |
| NMFA Loan - Indirect Phase II (10) $662,377 from costs May 2009 and complies with City SF Schedule | 0 | 0 | 0 | 0 | 0 | 0 | (239,827) | (55,193) | (55,193) | (55,193) | (55,193) | (55,193) | (55,193) | (55,193) | (55,193) | (55,193) | (55,193) | (55,193) | (55,218) | (55,223) | (55,238) | (54,238) | (55,261) | 0 | 0 | 0 | (1,617,782) |
| Additional ($310K) $10,400,000 from costs May 2009 and concurs with City of SF Schedule | 0 | 0 | 0 | 0 | 0 | 0 | (400,687) | (705,000) | (705,450) | (1,071,200) | (1,012,600) | (1,099,900) | (1,073,600) | (1,068,800) | (1,073,150) | (1,071,400) | (1,071,100) | (1,068,450) | (1,068,150) | (1,057,400) | (936,200) | (636,500) | 0 | 0 | 0 | (14,619,737) |
| SUB-TOTAL | (463,472) | (467,647) | (465,371) | (692,046) | (681,794) | (677,264) | (782,774) | (813,287) | (815,161) | (1,183,910) | (1,123,418) | (1,210,718) | (1,181,418) | (1,179,243) | (1,181,188) | (1,179,438) | (1,179,138) | (1,176,510) | (1,176,235) | (1,165,623) | (1,044,438) | (734,738) | 0 | 0 | 0 | |
| Modified option Contingency Relief (funds credit - Land and NMFA, per Last Amendment #2 thru 2015-07 - $795,175) | 793,032 | 378,000 | 380,000 | 80,173 | 121,000 | 302,000 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 795,175 |
| Re-Payment of LBA Amendment #2 Debt (amount of $795,175 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | (459,175) | (300,000) | 0 | 0 | 0 | (759,175) |
| Debt Deferred and repayment per Land revised of 2013 and Last Amendment 2 - $3,465,441 | 0 | 0 | 0 | 0 | 0 | 0 | 113,441 | 300,000 | 300,000 | 650,000 | 650,000 | 400,000 | 300,000 | 300,000 | 100,000 | 100,000 | 100,000 | 100,000 | 100,000 | 0 | 0 | 0 | 0 | 0 | 0 | 3,465,441 |
| Repayment of $310-2025 Debt Forbear - $3,465,441 | 0 | 0 | 0 | 0 | 0 | 0 | | | | | | | | | | | | | | | | (300,000) | (600,000) | (1,500,000) | (1,133,441) | (3,465,441) |
| TOTAL RENT PAYMENTS | (463,472) | (116,647) | (273,371) | (612,873) | (560,819) | (374,264) | (782,774) | (513,287) | (515,161) | (533,910) | (473,418) | (560,718) | (881,418) | (879,243) | (1,081,188) | (1,079,438) | (1,079,138) | (1,076,510) | (1,076,235) | (1,165,623) | (1,044,438) | (734,738) | (600,000) | (1,500,000) | (1,133,441) | (16,933,409) |

Reserve Commercial Lease and Management Agreement Amendment #2 January 2013 Amendment 2 Exhibit B 0 6 13.xls

COUNTY OF SANTA FE )
STATE OF NEW MEXICO ) ss

AMENDMENT NO. 2
PAGES: 8

I Hereby Certify That This Instrument Was Filed for Record On The 18TH Day Of July, 2013 at 11:18:03 AM
And Was Duly Recorded as Instrument # 1712348
Of The Records Of Santa Fe County

Witness My Hand And Seal Of Office
Geraldine Salazar
County Clerk, Santa Fe, NM

Deputy

COUNTY CLERK
GERALDINE SALAZAR
SANTA FE COUNTY NEW MEXICO

SFC CLERK RECORDED 07/18/2013

ITEM # 13-0521

**CITY OF SANTA FE**
**AMENDMENT # 3 TO**
**AMENDED AND RESTATED RAILYARD LEASE AND MANAGEMENT AGREEMENT**

This Amendment No. 3 (the "Amendment") to the City of Santa Fe Amended and Restated Railyard Lease and Management Agreement dated April 30, 2011, as amended by Amendment #1 dated May 18, 2012 and Amendment #2 dated April 30, 2013 (hereinafter collectively referred to as the "Agreement") between the CITY OF SANTA FE, New Mexico ("City") and SANTA FE RAILYARD COMMUNITY CORPORATION, a New Mexico non-profit corporation (the "Non-profit") shall be effective on May 31, 2013.

RECITALS:

A. The City and the Non-profit are parties to the Amended and Restated Railyard Lease and Management Agreement (the "Amended and Restated Lease and Management Agreement") dated April 30, 2011 as amended, under which the Non-profit undertakes management of the "Leasehold Premises" within the "Santa Fe Railyard," as defined in the Amended and Restated Lease and Management Agreement.

B. The City wishes to provide a mechanism for providing up to four hours parking at for patrons of the new cinema to be constructed in the Railyard to be paid for by the Non-profit in the future.

C. The City wishes to establish a parking rate for cinema patrons and a mechanism for the Non-profit to repay the City for cinema patron parking.

D. The Non-profit wishes to repay the City for the Rent Credits provided by the City for the Cinema Parcel ("Parcel G") from May, 2012 to the date the cinema parcels become rent bearing in accordance with a an agreed upon repayment schedule.

E. The City wishes to extend the Term of the Agreement to provide adequate time for the Non-profit to repay the payment deferrals granted to the Non-profit.

Pursuant to Article 8.01 of the Amended and Restated Lease and Management Agreement, and for the good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Non-profit agree that the Amended and Restated Lease and Management Agreement is amended as follows:

1. Add the following as Section 6.16 of the Agreement:

"6.16 **Cinema Parking**. The City shall provide parking for up to four (4) continuous hours (no in-and-out privileges) for cinema patrons attending performances at the cinema to be constructed on Parcel G in the Railyard (hereinafter referred to as "Cinema Parking") under the following conditions to be paid for by the Non-profit in the future:



SFC CLERK RECORDED 07/25/2013

A. The four continuous hours of Cinema Parking shall be located in the Railyard underground parking garage; no surface parking will be provided under this Amendment.

B. On behalf of the cinema patrons, the Non-profit shall pay the City at the rate of one dollar ($1.00) per hour for up to four dollars ($4.00) for four (4) hours continuous parking. Any time in the garage in excess of four (4) hours shall be paid to the City by the cinema patrons themselves.

C. The total amount of Cinema Parking shall be calculated, in accordance with paragraph B. above, annually by: (i) the SFRCC and the Cinema owner providing to the City a statement or other evidence of the number of parking tickets that it validated for Cinema Parking for each calendar year and (ii) the City comparing the number of Cinema Parking tickets validated by the Cinema owner to the actual amount of Cinema Parking utilized as verified by the City's records. By January 15th of each year, SFRCC, on behalf of the Cinema owner, and the City will jointly issue a statement of the total amount of Cinema Parking hours times the rate per hour for the prior calendar year.

D. No later than January 15, 2030, the Non-Profit shall begin to pay the City for all owed and accrued amounts of Cinema Parking calculated in accordance with this Section 6.16. The Non-Profit shall also make annual payments to the City for sums accruing under paragraph B after December 31, 2029, for as long as a cinema is in operation of Parcel G, in accordance with an agreed upon schedule of payments.

E. For purposes of this Amendment, a cinema is defined as a venue where members of the public attend screenings of movies projected on a vertical screen. If Parcel G is primarily utilized for a use other than a cinema, the parking provisions of this Section 6.16 shall be null and void.

F. The Non-profit can terminate the terms of this Section 6.16 at any time by providing thirty (30) days written notice to the City. However, terminating the provisions of this Section shall not relieve the Non-profit from its obligation to pay the City for Cinema Parking incurred prior to the effective date of termination."

2. Delete in its entirety the first paragraph of Section 3.01 entitled "Term" and replace with the following:

   A. 3.01 Term – The term of the Agreement, as amended, shall commence on April 30, 2011 and terminate immediately at 11:59pm Mountain Standard Time on January 15, 2030 unless the term is extended pursuant to the Agreement.

3. Delete in its entirety the first paragraph of Section 4.01.3 and replace with the following:

   A. "4.01.3 Commencing on the Effective Date and continuing until the Development Parcels are subleased by the Non-profit to a third party, the City will reduce the Fair Value Compensation specified in Section 4.01.2 above by the equivalent amount of Base Rent and Common Area Maintenance ("CAM") rent the Non-profit would have received from the Railyard Company,

SFC CLERK RECORDED 07/18/2013

LLC for the Development Parcels. This reduction is a credit which must be repaid by the Non-profit to the City in accordance with a repayment schedule to be agreed upon no later than March 1, 2029. The credit shall be calculated on the following basis:...

4. Except as specifically provided in this Amendment #3, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

SIGNATURES BEGIN ON NEXT PAGE

SFC CLERK RECORDED 07/18/2013

IN WITNESS WHEREOF, the parties have executed this Amendment #3 as of the dates set out below,

Non-profit:

**SANTA FE RAILYARD COMMUNITY CORP.**

By _____

Printed Name STEVEN ROBINSON

Its PRESIDENT

CRS # 02-481098003
City of Santa Fe Business
License Registration # 0397164

Approved as to form:

_____
Geno Zamora, City Attorney 5/7/13

City:

**CITY OF SANTA FE**

By _____
David Coss, Mayor

Attest:

_____
Yolanda Vigil, City Clerk CC Mtg 6/26/13

Approved as to form:

_____ 6/27/13
Mr. Marcos A. Tapia, Finance Director

CITY CLERK RECORDED 07/19/2013

STATE OF NEW MEXICO

§:

COUNTY OF SANTA FE

The foregoing instrument was acknowledged before me on July 1, 2013, by David Coss, Mayor of City of Santa Fe, a New Mexico municipal corporation, on its behalf.

OFFICIAL SEAL
Rosalie Cardenas
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 9-8-2016

Notary Public

My commission expires:

STATE OF NEW MEXICO

§:

COUNTY OF SANTA FE

The foregoing instrument was acknowledged before me on July 3, 2013, by Steven Robinson, the President of Santa Fe Railyard Community Corporation, a New Mexico non-profit corporation, on its behalf.

OFFICIAL SEAL
Rosalie Cardenas
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 9-8-2016

Notary Public

My commission expires:

SFC CLERK RECORDED 07/18/2013

## LEASE & MANAGEMENT AGREEMENT CHRONOLOGY

**Amendment No. 1** allowed for sale of the El Museo Building and increased the terms of parcel leases to fifty (50) years with options for an additional forty (40) years. (9/29/04).

**Amendment No. 2** added the 3.5 acres of Plaza and Alameda north of Paseo de Peralta to SFRCC as leasehold premises and obligated SFRCC to manage the Railyard Plaza and Alameda with city approval. (10/27/04)

**Amendment No .3** removed facilities for ingress and egress to parking garage, revised the parking garage completion date to July 1, 2006 (from July 1, 2004). Additionally, the amendment restructured future SFRCC operating profit to retire debt instead of requiring payment of 50% annual excess revenue to the city. This amendment also provided SFRCC with financial relief by deferring property debt service payments and allowed for additional debt relief from the city. (04/27/05)

**Amendment No. 4** extended the completion of the Underground Parking garage from July 1, 2006 to January 1, 2008 and continues to allow for reduction of the payment of the Railyard acquisition and infrastructure financing debt due to the loss of revenue from the City's delay in completing the underground parking garage. This amendment also allowed for deletion of the land deeded by the City to the Oddfellows and to add the land that was received from the Oddfellows. (05/10/06)

**Amendment No. 5**, Extended the completion date of the Railyard Parking Garage to March 31, 2008, clarified the status of existing sublease upon termination or expiration of the Lease and Management Agreement, revises the definition of the Leasehold Premises to recognize the hike/bike trail in the Baca Street Area and widening the Alameda in the north Railyard, and addresses the methodology to allow the City to remove Affordable Housing units from the Leasehold Premises. (12/12/07)

**Amendment No. 6** acknowledged sale/ leaseback of improvements on Railyard Parcel M-1, M-2, M-3, M-4, and G. (12/12/07).

**Amendment No. 7** Revise Completion Date for the Railyard Underground Parking Garage; Remove Rail Line Corridor from the Leasehold; Define SFRCC responsibilities for the Park, Plaza and Alameda on the Conservation Easement; and Adjust Boundary of Leasehold Premises of Parcel B.

**Amendment No. 8** Was approved in order to remove from SFRCC's leasehold premises the portion of the infrastructure constructed by SFRCC on behalf of the City including roads, sidewalks, street lights, and other utilities. This action would allow SFRCC's auditors to remove this $12.8 million asset from its accounting books. The City has been adding the infrastructure assets to its books as work was completed. Therefore, both the City and SFRCC was carrying the asset on their books.

SFC CLERK RECEIVED 07/18/2014

**Amendment No. 1** was approved by the Mayor and City Council to extend the terms of the Lease and Management Agreement to June 30, 2027.

**Amendment No. 2** was approved in March 2013 by the Mayor and City Council to increase the deferral amount for SFRCC.

The City Attorney approved Lease and Management Agreement Amendment No. 3 (See Attachment).

**RECOMMENDED ACTION:**

Please review and recommend to the Public Works Committee and City Council approval of the Railyard Lease and Management Agreement Amendment No. 3.

**Attachments:**
SFRCC Cover Letter
Lease and Management Agreement Amendment #3

SFC CLERK RECORDED 07/12/2013

THE SANTA FE RAILYARD
COMMUNITY CORPORATION

May 7, 2013

Robert M. Siqueiros
Railyard Project Administrator
City of Santa Fe
PO Box 909
120 South Federal Place
Santa Fe, NM 87504-0909

Dear Bob,

After a rigorous RFP process, the Santa Fe Railyard Community Corporation ("SFRCC") has selected a cinema operator/developer for the Railyard. The successful bidder and the three others who submitted proposals required four (4) hours of free parking for their customers.

SFRCC is requesting that the Lease and Management Agreement be amended to allow SFRCC to meet this parking requirement under the following conditions:

- A cinema customer would receive a parking stub with the time they entered the underground parking garage. The customer would proceed to purchase a cinema ticket and have their parking stub endorsed by the cinema cashier. Each ticket would be endorsed for four (4) hours. Any time over 4 hours would be paid by the customer. This request involves garage parking only. No surface parking is included.

- The City will maintain records of the cinema parking through electronic means. By March 31 of each calendar year, the City will provide an accounting of the actual amount of free parking granted to cinema customers at the rate of $1.00 per hour up to a maximum of $4.00 per space. The City and SFRCC will agree on the amount and document it for future payment.

- Commencing in 2029, SFRCC shall repay the City for all actual cinema parking utilized. The annual amount to be paid to the City will be determined in early 2029 to pay the City for parking utilized from the opening of the cinema (anticipated to be the fourth quarter of 2014) to 2029.

- If the land parcel ceases to be used for a cinema, the agreement for free customer parking would be null and void.

332 Read Street, Santa Fe, NM 87501
Tel 505-982-3373 Fax 505-982-3126 www.sfrailyard.org



RECORDED 05/13/2013

– The amendment also includes a one-year extension of the term of the Lease and Management Agreement to provide for the first year of repayment for the parking.

Please see enclosed the draft of the Third Amendment to the Lease and Management Agreement for your review and approval. Please advise if you need additional information.

Thank you.

Sincerely,

Richard A. Czoski, CCIM, CPM
Executive Director

COUNTY OF SANTA FE )
STATE OF NEW MEXICO ) ss

AMENDMENT # 3
PAGES: 9

I Hereby Certify That This Instrument Was Filed for Record On The 18TH Day Of July, 2013 at 11:13:28 AM And Was Duly Recorded as Instrument # 1712344 Of The Records Of Santa Fe County

Witness My Hand And Seal Of Office
Geraldine Salazar
Deputy
County Clerk, Santa Fe, NM

COUNTY CLERK RECORDED 07/18/2013

332 Read Street, Santa Fe, NM 87501
Tel 505-982-3373 Fax 505-982-3126 www.sfrailyardcc.org

ITEM # 13-0980

**CITY OF SANTA FE**
**AMENDMENT # 4 TO**
**AMENDED AND RESTATED RAILYARD LEASE AND MANAGEMENT AGREEMENT**

This Amendment No. 4 (the "Amendment") to the City of Santa Fe Amended and Restated Railyard Lease and Management Agreement dated April 30, 2011, as amended by Amendment #1 dated May 18, 2012, Amendment #2 dated April 30, 2013, and Amendment #3 dated May 31, 2013 (the "Agreement") between the CITY OF SANTA FE, New Mexico ("City") and SANTA FE RAILYARD COMMUNITY CORPORATION, a New Mexico non-profit corporation ( "Non-profit") shall be effective on June1, 2013.

RECITALS:

A. The City and the Non-profit are parties to the Amended and Restated Railyard Lease and Management Agreement, as amended above, (the "Amended and Restated Lease and Management Agreement") dated April 30, 2011, under which the Non-profit undertakes management of the "Leasehold Premises" within the "Santa Fe Railyard," as defined in the Amended and Restated Lease and Management Agreement.

B. The City leases premises which are part of the Leasehold Premises, Tract O, located at 410 South Guadalupe Street in Santa Fe, New Mexico and are comprised of land and the historic Depot building pursuant to that certain lease dated May 9, 2011, as amended by Amendments No. 1 dated July 31, 2012, and Amendment No. 2 dated June 1 ,2013, by and between the City of Santa Fe as Tenant and Santa Fe Railyard Community Corporation as Lessor (the "Depot Sublease").

C. The parties wish to provide a credit against the Rent owed by the Non-profit to the City under the Amended and Restated Lease and Management Agreement which is equal to the rent the City owes the Non-profit pursuant to the Depot Sublease referenced in B, above.

Pursuant to Article 8.01 of the Amended and Restated Lease and Management Agreement, and for the good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Non-profit agree that the Amended and Restated Lease and Management Agreement is amended as follows:

1. Add the following as Section 4.01.4 of the Agreement:

> "4.01.4 In addition to the Rent Credit provided by Section 4.01.3 of Amendment #1 to the Amended and Restated Lease and Management Agreement, commencing on June 1, 2013 and continuing until the Depot Sublease by and between the Non-profit and the City for premises located at 410 South Guadalupe Street expires or is terminated, the City shall provide a Rent Credit to the Non-profit which shall be applied to the Non-profit's total rental obligations to the City under the Railyard Lease and Management Agreement, as amended, as follows:

SFC CLERK RECORDED 10/17/2013

The City shall reduce the Fair Value Compensation owed by the Non-profit, as specified in Section 4.01.2, by the equivalent amount of Base Rent and Common Area Maintenance costs the Non-profit would have received from the City pursuant to the Depot Sublease. This Rent Credit shall be calculated on the following basis:

| **Component** | | **Amount** | **Period** |
|---|---|---|---|
| Base Rent | | $ 2,789.12 | 6/01/13 to 12/31/13 |
| CAM Rent | | $ 250.16 | 6/01/13 to 12/31/13 |
| | TOTAL | $ 3,039.28 | |

After 12/31/13, the Base Rent and CAM rent will be adjusted pursuant to the terms of the Depot Sublease."

2. Delete Exhibit B-Rent Schedule dated April 30, 2013 to Amendment #2 in its entirety. Insert new Exhibit B-Rent Schedule dated June 1, 2013.

Except as specifically provided in this Amendment #4, the Amended and Restated Lease and Management Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment #4 as of the dates set out below,

Non-profit:

**SANTA FE RAILYARD COMMUNITY CORP.**

By _____

Printed Name STEVEN ROBINSON

Its PRESIDENT

CRS # 02-481098003
City of Santa Fe Business
License Registration # 0397164

City:

**CITY OF SANTA FE**

By _____
David Coss, Mayor

Attest:

_____
Yolanda Vigil, City Clerk

Approved as to form:

_____
Geno Zamora, City Attorney 8/5/13

Approved as to form:

_____
Mr. Marcos A. Tapia, Finance Director 9/27/13

SFC CLERK RECORDED 10/17/2013

M:\Irene\Agreements\Amendment #4 SFRCC 9 19 13.doc

STATE OF NEW MEXICO

§:

COUNTY OF SANTA FE

The foregoing instrument was acknowledged before me on October 1, 2013, by David Coss, Mayor of City of Santa Fe, a New Mexico municipal corporation, on its behalf.

OFFICIAL SEAL
Rosalie Cardenas
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 9-8-2016

Notary Public

My commission expires: September 8, 2016

STATE OF NEW MEXICO

§:

COUNTY OF SANTA FE

The foregoing instrument was acknowledged before me on October 7, 2013, by Steven Robinson, the President of Santa Fe Railyard Community Corporation, a New Mexico nonprofit corporation, on its behalf.

COUNTY CLERK
GERALDINE SALAZAR
SANTA FE COUNTY NEW MEXICO

Notary Public

My commission expires:
February 13, 2016

OFFICIAL SEAL
Geralyn F. Cardenas
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 2-13-2016

SFC CLERK RECORDED 10/17/2013

AMENDMENT

COUNTY OF SANTA FE )
STATE OF NEW MEXICO ) ss
PAGES: 3

I Hereby Certify That This Instrument Was Filed for Record On The 17TH Day Of October, 2013 at 09:25:43 AM And Was Duly Recorded as Instrument # 1720837 Of The Records Of Santa Fe County

Witness My Hand And Seal Of Office
Geraldine Salazar
Deputy _____ County Clerk, Santa Fe, NM

# Exhibit B - Rent Schedule - June 1, 2013

10/22/13
2:39:32 PM

| | ACTUALS | | | | | | | | PROJECTED | | | | | | | | | | | | | | | | | GRAND |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | FY2004-05 | FY2005-06 | FY2006/07 | FY2007/08 | FY2008/09 | FY2009/10 | FY2010/11 | FY2011/12 | FY2012/13 | FY2013/14 | FY2014/15 | FY2015/16 | FY2016/17 | FY2017/18 | FY2018/19 | FY2019/20 | FY2020/21 | FY2021/22 | FY2022/23 | FY2023/24 | FY2024/25 | FY2025/26 | FY2026/27 | FY2027/28 | FY2028/29 | TOTALS |
| **DEBT SERVICE** | | | | | | | | | | | | | | | | | | | | | | | | | | |
| City of Santa Fe Land Debt for acquisition costs - see below for City sanctioned debt relief credits applied | (453,822) | (452,547) | (453,221) | (453,579) | (452,582) | (454,430) | | | | | | | | | | | | | | | | | | | | (2,720,181) |
| NMFA Loan - Infrastr Phase I (8) ($579,025) per City of SF Sch interest only until 2010-2011 | 0 | 0 | 0 | (222,527) | (219,337) | (212,544) | (142,250) | (53,098) | (53,115) | (52,817) | (52,821) | (52,825) | (52,828) | (52,833) | (52,838) | (52,843) | (52,849) | (52,855) | (52,860) | 52,867 | 0 | 0 | 0 | 0 | 0 | (1,378,374) |
| NMFA Loan - Infrastr Phase II (15B) $892,227*term ends May 2026 and concurs with City SF Schedule* | 0 | 0 | 0 | 0 | 0 | 0 | (239,827) | (85,150) | (85,155) | (85,161) | (85,166) | (85,172) | (85,179) | (85,185) | (85,193) | (85,201) | (85,209) | (85,218) | (85,228) | (85,239) | (85,250) | (85,261) | 0 | 0 | 0 | (1,517,792) |
| Refinance (2010B) $10,490,000 term ends May 2026 and concurs with City of SF Schedule | 0 | 0 | 0 | 0 | 0 | 0 | (463,687) | (705,000) | (705,400) | (1,071,000) | (1,070,500) | (1,069,900) | (1,071,650) | (1,066,650) | (1,070,150) | (1,071,650) | (1,071,150) | (1,068,650) | (1,069,150) | (1,067,400) | (638,200) | (639,600) | 0 | 0 | 0 | (14,919,737) |
| **SUB-TOTAL** | **(453,822)** | **(452,547)** | **(453,221)** | **(676,106)** | **(671,919)** | **(666,974)** | **(845,764)** | **(843,248)** | **(843,670)** | **(1,208,977)** | **(1,208,486)** | **(1,207,897)** | **(1,209,657)** | **(1,204,668)** | **(1,208,181)** | **(1,209,694)** | **(1,209,208)** | **(1,206,723)** | **(1,207,238)** | **(1,099,772)** | **(723,450)** | **(724,861)** | **0** | **0** | **0** | |
| Negotiated option Contingency Relief Funds credit - Land and NMFA, per L&M Amendment #3 thru 2009-10 - $769,175 | 30,000 | 276,000 | 180,000 | 60,175 | 121,000 | 102,000 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 769,175 |
| Re-Payment of L&M Amendment #3 Debt Deferral of $769,175 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | (469,175) | (300,000) | 0 | 0 | 0 | (769,175) |
| Debt Deferral and repayment per L&M renewal of 2011and L&M Amendment 2 - $3,483,441 | 0 | 0 | 0 | 0 | 0 | 0 | **133,441** | **300,000** | **300,000** | **650,000** | **650,000** | **400,000** | **350,000** | **200,000** | **100,000** | **100,000** | **100,000** | **100,000** | **100,000** | **0** | **0** | **0** | **0** | **0** | **0** | 3,483,441 |
| Repayment of 2010-2023 Debt Deferral - $3,483,441 | 0 | 0 | 0 | 0 | 0 | 0 | | | | | | | | | | | | | | | | (200,000) | (850,000) | (1,300,000) | (1,133,441) | (3,483,441) |
| **TOTAL RENT PAYMENTS** | **(423,822)** | **(176,547)** | **(273,221)** | **(615,931)** | **(550,919)** | **(564,974)** | **(712,323)** | **(543,248)** | **(543,670)** | **(558,977)** | **(558,486)** | **(807,897)** | **(859,657)** | **(1,004,668)** | **(1,108,181)** | **(1,109,694)** | **(1,209,208)** | **(1,206,723)** | **(1,207,238)** | **(1,099,772)** | **(723,450)** | **(924,861)** | **(850,000)** | **(1,300,000)** | **0** | (18,933,468) |

**NOTES**

1. In addition to the deferrals specified above, the following credits should be applied to the Rent payable by the non-profit to the City:
   A. Ground rent and CAM rent for City's portion of the condominium interest in the Market Station building and the development parcels per Amendment 1 to the Agreement dated May 18, 2012.
   B. Ground rent and CAM rent for the lease of Parcel O, including the Santa Fe Depot building, per Amendment 4.

ITEM # 15-1031e

**CITY OF SANTA FE**
**AMENDMENT No. 5 TO**
**AMENDED AND RESTATED RAILYARD LEASE AND MANAGEMENT AGREEMENT**

This Amendment No. 5 (the "Amendment") to the City of Santa Fe Amended and Restated Railyard Lease and Management Agreement dated April 30, 2011, as amended by Amendment No. 1 dated May 18, 2012, Amendment No. 2 dated April 30, 2013, and Amendment No. 3 dated May 31, 2013 and Amendment No. 4 dated June 1, 2013 (the "Agreement") between the CITY OF SANTA FE, New Mexico ("City") and SANTA FE RAILYARD COMMUNITY CORPORATION, a New Mexico non-profit corporation ( "Non-profit") shall be effective on September 10, 2015.

**RECITALS:**

**WHEREAS:**

A. The City and the Non-profit are parties to the Amended and Restated Railyard Lease and Management Agreement, as amended above, (the "Amended and Restated Lease and Management Agreement") dated April 30, 2011, under which the Non-profit undertakes management of the "Leasehold Premises" within the "Santa Fe Railyard," as defined in the Amended and Restated Lease and Management Agreement; and

B. The parties wish to clarify that all subleases entered into by the Non-profit shall be assigned to the City when the Agreement expires.

**AGREEMENT:**

Pursuant to Section 8.01 of the Agreement, and for the good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Non-profit hereby agree to amend the Agreement as follows:

1. Add a sentence (beginning "In the event of termination or expiration of this Agreement...") after the first sentence of Section 7.03 so that the Section reads in its entirety:

"**7.03 Assignment to the City** In the event of the occurrence of any Event of Default, or prior to any election by the Non-profit to opt out of this Agreement pursuant to section 7.02 each party shall have the right to give a written notice to the other party and any person known to a party to have a mortgage or similar interest in the Non-profit's leasehold, subject to the limitations set forth in this Agreement that, on the date specified in such notice which shall be at least 60 days following the date of the notice, all of the Non-profit's interest under this Agreement shall be assigned to the City unless on or before such date all arrears of rent and all other sums payable by Non-profit under this Agreement and all costs and expenses incurred by or on behalf of City hereunder shall have been paid by Non-profit and all other Events of Default at the time existing shall have been remedied to the satisfaction of City. In the event of termination or expiration of this Agreement, the Non-profit's interest under this Agreement shall automatically be transferred and assigned to the City. If the Non-profit's

interest hereunder is transferred and assigned to the City, that interest shall not merge with the City's fee ownership of the land to the extent that and for so long as the Non-profit's interest, and that of any sublessee from the Non-profit, at the time of transfer, was subject to any leasehold mortgage, pledge, assignment of rents and profits, or other security interest, and the City shall assume the Non-profit's position and obligations hereunder. To the extent the Non-profit's interest merges with the City's fee ownership, the City shall recognize all tenants under subleases with the Non-profit as its tenants and those tenants shall attorn to the City as landlord. The remedy provided in this section 7.03 is in lieu of termination but is not intended to preclude any other remedies, including termination of this Agreement and retaking of the Leasehold Premises, available to the City."

2. Agreement in Full Force. Except as specifically provided in this Amendment No. 5, all other terms and conditions of the Agreement remain unchanged and in full force and effect, in accordance with their terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 5 as of the date set forth below,

Non-profit:

**SANTA FE RAILYARD COMMUNITY CORP.**

By _____

Printed Name STEVEN ROBINSON

Its President

CRS # 02-481098003
City of Santa Fe Business
License Registration #15-00097164

City:

**CITY OF SANTA FE**

By _____
Javier M. Gonzales, Mayor

Attest:

_____
Yolanda Vigil, City Clerk
OC mtg. 9/30/15

Approved as to Form:

_____
Kelley A. Brennan, City Attorney

Approved:

_____
Oscar S. Rodriguez, Finance Director

CITY CLERK RECORDED 10/23/2015

STATE OF NEW MEXICO )
) ss.
COUNTY OF SANTA FE )

The foregoing instrument was acknowledged before me on October 16, 2015, by Javier Gonzales, Mayor of City of Santa Fe, a New Mexico municipal corporation, on its behalf.

Melissa D. Byers
Notary Public

My commission expires: 4/23/18

OFFICIAL SEAL
MELISSA D. BYERS
Notary Public
State of New Mexico
My Comm. Expires 4-23-18

STATE OF NEW MEXICO )
) ss.
COUNTY OF SANTA FE )

The foregoing instrument was acknowledged before me on October 21, 2015, by Steven Robinson, the President of Santa Fe Railyard Community Corporation, a New Mexico nonprofit corporation, on its behalf.

Melissa D. Byers
Notary Public

My commission expires:

OFFICIAL SEAL
MELISSA D. BYERS
Notary Public
State of New Mexico
My Comm. Expires 4-23-18

COUNTY CLERK
GERALDINE SALAZAR
SANTA FE COUNTY NEW MEXICO

SFC CLERK RECORDED 10/23/2015

COUNTY OF SANTA FE )
STATE OF NEW MEXICO ) ss

AMENDMENET NO. 5
PAGES: 3

I Hereby Certify That This Instrument Was Filed for Record On The 23RD Day Of October, 2015 at 11:21:46 AM And Was Duly Recorded as Instrument # 1777909 Of The Records Of Santa Fe County

Witness My Hand And Seal Of Office
Geraldine Salazar
Deputy _____ County Clerk, Santa Fe, NM

ITEM # 16-0023

**CITY OF SANTA FE**
**AMENDMENT # 6 TO**
**AMENDED AND RESTATED RAILYARD LEASE AND MANAGEMENT AGREEMENT**

This Amendment No. 6 (the "Amendment") to the City of Santa Fe Amended and Restated Railyard Lease and Management Agreement dated April 30, 2011, as amended by Amendment #1 dated May 18, 2012, Amendment #2 dated April 30, 2013, and Amendment #3 dated May 31, 2013 Amendment #4 dated June 1, 2013, and Amendment #5 dated September 1, 2015 (the "Agreement") between the CITY OF SANTA FE, New Mexico ("City") and SANTA FE RAILYARD COMMUNITY CORPORATION, a New Mexico non-profit corporation ( "Non-profit") shall be effective on December 1, 2015.

RECITALS:

A. The City and the Non-profit are parties to the Amended and Restated Railyard Lease and Management Agreement, as amended above, (the "Amended and Restated Lease and Management Agreement") dated April 30, 2011, under which the Non-profit undertakes management of the "Leasehold Premises" within the "Santa Fe Railyard," as defined in the Amended and Restated Lease and Management Agreement.

B. The City wishes to amend Exhibit B of the Agreement to provide for additional deferrals of Rent due from the Non-profit.

C. The City wishes to amend Exhibit C of the Agreement to revise the areas of maintenance responsibilities of the City to include what was formerly known as "Parcel W" located at 705 Alarid Street. Parcel W was added to the Deed of Conservation Easement on November 3, 2014.

D. The parties wish to remove Parcel W, located at 705 Alarid Street, from the description of the Leasehold Premises.

E. The City wishes to add parcels A-3 and A-4 to the description of the Leasehold Premises.

Pursuant to Article 8.01 of the Agreement, and for the good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Non-profit agree that the Agreement is amended as follows:

1. Delete in its entirety Section 2.01 of the Agreement and replace with the following:

"2.01 **Grant of Lease Premises** The City hereby enters into this Agreement with the Non-profit for the Leasehold Premises. The Leasehold Premises shall consist of the Railyard exclusive of the following areas: the connector between the Baca and North Railyard; approximately ten (10) contiguous acres developed as a public park and Parcel W comprised of 14,129 square feet located at 705 Alarid Street, both covered by the Deed of Conservation

Easement between the City and the Trust for Public Land which was assigned to the Santa Fe Conservation Trust; the Rail Line Corridor as such term is defined in the aforementioned Conservation Easement; the area south of the Alarid Street railroad crossing; the area occupied by the underground parking garage and facilities for ingress to and egress from that garage; all public streets, alleys, and public surface parking areas within the Railyard whether existing or subsequently created; a portion of Parcel Q totaling 482 square feet; and a portion of Parcel SS in the Baca Street portion of the Railyard totaling 6,066 square feet. The Leasehold Premises shall include the following areas: a.) approximately 82 square feet adjacent to Lease Parcel E that was previously a portion of the Conservation Easement, and b.) the land in the Baca Street portion of the Railyard that was exchanged with the Santa Fe Lodge No. 2, Independent Order of Oddfellows, Inc. and Parcel A-3 comprised of 4,191 square feet. Parcel A-4 comprised of up to sixty five (65) parking spaces located in the existing parking area adjacent to Parcel A-2 shall be added to the Leased Premises effective on the commencement date of a sublease between the Non-profit and a sublease tenant for the development of a multifamily residential building. The area described above in the aggregate is depicted in Exhibit A hereto, dated December 1, 2015, and shall be hereinafter referred to as the "Leasehold Premises". Exhibit A is included for graphical information only. If any conflicts appear between Exhibit A and the text in this Agreement, the text shall prevail. Nothing herein shall be deemed to limit the addition of property owned by the City to the area covered as Leasehold Premises should such properties be added to the Railyard through the planning process or by way of acquisition by the City and so long as the Non-profit gives its written consent to the addition of the property to the Leasehold Premises and conveys fair value for any additional property."

2. Delete in its entirety Exhibit B entitled "Rent Schedule" dated April 30, 2013 and replace with the enclosed Exhibit B entitled "Rent Schedule" dated December 1, 2015.

3. Delete in its entirety Exhibit C entitled "Maintenance Responsibilities" dated April 30, 2013 and replace with the enclosed Exhibit C entitled "Maintenance Responsibilities" dated December 1, 2015. Upon the commencement date of a sublease between the Non-profit and a sublease tenant for the development of a multifamily residential building, the maintenance of Parcel A-4 shall become the responsibility of the sublease tenant.

Except as specifically provided in this Amendment #6, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment #6 as of the dates set out below,

Non-profit:

**SANTA FE RAILYARD COMMUNITY CORP.**

By _____

Printed Name STEVEN ROBINSON

Its President

CRS # 02-481098003
City of Santa Fe Business
License Registration # 15-00097164

City:

**CITY OF SANTA FE**

By _____
Javier Gonzales, Mayor

Attest:

_____
Yolanda Vigil, City Clerk
CC mtg. 1/13/16

Approved as to form:

_____
Kelley A. Brennan, City Attorney

Approved:

_____ 1-20-2016
Oscar Rodriguez, Finance Director

COUNTY CLERK
SANTA FE COUNTY NEW MEXICO
GERALDINE SALAZAR

COUNTY OF SANTA FE )
STATE OF NEW MEXICO ) ss

AMENDMENT
PAGES: 11

I Hereby Certify That This Instrument Was Filed for Record On The 25TH Day Of January, 2016 at 12:05:30 PM
And Was Duly Recorded as Instrument # 1784759
Of The Records Of Santa Fe County

Witness My Hand And Seal Of Office
Geraldine Salazar
Deputy _____ County Clerk, Santa Fe, NM

SC CLERK RECORDED 01/25/2016

STATE OF NEW MEXICO
§:
COUNTY OF SANTA FE

The foregoing instrument was acknowledged before me on January 15, 2016, by Javier Gonzales, Mayor of City of Santa Fe, a New Mexico municipal corporation, on its behalf.

Melissa D. Byers
Notary Public

My commission expires: 4-23-18

OFFICIAL SEAL
MELISSA D. BYERS
Notary Public
State of New Mexico
My Comm. Expires 4-23-18

STATE OF NEW MEXICO
§:
COUNTY OF SANTA FE

The foregoing instrument was acknowledged before me on _____, by Steven Robinson, the Board President of Santa Fe Railyard Community Corporation, a New Mexico non-profit corporation, on its behalf.

_____
Notary Public

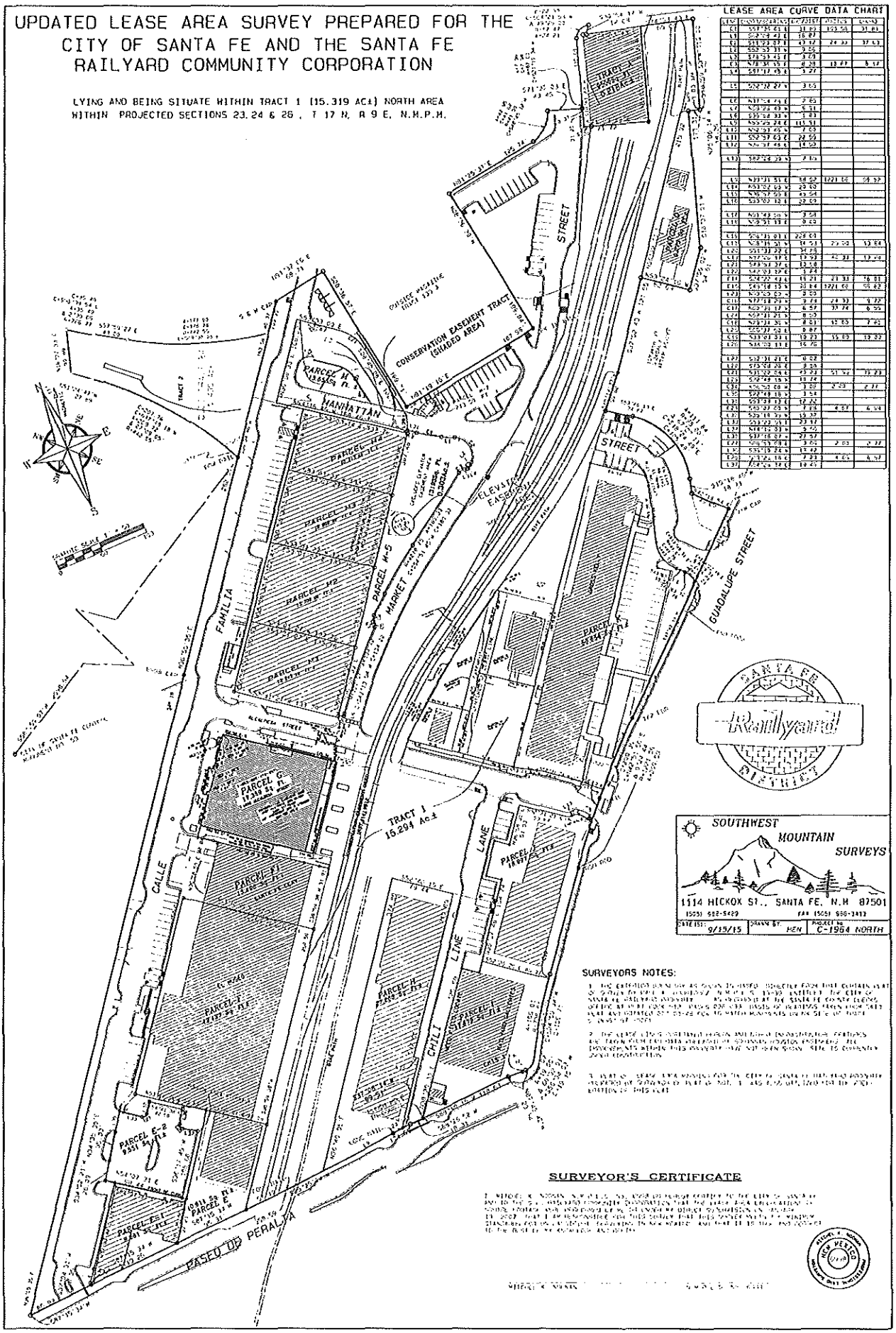
My commission expires:

CITY RECORDED 01/25/2016

OFFICIAL RECORDS OF SANTA FE COUNTY
01/25/2016 03:45:25 PM
Pages: 3

# UPDATED LEASE AREA SURVEY PREPARED FOR THE CITY OF SANTA FE AND THE SANTA FE RAILYARD COMMUNITY CORPORATION

LYING AND BEING SITUATE WITHIN TRACT 1 (15.319 AC±) NORTH AREA WITHIN PROJECTED SECTIONS 23, 24 & 26, T 17 N, R 9 E, N.M.P.M.




LEASE AREA CURVE DATA CHART

| CURVE | CURVE DATA | RADIUS | ARC LENGTH | CHORD |
|---|---|---|---|---|
| C1 | S53°36'41"E | 31.83 | 103.56 | 31.83 |
| C2 | S18°08'48"E | 15.83 | | |
| C3 | S11°22'07"E | 43.17 | 24.33 | 37.63 |
| L1 | S52°53'31"W | 9.56 | | |
| L2 | S35°54'33"E | 1.83 | | |
| L3 | S78°53'45"E | 3.19 | | |
| L4 | N78°36'15"E | 6.29 | 13.83 | 5.17 |
| L5 | S81°12'45"E | 5.27 | | |
| L6 | S52°32'27"E | 3.65 | | |
| L7 | N31°54'44"E | 2.85 | | |
| L8 | N53°24'45"W | 6.31 | | |
| L9 | S35°54'33"E | 11.83 | | |
| L10 | S55°25'24"E | 111.31 | | |
| L11 | N52°37'45"W | 7.03 | | |
| L12 | S52°37'45"E | 22.55 | | |
| L13 | N36°37'45"W | 14.50 | | |
| L14 | S82°24'28"W | 2.85 | | |
| L15 | N37°31'51"E | 18.52 | 1021.56 | 58.32 |
| L16 | N53°02'45"W | 29.00 | | |
| L17 | N35°57'55"E | 49.54 | | |
| L18 | S53°02'15"E | 32.09 | | |
| L19 | N53°45'45"W | 3.58 | | |
| L20 | N29°31'15"E | 9.00 | | |
| L21 | S36°31'01"E | 228.61 | | |
| L22 | N58°19'51"E | 14.51 | 23.00 | 13.84 |
| L23 | S51°32'22"E | 34.75 | | |
| L24 | S47°04'15"E | 13.93 | 42.33 | 13.46 |
| L25 | S29°51'37"E | 13.58 | | |
| L26 | S42°03'32"E | 3.44 | | |
| L27 | S24°22'41"E | 15.21 | 21.33 | 16.81 |
| L28 | S40°18'15"E | 33.84 | 1021.56 | 58.62 |
| L29 | N53°05'53"W | 9.59 | | |
| L30 | N37°18'27"E | 3.74 | 24.33 | 4.27 |
| L31 | N53°31'17"W | 6.57 | 33.74 | 6.55 |
| L32 | S29°51'37"E | 8.00 | | |
| L33 | N29°51'37"W | 8.00 | | |
| L34 | N53°31'37"W | 8.51 | 15.65 | 7.45 |
| L35 | S35°31'23"W | 0.87 | | |
| L36 | N31°01'31"E | 19.23 | 15.65 | 13.37 |
| L37 | N58°03'31"E | 14.76 | | |
| L38 | S32°31'21"E | 0.62 | | |
| L39 | S13°53'28"E | 9.55 | | |
| L40 | S31°02'54"E | 27.37 | 51.94 | 19.23 |
| L41 | S72°49'15"E | 13.74 | | |
| L42 | S76°53'08"W | 3.80 | 2.83 | 2.31 |
| L43 | S72°49'15"E | 3.56 | | |
| L44 | S53°31'37"E | 12.26 | | |
| L45 | S40°37'05"E | 7.18 | 4.87 | 4.54 |
| L46 | S36°18'32"W | 15.10 | | |
| L47 | S53°02'15"E | 23.17 | | |
| L48 | S44°12'31"W | 5.42 | | |
| L49 | S37°18'27"E | 22.37 | | |
| L50 | S36°55'33"W | 3.05 | 2.83 | 2.31 |
| L51 | S53°19'24"E | 12.49 | | |
| L52 | S72°49'15"E | 7.23 | 4.87 | 4.54 |
| L53 | S17°54'38"E | 19.45 | | |







SURVEYORS NOTES:

1. [illegible]

2. [illegible]

3. [illegible]

SURVEYOR'S CERTIFICATE

I, [illegible]

SFC CLERK RECORDED 01/25/2018



# UPDATED LEASE PARCEL SURVEY OF THE SOUTH AREA OF THE SANTA FE RAILYARD PREPARED FOR THE SANTA FE RAILYARD COMMUNITY CORPORATION

LYING AND BEING SITUATE WITHIN TRACT 5 (6.142 AC±)
PROJECTED SECTIONS 26 , T 17 N, R 9 E, N.M.P.M.

PASEO DE PERALTA

PARCEL A1
18,009 Sq. Ft.±

PARCEL A2
18,511 Sq. Ft.±

PARCEL A3
18,511 Sq. Ft.±

PARCEL B
41,240 Sq. Ft.±

CONSERVATION EASEMENT

TRACT 5
0.856AC±

## PARCEL A3 BOUNDARY

| L.INC | CHORD/BEARING | ARC/DIST | RADIUS | CHORD |
|---|---|---|---|---|
| 1 | N01°53'13" W | 21.00' | | |
| 2 | S87°04'57" W | 11.06' | | |
| 3 | N01°53'13" W | 4.74' | | |
| 4 | S87°04'57" W | 12.00' | | |
| 5 | S01°53'13" E | 4.74' | | |
| 6 | S87°04'57" W | 12.00' | | |
| 7 | N01°53'13" W | 14.00' | | |
| 8 | N87°04'57" E | 12.00' | | |
| 9 | N01°53'13" W | 4.74' | | |
| 10 | N87°04'57" E | 12.00' | | |
| 11 | S01°53'13" E | 4.74' | | |
| 12 | N87°04'57" E | 11.06' | | |
| 13 | S01°53'13" E | 21.00' | | |

## SOUTH RAILYARD BOUNDARY

| L.ENC | BEARING | DISTANCE |
|---|---|---|
| L1 | N/A | N/A |
| L2 | N/A | N/A |
| L3 | N/A | N/A |
| L4 | N/A | N/A |
| L5 | N/A | N/A |
| L6 | N/A | N/A |
| L7 | N/A | N/A |
| L8 | N/A | N/A |
| L9 | N/A | N/A |
| L10 | N/A | N/A |
| L11 | N/A | N/A |
| L12 | N/A | N/A |

*LEGEND:*

- EXTERIOR BOUNDARY
- MONUMENT AS NOTED
- CALCULATED BOUNDARY CORNER UNLESS IDENTIFIED AS SET
- BOUNDARY LINE
- ADJOINER BOUNDARY LINE
- OVERHEAD WIRES

SURVEYORS NOTES:

1. THE EXTERIOR BOUNDARY AS SHOWN IS BASED DIRECTLY FROM THAT CERTAIN PLAT OF SURVEY BY MARL A. RODRIGUEZ N.M.P.L.S. 13609, ENTITLED "THE CITY OF SANTA FE RAILYARD PROPERTY" AS RECORDED AT THE SANTA FE COUNTY CLERKS OFFICE AS PLAT BOOK 512, PAGES 038-039. BASIS OF BEARINGS TAKEN FROM SAID PLAT AND ROTATED 00°-06'-48" CCW TO MATCH MONUMENTS ON NW SIDE OF TRACT 5. (R&B: "S" =000)

2. THE LEASE LINES PORTRAYED HEREON AND OTHER INFRASTRUCTURE FEATURES ARE TAKEN FROM CAD DATA PREPARED BY BOHANNAN-HOUSTON ENGINEERS. ALL IMPROVEMENTS WITHIN THIS PROPERTY HAVE BEEN SHOWN UNLESS OTHERWISE NOTED

3. PLAT OF "LEASE AREA MAPPING FOR THE CITY OF SANTA FE RAILYARD PROPERTY" PREPARED BY SURVEYOR OF PLAT OF NOTE 1, WAS ALSO UTILIZED FOR THE PREPARATION OF THIS PLAT

SURVEYOR'S CERTIFICATE

I, MICHAEL R. NORMAN, N.M.P.L.S. 14, AM ABOVE DO HEREBY CERTIFY TO THE CITY OF SANTA FE AND TO THE S.F. RAILYARD COMMUNITY CORPORATION THAT THE LEASE AREA AND BOUNDARIES HERE SHOWN WERE BY ME OR UNDER MY DIRECT SUPERVISION ON AUGUST 20, 2015; THAT I AM RESPONSIBLE FOR THIS SURVEY; THAT THIS SURVEY MEETS THE MINIMUM STANDARDS FOR UNADJUSTED SURVEYING IN NEW MEXICO; AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

MICHAEL R. NORMAN, N.M.P.L.S. NO. 14

SOUTHWEST MOUNTAIN SURVEYS
1114 HICKOX ST., SANTA FE, N.M. 87501

DATE: 08/20/15 | DRAWN BY: MRN | CUSTOM S. LEASE

SFC CLERK RECORDED 01/25/2016

# UPDATED BOUNDARY SURVEY OF THE BACA PORTION OF THE SANTA FE RAILYARD AND LEASE AREAS PLAT, PREPARED FOR SANTA FE RAILYARD COMMUNITY CORPORATION

LYING AND BEING SITUATE WITHIN TRACT 7A (12.518 AC±) PROJECTED SECTIONS 26 , T 17 N. R 9 E. N.M.P.M.
CONTAINING 12.499 AC ±

SANTA FE RAILYARD COMMUNITY CORPORATION

SANTA FE RAILYARD COMMUNITY CORPORATION
RICHARD A. "ZIGGY" CZIGLER, EXECUTIVE DIRECTOR DATE

SURVEYORS NOTES

1. BASIS OF BEARINGS: GRID BEARINGS ARE BASED ON THE NEW MEXICO STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE. DISTANCES SHOWN ARE GROUND DISTANCES. TO OBTAIN GRID DISTANCES MULTIPLY BY 0.999670.

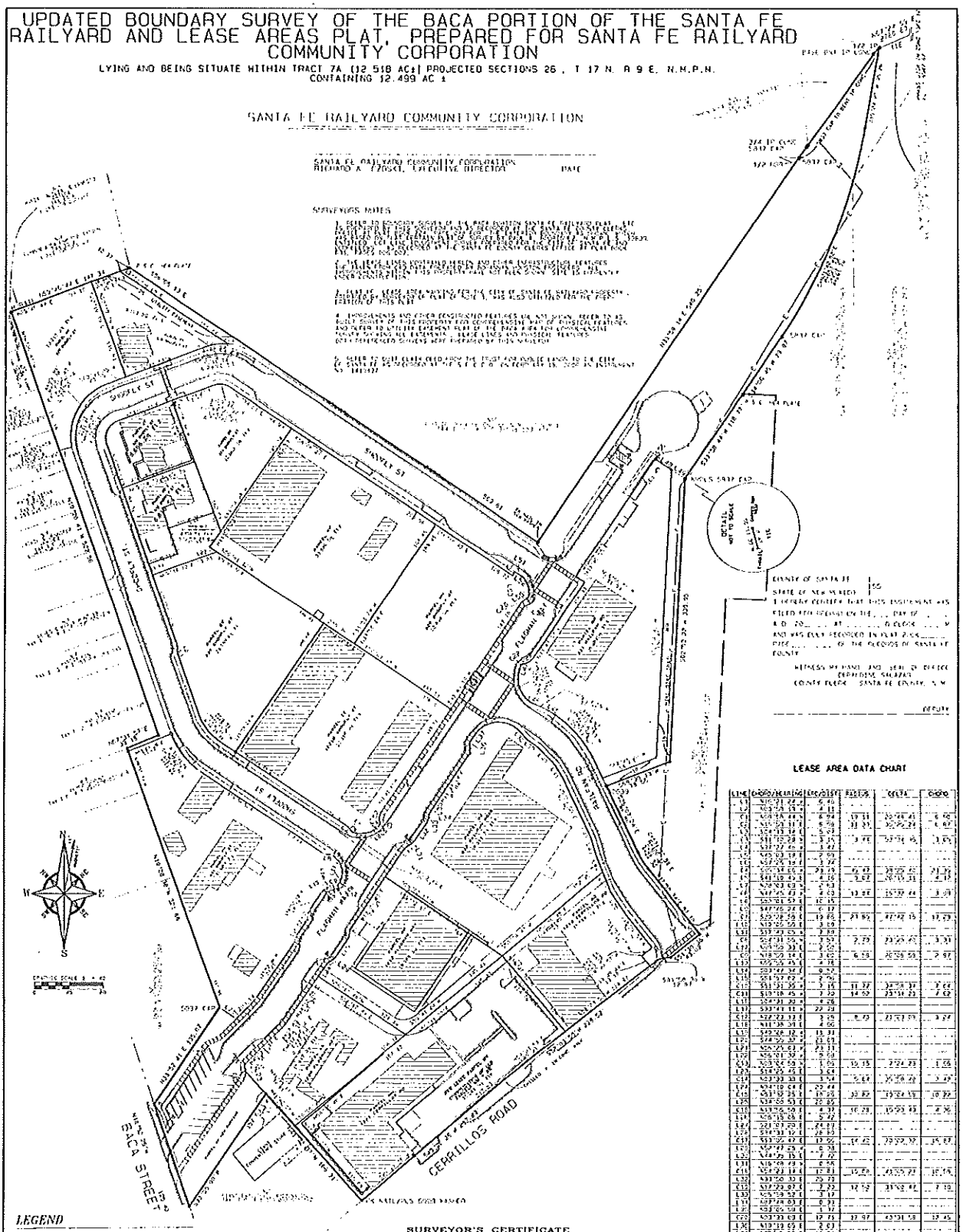
2. THE LOCATIONS SHOWN HEREON ARE BASED ON FIELD SURVEY PERFORMED BY SOUTHWEST MOUNTAIN SURVEYS.

3. SOME OF THE BOUNDARY LINES SHOWN HEREON ARE BASED ON RECORD INFORMATION AND DO NOT REPRESENT A FIELD SURVEY.

4. IMPROVEMENTS AND OTHER FEATURES ARE NOT SHOWN HEREON IN ORDER TO BE CLEAR AS TO THE PROPERTY LINES CONFIGURATION. FOR INFORMATION REGARDING IMPROVEMENTS AND OTHER FEATURES, REFER TO EXISTING SURVEY PLAT OF THE SANTA FE RAILYARD COMMUNITY CORPORATION AND/OR TO EXISTING EASEMENT PLAT OF THE SANTA FE RAILYARD COMMUNITY CORPORATION.

5. SOME OF THE EASEMENTS AND LEASE AREAS SHOWN HEREON ARE BASED ON RECORD INFORMATION AND DO NOT REPRESENT A FIELD SURVEY.

6. SOME OF THE BOUNDARY LINES SHOWN HEREON ARE BASED ON RECORD INFORMATION AND DO NOT REPRESENT A FIELD SURVEY.




COUNTY OF SANTA FE
STATE OF NEW MEXICO
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD ON THE ... DAY OF ... A.D. 20... AT ... O'CLOCK ... M. AND WAS DULY RECORDED IN PLAT BOOK ... PAGE ... OF THE RECORDS OF SANTA FE COUNTY
WITNESS MY HAND AND SEAL OF OFFICE
DEPUTY
COUNTY CLERK, SANTA FE COUNTY, N.M.

LEASE AREA DATA CHART

| LINE | BEARING/ANGLE | DIST | RADIUS | DELTA | CHORD |
|---|---|---|---|---|---|
| L1 | N16°11'22"W | 6.46 | | | |
| L2 | N03°49'15"E | 8.11 | | | |
| C1 | N43°54'11"E | 8.94 | 10.00 | 51°14'47" | 8.65 |
| L3 | N69°31'46"E | 8.78 | 10.00 | 50°19'24" | 8.50 |
| L4 | S37°07'46"E | 5.93 | | | |
| L5 | S51°10'29"W | 5.35 | 3.95 | 77°34'16" | 4.95 |
| L6 | S37°07'46"E | 5.42 | | | |
| L7 | N51°10'29"E | 2.91 | | | |
| L8 | S67°05'14"E | 3.74 | | | |
| C2 | S22°54'46"W | 23.19 | 15.00 | 88°35'22" | 20.94 |
| C3 | S61°18'23"E | 4.18 | 3.95 | 60°38'38" | 3.99 |
| L9 | N39°03'53"E | 2.63 | | | |
| C4 | N61°45'47"E | 2.63 | 10.00 | 15°04'44" | 2.62 |
| L10 | S51°10'29"W | 12.45 | | | |
| L11 | S61°18'23"E | 6.17 | | | |
| C5 | S25°28'26"E | 19.85 | 87.00 | 13°04'15" | 19.80 |
| C6 | N33°05'03"E | 3.69 | | | |
| C7 | N33°05'03"E | 3.69 | | | |
| C8 | S61°18'23"E | 3.93 | 2.79 | 80°41'41" | 3.61 |
| L12 | N51°10'29"E | 2.00 | | | |
| C9 | N18°57'39"W | 3.60 | 6.58 | 31°22'59" | 3.55 |
| L13 | N06°56'19"E | 4.78 | | | |
| L14 | S83°47'34"E | 9.42 | | | |
| L15 | N51°10'29"E | 2.00 | | | |
| C10 | S61°18'23"E | 7.76 | 11.37 | 39°08'37" | 7.61 |
| C11 | S19°18'45"E | 7.39 | 14.50 | 29°11'23" | 7.31 |
| L16 | S51°10'29"W | 4.06 | | | |
| L17 | S38°49'31"E | 4.00 | | | |
| C12 | S22°22'33"E | 3.19 | 8.73 | 21°53'59" | 3.17 |
| L18 | N61°18'23"W | 4.00 | | | |
| L19 | S38°49'31"E | 13.31 | | | |
| L20 | S51°10'29"W | 21.67 | | | |
| L21 | N06°56'19"E | 23.31 | | | |
| L22 | N06°01'39"E | 9.98 | | | |
| L23 | N03°56'09"E | 1.53 | 10.15 | 2°54'23" | 1.53 |
| C13 | S19°18'45"E | 3.64 | | | |
| C14 | S22°22'33"E | 3.54 | 8.69 | 23°20'32" | 3.51 |
| L24 | N51°10'29"E | 29.44 | | | |
| C15 | N51°10'29"E | 17.28 | 10.85 | 91°14'55" | 15.52 |
| L25 | S38°55'55"E | 22.85 | | | |
| C16 | N33°56'19"E | 8.31 | 10.28 | 15°03'48" | 8.06 |
| L26 | N06°56'19"E | 25.47 | | | |
| L27 | S83°03'41"E | 24.67 | | | |
| L28 | S06°56'19"W | 23.31 | | | |
| C17 | S51°10'29"W | 17.95 | 11.45 | 89°49'32" | 15.89 |
| L29 | N38°49'31"W | 2.38 | | | |
| L30 | N06°56'19"E | 7.72 | | | |
| L31 | N38°49'31"W | 8.55 | | | |
| C18 | N51°10'29"E | 17.81 | 10.28 | 99°15'23" | 15.76 |
| L32 | S38°55'55"E | 25.73 | | | |
| C19 | S22°22'33"E | 3.20 | 8.73 | 21°53'59" | 3.18 |
| L33 | N51°10'29"E | 2.17 | | | |
| L34 | S38°49'31"E | 8.37 | | | |
| L35 | S51°10'29"W | 2.17 | | | |
| C20 | N51°10'29"E | 19.74 | 11.37 | 99°31'58" | 17.45 |
| L36 | N38°49'31"W | 8.00 | | | |
| L37 | S51°10'29"W | 19.74 | | | |
| C21 | N33°05'03"E | 3.69 | | | |
| C22 | N33°05'03"E | 3.69 | | | |
| L38 | N51°10'29"E | 2.00 | | | |
| C23 | S61°18'23"E | 7.76 | 11.37 | 39°08'37" | 7.61 |
| C24 | S19°18'45"E | 7.39 | 14.50 | 29°11'23" | 7.31 |
| L39 | S51°10'29"W | 4.06 | | | |
| L40 | S38°49'31"E | 4.00 | | | |
| C25 | S22°22'33"E | 3.19 | 8.73 | 21°53'59" | 3.17 |
| L41 | N61°18'23"W | 4.00 | | | |
| L42 | S38°49'31"E | 13.31 | | | |
| L43 | S51°10'29"W | 21.67 | | | |
| L44 | N06°56'19"E | 23.31 | | | |
| L45 | N06°01'39"E | 9.98 | | | |
| C26 | N03°56'09"E | 1.53 | 10.15 | 2°54'23" | 1.53 |
| C27 | S19°18'45"E | 3.64 | | | |
| C28 | S22°22'33"E | 3.54 | 8.69 | 23°20'32" | 3.51 |
| L46 | N51°10'29"E | 29.44 | | | |
| C29 | N51°10'29"E | 17.28 | 10.85 | 91°14'55" | 15.52 |
| L47 | S38°55'55"E | 22.85 | | | |
| C30 | N33°56'19"E | 8.31 | 10.28 | 15°03'48" | 8.06 |
| L48 | N06°56'19"E | 25.47 | | | |
| L49 | S83°03'41"E | 24.67 | | | |
| L50 | S06°56'19"W | 23.31 | | | |
| C31 | S51°10'29"W | 17.95 | 11.45 | 89°49'32" | 15.89 |
| L51 | N38°49'31"W | 2.38 | | | |
| L52 | N06°56'19"E | 7.72 | | | |
| L53 | N38°49'31"W | 8.55 | | | |
| C32 | N51°10'29"E | 17.81 | 10.28 | 99°15'23" | 15.76 |
| L54 | S38°55'55"E | 25.73 | | | |
| C33 | S22°22'33"E | 3.20 | 8.73 | 21°53'59" | 3.18 |
| L55 | N51°10'29"E | 2.17 | | | |
| L56 | S38°49'31"E | 8.37 | | | |
| L57 | S51°10'29"W | 2.17 | | | |
| C34 | N51°10'29"E | 19.74 | 11.37 | 99°31'58" | 17.45 |
| L58 | N38°49'31"W | 8.00 | | | |
| L59 | S51°10'29"W | 19.74 | | | |
| C35 | N33°05'03"E | 3.69 | | | |
| C36 | N33°05'03"E | 3.69 | | | |
| L60 | N51°10'29"E | 2.00 | | | |
| C37 | S61°18'23"E | 7.76 | 11.37 | 39°08'37" | 7.61 |
| C38 | S19°18'45"E | 7.39 | 14.50 | 29°11'23" | 7.31 |
| L61 | S51°10'29"W | 4.06 | | | |
| L62 | S38°49'31"E | 4.00 | | | |
| C39 | S22°22'33"E | 3.19 | 8.73 | 21°53'59" | 3.17 |
| L63 | N61°18'23"W | 4.00 | | | |
| L64 | S38°49'31"E | 13.31 | | | |
| L65 | S51°10'29"W | 21.67 | | | |
| L66 | N06°56'19"E | 23.31 | | | |
| L67 | N06°01'39"E | 9.98 | | | |
| C40 | N03°56'09"E | 1.53 | 10.15 | 2°54'23" | 1.53 |
| C41 | S19°18'45"E | 3.64 | | | |
| C42 | S22°22'33"E | 3.54 | 8.69 | 23°20'32" | 3.51 |
| L68 | N51°10'29"E | 29.44 | | | |
| C43 | N51°10'29"E | 17.28 | 10.85 | 91°14'55" | 15.52 |
| L69 | S38°55'55"E | 22.85 | | | |
| C44 | N33°56'19"E | 8.31 | 10.28 | 15°03'48" | 8.06 |
| L70 | N06°56'19"E | 25.47 | | | |
| L71 | S83°03'41"E | 24.67 | | | |
| L72 | S06°56'19"W | 23.31 | | | |
| C45 | S51°10'29"W | 17.95 | 11.45 | 89°49'32" | 15.89 |
| L73 | N38°49'31"W | 2.38 | | | |
| L74 | N06°56'19"E | 7.72 | | | |
| L75 | N38°49'31"W | 8.55 | | | |
| C46 | N51°10'29"E | 17.81 | 10.28 | 99°15'23" | 15.76 |
| L76 | S38°55'55"E | 25.73 | | | |
| C47 | S22°22'33"E | 3.20 | 8.73 | 21°53'59" | 3.18 |
| L77 | N51°10'29"E | 2.17 | | | |
| L78 | S38°49'31"E | 8.37 | | | |
| L79 | S51°10'29"W | 2.17 | | | |
| C48 | N51°10'29"E | 19.74 | 11.37 | 99°31'58" | 17.45 |
| L80 | N38°49'31"W | 8.00 | | | |
| L81 | S51°10'29"W | 19.74 | | | |
| C49 | N33°05'03"E | 3.69 | | | |
| C50 | N33°05'03"E | 3.69 | | | |
| L82 | N51°10'29"E | 2.00 | | | |
| C51 | S61°18'23"E | 7.76 | 11.37 | 39°08'37" | 7.61 |
| C52 | S19°18'45"E | 7.39 | 14.50 | 29°11'23" | 7.31 |
| L83 | S51°10'29"W | 4.06 | | | |
| L84 | S38°49'31"E | 4.00 | | | |
| C53 | S22°22'33"E | 3.19 | 8.73 | 21°53'59" | 3.17 |
| L85 | N61°18'23"W | 4.00 | | | |
| L86 | S38°49'31"E | 13.31 | | | |
| L87 | S51°10'29"W | 21.67 | | | |
| L88 | N06°56'19"E | 23.31 | | | |
| L89 | N06°01'39"E | 9.98 | | | |
| C54 | N03°56'09"E | 1.53 | 10.15 | 2°54'23" | 1.53 |
| C55 | S19°18'45"E | 3.64 | | | |
| C56 | S22°22'33"E | 3.54 | 8.69 | 23°20'32" | 3.51 |
| L90 | N51°10'29"E | 29.44 | | | |
| C57 | N51°10'29"E | 17.28 | 10.85 | 91°14'55" | 15.52 |
| L91 | S38°55'55"E | 22.85 | | | |
| C58 | N33°56'19"E | 8.31 | 10.28 | 15°03'48" | 8.06 |
| L92 | N06°56'19"E | 25.47 | | | |
| L93 | S83°03'41"E | 24.67 | | | |
| L94 | S06°56'19"W | 23.31 | | | |
| C59 | S51°10'29"W | 17.95 | 11.45 | 89°49'32" | 15.89 |
| L95 | N38°49'31"W | 2.38 | | | |
| L96 | N06°56'19"E | 7.72 | | | |
| L97 | N38°49'31"W | 8.55 | | | |
| C60 | N51°10'29"E | 17.81 | 10.28 | 99°15'23" | 15.76 |
| L98 | S38°55'55"E | 25.73 | | | |
| C61 | S22°22'33"E | 3.20 | 8.73 | 21°53'59" | 3.18 |
| L99 | N51°10'29"E | 2.17 | | | |
| L100 | S38°49'31"E | 8.37 | | | |
| L101 | S51°10'29"W | 2.17 | | | |
| C62 | N51°10'29"E | 19.74 | 11.37 | 99°31'58" | 17.45 |
| L102 | N38°49'31"W | 8.00 | | | |
| L103 | S51°10'29"W | 19.74 | | | |
| C63 | N33°05'03"E | 3.69 | | | |
| C64 | N33°05'03"E | 3.69 | | | |
| L104 | N51°10'29"E | 2.00 | | | |
| C65 | S61°18'23"E | 7.76 | 11.37 | 39°08'37" | 7.61 |
| C66 | S19°18'45"E | 7.39 | 14.50 | 29°11'23" | 7.31 |
| L105 | S51°10'29"W | 4.06 | | | |
| L106 | S38°49'31"E | 4.00 | | | |
| C67 | S22°22'33"E | 3.19 | 8.73 | 21°53'59" | 3.17 |
| L107 | N61°18'23"W | 4.00 | | | |
| L108 | S38°49'31"E | 13.31 | | | |
| L109 | S51°10'29"W | 21.67 | | | |
| L110 | N06°56'19"E | 23.31 | | | |
| L111 | N06°01'39"E | 9.98 | | | |
| C68 | N03°56'09"E | 1.53 | 10.15 | 2°54'23" | 1.53 |
| C69 | S19°18'45"E | 3.64 | | | |
| C70 | S22°22'33"E | 3.54 | 8.69 | 23°20'32" | 3.51 |
| L112 | N51°10'29"E | 29.44 | | | |
| C71 | N51°10'29"E | 17.28 | 10.85 | 91°14'55" | 15.52 |
| L113 | S38°55'55"E | 22.85 | | | |
| C72 | N33°56'19"E | 8.31 | 10.28 | 15°03'48" | 8.06 |
| L114 | N06°56'19"E | 25.47 | | | |
| L115 | S83°03'41"E | 24.67 | | | |
| L116 | S06°56'19"W | 23.31 | | | |
| C73 | S51°10'29"W | 17.95 | 11.45 | 89°49'32" | 15.89 |
| L117 | N38°49'31"W | 2.38 | | | |
| L118 | N06°56'19"E | 7.72 | | | |
| L119 | N38°49'31"W | 8.55 | | | |
| C74 | N51°10'29"E | 17.81 | 10.28 | 99°15'23" | 15.76 |
| L120 | S38°55'55"E | 25.73 | | | |
| C75 | S22°22'33"E | 3.20 | 8.73 | 21°53'59" | 3.18 |
| L121 | N51°10'29"E | 2.17 | | | |
| L122 | S38°49'31"E | 8.37 | | | |
| L123 | S51°10'29"W | 2.17 | | | |
| C76 | N51°10'29"E | 19.74 | 11.37 | 99°31'58" | 17.45 |
| L124 | N38°49'31"W | 8.00 | | | |
| L125 | S51°10'29"W | 19.74 | | | |
| C77 | N33°05'03"E | 3.69 | | | |
| C78 | N33°05'03"E | 3.69 | | | |
| L126 | N51°10'29"E | 2.00 | | | |
| C79 | S61°18'23"E | 7.76 | 11.37 | 39°08'37" | 7.61 |
| C80 | S19°18'45"E | 7.39 | 14.50 | 29°11'23" | 7.31 |
| L127 | S51°10'29"W | 4.06 | | | |
| L128 | S38°49'31"E | 4.00 | | | |
| C81 | S22°22'33"E | 3.19 | 8.73 | 21°53'59" | 3.17 |
| L129 | N61°18'23"W | 4.00 | | | |
| L130 | S38°49'31"E | 13.31 | | | |
| L131 | S51°10'29"W | 21.67 | | | |
| L132 | N06°56'19"E | 23.31 | | | |
| L133 | N06°01'39"E | 9.98 | | | |
| C82 | N03°56'09"E | 1.53 | 10.15 | 2°54'23" | 1.53 |
| C83 | S19°18'45"E | 3.64 | | | |
| C84 | S22°22'33"E | 3.54 | 8.69 | 23°20'32" | 3.51 |
| L134 | N51°10'29"E | 29.44 | | | |
| C85 | N51°10'29"E | 17.28 | 10.85 | 91°14'55" | 15.52 |
| L135 | S38°55'55"E | 22.85 | | | |
| C86 | N33°56'19"E | 8.31 | 10.28 | 15°03'48" | 8.06 |
| L136 | N06°56'19"E | 25.47 | | | |
| L137 | S83°03'41"E | 24.67 | | | |
| L138 | S06°56'19"W | 23.31 | | | |
| C87 | S51°10'29"W | 17.95 | 11.45 | 89°49'32" | 15.89 |
| L139 | N38°49'31"W | 2.38 | | | |
| L140 | N06°56'19"E | 7.72 | | | |
| L141 | N38°49'31"W | 8.55 | | | |
| C88 | N51°10'29"E | 17.81 | 10.28 | 99°15'23" | 15.76 |
| L142 | S38°55'55"E | 25.73 | | | |
| C89 | S22°22'33"E | 3.20 | 8.73 | 21°53'59" | 3.18 |
| L143 | N51°10'29"E | 2.17 | | | |
| L144 | S38°49'31"E | 8.37 | | | |
| L145 | S51°10'29"W | 2.17 | | | |
| C90 | N51°10'29"E | 19.74 | 11.37 | 99°31'58" | 17.45 |
| L146 | N38°49'31"W | 8.00 | | | |
| L147 | S51°10'29"W | 19.74 | | | |
| C91 | N33°05'03"E | 3.69 | | | |
| C92 | N33°05'03"E | 3.69 | | | |
| L148 | N51°10'29"E | 2.00 | | | |
| C93 | S61°18'23"E | 7.76 | 11.37 | 39°08'37" | 7.61 |
| C94 | S19°18'45"E | 7.39 | 14.50 | 29°11'23" | 7.31 |
| L149 | S51°10'29"W | 4.06 | | | |
| L150 | S38°49'31"E | 4.00 | | | |
| C95 | S22°22'33"E | 3.19 | 8.73 | 21°53'59" | 3.17 |
| L151 | N61°18'23"W | 4.00 | | | |
| L152 | S38°49'31"E | 13.31 | | | |
| L153 | S51°10'29"W | 21.67 | | | |
| L154 | N06°56'19"E | 23.31 | | | |
| L155 | N06°01'39"E | 9.98 | | | |
| C96 | N03°56'09"E | 1.53 | 10.15 | 2°54'23" | 1.53 |
| C97 | S19°18'45"E | 3.64 | | | |
| C98 | S22°22'33"E | 3.54 | 8.69 | 23°20'32" | 3.51 |
| L156 | N51°10'29"E | 29.44 | | | |
| C99 | N51°10'29"E | 17.28 | 10.85 | 91°14'55" | 15.52 |
| L157 | S38°55'55"E | 22.85 | | | |
| C100 | N33°56'19"E | 8.31 | 10.28 | 15°03'48" | 8.06 |
| L158 | N06°56'19"E | 25.47 | | | |
| L159 | S83°03'41"E | 24.67 | | | |
| L160 | S06°56'19"W | 23.31 | | | |
| C101 | S51°10'29"W | 17.95 | 11.45 | 89°49'32" | 15.89 |
| L161 | N38°49'31"W | 2.38 | | | |
| L162 | N06°56'19"E | 7.72 | | | |
| L163 | N38°49'31"W | 8.55 | | | |
| C102 | N51°10'29"E | 17.81 | 10.28 | 99°15'23" | 15.76 |
| L164 | S38°55'55"E | 25.73 | | | |
| C103 | S22°22'33"E | 3.20 | 8.73 | 21°53'59" | 3.18 |
| L165 | N51°10'29"E | 2.17 | | | |
| L166 | S38°49'31"E | 8.37 | | | |
| L167 | S51°10'29"W | 2.17 | | | |
| C104 | N51°10'29"E | 19.74 | 11.37 | 99°31'58" | 17.45 |
| L168 | N38°49'31"W | 8.00 | | | |
| L169 | S51°10'29"W | 19.74 | | | |
| C105 | N33°05'03"E | 3.69 | | | |
| C106 | N33°05'03"E | 3.69 | | | |
| L170 | N51°10'29"E | 2.00 | | | |
| C107 | S61°18'23"E | 7.76 | 11.37 | 39°08'37" | 7.61 |
| C108 | S19°18'45"E | 7.39 | 14.50 | 29°11'23" | 7.31 |
| L171 | S51°10'29"W | 4.06 | | | |
| L172 | S38°49'31"E | 4.00 | | | |
| C109 | S22°22'33"E | 3.19 | 8.73 | 21°53'59" | 3.17 |
| L173 | N61°18'23"W | 4.00 | | | |
| L174 | S38°49'31"E | 13.31 | | | |
| L175 | S51°10'29"W | 21.67 | | | |
| L176 | N06°56'19"E | 23.31 | | | |
| L177 | N06°01'39"E | 9.98 | | | |
| C110 | N03°56'09"E | 1.53 | 10.15 | 2°54'23" | 1.53 |
| C111 | S19°18'45"E | 3.64 | | | |
| C112 | S22°22'33"E | 3.54 | 8.69 | 23°20'32" | 3.51 |
| L178 | N51°10'29"E | 29.44 | | | |
| C113 | N51°10'29"E | 17.28 | 10.85 | 91°14'55" | 15.52 |
| L179 | S38°55'55"E | 22.85 | | | |
| C114 | N33°56'19"E | 8.31 | 10.28 | 15°03'48" | 8.06 |
| L180 | N06°56'19"E | 25.47 | | | |
| L181 | S83°03'41"E | 24.67 | | | |
| L182 | S06°56'19"W | 23.31 | | | |
| C115 | S51°10'29"W | 17.95 | 11.45 | 89°49'32" | 15.89 |
| L183 | N38°49'31"W | 2.38 | | | |
| L184 | N06°56'19"E | 7.72 | | | |
| L185 | N38°49'31"W | 8.55 | | | |
| C116 | N51°10'29"E | 17.81 | 10.28 | 99°15'23" | 15.76 |
| L186 | S38°55'55"E | 25.73 | | | |
| C117 | S22°22'33"E | 3.20 | 8.73 | 21°53'59" | 3.18 |
| L187 | N51°10'29"E | 2.17 | | | |
| L188 | S38°49'31"E | 8.37 | | | |
| L189 | S51°10'29"W | 2.17 | | | |
| C118 | N51°10'29"E | 19.74 | 11.37 | 99°31'58" | 17.45 |
| L190 | N38°49'31"W | 8.00 | | | |
| L191 | S51°10'29"W | 19.74 | | | |
| C119 | N33°05'03"E | 3.69 | | | |
| C120 | N33°05'03"E | 3.69 | | | |
| L192 | N51°10'29"E | 2.00 | | | |
| C121 | S61°18'23"E | 7.76 | 11.37 | 39°08'37" | 7.61 |
| C122 | S19°18'45"E | 7.39 | 14.50 | 29°11'23" | 7.31 |
| L193 | S51°10'29"W | 4.06 | | | |
| L194 | S38°49'31"E | 4.00 | | | |
| C123 | S22°22'33"E | 3.19 | 8.73 | 21°53'59" | 3.17 |
| L195 | N61°18'23"W | 4.00 | | | |
| L196 | S38°49'31"E | 13.31 | | | |
| L197 | S51°10'29"W | 21.67 | | | |
| L198 | N06°56'19"E | 23.31 | | | |
| L199 | N06°01'39"E | 9.98 | | | |
| C124 | N03°56'09"E | 1.53 | 10.15 | 2°54'23" | 1.53 |
| C125 | S19°18'45"E | 3.64 | | | |
| C126 | S22°22'33"E | 3.54 | 8.69 | 23°20'32" | 3.51 |
| L200 | N51°10'29"E | 29.44 | | | |
| C127 | N51°10'29"E | 17.28 | 10.85 | 91°14'55" | 15.52 |
| L201 | S38°55'55"E | 22.85 | | | |
| C128 | N33°56'19"E | 8.31 | 10.28 | 15°03'48" | 8.06 |
| L202 | N06°56'19"E | 25.47 | | | |
| L203 | S83°03'41"E | 24.67 | | | |
| L204 | S06°56'19"W | 23.31 | | | |
| C129 | S51°10'29"W | 17.95 | 11.45 | 89°49'32" | 15.89 |
| L205 | N38°49'31"W | 2.38 | | | |
| L206 | N06°56'19"E | 7.72 | | | |
| L207 | N38°49'31"W | 8.55 | | | |
| C130 | N51°10'29"E | 17.81 | 10.28 | 99°15'23" | 15.76 |
| L208 | S38°55'55"E | 25.73 | | | |
| C131 | S22°22'33"E | 3.20 | 8.73 | 21°53'59" | 3.18 |
| L209 | N51°10'29"E | 2.17 | | | |
| L210 | S38°49'31"E | 8.37 | | | |
| L211 | S51°10'29"W | 2.17 | | | |
| C132 | N51°10'29"E | 19.74 | 11.37 | 99°31'58" | 17.45 |
| L212 | N38°49'31"W | 8.00 | | | |
| L213 | S51°10'29"W | 19.74 | | | |
| C133 | N33°05'03"E | 3.69 | | | |
| C134 | N33°05'03"E | 3.69 | | | |
| L214 | N51°10'29"E | 2.00 | | | |
| C135 | S61°18'23"E | 7.76 | 11.37 | 39°08'37" | 7.61 |
| C136 | S19°18'45"E | 7.39 | 14.50 | 29°11'23" | 7.31 |
| L215 | S51°10'29"W | 4.06 | | | |
| L216 | S38°49'31"E | 4.00 | | | |
| C137 | S22°22'33"E | 3.19 | 8.73 | 21°53'59" | 3.17 |
| L217 | N61°18'23"W | 4.00 | | | |
| L218 | S38°49'31"E | 13.31 | | | |
| L219 | S51°10'29"W | 21.67 | | | |
| L220 | N06°56'19"E | 23.31 | | | |
| L221 | N06°01'39"E | 9.98 | | | |
| C138 | N03°56'09"E | 1.53 | 10.15 | 2°54'23" | 1.53 |
| C139 | S19°18'45"E | 3.64 | | | |
| C140 | S22°22'33"E | 3.54 | 8.69 | 23°20'32" | 3.51 |
| L222 | N51°10'29"E | 29.44 | | | |
| C141 | N51°10'29"E | 17.28 | 10.85 | 91°14'55" | 15.52 |
| L223 | S38°55'55"E | 22.85 | | | |
| C142 | N33°56'19"E | 8.31 | 10.28 | 15°03'48" | 8.06 |
| L224 | N06°56'19"E | 25.47 | | | |
| L225 | S83°03'41"E | 24.67 | | | |
| L226 | S06°56'19"W | 23.31 | | | |
| C143 | S51°10'29"W | 17.95 | 11.45 | 89°49'32" | 15.89 |
| L227 | N38°49'31"W | 2.38 | | | |
| L228 | N06°56'19"E | 7.72 | | | |
| L229 | N38°49'31"W | 8.55 | | | |
| C144 | N51°10'29"E | 17.81 | 10.28 | 99°15'23" | 15.76 |
| L230 | S38°55'55"E | 25.73 | | | |
| C145 | S22°22'33"E | 3.20 | 8.73 | 21°53'59" | 3.18 |
| L231 | N51°10'29"E | 2.17 | | | |
| L232 | S38°49'31"E | 8.37 | | | |
| L233 | S51°10'29"W | 2.17 | | | |
| C146 | N51°10'29"E | 19.74 | 11.37 | 99°31'58" | 17.45 |
| L234 | N38°49'31"W | 8.00 | | | |
| L235 | S51°10'29"W | 19.74 | | | |
| C147 | N33°05'03"E | 3.69 | | | |
| C148 | N33°05'03"E | 3.69 | | | |
| L236 | N51°10'29"E | 2.00 | | | |
| C149 | S61°18'23"E | 7.76 | 11.37 | 39°08'37" | 7.61 |
| C150 | S19°18'45"E | 7.39 | 14.50 | 29°11'23" | 7.31 |
| L237 | S51°10'29"W | 4.06 | | | |
| L238 | S38°49'31"E | 4.00 | | | |
| C151 | S22°22'33"E | 3.19 | 8.73 | 21°53'59" | 3.17 |
| L239 | N61°18'23"W | 4.00 | | | |
| L240 | S38°49'31"E | 13.31 | | | |
| L241 | S51°10'29"W | 21.67 | | | |
| L242 | N06°56'19"E | 23.31 | | | |
| L243 | N06°01'39"E | 9.98 | | | |
| C152 | N03°56'09"E | 1.53 | 10.15 | 2°54'23" | 1.53 |
| C153 | S19°18'45"E | 3.64 | | | |
| C154 | S22°22'33"E | 3.54 | 8.69 | 23°20'32" | 3.51 |
| L244 | N51°10'29"E | 29.44 | | | |
| C155 | N51°10'29"E | 17.28 | 10.85 | 91°14'55" | 15.52 |
| L245 | S38°55'55"E | 22.85 | | | |
| C156 | N33°56'19"E | 8.31 | 10.28 | 15°03'48" | 8.06 |
| L246 | N06°56'19"E | 25.47 | | | |
| L247 | S83°03'41"E | 24.67 | | | |
| L248 | S06°56'19"W | 23.31 | | | |
| C157 | S51°10'29"W | 17.95 | 11.45 | 89°49'32" | 15.89 |
| L249 | N38°49'31"W | 2.38 | | | |
| L250 | N06°56'19"E | 7.72 | | | |
| L251 | N38°49'31"W | 8.55 | | | |
| C158 | N51°10'29"E | 17.81 | 10.28 | 99°15'23" | 15.76 |
| L252 | S38°55'55"E | 25.73 | | | |
| C159 | S22°22'33"E | 3.20 | 8.73 | 21°53'59" | 3.18 |
| L253 | N51°10'29"E | 2.17 | | | |
| L254 | S38°49'31"E | 8.37 | | | |
| L255 | S51°10'29"W | 2.17 | | | |
| C160 | N51°10'29"E | 19.74 | 11.37 | 99°31'58" | 17.45 |
| L256 | N38°49'31"W | 8.00 | | | |
| L257 | S51°10'29"W | 19.74 | | | |
| C161 | N33°05'03"E | 3.69 | | | |
| C162 | N33°05'03"E | 3.69 | | | |
| L258 | N51°10'29"E | 2.00 | | | |
| C163 | S61°18'23"E | 7.76 | 11.37 | 39°08'37" | 7.61 |
| C164 | S19°18'45"E | 7.39 | 14.50 | 29°11'23" | 7.31 |
| L259 | S51°10'29"W | 4.06 | | | |
| L260 | S38°49'31"E | 4.00 | | | |
| C165 | S22°22'33"E | 3.19 | 8.73 | 21°53'59" | 3.17 |
| L261 | N61°18'23"W | 4.00 | | | |
| L262 | S38°49'31"E | 13.31 | | | |
| L263 | S51°10'29"W | 21.67 | | | |
| L264 | N06°56'19"E | 23.31 | | | |
| L265 | N06°01'39"E | 9.98 | | | |
| C166 | N03°56'09"E | 1.53 | 10.15 | 2°54'23" | 1.53 |
| C167 | S19°18'45"E | 3.64 | | | |
| C168 | S22°22'33"E | 3.54 | 8.69 | 23°20'32" | 3.51 |
| L266 | N51°10'29"E | 29.44 | | | |
| C169 | N51°10'29"E | 17.28 | 10.85 | 91°14'55" | 15.52 |
| L267 | S38°55'55"E | 22.85 | | | |
| C170 | N33°56'19"E | 8.31 | 10.28 | 15°03'48" | 8.06 |
| L268 | N06°56'19"E | 25.47 | | | |
| L269 | S83°03'41"E | 24.67 | | | |
| L270 | S06°56'19"W | 23.31 | | | |
| C171 | S51°10'29"W | 17.95 | 11.45 | 89°49'32" | 15.89 |
| L271 | N38°49'31"W | 2.38 | | | |
| L272 | N06°56'19"E | 7.72 | | | |
| L273 | N38°49'31"W | 8.55 | | | |
| C172 | N51°10'29"E | 17.81 | 10.28 | 99°15'23" | 15.76 |
| L274 | S38°55'55"E | 25.73 | | | |
| C173 | S22°22'33"E | 3.20 | 8.73 | 21°53'59" | 3.18 |
| L275 | N51°10'29"E | 2.17 | | | |
| L276 | S38°49'31"E | 8.37 | | | |
| L277 | S51°10'29"W | 2.17 | | | |
| C174 | N51°10'29"E | 19.74 | 11.37 | 99°31'58" | 17.45 |
| L278 | N38°49'31"W | 8.00 | | | |
| L279 | S51°10'29"W | 19.74 | | | |
| C175 | N33°05'03"E | 3.69 | | | |
| C176 | N33°05'03"E | 3.69 | | | |
| L280 | N51°10'29"E | 2.00 | | | |
| C177 | S61°18'23"E | 7.76 | 11.37 | 39°08'37" | 7.61 |
| C178 | S19°18'45"E | 7.39 | 14.50 | 29°11'23" | 7.31 |
| L281 | S51°10'29"W | 4.06 | | | |
| L282 | S38°49'31"E | 4.00 | | | |
| C179 | S22°22'33"E | 3.19 | 8.73 | 21°53'59" | 3.17 |
| L283 | N61°18'23"W | 4.00 | | | |
| L284 | S38°49'31"E | 13.31 | | | |
| L285 | S51°10'29"W | 21.67 | | | |
| L286 | N06°56'19"E | 23.31 | | | |
| L287 | N06°01'39"E | 9.98 | | | |
| C180 | N03°56'09"E | 1.53 | 10.15 | 2°54'23" | 1.53 |
| C181 | S19°18'45"E | 3.64 | | | |
| C182 | S22°22'33"E | 3.54 | 8.69 | 23°20'32" | 3.51 |
| L288 | N51°10'29"E | 29.44 | | | |
| C183 | N51°10'29"E | 17.28 | 10.85 | 91°14'55" | 15.52 |
| L289 | S38°55'55"E | 22.85 | | | |
| C184 | N33°56'19"E | 8.31 | 10.28 | 15°03'48" | 8.06 |
| L290 | N06°56'19"E | 25.47 | | | |
| L291 | S83°03'41"E | 24.67 | | | |
| L292 | S06°56'19"W | 23.31 | | | |
| C185 | S51°10'29"W | 17.95 | 11.45 | 89°49'32" | 15.89 |
| L293 | N38°49'31"W | 2.38 | | | |
| L294 | N06°56'19"E | 7.72 | | | |
| L295 | N38°49'31"W | 8.55 | | | |
| C186 | N51°10'29"E | 17.81 | 10.28 | 99°15'23" | 15.76 |
| L296 | S38°55'55"E | 25.73 | | | |
| C187 | S22°22'33"E | 3.20 | 8.73 | 21°53'59" | 3.18 |
| L297 | N51°10'29"E | 2.17 | | | |
| L298 | S38°49'31"E | 8.37 | | | |
| L299 | S51°10'29"W | 2.17 | | | |
| C188 | N51°10'29"E | 19.74 | 11.37 | 99°31'58" | 17.45 |
| L300 | N38°49'31"W | 8.00 | | | |
| L301 | S51°10'29"W | 19.74 | | | |
| C189 | N33°05'03"E | 3.69 | | | |
| C190 | N33°05'03"E | 3.69 | | | |
| L302 | N51°10'29"E | 2.00 | | | |
| C191 | S61°18'23"E | 7.76 | 11.37 | 39°08'37" | 7.61 |
| C192 | S19°18'45"E | 7.39 | 14.50 | 29°11'23" | 7.31 |
| L303 | S51°10'29"W | 4.06 | | | |
| L304 | S38°49'31"E | 4.00 | | | |
| C193 | S22°22'33"E | 3.19 | 8.73 | 21°53'59" | 3.17 |
| L305 | N61°18'23"W | 4.00 | | | |
|

City of Santa Fe
NEWS RELEASE

# Second Public Meeting on Short-Term Rentals

*Opportunity To Provide Input On City Approach To Booming Rental Market*

January 20, 2015

**For Immediate Release**

Contact: John Feins, TOURISM Santa Fe; jgfeins@santafenm.gov, (505) 955-6221

**Santa Fe, NM** – After a successful and well-attended public meeting on January 7th, the City of Santa Fe is holding a second meeting to give folks who could not make it the first time an opportunity to comment on the City's approach to the short term rental market.

A recent staff report to the Santa Fe City Council determined that in spite of a 350 permit limitation on short term rentals in the existing Short Term Rental Ordinance, there appear to be more than 1,000 in operation with 439 being offered through AirBnB alone.

Interested parties have the opportunity to provide feedback on the report, short term rentals in general, and the remedial solutions under consideration at an informal meeting on **Thursday, January 28 at 5:00pm** in the Peralta Room at The Santa Fe Community Convention Center.

This is the second in the series of public meetings, intended to give those who could not attend the first a chance to voice their concerns. Input received at the first meeting will be combined with input received at this one and reported to the City Council on February 10th.

###

SFC CLERK RECORDED 01/25/2016

# Exhibit B - Rent Schedule - December 1, 2015

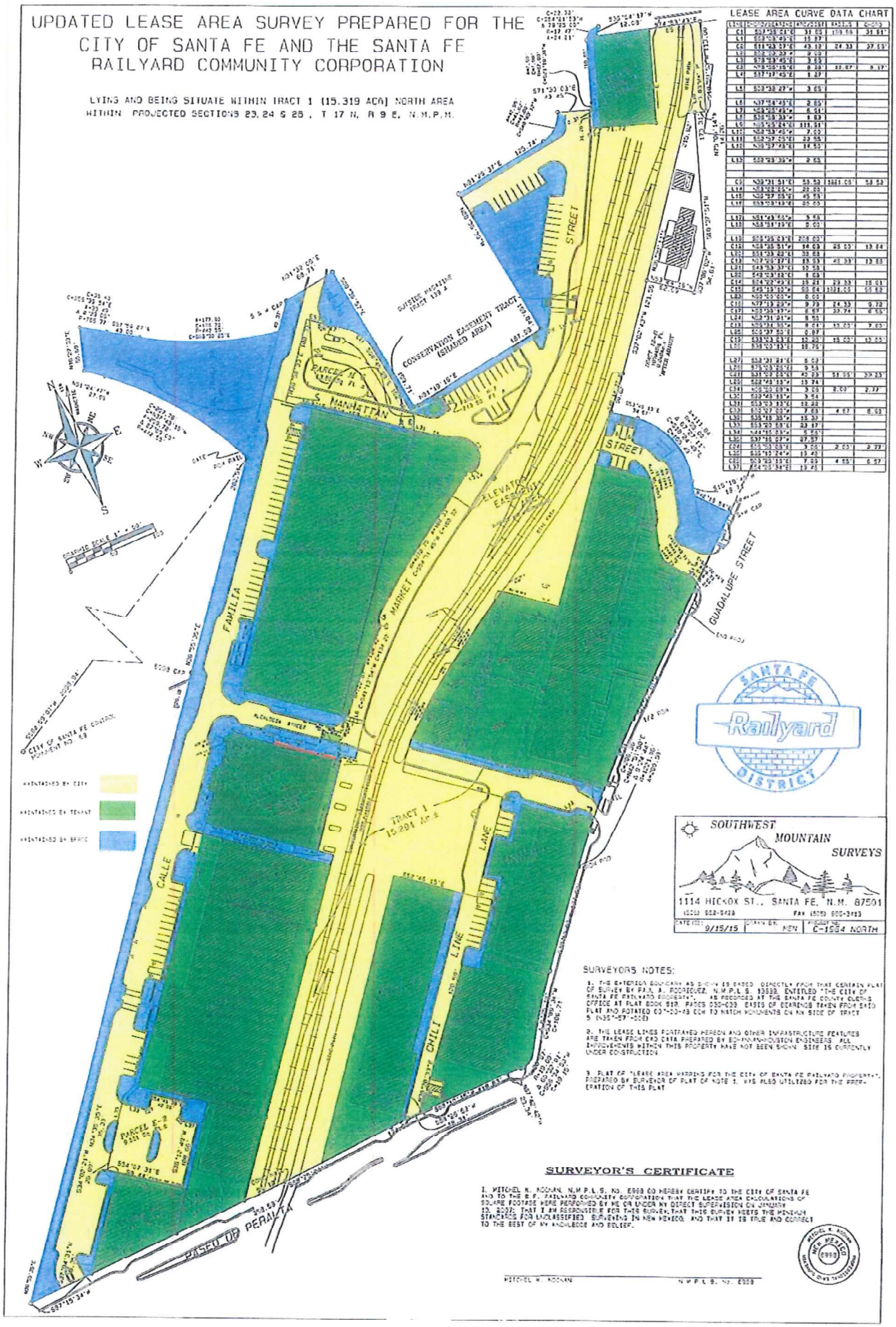
11/10/2015
5:21:05 PM

| | ACTUALS | | | | | | | | | | | PROJECTED | | | | | | | | | | | | | GRAND TOTALS |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | FY2002-05 | FY2005-06 | FY2006/07 | FY2007/08 | FY2008/09 | FY2009/10 | FY2010/11 | FY2011/12 | FY2012/13 | FY2013/14 | FY2014/15 | FY2015/16 | FY2016/17 | FY2017/18 | FY2018/19 | FY2019/20 | FY2020/21 | FY2021/22 | FY2022/23 | FY2023/24 | FY2024/25 | FY2025/26 | FY2026/27 | FY2027/28 | FY2028/29 | |
| DEBT SERVICE | | | | | | | | | | | | | | | | | | | | | | | | | |
| City of Santa Fe Land Debt for acquisition costs - see below for City sanctioned debt relief credits applied | (1,183,724) | (452,547) | (453,221) | (453,579) | (452,582) | (454,430) | | | | | | | | | | | | | | | | | | | (3,450,083) |
| NMFA Loan - Infrastr Phase I (B) ($579,025) per City of SF Sch Interest only until 2010-2011 | 0 | 0 | 0 | (222,527) | (219,337) | (212,544) | (142,250) | (53,098) | (53,115) | (52,817) | (52,821) | (52,825) | (52,828) | (52,833) | (52,838) | (52,843) | (52,849) | (52,855) | (52,860) | (52,867) | 0 | 0 | 0 | 0 | 0 | (1,484,107) |
| NMFA Loan - Infrastr Phase II (15B) $892,227 *term ends May 2026 and concurs with City SF Schedule* | 0 | 0 | 0 | 0 | 0 | 0 | (239,827) | (85,150) | (85,155) | (85,161) | (85,166) | (85,172) | (85,179) | (85,185) | (85,193) | (85,201) | (85,209) | (85,218) | (85,228) | (85,239) | (85,250) | (85,261) | 0 | 0 | 0 | (1,517,792) |
| Refinance (2010B) $10,490,000 term ends May 2026 and concurs with City of SF Schedule | 0 | 0 | 0 | 0 | 0 | 0 | (463,688) | (705,000) | (705,400) | (1,071,000) | (1,070,500) | (1,069,900) | (1,071,650) | (1,066,650) | (1,070,150) | (1,071,650) | (1,071,150) | (1,068,650) | (1,069,150) | (1,067,400) | (638,200) | (639,600) | 0 | 0 | 0 | (14,919,738) |
| SUB-TOTAL | (1,183,724) | (452,547) | (453,221) | (676,106) | (671,919) | (666,974) | (845,765) | (843,248) | (843,670) | (1,208,977) | (1,208,486) | (1,207,897) | (1,209,657) | (1,204,668) | (1,208,181) | (1,209,694) | (1,209,208) | (1,206,723) | (1,207,238) | (1,205,505) | (723,450) | (724,861) | 0 | 0 | 0 | (21,371,720) |
| Negotiated option Contingency Relief Funds credit - Land and NMFA, per L&M Amendment #3 thru 2009-10 - $769,175 | 30,000 | 276,000 | 180,000 | 60,175 | 121,000 | 102,000 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 769,175 |
| Re-Payment of L&M Amendment #3 Debt Deferral of $769,175 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | (469,175) | (300,000) | 0 | 0 | 0 | (769,175) |
| Debt Deferral and repayment per L&M renewal of 2011and L&M Amendment 2 - $3,483,441 | 0 | 0 | 0 | 0 | 0 | 0 | 133,441 | 300,000 | 300,000 | 650,000 | 650,000 | 400,000 | 600,000 | 350,000 | 200,000 | 200,000 | 100,000 | 100,000 | 100,000 | 0 | 0 | 0 | 0 | 0 | 0 | 4,083,441 |
| Repayment of 2010-2023 Debt Deferral - $3,483,441 | 0 | 0 | 0 | 0 | 0 | 0 | | | | | | | | | | | | | | | (200,000) | (500,000) | (950,000) | (1,300,000) | (1,133,441) | (4,083,441) |
| TOTAL RENT PAYMENTS | (1,153,724) | (176,547) | (273,221) | (615,931) | (550,919) | (564,974) | (712,324) | (543,248) | (543,670) | (558,977) | (558,486) | (807,897) | (609,657) | (854,668) | (1,008,181) | (1,009,694) | (1,109,208) | (1,106,723) | (1,107,238) | (1,205,505) | (1,392,625) | (1,524,861) | (950,000) | (1,300,000) | (1,133,441) | (21,371,720) |

NOTES

1. In addition to the deferrals specified above, the following credits are applied to the Rent payable by the Non-profit to the City:
   A. Ground rent and CAM rent for City's portion of the condominium interest in the Market Station building and the development parcels per Amendment 1 to the Agreement dated May 18, 2012.
   B. Ground rent and CAM rent for the lease of Parcel O, including the Santa Fe Depot building, per Amendment 4 dated June 1, 2013.
   C. Payment of $243,478 made in FY2002-03, $486,424 in FY2003-04 and $453,833 made in FY2004-05. $30,000 deferral for FY2004-05.

SFC CLERK RECORDED 01/25/2016

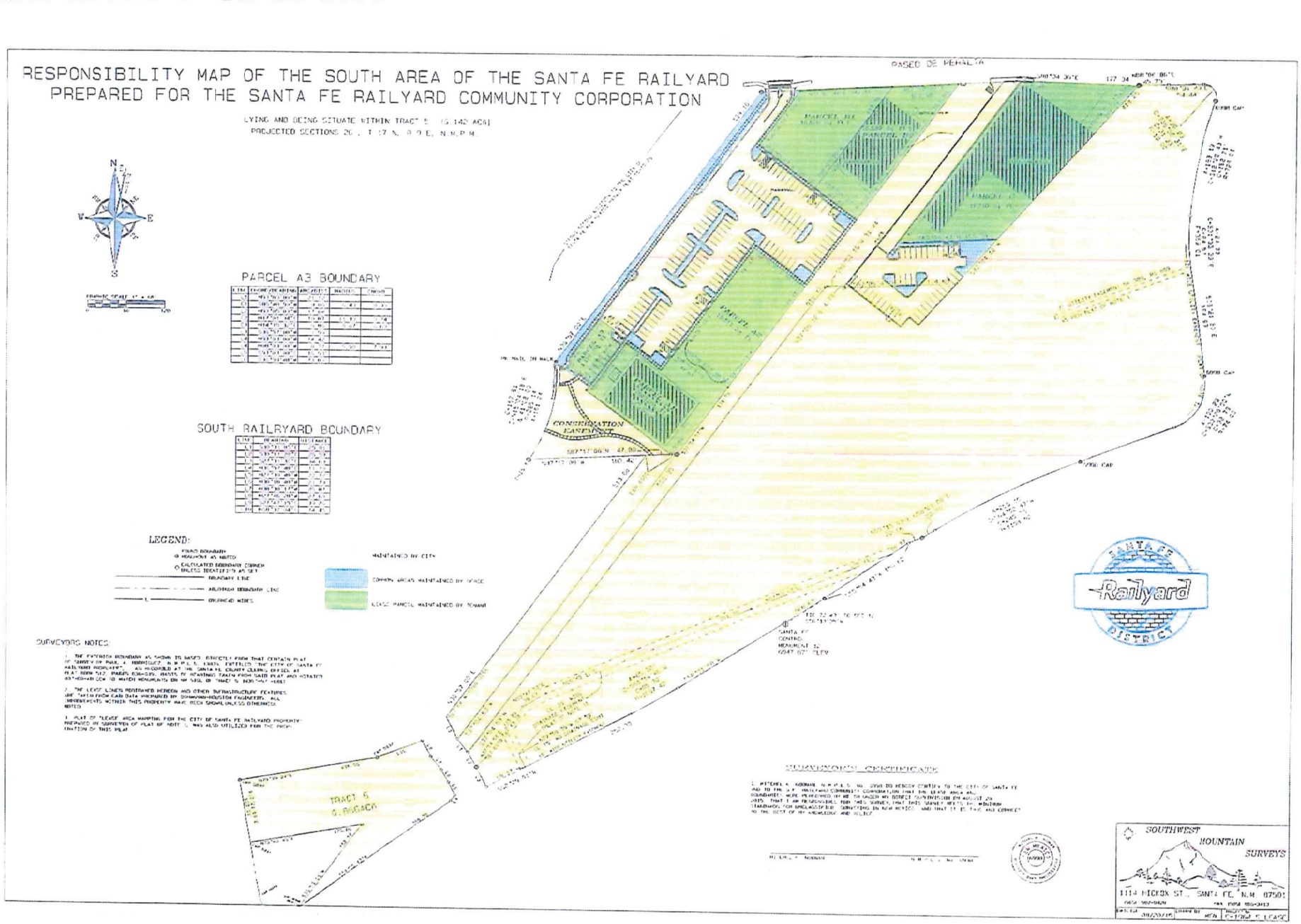


SFC CLERK RECORDED 01/25/2016

Exhibit C (December 1, 2015)
Page 2 of 3

# RESPONSIBILITY MAP OF THE SOUTH AREA OF THE SANTA FE RAILYARD
## PREPARED FOR THE SANTA FE RAILYARD COMMUNITY CORPORATION

LYING AND BEING SITUATE WITHIN TRACT 5 (5.142 ACA)
PROJECTED SECTIONS 20, T 17 N., R 9 E., N.M.P.M.



SFC CLERK RECORDED 01/25/2016

# RESPONSIBILITY MAP OF THE BACA PORTION SANTA FE RAILYARD AND LEASE AREAS PLAT, PREPARED FOR THE SANTA FE RAILYARD COMMUNITY CORPORATION

LYING AND BEING SITUATE WITHIN TRACT 7A, (12.518 AC±) PROJECTED SECTIONS 26 , T 17 N, R 9 E, N.M.P.M.
CONTAINING 12.499 AC ±

SANTA FE RAILYARD COMMUNITY CORPORATION

SANTA FE RAILYARD COMMUNITY CORPORATION
RICHARD A. CZOSKY, EXECUTIVE DIRECTOR DATE

SURVEYORS NOTES:

1. [illegible]

2. THE LEASE LINES SHOWN HEREON ARE BASED ON THE SURVEY ENTITLED "LEASE AREAS PLAT OF THE SANTA FE RAILYARD COMMUNITY CORPORATION" UNDER CONSTRUCTION.

3. [illegible]

4. IMPROVEMENTS AND OTHER CONSTRUCTED FEATURES ARE NOT SHOWN. REFER TO AS-BUILT SURVEY FOR CURRENT POSITIONS OF IMPROVEMENTS AND OTHER CONSTRUCTED FEATURES. AND REFER TO UTILITY EASEMENT PLAT OF THIS DATA AREA FOR CONSTRUCTED FEATURES. SURVEY SHOWING ALL EASEMENTS, LEASE LINES AND PHYSICAL FEATURES. BOTH REFERENCED SURVEYS WERE PREPARED BY THIS SURVEYOR

5. BASIS OF BEARINGS FOR THIS PLAT IS GRID NORTH AS DERIVED FROM GPS OBSERVATIONS AND REFERENCED TO NAD 83 (2007) DATUM, NEW MEXICO STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, AS PUBLISHED BY NGS DATASHEET PID DM5837.

SHOOFLY ST

CERRILLOS ROAD

BACA STREET

FLAGMAN WAY

COUNTY OF SANTA FE )
STATE OF NEW MEXICO ) SS
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD ON THE ____ DAY OF _____ A.D. 20____ AT _____ O'CLOCK _____ M AND WAS DULY RECORDED IN PLAT BOOK _____ PAGE _____ OF THE RECORDS OF SANTA FE COUNTY.

WITNESS MY HAND AND SEAL OF OFFICE
GERALDINE SALAZAR
COUNTY CLERK, SANTA FE COUNTY, N.M.

_____ DEPUTY

LEASE AREA DATA CHART

| LEGEND | | | | | | |
|---|---|---|---|---|---|---|
| | | | | | | |
| | | | | | | |
| | | | | | | |

ITEM # 16-0265

**CITY OF SANTA FE**
**AMENDMENT # 7 TO**
**AMENDED AND RESTATED RAILYARD LEASE AND MANAGEMENT AGREEMENT**

This Amendment No. 7 (the "Amendment") to the City of Santa Fe Amended and Restated Railyard Lease and Management Agreement dated April 30, 2011, as amended by Amendment #1 dated May 18, 2012, Amendment #2 dated April 30, 2013, and Amendment #3 dated May 31, 2013 Amendment #4 dated June 1, 2013, Amendment #5 dated September 1, 2015 and Amendment #6 dated December 1, 2015 (the "Agreement") between the CITY OF SANTA FE, New Mexico ("City") and SANTA FE RAILYARD COMMUNITY CORPORATION, a New Mexico non-profit corporation ("Non-profit") shall be effective on March 31, 2016.

RECITALS:

A. The City and the Non-profit are parties to the Amended and Restated Railyard Lease and Management Agreement, as amended above, (the "Amended and Restated Lease and Management Agreement") dated April 30, 2011, under which the Non-profit undertakes management of the "Leasehold Premises" within the "Santa Fe Railyard," as defined in the Amended and Restated Lease and Management Agreement.

B. The City wishes to amend Exhibit C of the Agreement to correct a clerical error on Page 1 of 3 of that exhibit.

C. The parties wish to revise the definition of Leasehold Premises to include approximately 2,000 square feet of area on the north side of Lease Parcel A-2.

Pursuant to Article 8.01 of the Agreement, and for the good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Non-profit agree that the Agreement is amended as follows:

1. Delete in its entirety Section 2.01 of the Agreement and replace with the following:

"**2.01 Grant of Lease Premises** The City hereby enters into this Agreement with the Nonprofit for the Leasehold Premises. The Leasehold Premises shall consist of the Railyard exclusive of the following areas: the connector between the Baca and North Railyard; approximately ten (10) contiguous acres developed as a public park and Parcel W comprised of 14,129 square feet located at 705 Alarid Street, both covered by the Deed of Conservation Easement between the City and the Trust for Public Land which was assigned to the Santa Fe Conservation Trust; the Rail Line Corridor as such term is defined in the aforementioned Conservation Easement; the area south of the Alarid Street railroad crossing; the area occupied by the underground parking garage and facilities for ingress to and egress from the garage; all public streets, alleys, and public surface parking areas within the Railyard whether existing or subsequently created; a portion of Parcel Q totaling 482 square feet; and a portion of Parcel SS in the Baca Street portion of the Railyard totaling 6,066 square feet. The

Leasehold Premises shall include the following areas: a.) approximately 82 square feet adjacent to Lease Parcel E that was previously a portion of the Conservation Easement, and b.) the land in the Baca Street portion of the Railyard that was exchanged with the Santa Fe Lodge No.2, Independent Order of Oddfellows, Inc. and Parcel A-3 comprised of 4,191 square feet. Parcel A-4 comprised of up to sixty-five (65) parking spaces located in the existing parking area adjacent to Parcel A-2 and an area of approximately 2,000 square feet on the north side of Lease Parcel A-2 shall be added to the Leased Premises effective on the commencement date of a sublease between the Non-profit and a sublease tenant for the development of a multifamily residential building. The area described above in the aggregate is depicted in Exhibit A hereto, dated March 1, 2016, and shall be hereinafter referred to as the "Leasehold Premises". Exhibit A is included for graphical information only. If any conflicts appear between Exhibit A and the text in this Agreement, the text shall prevail. Nothing herein shall be deemed to limit the addition of property owned by the City to the area covered as Leasehold Premises should such properties be added to the Railyard through the planning process or by way of acquisition by the City and so long as the Non-profit gives its written consent to the addition of the property to the Leasehold Premises and conveys fair value for any additional property."

2. Delete in its entirety Page 1 of 3 of Exhibit C entitled "Maintenance Responsibilities" dated December 1, 2015 and replace with the attached Exhibit C entitled "Maintenance Responsibilities" dated March 1, 2016.

3. Add a new paragraph at the end of Section 5.06, "Implementation" as follows:

"In order to achieve the objectives of the Railyard Master Plan, in accordance with 14-8.14(D)(5) SFCC 1987, the City shall pay the impact fees associated with any residential development constructed on Lease Parcel A-2 provided that at least fifteen percent (15%) of the construction work required to construct the residential development (measured as a percentage of construction hard costs) is awarded to local businesses that qualify for "Local Preference" which, for the purposes of this Agreement, is defined below:

1) The principal place of business of the enterprise must be physically located within the Santa Fe County Geographic Boundaries;

2) The business location must be a physical location, street address or such. A Santa Fe post office box or other non-physical postal address alone is not acceptable; and

3) The principal place of business must have been established no less than six months preceding the award of the contract, subcontract or purchase order.

As used herein, the term, "construction work" includes all design- and construction-related labor and materials directly associated with the residential development."

4. Delete in its entirety section 5.13 and replace with the following;

**"5.13 Special Entertainment** The Non-profit shall promote, permit, and program special events and special entertainment in the public space on the Conservation Easement, except the Rail Line Corridor and the portion of the Conservation Easement south of the Alarid Street railroad crossing ("Event/Vendor Space"). Notwithstanding the foregoing, the Event/Vendor Space shall include the pocket park located on the northern portion of the Rail Line Corridor adjacent to Montezuma Street. The Non-profit shall manage public and private events on the Event/Vendor Space pursuant to all the applicable terms and conditions of this Agreement, Conservation Easement, and Santa Fe Railyard Park, Plaza and Alameda Public Policies and Procedures approved by the City of Santa Fe City Council on May 13, 2009, all as amended from time to time. Whenever the Non-profit believes it is in the best interests of the City to negotiate amendments to the Deed of Conservation Easement, the Non-profit may attempt to negotiate such amendments with the grantee of the Deed of Conservation Easement and may propose such amendments as are acceptable to the grantee to the Governing Body of the City for approval. The Non-profit will also consult with the City Manager or his or her designee from time to time, as may be necessary or appropriate, with respect to the vending and public and private event management of the Event/Vendor Space. Such activities shall be performed in coordination with subtenants, outside vendors and the holder of the Railyard Conservation Easement. The Non-profit shall manage vending and public and private events on the Event/Vendor Space, including granting licenses for the potential users, in a manner that facilitates and encourages development of the Santa Fe Railyard in accordance with the Santa Fe Railyard Master Plan, as it may be amended from time to time.

The Non-profit or the City may terminate the Non-profit's responsibilities and obligations described in this Section 5.13 upon sixty (60) days written notice to the other party."

Except as specifically provided in this Amendment #7, the Agreement remains and shall remain in full force and effect, in accordance with its term.

IN WITNESS WHEREOF, the parties have executed this Amendment #7 as of the dates set out below,

Non-profit:

**SANTA FE RAILYARD COMMUNITY CORP.**

By _____

Printed Name STEVEN ROBINSON

Its President

CRS # 02-481098003
City of Santa Fe Business
License Registration # 0397164

City:

**CITY OF SANTA FE**

By _____
Javier M. Gonzales, Mayor

Attest:

Yolanda Vigil, City Clerk

Approved as to form:

Kelley A. Brennan, City Attorney

Approved as to form:

Oscar S. Rodriguez, Finance Director

ACKNOWLEDGEMENTS ON FOLLOWING PAGE

STATE OF NEW MEXICO

§:

COUNTY OF SANTA FE

The foregoing instrument was acknowledged before me on May 10, 2016, by Javier M. Gonzales, Mayor of City of Santa Fe, a New Mexico municipal corporation, on its behalf.

Melissa D. Byers
Notary Public

My commission expires: 4/23/18

OFFICIAL SEAL
MELISSA D. BYERS
Notary Public
State of New Mexico
My Comm. Expires 4-23-18

STATE OF NEW MEXICO

§:

COUNTY OF SANTA FE

The foregoing instrument was acknowledged before me on May 10, 2016, by Steven Robinson, the Board President of Santa Fe Railyard Community Corporation, a New Mexico non-profit corporation, on its behalf.

Melissa D. Byers
Notary Public

My commission expires: 4/23/18

OFFICIAL SEAL
MELISSA D. BYERS
Notary Public
State of New Mexico
My Comm. Expires 4-23-18

COUNTY CLERK
GERALDINE SALAZAR
SANTA FE COUNTY NEW MEXICO

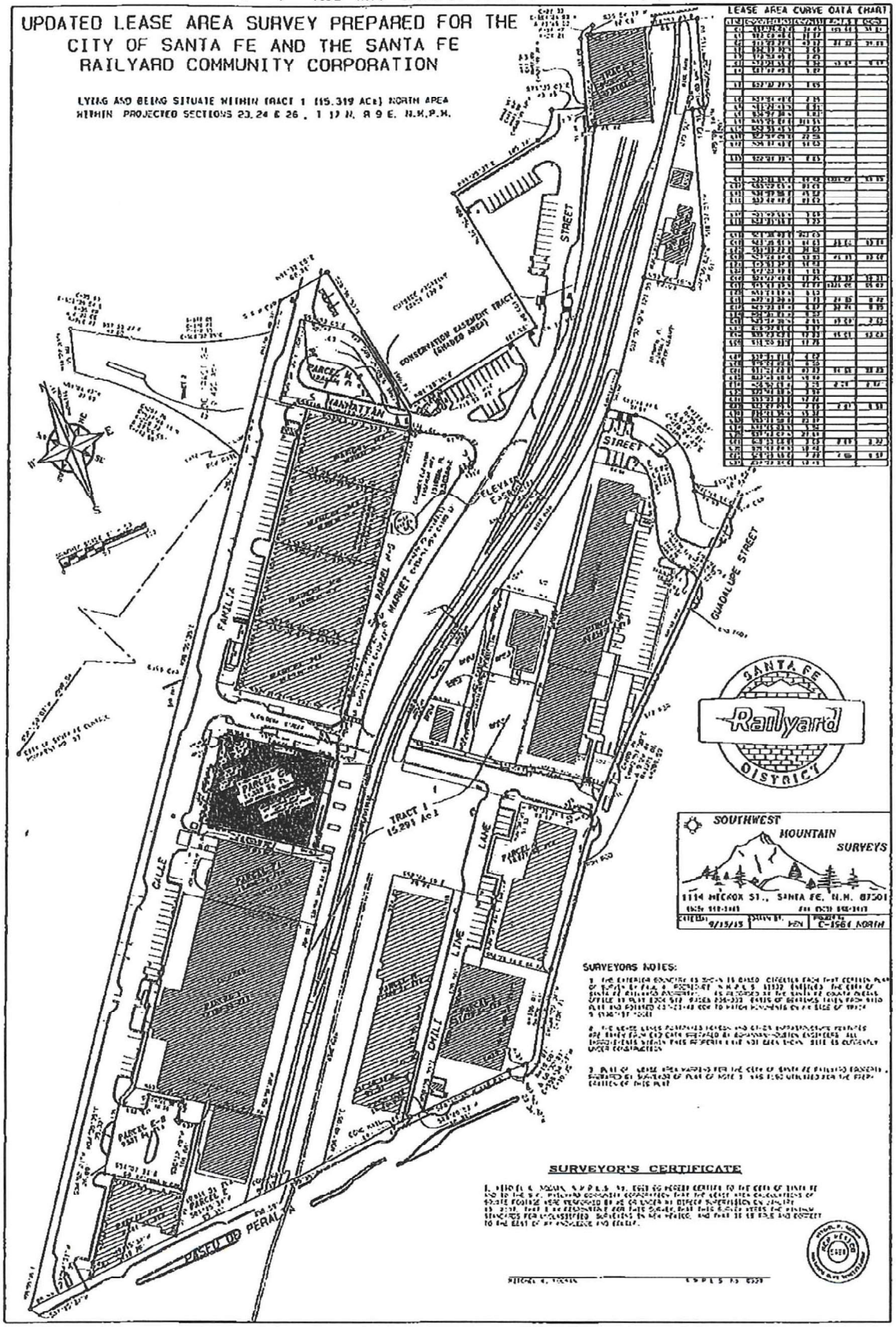
COUNTY OF SANTA FE )
STATE OF NEW MEXICO ) ss

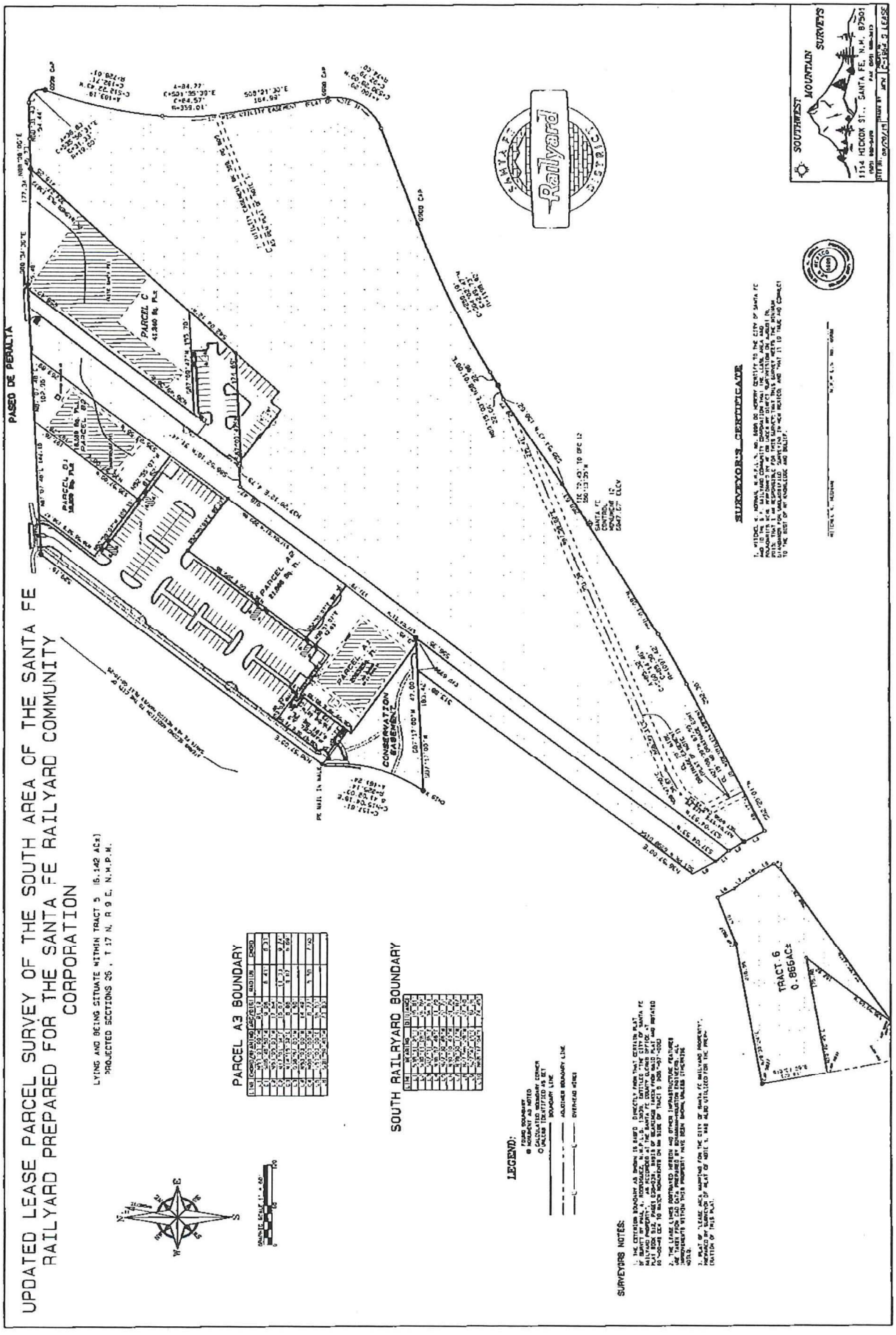
AMENDMENT
PAGES: 11

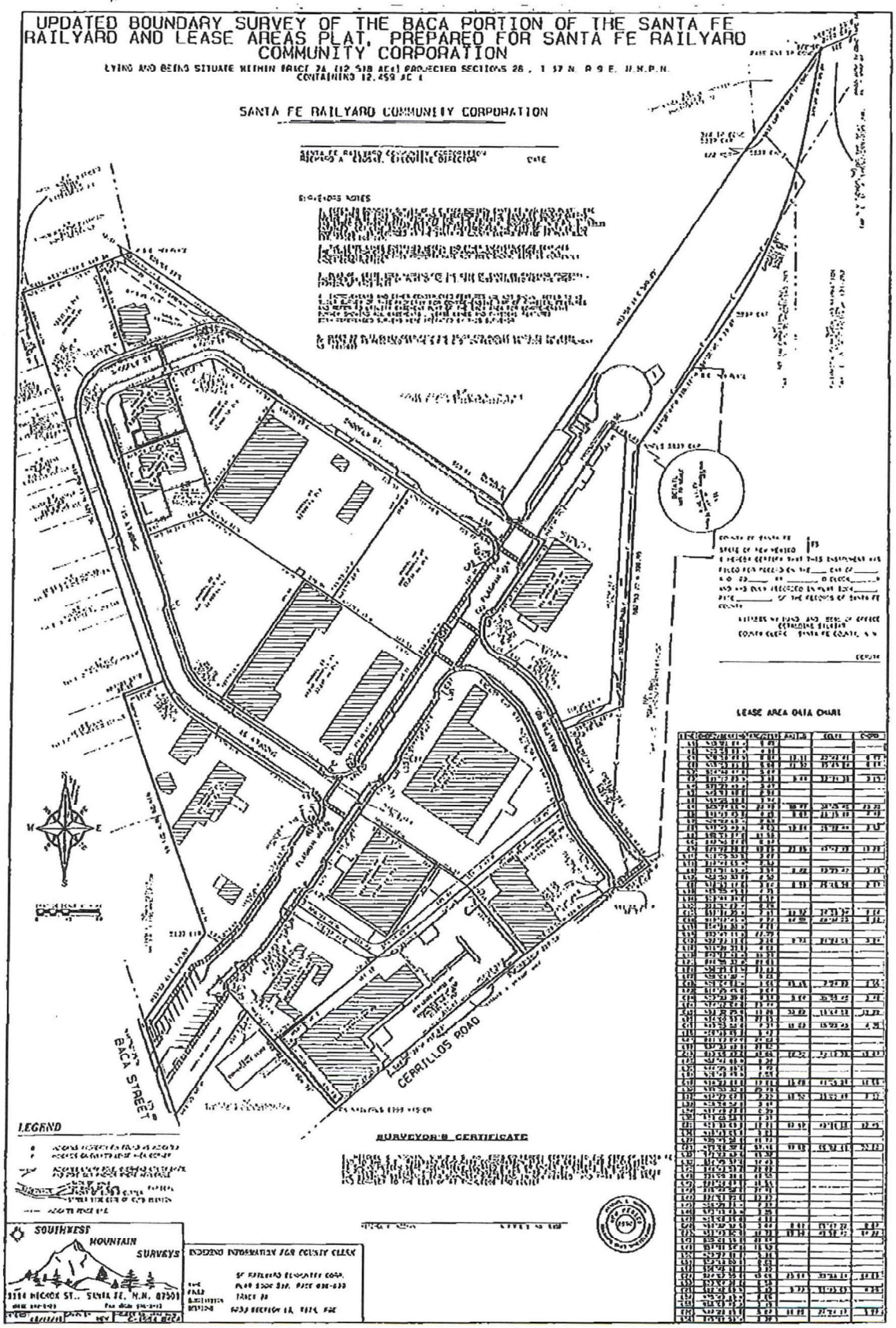
I Hereby Certify That This Instrument Was Filed for Record On The 13TH Day Of May, 2016 at 10:31:00 AM And Was Duly Recorded as Instrument # 1793453 Of The Records Of Santa Fe County

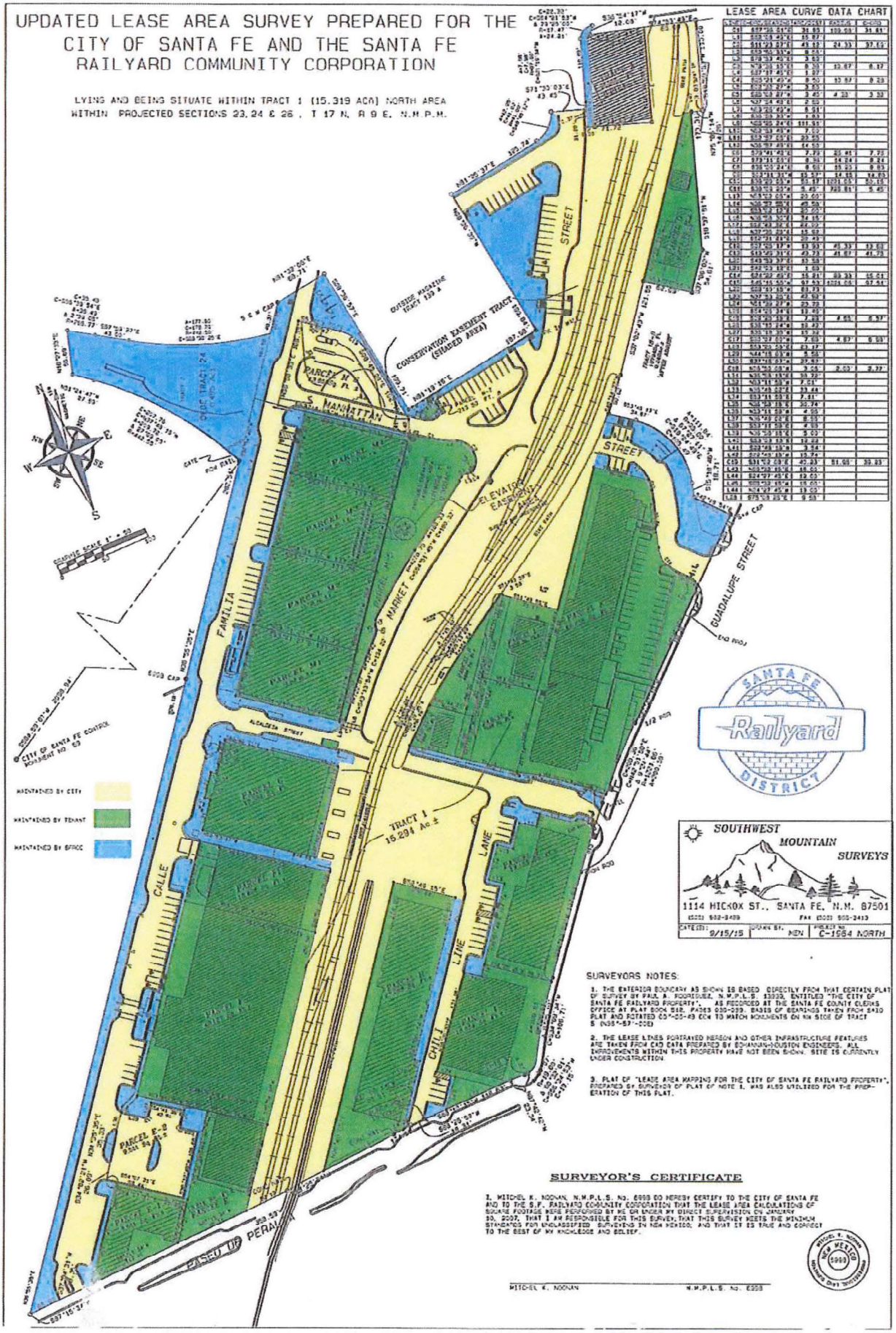
Witness My Hand And Seal Of Office
Geraldine Salazar

Deputy Estrella Martinez County Clerk, Santa Fe, NM

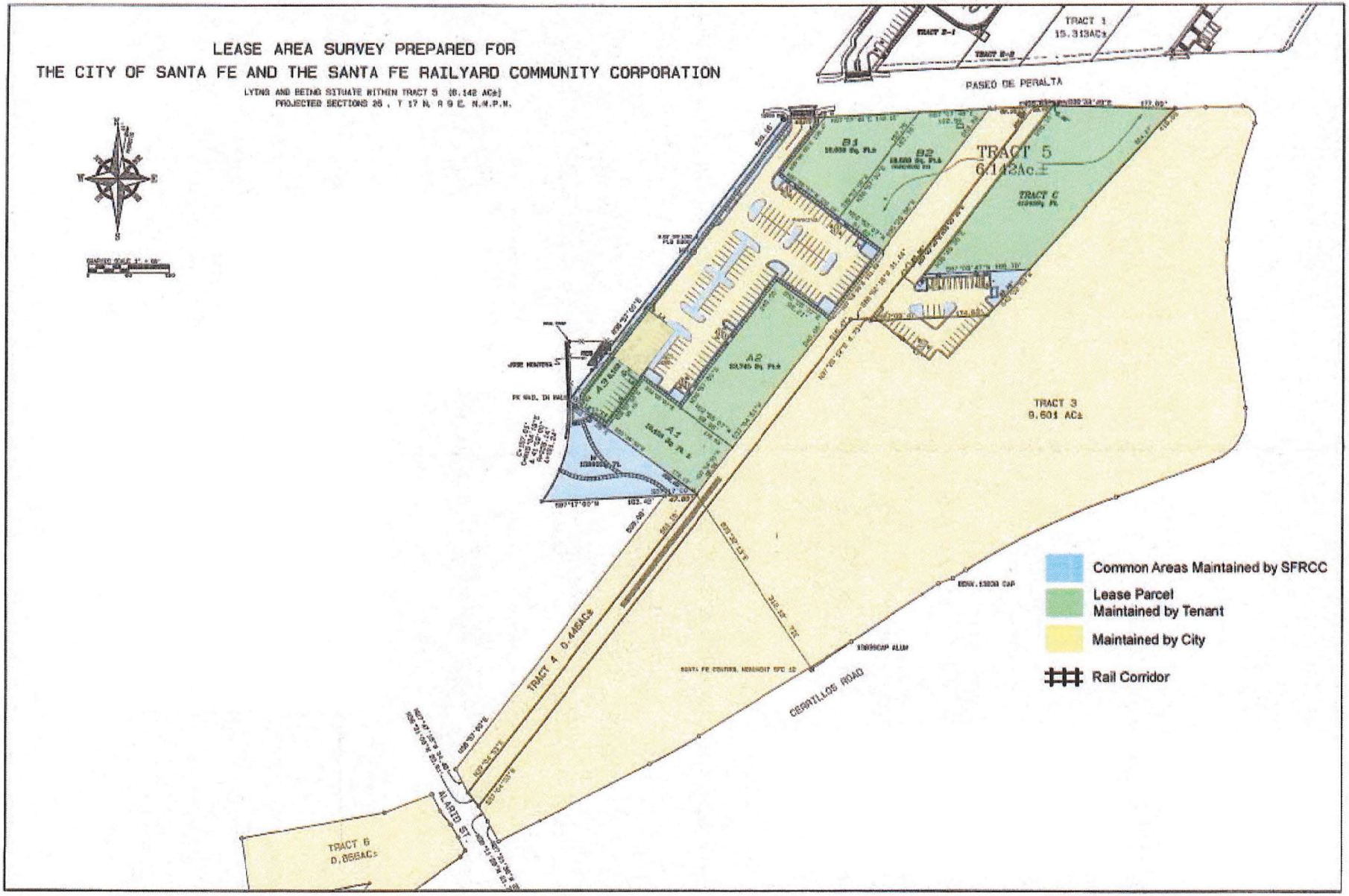

UPDATED LEASE AREA SURVEY PREPARED FOR THE CITY OF SANTA FE AND THE SANTA FE RAILYARD COMMUNITY CORPORATION
LYING AND BEING SITUATE WITHIN (TRACT 1 (15.319 AC±) NORTH AREA WITHIN PROJECTED SECTIONS 23, 24 & 26, T 17 N, R 9 E, N.M.P.M.
LEASE AREA CURVE DATA CHART
SANTA FE Railyard DISTRICT
SOUTHWEST MOUNTAIN SURVEYS
1114 HICKOX ST., SANTA FE, N.M. 87501
SURVEYORS NOTES:
SURVEYOR'S CERTIFICATE
CALLE
LANE
STREET
GUADALUPE STREET
PASEO DE PERALTA


UPDATED LEASE PARCEL SURVEY OF THE SOUTH AREA OF THE SANTA FE RAILYARD PREPARED FOR THE SANTA FE RAILYARD COMMUNITY CORPORATION
LYING AND BEING SITUATE WITHIN TRACT 5 (6.142 AC±) PROJECTED SECTIONS 25 , T 17 N, R 9 E, N.M.P.M.
PASEO DE PERALTA
PARCEL C 41,340 Sq. Ft.
PARCEL A1 11,588 Sq. Ft.
PARCEL A2 11,588 Sq. Ft.
PARCEL A3 11,588 Sq. Ft.
CONSERVATION EASEMENT
TRACT 6 0.866AC±
PARCEL A3 BOUNDARY
SOUTH RAILYARD BOUNDARY
LEGEND:
SURVEYORS NOTES:
SURVEYORS CERTIFICATE
SOUTHWEST MOUNTAIN SURVEYS
Railyard


UPDATED BOUNDARY SURVEY OF THE BACA PORTION OF THE SANTA FE RAILYARD AND LEASE AREAS PLAT, PREPARED FOR SANTA FE RAILYARD COMMUNITY CORPORATION
SANTA FE RAILYARD COMMUNITY CORPORATION
LEASE AREA DATA CHART
SURVEYOR'S CERTIFICATE
LEGEND
BACA STREET
CERRILLOS ROAD
SOUTHWEST MOUNTAIN SURVEYS


UPDATED LEASE AREA SURVEY PREPARED FOR THE CITY OF SANTA FE AND THE SANTA FE RAILYARD COMMUNITY CORPORATION
LYING AND BEING SITUATE WITHIN TRACT 1 (15.319 ACR) NORTH AREA WITHIN PROJECTED SECTIONS 23, 24 & 26, T 17 N, R 9 E, N.M.P.M.
LEASE AREA CURVE DATA CHART
S. MANHATTAN STREET
CONSERVATION EASEMENT TRACT (SHADED AREA)
ELEVATOR EASEMENT AREA
FAMILIA
MARKET
GUADALUPE STREET
CALLE
CHILI LANE
PASEO DE PERALTA
TRACT 1 15.294 Ac ±
MAINTAINED BY CITY
MAINTAINED BY TENANT
MAINTAINED BY SFRCC
SOUTHWEST MOUNTAIN SURVEYS
1114 HICKOX ST., SANTA FE, N.M. 87501
DATE(D): 9/15/15
DRAWN BY: MDN
PROJECT No: C-1564 NORTH
SURVEYORS NOTES:
1. THE EXTERIOR BOUNDARY AS SHOWN IS BASED DIRECTLY FROM THAT CERTAIN PLAT OF SURVEY BY PAUL A. ROUPEBUEZ, N.M.P.L.S. 13939, ENTITLED "THE CITY OF SANTA FE RAILYARD PROPERTY", AS RECORDED AT THE SANTA FE COUNTY CLERKS OFFICE AT PLAT BOOK 512, PAGES 030-039. BASIS OF BEARINGS TAKEN FROM SAID PLAT AND ROTATED 03°-00-49 CCW TO MATCH MONUMENTS ON NW SIDE OF TRACT S (N88°-57'-00E)
2. THE LEASE LINES PORTRAYED HEREON AND OTHER INFRASTRUCTURE FEATURES ARE TAKEN FROM CAD DATA PREPARED BY BOHANNAN-HOUSTON ENGINEERS. ALL IMPROVEMENTS WITHIN THIS PROPERTY HAVE NOT BEEN SHOWN. SITE IS CURRENTLY UNDER CONSTRUCTION.
3. PLAT OF "LEASE AREA MAPPING FOR THE CITY OF SANTA FE RAILYARD PROPERTY", PREPARED BY SURVEYOR OF PLAT OF NOTE 1, WAS ALSO UTILIZED FOR THE PREPERATION OF THIS PLAT.
SURVEYOR'S CERTIFICATE
I, MITCHEL K. NOONAN, N.M.P.L.S. NO. 6958 DO HEREBY CERTIFY TO THE CITY OF SANTA FE AND TO THE S.F. RAILYARD COMMUNITY CORPORATION THAT THE LEASE AREA CALCULATIONS OF SQUARE FOOTAGE WERE PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION ON JANUARY 30, 2007, THAT I AM RESPONSIBLE FOR THIS SURVEY, THAT THIS SURVEY MEETS THE MINIMUM STANDARDS FOR ENGLISH-SPEED SURVEYS IN NEW MEXICO, AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.
MITCHEL K. NOONAN
N.M.P.L.S. NO. 6958

SFC CLERK RECORDED 05/13/2015




Jurisdiction Areas South of P.D.P.

# RESPONSIBILITY MAP OF THE BACA PORTION SANTA FE RAILYARD AND LEASE AREAS PLAT, PREPARED FOR THE SANTA FE RAILYARD COMMINUTY CORPORATION

LYING AND BEING SITUATE WITHIN TRACT 7A (12.518 ACn)PROJECTED SECTIONS 26 , T 17 N, R 9 E, N.M.P.M.
CONTAINING 12.499 AC ±

## SANTA FE RAILYARD COMMUNITY CORPORATION

SANTA FE RAILYARD COMMUNITY CORPORATION
RICHARD A. CZOSKI, EXECUTIVE DIRECTOR DATE

SURVEYORS NOTES:

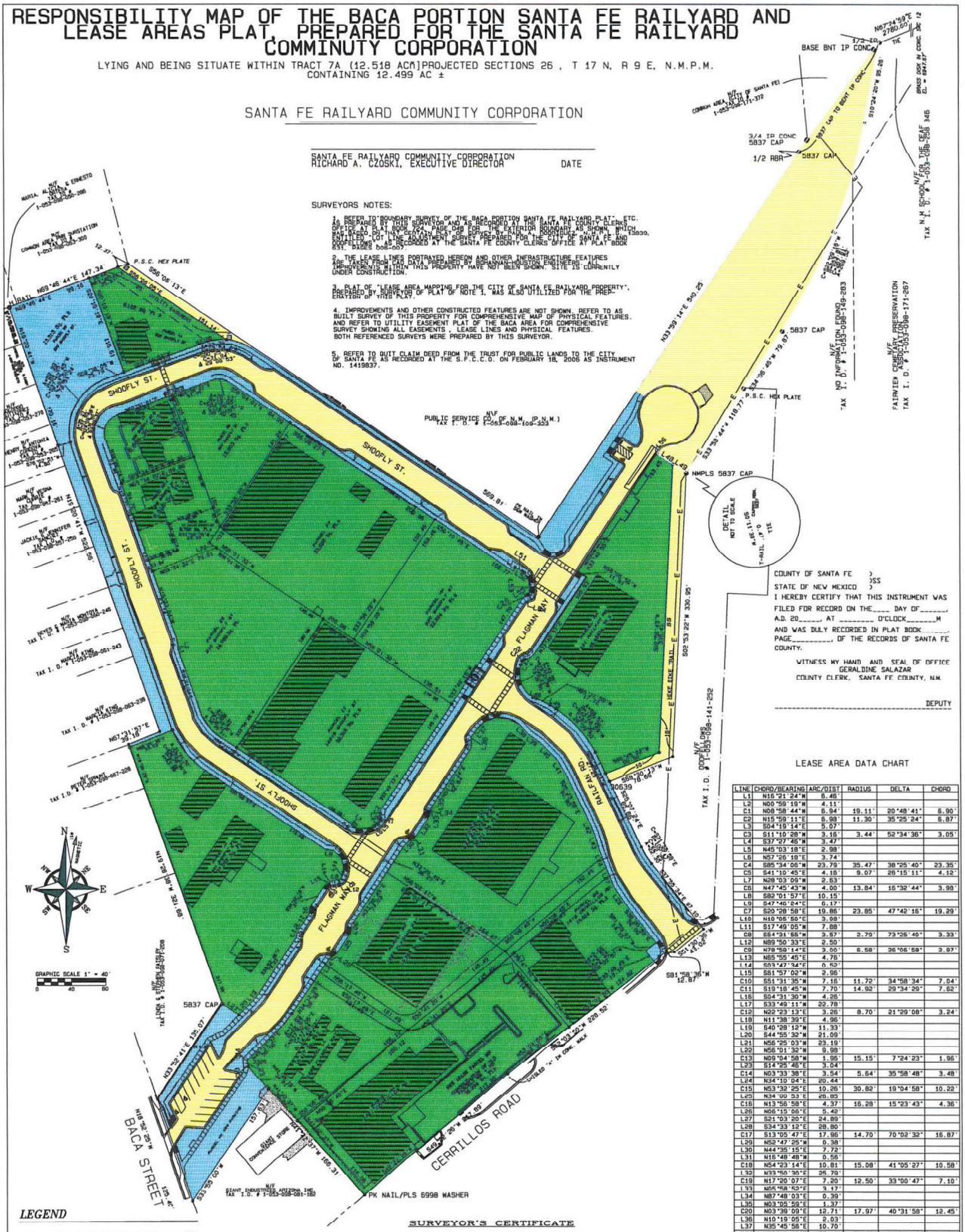
1. REFER TO "BOUNDARY SURVEY OF THE BACA PORTION SANTA FE RAILYARD PLAT", ETC. AS PREPARED BY THIS SURVEYOR AND AS RECORDED AT SANTA FE COUNTY CLERK'S OFFICE AT PLAT BOOK 762, PAGE 038 FOR THE EXTERIOR BOUNDARY AS SHOWN, WHICH REFERENCED THE CERTAIN "LOT LINE ADJUSTMENT SURVEY PLAT FOR THE CITY OF SANTA FE AND SANTA FE RAILYARD COMMUNITY CORPORATION" SURVEY PREPARED FOR THE CITY OF SANTA FE AND SANTA FE RAILYARD COMMUNITY CORPORATION AND RECORDED AT THE SANTA FE COUNTY CLERKS OFFICE AT PLAT BOOK 631, PAGES 008-009.

2. THE LEASE LINES PORTRAYED HEREON AND OTHER INFRASTRUCTURE FEATURES ARE TAKEN FROM CAD DATA PREPARED BY BOHANNAN-HUSTON ENGINEERS AND THEIR IMPROVEMENTS WITHIN THIS PROPERTY MAY NOT BEEN SHOWN. SITE IS CURRENTLY UNDER CONSTRUCTION.

3. PLAT OF "LEASE AREA MAPPING FOR THE CITY OF SANTA FE RAILYARD PROPERTY", PREPARED BY BOHANNAN-HUSTON INC. REVISION OF PLAT OF NOTE 1, WAS ALSO UTILIZED FOR THE PREPERATION OF THIS PLAT.

4. IMPROVEMENTS AND OTHER CONSTRUCTED FEATURES ARE NOT SHOWN. REFER TO AS BUILT SURVEY OF THIS PROPERTY FOR COMPREHENSIVE MAP OF PHYSICAL FEATURES. AND REFER TO UTILITY EASEMENT PLAT OF THE BACA AREA FOR COMPREHENSIVE SURVEY SHOWING ALL EASEMENTS , LEASE LINES AND PHYSICAL FEATURES. BOTH REFERENCED SURVEYS WERE PREPARED BY THIS SURVEYOR.

5. REFER TO QUIT CLAIM DEED FROM THE TRUST FOR PUBLIC LANDS TO THE CITY OF SANTA FE AS RECORDED AT THE S.F.C.C.O. ON FEBRUARY 18, 2008 AS INSTRUMENT NO. 1419837.




COUNTY OF SANTA FE )
STATE OF NEW MEXICO ) SS

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD ON THE____ DAY OF_____, A.D. 20_____ AT _____ O'CLOCK_____M AND WAS DULY RECORDED IN PLAT BOOK_____, PAGE_____, OF THE RECORDS OF SANTA FE COUNTY.

WITNESS MY HAND AND SEAL OF OFFICE
GERALDINE SALAZAR
COUNTY CLERK, SANTA FE COUNTY, N.M.

DEPUTY

### LEASE AREA DATA CHART

| LINE | CHORD/BEARING | ARC/DIST | RADIUS | DELTA | CHORD |
|---|---|---|---|---|---|
| L1 | N16°21'24"W | 6.46' | | | |
| L2 | N00°59'19"W | 4.11' | | | |
| C1 | N08°58'44"W | 6.94' | 19.11' | 20°48'41" | 6.90' |
| C2 | N15°59'11"E | 6.98' | 11.30' | 35°25'24" | 6.87' |
| L3 | S04°19'14"E | 5.07' | | | |
| C3 | S11°10'26"W | 3.16' | 3.44' | 52°34'36" | 3.05' |
| L4 | S37°27'45"W | 3.47' | | | |
| L5 | N45°03'18"E | 2.98' | | | |
| L6 | N57°26'18"E | 3.74' | | | |
| C4 | S85°34'05"W | 23.79' | 35.47' | 38°25'40" | 23.35' |
| C5 | S41°10'45"E | 4.16' | 9.07' | 26°15'11" | 4.12' |
| L7 | N28°03'09"W | 2.63' | | | |
| C6 | N47°45'43"W | 4.00' | 13.84' | 16°32'44" | 3.98' |
| L8 | S82°01'57"E | 10.15' | | | |
| L9 | S47°46'24"E | 6.17' | | | |
| C7 | S20°28'58"E | 19.86' | 23.85' | 47°42'16" | 19.29' |
| L10 | N10°05'50"E | 3.08' | | | |
| L11 | S17°49'05"W | 7.88' | | | |
| C8 | S64°31'58"W | 3.87' | 2.79' | 79°26'40" | 3.33' |
| L12 | N89°50'33"E | 2.50' | | | |
| C9 | N78°59'14"E | 3.00' | 6.58' | 26°06'59" | 2.97' |
| L13 | N65°55'45"E | 4.76' | | | |
| L14 | S03°47'34"E | 0.62' | | | |
| L15 | S81°57'02"W | 2.96' | | | |
| C10 | S51°31'35"W | 7.16' | 11.72' | 34°58'34" | 7.04' |
| C11 | S19°18'45"W | 7.70' | 14.92' | 29°34'29" | 7.62' |
| L16 | S04°31'30"W | 4.26' | | | |
| L17 | S33°49'11"W | 20.78' | | | |
| C12 | N22°23'13"E | 3.66' | 8.70' | 21°29'08" | 3.24' |
| L18 | N11°38'39"E | 4.96' | | | |
| L19 | S40°28'12"W | 11.33' | | | |
| L20 | S44°55'32"W | 21.09' | | | |
| L21 | N58°25'03"W | 23.19' | | | |
| L22 | N56°01'32"W | 9.98' | | | |
| C13 | N09°04'58"W | 1.95' | 15.15' | 7°24'23" | 1.96' |
| L23 | S14°25'48"E | 3.04' | | | |
| C14 | N03°33'38"E | 3.54' | 5.64' | 35°58'48" | 3.48' |
| L24 | N34°10'04"E | 20.44' | | | |
| C15 | N53°32'25"E | 10.26' | 30.82' | 19°04'58" | 10.22' |
| L25 | N34°09'53"E | 26.85' | | | |
| C16 | N13°56'58"E | 4.37' | 16.28' | 15°23'43" | 4.36' |
| L26 | N06°15'06"E | 5.42' | | | |
| L27 | S21°03'20"E | 24.89' | | | |
| L28 | S34°33'12"E | 28.80' | | | |
| C17 | S13°05'47"E | 17.96' | 14.70' | 70°02'32" | 16.87' |
| L29 | N52°47'25"W | 0.38' | | | |
| L30 | N44°35'15"E | 7.72' | | | |
| L31 | N16°48'48"W | 0.56' | | | |
| C18 | N54°23'14"E | 10.81' | 15.08' | 41°05'27" | 10.58' |
| L32 | N33°50'30"E | 25.70' | | | |
| C19 | N17°20'07"E | 7.20' | 12.50' | 33°00'47" | 7.10' |
| L33 | N05°58'52"E | 3.47' | | | |
| L34 | N87°48'03"E | 0.39' | | | |
| L35 | N03°05'59"E | 1.37' | | | |
| C20 | N03°39'09"E | 12.71' | 17.97' | 40°31'58" | 12.45' |
| L36 | N10°19'05"E | 2.03' | | | |
| L37 | N35°45'58"E | 10.70' | | | |
| C21 | N83°28'32"E | 57.18' | 33.82' | 96°52'13" | 50.60' |
| L38 | S42°09'13"E | 15.32' | | | |
| L39 | S54°46'57"E | 14.49' | | | |
| L40 | S44°49'59"E | 28.82' | | | |
| L41 | S31°00'31"E | 18.56' | | | |
| L42 | S23°18'07"E | 18.51' | | | |
| L43 | S16°44'58"E | 20.76' | | | |
| L44 | S21°03'20"E | 20.40' | | | |
| L45 | N56°39'28"W | 7.77' | | | |
| L46 | N73°10'46"W | 3.88' | | | |
| L47 | N18°08'26"E | 4.89' | | | |
| L48 | N01°36'14"E | 3.04' | 2.83' | 68°47'32" | 2.87' |
| C23 | N59°43'50"E | 14.78' | 16.98' | 49°52'40" | 14.32' |
| L49 | S56°01'16"E | 61.84' | | | |
| L50 | S57°11'54"E | 18.53' | | | |
| L51 | N26°27'11"E | 5.11' | | | |
| L52 | S59°19'00"E | 9.65' | | | |
| L53 | S66°46'15"E | 3.10' | | | |
| C24 | S24°07'55"E | 15.06' | 25.64' | 33°39'34" | 14.85' |
| L53 | S03°04'36"E | 8.58' | | | |
| C25 | S22°42'59"W | 5.13' | 5.70' | 51°35'08" | 4.96' |
| L54 | N78°49'10"W | 0.65' | | | |
| L55 | S56°09'45"W | 3.19' | | | |
| C26 | N47°20'16"E | 5.67' | 11.86' | 27°24'17" | 5.62' |
| L56 | S45°11'51"W | 2.32' | | | |

### LEGEND

- INDICATES PROPERTY PIN FOUND AS INDICATED
- INDICATES CALCULATED LEASE AREA CORNER
- INDICATES UTILITY POLE, OVERHEAD UTILITY LINES, AND POLE GUY ANCHOR WHERE APPLICABLE.
- BACK OF WALK / TOP BACK OF CURB / FRONT OF CURB @ GUTTER / STREET SIDE EDGE OF CURB SECTION — TYPICAL
- INDICATES FENCE LINE.
- LEASE PARCEL MAINTAINED BY TENANT
- MAINTAINED BY CITY
- MAINTAINED BY SFRCC

### SURVEYOR'S CERTIFICATE

I, MITCHEL K. NOONAN, N.M.P.L.S. No. 6998 DO HEREBY CERTIFY TO THE CITY OF SANTA FE AND TO THE S.F. RAILYARD COMMUNITY CORPORATION THAT THE LEASE AREA CALCULATIONS AS SHOWN HEREON WERE ACCURATELY CALCULATED BY ME OR UNDER MY DIRECT SUPERVISION ON AUGUST 18, 2015; THAT I AM RESPONSIBLE FOR THIS SURVEY; THAT THIS SURVEY MEETS THE MINIMUM STANDARDS FOR BOUNDARY SURVEYING IN NEW MEXICO; AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

MITCHEL K. NOONAN N.M.P.L.S. No. 6998

NEW MEXICO 6998 REGISTERED PROFESSIONAL LAND SURVEYOR MITCHEL K. NOONAN


SOUTHWEST MOUNTAIN SURVEYS
1114 HICKOX ST., SANTA FE, N.M. 87501
(505) 982-9429 FAX (505) 985-3413


DATE ISS: 08/18/15 | DRAWN BY: MEN | PROJECT NO, LEASE AREAS: C-1964 BACA

INDEXING INFORMATION FOR COUNTY CLERK

NAME: SF RAILYARD COMMUNITY CORP.
FILED: PLAT BOOK 512, PAGE 036-039
SUBDIVISION: TRACT 7A
SECTIONS: PROJ SECTION 26, T17N, R9E

ITEM # 20-0191

**CITY OF SANTA FE**
**AMENDMENT # 8 TO**
**AMENDED AND RESTATED RAILYARD LEASE AND MANAGEMENT AGREEMENT**

This Amendment No. 8 (the "Amendment") to the City of Santa Fe Amended and Restated Railyard Lease and Management Agreement dated April 30, 2011, as amended by Amendment #1 dated May 18, 2012, Amendment #2 dated April 30, 2013, and Amendment #3 dated May 31, 2013, Amendment #4 dated June 1, 2013, Amendment #5 dated September 1, 2015, Amendment #6 dated December 1, 2015, and Amendment #7 dated March 31, 2016, (the "Agreement") between the CITY OF SANTA FE, New Mexico ("City") and SANTA FE RAILYARD COMMUNITY CORPORATION, a New Mexico non-profit corporation ("Non-profit") shall be effective on April 1, 2020.

RECITALS:

A. The City and the Non-profit are parties to the Agreement under which the Non-profit undertakes management of the "Leasehold Premises" within the "Santa Fe Railyard," as defined in the Amended and Restated Lease and Management Agreement.

B. The parties wish to revise the definition of Leasehold Premises to delete the existing improvements comprised of a 10,242 SF building on Parcel F-1 located at 545 Camino de la Familia, so the City may sell the building. The land located on Parcel F-1 shall remain included in Leased Premises.

C. The parties wish to provide a one-time credit against the rent owed by the Non-profit to the City under the agreement which is equal to the amount of rent the Non-profit would collect if the Improvements remained in the definition of Leasehold Premises.

AMENDMENT:

Pursuant to Article 8.01 of the Agreement, and for the good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Non-profit agree that the Agreement is amended as follows:

1. Delete in its entirety Section 2.01 of the Agreement and replace with the following:

"**2.01 Grant of Lease Premises.** The City hereby enters into this Agreement with the Nonprofit for the Leasehold Premises. The Leasehold Premises shall consist of the Railyard exclusive of the following areas: the connector between the Baca and North Railyard; approximately ten (10) contiguous acres developed as a public park and Parcel W comprised of 14,129 square feet located at 705 Alarid Street, both covered by the Deed of Conservation Easement between the City and the Trust for Public Land which was assigned to the Santa Fe Conservation Trust; the Rail Line Corridor as such term is defined in the aforementioned Conservation Easement; the area south of the Alarid Street railroad crossing; the area occupied by the underground parking garage and facilities for ingress to and egress from the garage; all public streets, alleys, and public surface parking areas within the Railyard whether existing or subsequently created; a portion of Parcel Q totaling 482 square feet; and a portion of Parcel SS in the Baca Street portion of the Railyard totaling 6,066 square feet; the

improvements comprised of a 10,242 SF building on Parcel F-1 located at 545 Camino de la Familia ("SFC Improvements") shall be deleted from the definition of Leasehold Premises on the first calendar day following the sale by the City of the SFC Improvements to a third party. The Leasehold Premises shall also include the following areas: a) approximately 82 square feet adjacent to Lease Parcel E that was previously a portion of the Conservation Easement, and b) the land in the Baca Street portion of the Railyard that was exchanged with the Santa Fe Lodge No.2, Independent Order of Oddfellows, Inc. and Parcel A-3 comprised of 4,191 square feet. Parcel A-4 comprised of up to sixty-five (65) parking spaces located in the existing parking area adjacent to Parcel A-2 and an area of approximately 2,000 square feet on the north side of Lease Parcel A-2. The area described above in the aggregate is depicted in Exhibit A hereto, dated November 1, 2019, and shall be hereinafter referred to as the "Leasehold Premises". Exhibit A is included for graphical information only. If any conflicts appear between Exhibit A and the text in this Agreement, the text shall prevail. Nothing herein shall be deemed to limit the addition of property owned by the City to the area covered as Leasehold Premises should such properties be added to the Railyard through the planning process or by way of acquisition by the City and so long as the Non-profit gives its written consent to the addition of the property to the Leasehold Premises and conveys fair value for any additional property."

2. Add the following as Section 4.01.05 of the Agreement, in addition to the Rent Credits provided by Section 4.01.3 described in Amendment #1 and Section 4.01.4 described in Amendment #4 to the Agreement:

   "**4.01.05** The City shall provide a Rent Credit to the Non-profit which shall be applied to the Non-profit's total rental obligation to the City under the Agreement as amended, as follows:

   Commencing on the first calendar day after the sale by the City of the SFC Improvements to a third party, the City shall reduce the Fair Value Compensation owed by the Non-profit in the fiscal year 2019/20 by One Hundred Seventy-Five Thousand Dollars and No Cents ($175,000.00) as partial compensation for Base Rent the Non-profit would have received from the SFC Improvements had the City not sold the SFC Improvements to a third party.

3. Delete in its entirety Exhibit B entitled "Rent Schedule" dated December 1, 2015, and replace with the enclosed Exhibit B entitled "Amended Rent Schedule" dated April1, 2020.

Except as specifically provided in this Amendment #8, the Agreement remains and shall remain in full force and effect, in accordance with its term.

IN WITNESS WHEREOF, the parties have executed this Amendment #8 as of the dates set out below,

Non-profit:

**SANTA FE RAILYARD COMMUNITY CORP.**

By _____

Printed Name: Steven Robinson
Its: President

CRS # 02-481098003
City of Santa Fe Business
License Registration # 0397164

City:

**CITY OF SANTA FE**

By _____
Alan Webber, Mayor

Attest:

_____
Yolanda Vigil, City Clerk comfy 3/25/20

Approved as to form:

_____
Erin McSherry, City Attorney

Approved as to form:

_____ 3/27/20
Mary McCoy, Finance Director

ACKNOWLEDGEMENTS ON FOLLOWING PAGE

STATE OF NEW MEXICO

§:

COUNTY OF SANTA FE

The foregoing instrument was acknowledged before me on _____, by Alan Webber, Mayor of City of Santa Fe, a New Mexico municipal corporation, on its behalf.

_____

Notary Public

My commission expires:

STATE OF NEW MEXICO

§:

COUNTY OF SANTA FE

The foregoing instrument was acknowledged before me on March 30, 2020, by Steven Robinson, the Board President of Santa Fe Railyard Community Corporation, a New Mexico non-profit corporation, on its behalf.

Anita L. Martinez

Notary Public

My commission expires: 5.24.23

OFFICIAL SEAL
Anita L. Martinez
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 5-24-23

# Exhibit B - Rent Schedule - February 1, 2020

1/13/2020
4:47:37 PM

| | ACTUALS | | | | | | | | | | | PROJECTED | | | | | | | | | | | | | GRAND TOTALS |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | FY2002-05 | FY2005-06 | FY2006/07 | FY2007/08 | FY2008/09 | FY2009/10 | FY2010/11 | FY2011/12 | FY2012/13 | FY2013/14 | FY2014/15 | FY2015/16 | FY2016/17 | FY2017/18 | FY2018/19 | FY2019/20 | FY2020/21 | FY2021/22 | FY2022/23 | FY2023/24 | FY2024/25 | FY2025/26 | FY2026/27 | FY2027/28 | FY2028/29 | |
| DEBT SERVICE | | | | | | | | | | | | | | | | | | | | | | | | | |
| City of Santa Fe Land Debt for acquisition costs - see below for City sanctioned debt relief credits applied | (1,183,724) | (452,547) | (453,221) | (453,579) | (452,582) | (454,430) | | | | | | | | | | | | | | | | | | | (3,450,083) |
| NMFA Loan - Infrastr Phase I (8) ($579,025) per City of SF Sch Interest only until 2010-2011 | 0 | 0 | 0 | (222,527) | (219,337) | (212,544) | (142,250) | (53,098) | (53,116) | (52,817) | (52,821) | (52,825) | (52,828) | (52,833) | (52,838) | (52,843) | (52,849) | (52,855) | (52,860) | (52,867) | 0 | 0 | 0 | 0 | 0 | (1,484,107) |
| NMFA Loan - Infrastr Phase II (15B) $892,227*term ends May 2026 and concurs with City SF Schedule* | 0 | 0 | 0 | 0 | 0 | 0 | (239,827) | (85,150) | (85,155) | (85,161) | (85,166) | (85,172) | (85,179) | (85,185) | (85,193) | (85,201) | (85,208) | (85,218) | (85,228) | (85,239) | (85,250) | (85,261) | 0 | 0 | 0 | (1,517,792) |
| Refinance (2010B) $10,490,000 term ends May 2026 and concurs with City of SF Schedule | 0 | 0 | 0 | 0 | 0 | 0 | (483,668) | (705,000) | (705,400) | (1,071,000) | (1,070,500) | (1,069,900) | (1,071,650) | (1,066,650) | (1,070,150) | (1,071,650) | (1,071,150) | (1,068,650) | (1,069,150) | (1,067,400) | (638,200) | (639,600) | 0 | 0 | 0 | (14,919,738) |
| SUB-TOTAL | (1,183,724) | (452,547) | (453,221) | (676,106) | (671,919) | (666,974) | (845,765) | (843,248) | (843,670) | (1,208,977) | (1,208,486) | (1,207,897) | (1,209,657) | (1,204,668) | (1,208,181) | (1,209,694) | (1,209,208) | (1,206,723) | (1,207,238) | (1,205,505) | (723,450) | (724,861) | 0 | 0 | 0 | (21,371,720) |
| Negotiated option Contingency Relief Funds credit - Land and NMFA, per L&M Amendment #3 thru 2009-10 - $769,175 | 30,000 | 276,000 | 180,000 | 60,175 | 121,000 | 102,000 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 769,175 |
| Re-Payment of L&M Amendment #3 Debt Deferral of $769,175 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | (469,175) | (300,000) | 0 | 0 | 0 | (769,175) |
| Debt Deferral and repayment per L&M renewal of 2011and L&M Amendment 2 - $3,483,441 | 0 | 0 | 0 | 0 | 0 | 0 | 133,441 | 300,000 | 300,000 | 650,000 | 650,000 | 400,000 | 600,000 | 350,000 | 200,000 | 200,000 | 100,000 | 100,000 | 100,000 | 0 | 0 | 0 | 0 | 0 | 0 | 4,083,441 |
| Repayment of 2010-2023 Debt Deferral - $3,483,441 | 0 | 0 | 0 | 0 | 0 | 0 | | | | | | | | | | | | | | | (200,000) | (500,000) | (950,000) | (1,300,000) | (1,133,441) | (4,083,441) |
| TOTAL RENT PAYMENTS | (1,153,724) | (176,547) | (273,221) | (615,931) | (550,919) | (564,974) | (712,324) | (543,248) | (543,670) | (558,977) | (558,486) | (807,897) | (609,657) | (854,668) | (1,008,181) | (1,009,694) | (1,109,208) | (1,106,723) | (1,107,238) | (1,205,505) | (1,392,625) | (1,524,861) | (950,000) | (1,300,000) | (1,133,441) | (21,371,720) |

NOTES

1. In addition to the deferrals specified above, the following credits are applied to the Rent payable by the Non-profit to the City:
   A. Ground rent and CAM rent for City's portion of the condominium interest in the Market Station building and the development parcels per Amendment 1 to the Agreement dated May 18, 2012.
   B. Ground rent and CAM rent for the lease of Parcel O, including the Santa Fe Depot building, per Amendment 4 dated June 1, 2013.
   C. Payment of $243,478 made in FY2002-03, $485,424 in FY2003-04 and $453,833 made in FY2004-05. $30,000 deferral for FY2004-05.
   D. Rent the Non-profit would have received for the improvements located on Parcel F-1 if the improvements were not sold by the City per Amendment # 8 to the Lease & Management Agreement.

THE SANTA FE RAILYARD
COMMUNITY CORPORATION

November 17, 2020

Mayor Alan Webber
Office of the Mayor
200 Lincoln Avenue
Santa Fe, NM 87501

Jarel LaPan Hill
City Manager
200 Lincoln Avenue
Santa Fe, NM 87501

Dear Mr. Mayor and Ms. LaPan Hill

It has become apparent that the pandemic has not run its course. While the majority of the SFRCC tenants are paying their rent, the development pipeline has stalled. The process to lease vacant parcels has become slower and inefficient as a result of COVID. Prospective tenants and their lenders who were poised to lease the remaining parcels have had to defer decisions due to the economic uncertainties.

In May, the City and SFRCC amended the Lease & Management Agreement to defer $492,611 from April 2020 to December 2020. While that deferral was helpful, it is now apparent that while SFRCC will be able to pay its obligations between now and March 31, 2021 up to $540,472, it will not have sufficient funds to pay the $934,801 due in April 2021.

The current Lease & Management Agreement provides for a deferral of $100,000 in FY 20-21. SFRCC is requesting an additional deferral of $400,000 in April 2021 to be repaid in FY 27/28.

Two assumptions critical to this request are the City's sale of the Santa Fe Clay building for $175,000 before 12/31/2020 and our tenants continuing to pay their rent. If the Santa Fe Clay building sale closes, SFRCC will pay the City $317,611 in rent by December 31, 2020. If the sale does not close, SFRCC will pay the City $492,611. In either case SFRCC will also pay $47,861 in March 2021.

This deferral request is the result of several factors including:

- Sale of Santa Fe Clay delayed for a year, resulting in no ground rent and $10,200 in operating costs for the building.
- The equity investor for an 18-unit apartment building in Baca declined to proceed after contracting COVID. The tenant defaulted and the lease was terminated.
- City did not assume the WH21 Lease in January 2020, therefore no ground rent was paid for 12 months.
- Firebox, Inc. defaulted on its lease resulting in $86K of lost revenue.

332 Read Street, Santa Fe, NM 87501
Tel 505-982-3373 Fax 505-982-3126 www.sfrailyardcc.org

SFRCC is requesting an amendment to the Amended and Restated Lease and Management Agreement to revise the rent schedule by increasing the deferral for FY 20-21 by $400,000. Extending the current 2030 expiration date of the Agreement is not required. After the status of the sale of the Santa Fe Clay building is known, an amendment to the Lease & Management Agreement can be prepared including a revised Exhibit B, payment schedule.

SFRCC will continue to maximize its efforts to collect as much revenue as possible within the parameters of the Railyard Lease & Management Agreement. However, the economic uncertainty resulting from the pandemic will continue to present challenges.

Thank you for considering this request.

Richard Czoski, CCIM, CPM
Executive Director

cc; Steven Robinson, Board President

332 Read Street, Santa Fe, NM 87501
Tel 505-982-3373 Fax 505-982-3126 www.sfrailyardcc.org

# Amendments to the Amended and Restated Lease & Management Agreement

| Amendment # | Date | Subject |
|---|---|---|
| 1 | May 2012 | City's purchase of the Market Station condo and cinema parcels made available for development |
| 2 | January 2013 | Extend the L&M term to 6/30/29, provide rent deferrals, revise maintenance responsibilities |
| 3 | May 2013 | Provide a mechanism for SFRCC to repay the City for free cinema patron parking |
| 4 | June 2013 | Provide a mechanism for SFRCC to receive a credit from the City for rent due for the Depot building |
| 5 | September 2015 | Clarifies that all leases are assigned to the City by SFRCC in the event of termination or expiration of the L&M Agreement |
| 6 | December 2015 | Revised the Leasehold Premises, added rent deferrals, added parking spaces for residential projects to the Premises |
| 7 | March 2016 | Revised the Leasehold Premises to enable construction of Railyard Flats building |
| 8 | April 2020 | Added mechanism to provide for the sale of the Santa Fe Clay building improvements |
| 9 | May 2020 | Provided for the deferral of $492,611 from 4/30/20 to 12/31/20 |

# SFRCC Amendment 10 Council Packet 03 22 2021 (SOC)

Final Audit Report 2021-04-01

| | |
|---|---|
| Created: | 2021-03-29 |
| By: | Sam Burnett (jsburnett@ci.santa-fe.nm.us) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAJG7plUH1d01Lxj1qzMNGzCdgUj5-GaEM |

## "SFRCC Amendment 10 Council Packet 03 22 2021 (SOC)" History

Document created by Sam Burnett (jsburnett@ci.santa-fe.nm.us)
2021-03-29 - 10:42:42 PM GMT- IP address: 63.232.20.2

Document emailed to Alexis Lotero (aclotero@santafenm.gov) for signature
2021-03-29 - 10:43:38 PM GMT

Email viewed by Alexis Lotero (aclotero@santafenm.gov)
2021-03-31 - 10:48:53 PM GMT- IP address: 104.47.64.254

Document e-signed by Alexis Lotero (aclotero@santafenm.gov)
Signature Date: 2021-03-31 - 10:49:42 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Fran Dunaway (fadunaway@santafenm.gov) for signature
2021-03-31 - 10:49:44 PM GMT

Email viewed by Fran Dunaway (fadunaway@santafenm.gov)
2021-04-01 - 2:35:18 AM GMT- IP address: 104.47.64.254

Document e-signed by Fran Dunaway (fadunaway@santafenm.gov)
Signature Date: 2021-04-01 - 2:35:34 AM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2021-04-01 - 2:35:34 AM GMT

# City of Santa Fe, New Mexico
## Memorandum

**DATE:** **March 22, 2021**

**TO:** **Governing Body**

**VIA:** **Regina Wheeler, Public Works Department Director** RW

**FROM:** **Sam Burnett, Public Works Property Maintenance Manager**

**ITEM AND ACTION:**
Request for the Approval of Amendment #10 to the Santa Fe Railyard Community Corporation's Amended and Restated Lease and Management Agreement, which will increase the existing rent deferral for FY21 from $100,000 to $500,000, with deferred amounts to be repaid from FY22 to FY24; Sam Burnett, Public Works Property Maintenance Manager, jsburnett@santafenm.gov, 505-955-5933

**SUMMARY:**
The Lease and Management Agreement with Santa Fe Railyard Community Corporation ("SFRCC") was entered into in February 2002 and amended 8 times through 2010. In 2011 City Staff (City Manager, Public Works Director, Economic and Community Development Director, Assistant City Attorney, Property Maintenance Manager) and SFRCC negotiated a new Amended and Restated Lease & Management Agreement which has been amended 9 times to date. The Amended and Restated Lease & Management Agreement expires in 2030. By the end of the Agreement, SFRCC will have repaid the entire amount of the infrastructure bonds, 30% of the original land acquisition costs, all the rent deferrals and 100% of the cinema parking total.

The Santa Fe Railyard Community Corporation is requesting approval of Amendment No. 10 to the Amended and Restated Lease and Management Agreement ("L&M Agreement") to increase the current $100,000 rent deferral to $500,000 for fiscal year 2020/21. The additional proposed deferral of $400,000 will be fully repaid by SFRCC between FY 2021/22 and FY 2023/24. SFRCC is requesting this deferral (not abatement) of rent in order to meet its current and future financial rent obligations to the City.

Reasons for the request include the default of the previous tenant in the Santa Fe Clay building, the default of the developer of an apartment project in the Baca area, and COVID-19 related delays in the sale of the Santa Fe Clay and the 1614 Paseo de Peralta building. While both the Santa Fe Clay building parcel and the apartment parcel are now leased, the cash flow shortfalls had a significant negative impact on SFRCC's ability to pay 100% of its FY 20/21 rent obligation to the City. Progress on other lease transactions were also delayed by approximately a year due to the pandemic's unknown impact on commercial real estate development.

In January 2021, SFRCC repaid the $492,611 which the City deferred in FY20, but SFRCC does not have the funds to pay the entire $934,801 due to the City on April 30, 2021. If the $400,000 deferral is approved, SFRCC would pay the City $534,801 on April 30, 2021.

If this Amendment No. #10 is approved, no further deferrals are scheduled in the L&M Agreement rent payment schedule.

**Attachments:**

Lease and Management Agreement Amendment #10
Lease and Management Agreement Amendments #1 - #9
SFRCC Rent Schedule – Exhibit A
SFRCC's Request Letter (November 17, 2020 and January 28, 2021)

**CITY OF SANTA FE**
**AMENDMENT# 10**
**TO**
**AMENDED AND RESTATED RAILYARD LEASE AND MANAGEMENT AGREEMENT**

This Amendment No. 10 (the "Amendment") to the City of Santa Fe Amended and Restated Railyard Lease and Management Agreement dated April 30, 2011, as amended by Amendment #1 dated May 18, 2012, Amendment #2 dated April 30, 2013, and Amendment #3 dated May 31, 2013, Amendment #4 dated June 1, 2013, Amendment #5 dated September 1, 2015, Amendment #6 dated December 1, 2015, Amendment #7 dated March 31, 2016, Amendment #8 dated April 1, 2020 and Amendment #9 dated May 1, 2020 (the "Agreement") between the CITY OF SANTA FE, New Mexico ("City") and SANTA FE RAILYARD COMMUNITY CORPORATION, a New Mexico non-profit corporation ("Non-profit") shall be effective on April 30, 2021.

RECITALS:

A. The City and the Non-profit are parties to the Agreement under which the Non-profit undertakes management of the "Leasehold Premises" within the "Santa Fe Railyard," as defined in the Amended and Restated Lease and Management Agreement.

B. The parties wish to defer a portion of the Fair Value Compensation due on April 30, 2021, from the Non-profit to the City and to include the repayment of this deferral on **Exhibit B**.

AMENDMENT:

Pursuant to Article 8.01 of the Agreement, and for the good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Non-profit agree that the Agreement is amended as follows:

1. Add the following as Section 4.01.7 of the Agreement:

   The Parties agree to increase the deferral for fiscal year 20/21 shown on **Exhibit B** dated May 1, 2020 from $100,000 to $500,000 as shown on **Exhibit B** dated April 30, 2021. The $100,000 deferrals for fiscal years 21/22 and 22/23 will be deleted from **Exhibit B**. The Rent due to the City from the Non-profit is increased by $200,000 for fiscal year 23/24.

2. Delete in its entirety **Exhibit B** entitled "Rent Schedule" dated May 1, 2020 and replace with the enclosed **Exhibit B** entitled "Rent Schedule" dated April 30, 2021.

Except as specifically provided in this Amendment #10, the Agreement shall remain in full force and effect, in accordance with its term.

IN WITNESS WHEREOF, the parties have executed this Amendment #10 as of the dates set out below,

Non-profit:

**SANTA FE RAILYARD COMMUNITY CORPORATION**

By_____

Printed Name_____

Its_____

CRS # 02-481098003
City of Santa Fe Business
License Registration# 0397164

Approved as to form:

Andrea Salazar for
Andrea Salazar for (Apr 1, 2021 09:13 MDT)

_____
Erin K. McSherry, City Attorney

City:

**CITY OF SANTA FE**

By_____
Alan Webber, Mayor

Attest:

_____
Kristine Bustos-Mihelcic, City Clerk

Approved as to finance:

_____
Mary T. McCoy, Finance Director

ACKNOWLEDGEMENTS ON FOLLOWING PAGE

STATE OF NEW MEXICO )
)§
COUNTY OF SANTA FE )

The foregoing instrument was acknowledged before me on _____, by Alan Webber, Mayor of City of Santa Fe, a New Mexico municipal corporation, on its behalf.

_____
Notary Public

My commission expires:

STATE OF NEW MEXICO )
)§
COUNTY OF SANTA FE )

The foregoing instrument was acknowledged before me on _____, by Steven Robinson, the Board President of Santa Fe Railyard Community Corporation, a New Mexico non-profit corporation, on its behalf.

_____
Notary Public

My commission expires:

# Exhibit B - Rent Schedule - April 30, 2021

2/11/2021
5:20:55 PM

| | ACTUALS | | | | | | | | | | | | | | | | PROJECTED | | | | | | | | | GRAND |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | FY2002-05 | FY2005-06 | FY2006/07 | FY2007/08 | FY2008/09 | FY2009/10 | FY2010/11 | FY2011/12 | FY2012/13 | FY2013/14 | FY2014/15 | FY2015/16 | FY2016/17 | FY2017/18 | FY2018/19 | FY2019/20 | FY2020/21 | FY2021/22 | FY2022/23 | FY2023/24 | FY2024/25 | FY2025/26 | FY2026/27 | FY2027/28 | FY2028/29 | TOTALS |
| **FAIR VALUE COMPENSATION** | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Non-profits share of the City of Santa Fe Land Debt acquisition costs | 1,183,724 | 452,547 | 453,221 | 453,579 | 452,582 | 454,430 | | | | | | | | | | | | | | | | | | | | 3,450,083 |
| NMFA Loan - Infrastr Phase I (8) ($579,025) per City of SF Schedule | 0 | 0 | 0 | 222,527 | 219,337 | 212,544 | 142,250 | 53,098 | 53,115 | 52,817 | 52,821 | 52,825 | 52,828 | 52,833 | 52,838 | 52,843 | 52,849 | 52,855 | 52,860 | 52,867 | 0 | 0 | 0 | 0 | 0 | 1,484,107 |
| NMFA Loan - Infrastr Phase II (15B) $892,227 *term ends May 2026 and concurs with City SF Schedule* | 0 | 0 | 0 | 0 | 0 | 0 | 239,827 | 85,150 | 85,155 | 85,161 | 85,166 | 85,172 | 85,179 | 85,185 | 85,193 | 85,201 | 85,209 | 85,218 | 85,228 | 85,239 | 85,250 | 85,261 | 0 | 0 | 0 | 1,517,792 |
| Refinance (2010B) $10,490,000 term ends May 2026 and concurs with City of SF Schedule | 0 | 0 | 0 | 0 | 0 | 0 | 463,688 | 705,000 | 705,400 | 1,071,000 | 1,070,500 | 1,069,900 | 1,071,650 | 1,066,650 | 1,070,150 | 1,071,650 | 1,071,150 | 1,068,650 | 1,069,150 | 1,067,400 | 638,200 | 639,600 | 0 | 0 | 0 | 14,919,738 |
| **SUB-TOTAL** | **1,183,724** | **452,547** | **453,221** | **676,106** | **671,919** | **666,974** | **845,765** | **843,248** | **843,670** | **1,208,977** | **1,208,486** | **1,207,897** | **1,209,657** | **1,204,668** | **1,208,181** | **1,209,694** | **1,209,208** | **1,206,723** | **1,207,238** | **1,205,505** | **723,450** | **724,861** | **0** | **0** | **0** | 21,371,720 |
| Negotiated City of Santa Fe land debt acquisition deferrals totaling $769K for FY 2002/03 to 2009/10 | (30,000) | (276,000) | (180,000) | (60,175) | (121,000) | (102,000) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | (769,175) |
| Repayment by the Non-profit of the land acquisition debt deferrals above totaling $769K | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 469,175 | 300,000 | 0 | 0 | 0 | 769,175 |
| Debt Deferrals provided by the City of Santa Fe for FY 2010/11 to 2020/21 | 0 | 0 | 0 | 0 | 0 | 0 | **(133,441)** | **(300,000)** | **(300,000)** | **(650,000)** | **(650,000)** | **(400,000)** | **(600,000)** | **(350,000)** | **(200,000)** | **(200,000)** | **(500,000)** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | (4,283,441) |
| Repayment by the Non-profit of deferrals granted by the City from FY 2010/11 to 2020/21 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 200,000 | 200,000 | 500,000 | 950,000 | 1,300,000 | 1,133,441 | 4,283,441 |
| Repayment by the Non-profit of the deferral resulting from Covid-19 pandemic | 0 | 0 | 0 | 0 | 0 | 0 | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **(492,611)** | **492,611** | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** |
| **TOTAL ANNUAL RENT PAYMENTS** | **1,153,724** | **176,547** | **273,221** | **615,931** | **550,919** | **564,974** | **712,324** | **543,248** | **543,670** | **558,977** | **558,486** | **807,897** | **609,657** | **854,668** | **1,008,181** | **517,083** | **1,201,819** | **1,206,723** | **1,207,238** | **1,405,505** | **1,392,625** | **1,524,861** | **950,000** | **1,300,000** | **1,133,441** | **21,371,720** |

**NOTES**

1. In addition to the deferrals specified above, the following credits are applied to the Rent payable by the Non-profit to the City:
   A. Ground rent and CAM rent for City's portion of the condominium interest in the Market Station building and the development parcels per Amendment 1 to the Agreement dated May 18, 2012.
   B. Ground rent and CAM rent for the lease of Parcel O, including the Santa Fe Depot building, per Amendment 4 dated June 1, 2013.
   C. Payment of $243,478 made in FY2002-03, $486,424 in FY2003-04 and $453,833 made in FY2004-05. $30,000 deferral for FY2004-05.
   D. A $175,000 credit was applied in December 2020 for a portion of the rent the Non-profit would have received for the improvements located on Parcel F-1 if the improvements were not sold by the City.

ITEM # 13-0649

**CITY OF SANTA FE**
**AMENDMENT # 1 TO**
**AMENDED AND RESTATED RAILYARD LEASE AND MANAGEMENT AGREEMENT**

This Amendment No. 1 (the "Amendment") to the City of Santa Fe Amended and Restated Railyard Lease and Management Agreement dated April 30, 2011 (the "Agreement") between the CITY OF SANTA FE, New Mexico ("City") and SANTA FE RAILYARD COMMUNITY CORPORATION, a New Mexico non-profit corporation (the "Non-profit") shall be effective on the "Effective Date" of the Amendment #1 to the Ground Lease as defined below.

RECITALS:

A. The City and the Non-profit are parties to the Amended and Restated Railyard Lease and Management Agreement (the "Amended and Restated Lease and Management Agreement") dated April 30, 2011 as amended, under which the Non-profit undertakes management of the "Leasehold Premises" within the "Santa Fe Railyard," as defined in the Amended and Restated Lease and Management Agreement.

B. The Non-profit subleased certain premises which included lease parcels G, M-6 and M-8 (the "Development Parcels") to Railyard Company, LLC under the "Ground Lease". The City wishes the non-profit to terminate the portion of the Ground Lease with the Railyard Company, LLC encompassing the Development Parcels.

C. The City wishes to provide a credit to the Non-profit for the equivalent amount of the rent the Non-profit was receiving from the Railyard Company, LLC under the Ground Lease for the Development Parcels.

D. After the portion of the Ground Lease encompassing the Development Parcels is terminated, the City wishes the Non-profit to sublease the Development Parcels to a subtenant.

E. The City agrees to construct the uncompleted portion of Alcaldesa Street between Market Street and Camino de la Familia.

Pursuant to Article 8.01 of the Amended and Restated Lease and Management Agreement, and for the good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Non-profit agree that the Amended and Restated Lease and Management Agreement is amended as follows:

CITY CLERK RECORDED 07/26/13

1. Add the following as Section 4.01.3:

"4.01.3 Commencing on the Effective Date and continuing until the Development Parcels are subleased by the Non-profit to a third party, the City will reduce the Fair Value Compensation specified in Section 4.01.2 above by the equivalent amount of Base Rent and Common Area Maintenance ("CAM") rent the Non-profit would have received from the Railyard Company, LLC for the Development Parcels. This offset is a credit, not a deferral which would require the Non-profit to repay the City in the future. The credit shall be calculated on the following basis:

| Component | Amount | Period |
|---|---|---|
| Base Rent | $4,830.99 per month | Effective Date through 9/30/12 |
| CAM Rent | $483.08 per month | Effective Date through 9/30/12 |
| **TOTAL** | **$5,314.07 per month** | |
| Base Rent | $7,066.12 per month | 10/1/12 -- until Development Parcels are leased and rent bearing |
| CAM Rent | $706.61 per month | 10/1/12 – until Development Parcels are leased and rent bearing |
| **TOTAL** | **$7,772.73 per month** | |

The amount of the credit shall be calculated on a monthly basis as earned and applied against the next payment of rent due from the Non-profit to the City for the debt service ("Rent").

The credit shall cease to be applied to the Rent owed by the Non-profit to the City when the Non-profit has subleased the Development Parcels to a third party who is paying the Non-profit rent equal to or greater than the amounts specified above. If the Non-profit subleases the Development Parcels or any of them for an amount less than the amount of the applicable credit set out above, the credit shall be reduced by the rent received by the Non-profit.

If the Development Parcels have not been subleased by the Non-profit by October 1, 2017, the amount of the credit to be applied by the City to the Non-profit Rent paid to the City shall be adjusted pursuant to the terms of the Railyard Company, LLC's sublease dated October 1, 2007.

SFC CLERK RECORDED 07/29/2013

2. Add the following as subparagraph (c) to Section 5.06 of the Agreement:

"(c) Completion of the street, curb, gutter, sidewalk, lighting, signage, and planters for the uncompleted section of Alcaldesa Street between Market Street and Camino de la Familia. The completion of these improvements shall occur concurrent with the development of Parcel G by a third party."

3. For purposes of more specifically defining the underground parking garage which is excluded from the definition of the Leased Premises, it is agreed that the upper horizontal boundary of the underground parking garage mentioned in Section 2.01 of the Agreement is as set out on Exhibit A to this Amendment, which description shall be incorporated into Exhibit A to the Agreement as the fourth page thereof.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the dates set out below,

Non-profit:

**SANTA FE RAILYARD COMMUNITY CORP.**

By _____
Its President
CRS #02-481098003
City of Santa Fe Business
License Registration # 0397164

City:

**CITY OF SANTA FE**

By _____
David Coss, Mayor

Attest:

Yolanda Vigil, City Clerk

May 18, 2012

Approved as to form:

Geno Zamora, City Attorney

Approved as to form:

Dr. Melville Morgan, Finance Director

SFC CLERK RECORDED 07/18/2012

STATE OF NEW MEXICO
§:
COUNTY OF SANTA FE

The foregoing instrument was acknowledged before me on May 18, 2012 by David Coss, Mayor of City of Santa Fe, a New Mexico municipal corporation, on its behalf.

Notary Public

My commission expires: 6/14/15

OFFICIAL SEAL
Carla A. Pogemiller
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires:

STATE OF NEW MEXICO
§:
COUNTY OF SANTA FE

The foregoing instrument was acknowledged before me on May 14, 2012, by Steven Robinson, the President of Santa Fe Railyard Community Corporation, a New Mexico non-profit corporation, on its behalf.

COUNTY CLERK
GERALDINE SALAZAR
SANTA FE COUNTY NEW MEXICO

Notary Public

My commission expires: 5-24-15

SFC CLERK RECORDED 07/18/2013

COUNTY OF SANTA FE )
STATE OF NEW MEXICO ) ss

AMENDMENT
PAGES: 5

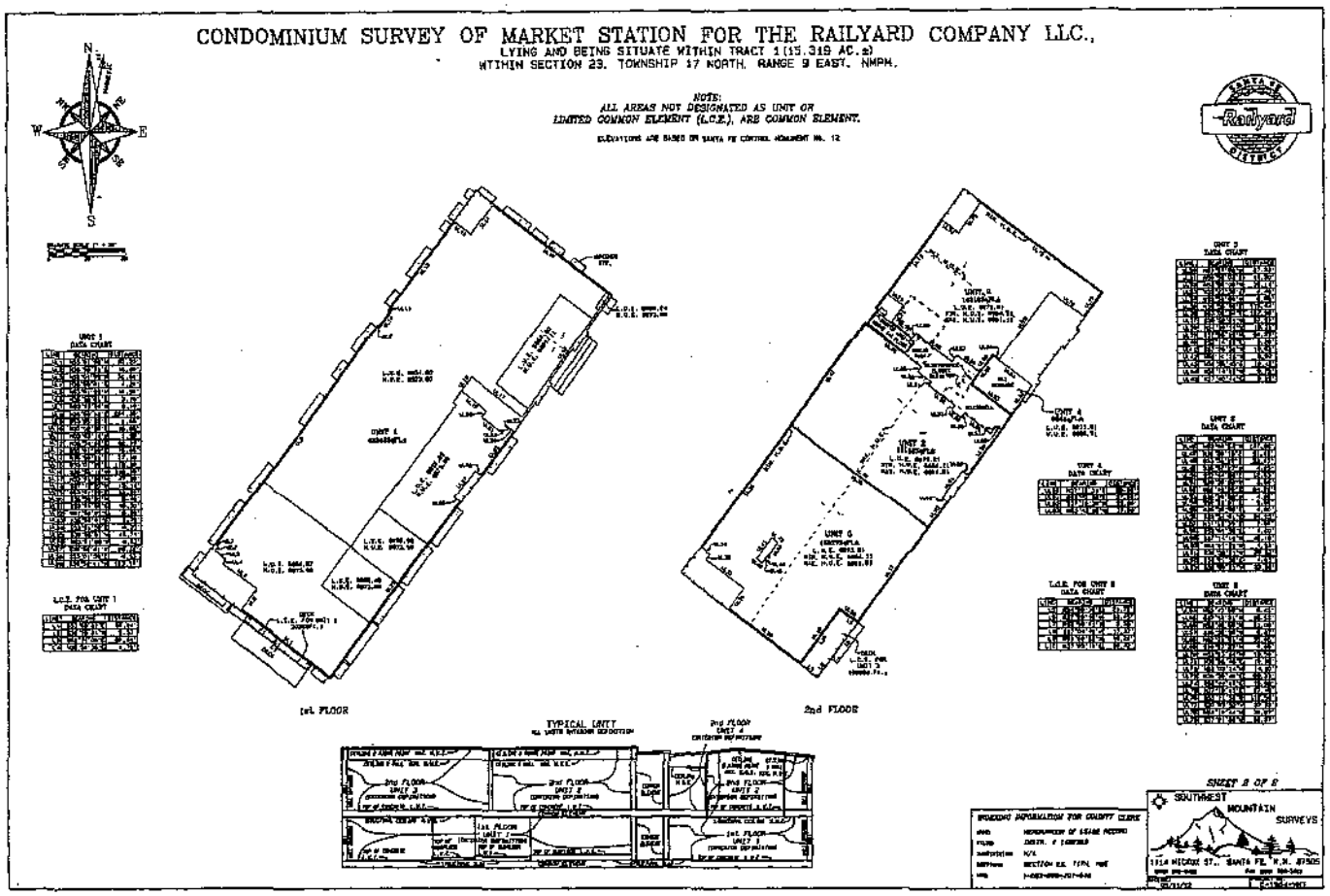
I Hereby Certify That This Instrument Was Filed for Record On The 18TH Day Of July, 2013 at 11:18:04 AM And Was Duly Recorded as Instrument # 1712349 Of The Records Of Santa Fe County

Witness My Hand And Seal Of Office
Geraldine Salazar
County Clerk, Santa Fe, NM

Deputy

OFFICIAL SEAL
Anita L. Martinez
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 5-24-15

**Exhibit A**
**Leasehold Premises**
**Page 4**




SFC CLERK RECORDED 07/18/2013

ITEM # 13-0186

**CITY OF SANTA FE**
**AMENDMENT # 2 TO**
**AMENDED AND RESTATED RAILYARD LEASE AND MANAGEMENT AGREEMENT**

This Amendment No. 2 (the "Amendment") to the City of Santa Fe Amended and Restated Railyard Lease and Management Agreement dated April 30, 2011, as amended by Amendment #1 dated May 18, 2012 (the "Agreement") between the CITY OF SANTA FE, New Mexico ("City") and SANTA FE RAILYARD COMMUNITY CORPORATION, a New Mexico non-profit corporation (the "Non-profit") shall be effective on April 30, 2013.

RECITALS:

A. The City and the Non-profit are parties to the Amended and Restated Railyard Lease and Management Agreement (the "Amended and Restated Lease and Management Agreement") dated April 30, 2011 as amended, under which the Non-profit undertakes management of the "Leasehold Premises" within the "Santa Fe Railyard," as defined in the Amended and Restated Lease and Management Agreement.

B. The City wishes to amend Exhibit B of the Agreement to provide for additional deferrals of Rent due from the Non-profit.

C. The City wishes to extend the Term of the Agreement from June 30, 2027 to June 30, 2029 in order to provide adequate time for the Non-profit to repay the deferrals.

D. The City wishes to Amend Exhibit C of the Agreement to revise the areas of maintenance responsibilities of the City to include the elevator structure providing access to the City-owned underground parking garage and increase the parking area South of Paseo de Peralta to include what was previously private parking for a residential building that was not constructed. This area shall become paid common parking.

Pursuant to Article 8.01 of the Amended and Restated Lease and Management Agreement, and for the good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Non-profit agree that the Amended and Restated Lease and Management Agreement is amended as follows:

1. Delete in its entirety the first sentence of Section 3.01 entitled "Term" and replace with the following:

   "3.01 Term – The term of the Agreement shall commence on April 30, 2011 and terminate immediately at 11:59pm Mountain Standard Time on June 30, 2029 unless the term is extended pursuant to this Agreement."

2. Delete in its entirety the Exhibit B – Rent Schedule dated March 16, 2011 and replace with the enclosed Exhibit B – Rent Schedule dated April 30, 2013.

SFC CLERK RECORDED 05/21/2013

3. Delete in its entirety the Exhibit C, Maintenance Responsibilities, and replace with the enclosed Exhibit C dated April 30, 2013.

Except as specifically provided in this Amendment #2, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment #2 as of the dates set out below,

Non-profit:

**SANTA FE RAILYARD COMMUNITY CORP.**

By Ymeed G. Meyer
Its Vice President
CRS # 02-481098003
City of Santa Fe Business
License Registration # 0397164

City:

**CITY OF SANTA FE**

By
David Coss, Mayor

Attest:

Yolanda Y. Vigil
Yolanda Vigil, City Clerk 3-27-13

Approved as to form:

Geno Zamora, City Attorney 3/7/13

Approved as to form:

Theresa Garcia, Assistant
~~Dr. Melville Morgan,~~ Finance Director

SFC CLERK RECORDED 04/12/2013

STATE OF NEW MEXICO

§:

COUNTY OF SANTA FE

The foregoing instrument was acknowledged before me on March 29, 2013, by David Coss, Mayor of City of Santa Fe, a New Mexico municipal corporation, on its behalf.

OFFICIAL SEAL
Rosalie Cardenas
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 9-8-2016

Notary Public

My commission expires:

STATE OF NEW MEXICO

§:

COUNTY OF SANTA FE

The foregoing instrument was acknowledged before me on April 2, 2013, by Donald G Meyer, the Vice-President of Santa Fe Railyard Community Corporation, a New Mexico non-profit corporation, on its behalf.

OFFICIAL SEAL
Rosalie Cardenas
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 9-8-2016

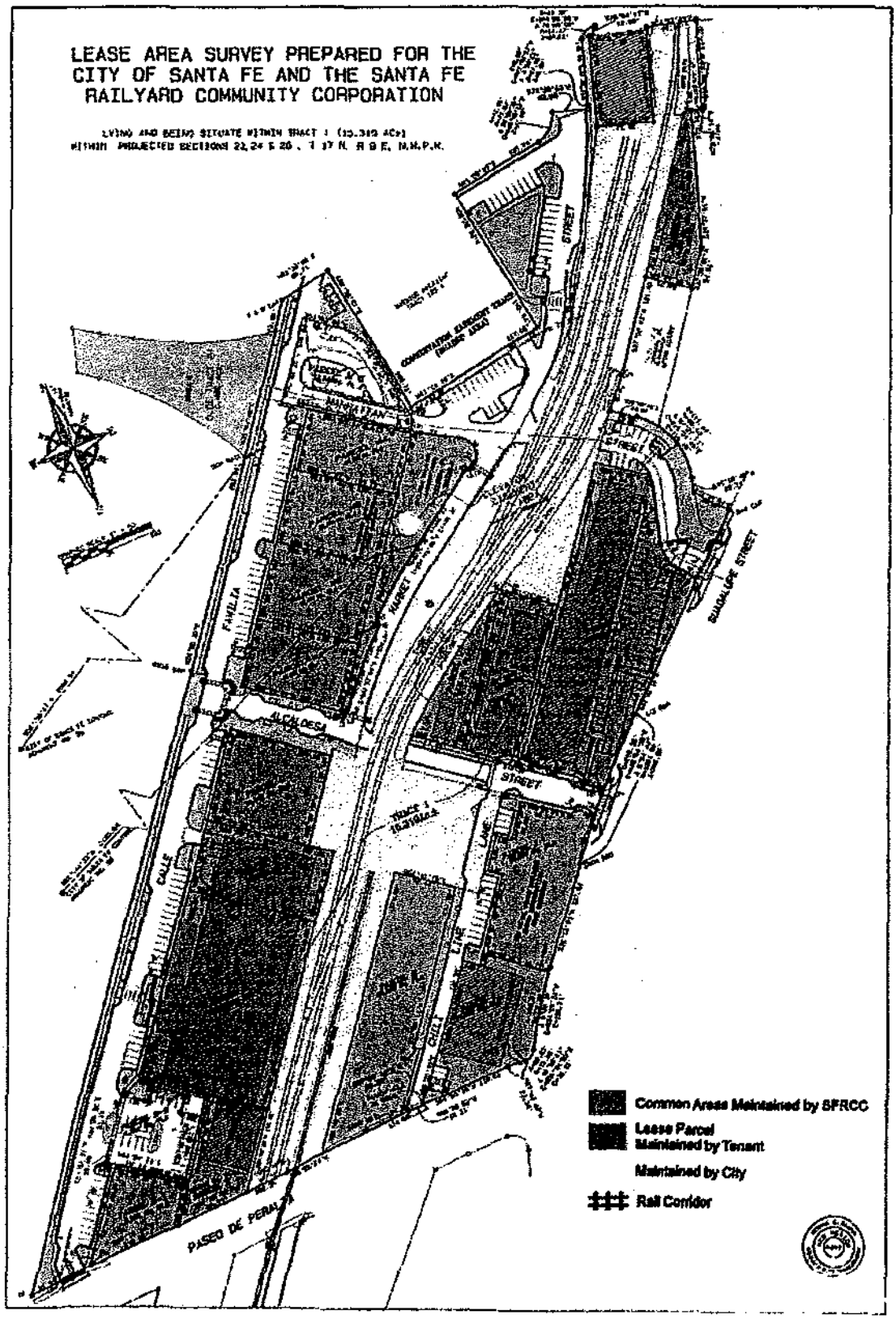
Notary Public

My commission expires:

SFC CLERK RECORDED 04/19/2013

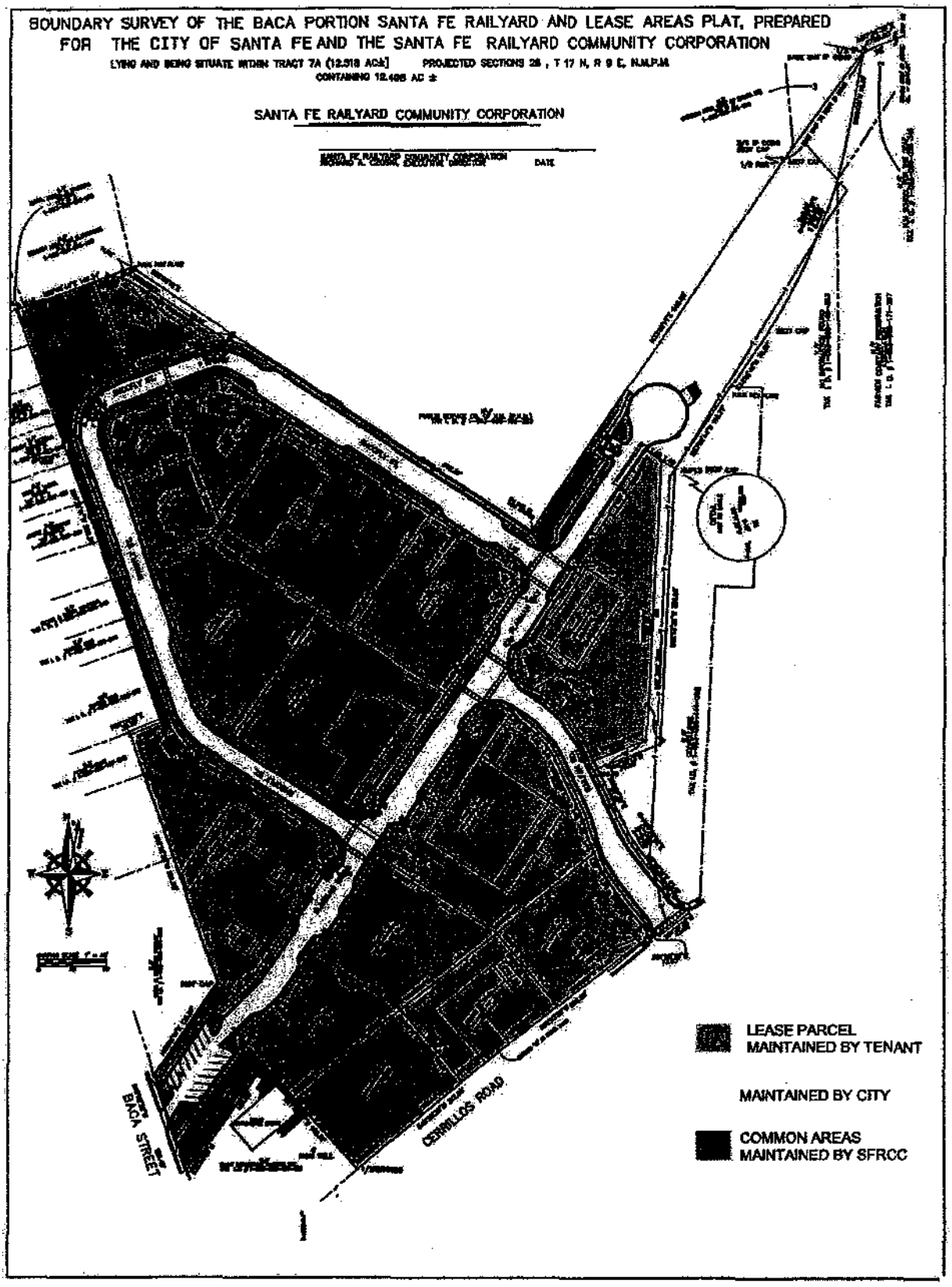
Jurisdiction Areas North of P.D.P.

SFC CLERK RECORDED 07/12/2013



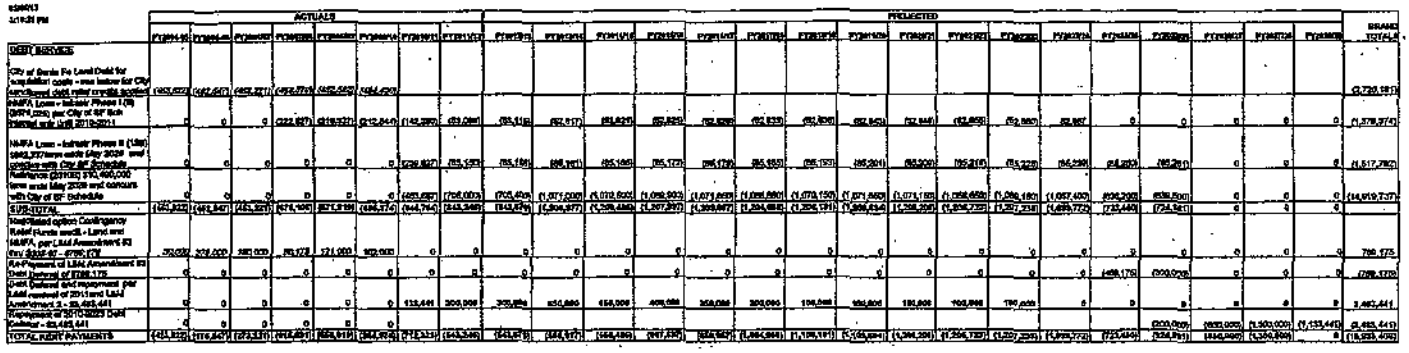

Jurisdiction Areas North of P.D.P.

SFC CLERK RECORDED 11/12/2012




SFC CLERK RECORDED 07/19/2011

## Exhibit B - Rent Schedule - April 30, 2013



| | ACTUALS | | | | | | | | PROJECTED | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | FY2004-05 | FY2005-06 | FY2006-07 | FY2007-08 | FY2008-09 | FY2009-10 | FY2010-11 | FY2011-12 | FY2012-13 | FY2013-14 | FY2014-15 | FY2015-16 | FY2016-17 | FY2017-18 | FY2018-19 | FY2019-20 | FY2020-21 | FY2021-22 | FY2022-23 | FY2023-24 | FY2024-25 | FY2025-26 | FY2026-27 | FY2027-28 | FY2028-29 | GRAND TOTAL |
| DEBT SERVICES | | | | | | | | | | | | | | | | | | | | | | | | | |
| City of Santa Fe Land Debt for acquisition costs - less Indirect for City enrollment debt relief credits applied | (463,472) | (467,647) | (465,371) | (469,219) | (462,563) | (464,420) | | | | | | | | | | | | | | | | | | | (2,792,691) |
| NMFA Loans - Indirect Phase I (09) (2014 zero per City of SF sub principal until 2018-2021 | 0 | 0 | 0 | (222,827) | (219,231) | (212,844) | (142,280) | (53,094) | (55,518) | (57,517) | (55,625) | (55,625) | (52,625) | (55,250) | (52,845) | (52,845) | (52,845) | (52,867) | (52,867) | 0 | 0 | 0 | 0 | 0 | (1,378,974) |
| NMFA Loan - Indirect Phase II (10) $662,377 from costs May 2009 and complies with City SF Schedule | 0 | 0 | 0 | 0 | 0 | 0 | (239,827) | (55,193) | (55,193) | (55,193) | (55,193) | (55,193) | (55,193) | (55,193) | (55,193) | (55,193) | (55,193) | (55,193) | (55,218) | (55,223) | (55,238) | (54,238) | (55,261) | 0 | 0 | 0 | (1,617,782) |
| Additional ($310K) $10,400,000 from costs May 2009 and concurs with City of SF Schedule | 0 | 0 | 0 | 0 | 0 | 0 | (400,687) | (705,000) | (705,450) | (1,071,200) | (1,012,600) | (1,099,900) | (1,073,600) | (1,068,800) | (1,073,150) | (1,071,400) | (1,071,100) | (1,068,450) | (1,068,150) | (1,057,400) | (936,200) | (636,500) | 0 | 0 | 0 | (14,619,737) |
| SUB-TOTAL | (463,472) | (467,647) | (465,371) | (692,046) | (681,794) | (677,264) | (782,774) | (813,287) | (815,161) | (1,183,910) | (1,123,418) | (1,210,718) | (1,181,418) | (1,179,243) | (1,181,188) | (1,179,438) | (1,179,138) | (1,176,510) | (1,176,235) | (1,165,623) | (1,044,438) | (734,738) | 0 | 0 | 0 | |
| Modified option Contingency Relief (funds credit - Land and NMFA, per Last Amendment #2 thru 2015-07 - $795,175) | 793,032 | 378,000 | 380,000 | 80,173 | 121,000 | 302,000 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 795,175 |
| Re-Payment of LBA Amendment #2 Debt (amount of $795,175 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | (459,175) | (300,000) | 0 | 0 | 0 | (759,175) |
| Debt Deferred and repayment per Land revised of 2013 and Last Amendment 2 - $3,465,441 | 0 | 0 | 0 | 0 | 0 | 0 | 113,441 | 300,000 | 300,000 | 650,000 | 650,000 | 400,000 | 300,000 | 300,000 | 100,000 | 100,000 | 100,000 | 100,000 | 100,000 | 0 | 0 | 0 | 0 | 0 | 0 | 3,465,441 |
| Repayment of $310-2025 Debt Forbear - $3,465,441 | 0 | 0 | 0 | 0 | 0 | 0 | | | | | | | | | | | | | | | | (300,000) | (600,000) | (1,500,000) | (1,133,441) | (3,465,441) |
| TOTAL RENT PAYMENTS | (463,472) | (116,647) | (273,371) | (612,873) | (560,819) | (374,264) | (782,774) | (513,287) | (515,161) | (533,910) | (473,418) | (560,718) | (881,418) | (879,243) | (1,081,188) | (1,079,438) | (1,079,138) | (1,076,510) | (1,076,235) | (1,165,623) | (1,044,438) | (734,738) | (600,000) | (1,500,000) | (1,133,441) | (16,933,409) |

Reserve Commercial Lease and Management Agreement Amendment #2 January 2013 Amendment 2 Exhibit B 0 6 13.xls

COUNTY OF SANTA FE )
STATE OF NEW MEXICO ) ss

AMENDMENT NO. 2
PAGES: 8

I Hereby Certify That This Instrument Was Filed for Record On The 18TH Day Of July, 2013 at 11:18:03 AM
And Was Duly Recorded as Instrument # 1712348
Of The Records Of Santa Fe County

Witness My Hand And Seal Of Office
Geraldine Salazar
County Clerk, Santa Fe, NM

Deputy

COUNTY CLERK
GERALDINE SALAZAR
SANTA FE COUNTY NEW MEXICO

SFC CLERK RECORDED 07/18/2013

ITEM # 13-0521

**CITY OF SANTA FE**
**AMENDMENT # 3 TO**
**AMENDED AND RESTATED RAILYARD LEASE AND MANAGEMENT AGREEMENT**

This Amendment No. 3 (the "Amendment") to the City of Santa Fe Amended and Restated Railyard Lease and Management Agreement dated April 30, 2011, as amended by Amendment #1 dated May 18, 2012 and Amendment #2 dated April 30, 2013 (hereinafter collectively referred to as the "Agreement") between the CITY OF SANTA FE, New Mexico ("City") and SANTA FE RAILYARD COMMUNITY CORPORATION, a New Mexico non-profit corporation (the "Non-profit") shall be effective on May 31, 2013.

RECITALS:

A. The City and the Non-profit are parties to the Amended and Restated Railyard Lease and Management Agreement (the "Amended and Restated Lease and Management Agreement") dated April 30, 2011 as amended, under which the Non-profit undertakes management of the "Leasehold Premises" within the "Santa Fe Railyard," as defined in the Amended and Restated Lease and Management Agreement.

B. The City wishes to provide a mechanism for providing up to four hours parking at for patrons of the new cinema to be constructed in the Railyard to be paid for by the Non-profit in the future.

C. The City wishes to establish a parking rate for cinema patrons and a mechanism for the Non-profit to repay the City for cinema patron parking.

D. The Non-profit wishes to repay the City for the Rent Credits provided by the City for the Cinema Parcel ("Parcel G") from May, 2012 to the date the cinema parcels become rent bearing in accordance with a an agreed upon repayment schedule.

E. The City wishes to extend the Term of the Agreement to provide adequate time for the Non-profit to repay the payment deferrals granted to the Non-profit.

Pursuant to Article 8.01 of the Amended and Restated Lease and Management Agreement, and for the good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Non-profit agree that the Amended and Restated Lease and Management Agreement is amended as follows:

1. Add the following as Section 6.16 of the Agreement:

"6.16 **Cinema Parking**. The City shall provide parking for up to four (4) continuous hours (no in-and-out privileges) for cinema patrons attending performances at the cinema to be constructed on Parcel G in the Railyard (hereinafter referred to as "Cinema Parking") under the following conditions to be paid for by the Non-profit in the future:



SFC CLERK RECORDED 07/25/2013

A. The four continuous hours of Cinema Parking shall be located in the Railyard underground parking garage; no surface parking will be provided under this Amendment.

B. On behalf of the cinema patrons, the Non-profit shall pay the City at the rate of one dollar ($1.00) per hour for up to four dollars ($4.00) for four (4) hours continuous parking. Any time in the garage in excess of four (4) hours shall be paid to the City by the cinema patrons themselves.

C. The total amount of Cinema Parking shall be calculated, in accordance with paragraph B. above, annually by: (i) the SFRCC and the Cinema owner providing to the City a statement or other evidence of the number of parking tickets that it validated for Cinema Parking for each calendar year and (ii) the City comparing the number of Cinema Parking tickets validated by the Cinema owner to the actual amount of Cinema Parking utilized as verified by the City's records. By January 15th of each year, SFRCC, on behalf of the Cinema owner, and the City will jointly issue a statement of the total amount of Cinema Parking hours times the rate per hour for the prior calendar year.

D. No later than January 15, 2030, the Non-Profit shall begin to pay the City for all owed and accrued amounts of Cinema Parking calculated in accordance with this Section 6.16. The Non-Profit shall also make annual payments to the City for sums accruing under paragraph B after December 31, 2029, for as long as a cinema is in operation of Parcel G, in accordance with an agreed upon schedule of payments.

E. For purposes of this Amendment, a cinema is defined as a venue where members of the public attend screenings of movies projected on a vertical screen. If Parcel G is primarily utilized for a use other than a cinema, the parking provisions of this Section 6.16 shall be null and void.

F. The Non-profit can terminate the terms of this Section 6.16 at any time by providing thirty (30) days written notice to the City. However, terminating the provisions of this Section shall not relieve the Non-profit from its obligation to pay the City for Cinema Parking incurred prior to the effective date of termination."

2. Delete in its entirety the first paragraph of Section 3.01 entitled "Term" and replace with the following:

   A. 3.01 Term – The term of the Agreement, as amended, shall commence on April 30, 2011 and terminate immediately at 11:59pm Mountain Standard Time on January 15, 2030 unless the term is extended pursuant to the Agreement.

3. Delete in its entirety the first paragraph of Section 4.01.3 and replace with the following:

   A. "4.01.3 Commencing on the Effective Date and continuing until the Development Parcels are subleased by the Non-profit to a third party, the City will reduce the Fair Value Compensation specified in Section 4.01.2 above by the equivalent amount of Base Rent and Common Area Maintenance ("CAM") rent the Non-profit would have received from the Railyard Company,

SFC CLERK RECORDED 07/18/2013

LLC for the Development Parcels. This reduction is a credit which must be repaid by the Non-profit to the City in accordance with a repayment schedule to be agreed upon no later than March 1, 2029. The credit shall be calculated on the following basis:...

4. Except as specifically provided in this Amendment #3, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

SIGNATURES BEGIN ON NEXT PAGE

SFC CLERK RECORDED 07/18/2013

IN WITNESS WHEREOF, the parties have executed this Amendment #3 as of the dates set out below,

Non-profit:

**SANTA FE RAILYARD COMMUNITY CORP.**

By _____

Printed Name STEVEN ROBINSON

Its PRESIDENT

CRS # 02-481098003
City of Santa Fe Business
License Registration # 0397164

Approved as to form:

_____
Geno Zamora, City Attorney 5/7/13

City:

**CITY OF SANTA FE**

By _____
David Coss, Mayor

Attest:

_____
Yolanda Vigil, City Clerk CC Mtg 6/26/13

Approved as to form:

_____ 6/27/13
Mr. Marcos A. Tapia, Finance Director

CITY CLERK RECORDED 07/19/2013

STATE OF NEW MEXICO

§:

COUNTY OF SANTA FE

The foregoing instrument was acknowledged before me on July 1, 2013, by David Coss, Mayor of City of Santa Fe, a New Mexico municipal corporation, on its behalf.

OFFICIAL SEAL
Rosalie Cardenas
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 9-8-2016

Notary Public

My commission expires:

STATE OF NEW MEXICO

§:

COUNTY OF SANTA FE

The foregoing instrument was acknowledged before me on July 3, 2013, by Steven Robinson, the President of Santa Fe Railyard Community Corporation, a New Mexico non-profit corporation, on its behalf.

OFFICIAL SEAL
Rosalie Cardenas
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 9-8-2016

Notary Public

My commission expires:

SFC CLERK RECORDED 07/18/2013

## LEASE & MANAGEMENT AGREEMENT CHRONOLOGY

**Amendment No. 1** allowed for sale of the El Museo Building and increased the terms of parcel leases to fifty (50) years with options for an additional forty (40) years. (9/29/04).

**Amendment No. 2** added the 3.5 acres of Plaza and Alameda north of Paseo de Peralta to SFRCC as leasehold premises and obligated SFRCC to manage the Railyard Plaza and Alameda with city approval. (10/27/04)

**Amendment No .3** removed facilities for ingress and egress to parking garage, revised the parking garage completion date to July 1, 2006 (from July 1, 2004). Additionally, the amendment restructured future SFRCC operating profit to retire debt instead of requiring payment of 50% annual excess revenue to the city. This amendment also provided SFRCC with financial relief by deferring property debt service payments and allowed for additional debt relief from the city. (04/27/05)

**Amendment No. 4** extended the completion of the Underground Parking garage from July 1, 2006 to January 1, 2008 and continues to allow for reduction of the payment of the Railyard acquisition and infrastructure financing debt due to the loss of revenue from the City's delay in completing the underground parking garage. This amendment also allowed for deletion of the land deeded by the City to the Oddfellows and to add the land that was received from the Oddfellows. (05/10/06)

**Amendment No. 5**, Extended the completion date of the Railyard Parking Garage to March 31, 2008, clarified the status of existing sublease upon termination or expiration of the Lease and Management Agreement, revises the definition of the Leasehold Premises to recognize the hike/bike trail in the Baca Street Area and widening the Alameda in the north Railyard, and addresses the methodology to allow the City to remove Affordable Housing units from the Leasehold Premises. (12/12/07)

**Amendment No. 6** acknowledged sale/ leaseback of improvements on Railyard Parcel M-1, M-2, M-3, M-4, and G. (12/12/07).

**Amendment No. 7** Revise Completion Date for the Railyard Underground Parking Garage; Remove Rail Line Corridor from the Leasehold; Define SFRCC responsibilities for the Park, Plaza and Alameda on the Conservation Easement; and Adjust Boundary of Leasehold Premises of Parcel B.

**Amendment No. 8** Was approved in order to remove from SFRCC's leasehold premises the portion of the infrastructure constructed by SFRCC on behalf of the City including roads, sidewalks, street lights, and other utilities. This action would allow SFRCC's auditors to remove this $12.8 million asset from its accounting books. The City has been adding the infrastructure assets to its books as work was completed. Therefore, both the City and SFRCC was carrying the asset on their books.

SFC CLERK RECEIVED 07/18/2014

**Amendment No. 1** was approved by the Mayor and City Council to extend the terms of the Lease and Management Agreement to June 30, 2027.

**Amendment No. 2** was approved in March 2013 by the Mayor and City Council to increase the deferral amount for SFRCC.

The City Attorney approved Lease and Management Agreement Amendment No. 3 (See Attachment).

**RECOMMENDED ACTION:**

Please review and recommend to the Public Works Committee and City Council approval of the Railyard Lease and Management Agreement Amendment No. 3.

**Attachments:**
SFRCC Cover Letter
Lease and Management Agreement Amendment #3

SFC CLERK RECORDED 07/12/2013

THE SANTA FE RAILYARD
COMMUNITY CORPORATION

May 7, 2013

Robert M. Siqueiros
Railyard Project Administrator
City of Santa Fe
PO Box 909
120 South Federal Place
Santa Fe, NM 87504-0909

Dear Bob,

After a rigorous RFP process, the Santa Fe Railyard Community Corporation ("SFRCC") has selected a cinema operator/developer for the Railyard. The successful bidder and the three others who submitted proposals required four (4) hours of free parking for their customers.

SFRCC is requesting that the Lease and Management Agreement be amended to allow SFRCC to meet this parking requirement under the following conditions:

- A cinema customer would receive a parking stub with the time they entered the underground parking garage. The customer would proceed to purchase a cinema ticket and have their parking stub endorsed by the cinema cashier. Each ticket would be endorsed for four (4) hours. Any time over 4 hours would be paid by the customer. This request involves garage parking only. No surface parking is included.

- The City will maintain records of the cinema parking through electronic means. By March 31 of each calendar year, the City will provide an accounting of the actual amount of free parking granted to cinema customers at the rate of $1.00 per hour up to a maximum of $4.00 per space. The City and SFRCC will agree on the amount and document it for future payment.

- Commencing in 2029, SFRCC shall repay the City for all actual cinema parking utilized. The annual amount to be paid to the City will be determined in early 2029 to pay the City for parking utilized from the opening of the cinema (anticipated to be the fourth quarter of 2014) to 2029.

- If the land parcel ceases to be used for a cinema, the agreement for free customer parking would be null and void.

332 Read Street, Santa Fe, NM 87501
Tel 505-982-3373 Fax 505-982-3126 www.sfrailyard.org



RECORDED 05/13/2013

– The amendment also includes a one-year extension of the term of the Lease and Management Agreement to provide for the first year of repayment for the parking.

Please see enclosed the draft of the Third Amendment to the Lease and Management Agreement for your review and approval. Please advise if you need additional information.

Thank you.

Sincerely,

Richard A. Czoski, CCIM, CPM
Executive Director

COUNTY OF SANTA FE )
STATE OF NEW MEXICO ) ss

AMENDMENT # 3
PAGES: 9

I Hereby Certify That This Instrument Was Filed for Record On The 18TH Day Of July, 2013 at 11:13:28 AM And Was Duly Recorded as Instrument # 1712344 Of The Records Of Santa Fe County

Witness My Hand And Seal Of Office
Geraldine Salazar
Deputy
County Clerk, Santa Fe, NM

COUNTY CLERK RECORDED 07/18/2013

332 Read Street, Santa Fe, NM 87501
Tel 505-982-3373 Fax 505-982-3126 www.sfrailyardcc.org

ITEM # 13-0980

**CITY OF SANTA FE**
**AMENDMENT # 4 TO**
**AMENDED AND RESTATED RAILYARD LEASE AND MANAGEMENT AGREEMENT**

This Amendment No. 4 (the "Amendment") to the City of Santa Fe Amended and Restated Railyard Lease and Management Agreement dated April 30, 2011, as amended by Amendment #1 dated May 18, 2012, Amendment #2 dated April 30, 2013, and Amendment #3 dated May 31, 2013 (the "Agreement") between the CITY OF SANTA FE, New Mexico ("City") and SANTA FE RAILYARD COMMUNITY CORPORATION, a New Mexico non-profit corporation ( "Non-profit") shall be effective on June1, 2013.

RECITALS:

A. The City and the Non-profit are parties to the Amended and Restated Railyard Lease and Management Agreement, as amended above, (the "Amended and Restated Lease and Management Agreement") dated April 30, 2011, under which the Non-profit undertakes management of the "Leasehold Premises" within the "Santa Fe Railyard," as defined in the Amended and Restated Lease and Management Agreement.

B. The City leases premises which are part of the Leasehold Premises, Tract O, located at 410 South Guadalupe Street in Santa Fe, New Mexico and are comprised of land and the historic Depot building pursuant to that certain lease dated May 9, 2011, as amended by Amendments No. 1 dated July 31, 2012, and Amendment No. 2 dated June 1 ,2013, by and between the City of Santa Fe as Tenant and Santa Fe Railyard Community Corporation as Lessor (the "Depot Sublease").

C. The parties wish to provide a credit against the Rent owed by the Non-profit to the City under the Amended and Restated Lease and Management Agreement which is equal to the rent the City owes the Non-profit pursuant to the Depot Sublease referenced in B, above.

Pursuant to Article 8.01 of the Amended and Restated Lease and Management Agreement, and for the good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Non-profit agree that the Amended and Restated Lease and Management Agreement is amended as follows:

1. Add the following as Section 4.01.4 of the Agreement:

> "4.01.4 In addition to the Rent Credit provided by Section 4.01.3 of Amendment #1 to the Amended and Restated Lease and Management Agreement, commencing on June 1, 2013 and continuing until the Depot Sublease by and between the Non-profit and the City for premises located at 410 South Guadalupe Street expires or is terminated, the City shall provide a Rent Credit to the Non-profit which shall be applied to the Non-profit's total rental obligations to the City under the Railyard Lease and Management Agreement, as amended, as follows:

SFC CLERK RECORDED 10/17/2013

The City shall reduce the Fair Value Compensation owed by the Non-profit, as specified in Section 4.01.2, by the equivalent amount of Base Rent and Common Area Maintenance costs the Non-profit would have received from the City pursuant to the Depot Sublease. This Rent Credit shall be calculated on the following basis:

| **Component** | | **Amount** | **Period** |
|---|---|---|---|
| Base Rent | | $ 2,789.12 | 6/01/13 to 12/31/13 |
| CAM Rent | | $ 250.16 | 6/01/13 to 12/31/13 |
| | TOTAL | $ 3,039.28 | |

After 12/31/13, the Base Rent and CAM rent will be adjusted pursuant to the terms of the Depot Sublease."

2. Delete Exhibit B-Rent Schedule dated April 30, 2013 to Amendment #2 in its entirety. Insert new Exhibit B-Rent Schedule dated June 1, 2013.

Except as specifically provided in this Amendment #4, the Amended and Restated Lease and Management Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment #4 as of the dates set out below,

Non-profit:

**SANTA FE RAILYARD COMMUNITY CORP.**

By _____

Printed Name STEVEN ROBINSON

Its PRESIDENT

CRS # 02-481098003
City of Santa Fe Business
License Registration # 0397164

City:

**CITY OF SANTA FE**

By _____
David Coss, Mayor

Attest:

_____
Yolanda Vigil, City Clerk

Approved as to form:

_____
Geno Zamora, City Attorney 8/5/13

Approved as to form:

_____
Mr. Marcos A. Tapia, Finance Director 9/27/13

SFC CLERK RECORDED 10/17/2013

M:\Irene\Agreements\Amendment #4 SFRCC 9 19 13.doc

STATE OF NEW MEXICO

§:

COUNTY OF SANTA FE

The foregoing instrument was acknowledged before me on October 1, 2013, by David Coss, Mayor of City of Santa Fe, a New Mexico municipal corporation, on its behalf.

OFFICIAL SEAL
Rosalie Cardenas
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 9-8-2016

Notary Public

My commission expires: September 8, 2016

STATE OF NEW MEXICO

§:

COUNTY OF SANTA FE

The foregoing instrument was acknowledged before me on October 7, 2013, by Steven Robinson, the President of Santa Fe Railyard Community Corporation, a New Mexico nonprofit corporation, on its behalf.

COUNTY CLERK
GERALDINE SALAZAR
SANTA FE COUNTY NEW MEXICO

Notary Public

My commission expires:
February 13, 2016

OFFICIAL SEAL
Geralyn F. Cardenas
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 2-13-2016

SFC CLERK RECORDED 10/17/2013

AMENDMENT

COUNTY OF SANTA FE )
STATE OF NEW MEXICO ) ss
PAGES: 3

I Hereby Certify That This Instrument Was Filed for Record On The 17TH Day Of October, 2013 at 09:25:43 AM And Was Duly Recorded as Instrument # 1720837 Of The Records Of Santa Fe County

Witness My Hand And Seal Of Office
Geraldine Salazar
Deputy _____ County Clerk, Santa Fe, NM

# Exhibit B - Rent Schedule - June 1, 2013

10/22/13
2:39:32 PM

| | ACTUALS | | | | | | | | PROJECTED | | | | | | | | | | | | | | | | | GRAND |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | FY2004-05 | FY2005-06 | FY2006/07 | FY2007/08 | FY2008/09 | FY2009/10 | FY2010/11 | FY2011/12 | FY2012/13 | FY2013/14 | FY2014/15 | FY2015/16 | FY2016/17 | FY2017/18 | FY2018/19 | FY2019/20 | FY2020/21 | FY2021/22 | FY2022/23 | FY2023/24 | FY2024/25 | FY2025/26 | FY2026/27 | FY2027/28 | FY2028/29 | TOTALS |
| **DEBT SERVICE** | | | | | | | | | | | | | | | | | | | | | | | | | | |
| City of Santa Fe Land Debt for acquisition costs - see below for City sanctioned debt relief credits applied | (453,822) | (452,547) | (453,221) | (453,579) | (452,582) | (454,430) | | | | | | | | | | | | | | | | | | | | (2,720,181) |
| NMFA Loan - Infrastr Phase I (8) ($579,025) per City of SF Sch interest only until 2010-2011 | 0 | 0 | 0 | (222,527) | (219,337) | (212,544) | (142,250) | (53,098) | (53,115) | (52,817) | (52,821) | (52,825) | (52,828) | (52,833) | (52,838) | (52,843) | (52,849) | (52,855) | (52,860) | 52,867 | 0 | 0 | 0 | 0 | 0 | (1,378,374) |
| NMFA Loan - Infrastr Phase II (15B) $892,227*term ends May 2026 and concurs with City SF Schedule* | 0 | 0 | 0 | 0 | 0 | 0 | (239,827) | (85,150) | (85,155) | (85,161) | (85,166) | (85,172) | (85,179) | (85,185) | (85,193) | (85,201) | (85,209) | (85,218) | (85,228) | (85,239) | (85,250) | (85,261) | 0 | 0 | 0 | (1,517,792) |
| Refinance (2010B) $10,490,000 term ends May 2026 and concurs with City of SF Schedule | 0 | 0 | 0 | 0 | 0 | 0 | (463,687) | (705,000) | (705,400) | (1,071,000) | (1,070,500) | (1,069,900) | (1,071,650) | (1,066,650) | (1,070,150) | (1,071,650) | (1,071,150) | (1,068,650) | (1,069,150) | (1,067,400) | (638,200) | (639,600) | 0 | 0 | 0 | (14,919,737) |
| **SUB-TOTAL** | **(453,822)** | **(452,547)** | **(453,221)** | **(676,106)** | **(671,919)** | **(666,974)** | **(845,764)** | **(843,248)** | **(843,670)** | **(1,208,977)** | **(1,208,486)** | **(1,207,897)** | **(1,209,657)** | **(1,204,668)** | **(1,208,181)** | **(1,209,694)** | **(1,209,208)** | **(1,206,723)** | **(1,207,238)** | **(1,099,772)** | **(723,450)** | **(724,861)** | **0** | **0** | **0** | |
| Negotiated option Contingency Relief Funds credit - Land and NMFA, per L&M Amendment #3 thru 2009-10 - $769,175 | 30,000 | 276,000 | 180,000 | 60,175 | 121,000 | 102,000 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 769,175 |
| Re-Payment of L&M Amendment #3 Debt Deferral of $769,175 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | (469,175) | (300,000) | 0 | 0 | 0 | (769,175) |
| Debt Deferral and repayment per L&M renewal of 2011and L&M Amendment 2 - $3,483,441 | 0 | 0 | 0 | 0 | 0 | 0 | **133,441** | **300,000** | **300,000** | **650,000** | **650,000** | **400,000** | **350,000** | **200,000** | **100,000** | **100,000** | **100,000** | **100,000** | **100,000** | **0** | **0** | **0** | **0** | **0** | **0** | 3,483,441 |
| Repayment of 2010-2023 Debt Deferral - $3,483,441 | 0 | 0 | 0 | 0 | 0 | 0 | | | | | | | | | | | | | | | | (200,000) | (850,000) | (1,300,000) | (1,133,441) | (3,483,441) |
| **TOTAL RENT PAYMENTS** | **(423,822)** | **(176,547)** | **(273,221)** | **(615,931)** | **(550,919)** | **(564,974)** | **(712,323)** | **(543,248)** | **(543,670)** | **(558,977)** | **(558,486)** | **(807,897)** | **(859,657)** | **(1,004,668)** | **(1,108,181)** | **(1,109,694)** | **(1,209,208)** | **(1,206,723)** | **(1,207,238)** | **(1,099,772)** | **(723,450)** | **(924,861)** | **(850,000)** | **(1,300,000)** | **0** | (18,933,468) |

**NOTES**

1. In addition to the deferrals specified above, the following credits should be applied to the Rent payable by the non-profit to the City:
   A. Ground rent and CAM rent for City's portion of the condominium interest in the Market Station building and the development parcels per Amendment 1 to the Agreement dated May 18, 2012.
   B. Ground rent and CAM rent for the lease of Parcel O, including the Santa Fe Depot building, per Amendment 4.

ITEM # 15-1031e

**CITY OF SANTA FE**
**AMENDMENT No. 5 TO**
**AMENDED AND RESTATED RAILYARD LEASE AND MANAGEMENT AGREEMENT**

This Amendment No. 5 (the "Amendment") to the City of Santa Fe Amended and Restated Railyard Lease and Management Agreement dated April 30, 2011, as amended by Amendment No. 1 dated May 18, 2012, Amendment No. 2 dated April 30, 2013, and Amendment No. 3 dated May 31, 2013 and Amendment No. 4 dated June 1, 2013 (the "Agreement") between the CITY OF SANTA FE, New Mexico ("City") and SANTA FE RAILYARD COMMUNITY CORPORATION, a New Mexico non-profit corporation ( "Non-profit") shall be effective on September 10, 2015.

**RECITALS:**

**WHEREAS:**

A. The City and the Non-profit are parties to the Amended and Restated Railyard Lease and Management Agreement, as amended above, (the "Amended and Restated Lease and Management Agreement") dated April 30, 2011, under which the Non-profit undertakes management of the "Leasehold Premises" within the "Santa Fe Railyard," as defined in the Amended and Restated Lease and Management Agreement; and

B. The parties wish to clarify that all subleases entered into by the Non-profit shall be assigned to the City when the Agreement expires.

**AGREEMENT:**

Pursuant to Section 8.01 of the Agreement, and for the good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Non-profit hereby agree to amend the Agreement as follows:

1. Add a sentence (beginning "In the event of termination or expiration of this Agreement...") after the first sentence of Section 7.03 so that the Section reads in its entirety:

"**7.03 Assignment to the City** In the event of the occurrence of any Event of Default, or prior to any election by the Non-profit to opt out of this Agreement pursuant to section 7.02 each party shall have the right to give a written notice to the other party and any person known to a party to have a mortgage or similar interest in the Non-profit's leasehold, subject to the limitations set forth in this Agreement that, on the date specified in such notice which shall be at least 60 days following the date of the notice, all of the Non-profit's interest under this Agreement shall be assigned to the City unless on or before such date all arrears of rent and all other sums payable by Non-profit under this Agreement and all costs and expenses incurred by or on behalf of City hereunder shall have been paid by Non-profit and all other Events of Default at the time existing shall have been remedied to the satisfaction of City. In the event of termination or expiration of this Agreement, the Non-profit's interest under this Agreement shall automatically be transferred and assigned to the City. If the Non-profit's

interest hereunder is transferred and assigned to the City, that interest shall not merge with the City's fee ownership of the land to the extent that and for so long as the Non-profit's interest, and that of any sublessee from the Non-profit, at the time of transfer, was subject to any leasehold mortgage, pledge, assignment of rents and profits, or other security interest, and the City shall assume the Non-profit's position and obligations hereunder. To the extent the Non-profit's interest merges with the City's fee ownership, the City shall recognize all tenants under subleases with the Non-profit as its tenants and those tenants shall attorn to the City as landlord. The remedy provided in this section 7.03 is in lieu of termination but is not intended to preclude any other remedies, including termination of this Agreement and retaking of the Leasehold Premises, available to the City."

2. Agreement in Full Force. Except as specifically provided in this Amendment No. 5, all other terms and conditions of the Agreement remain unchanged and in full force and effect, in accordance with their terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 5 as of the date set forth below,

Non-profit:

**SANTA FE RAILYARD COMMUNITY CORP.**

By _____

Printed Name STEVEN ROBINSON

Its President

CRS # 02-481098003
City of Santa Fe Business
License Registration #15-00097164

City:

**CITY OF SANTA FE**

By _____
Javier M. Gonzales, Mayor

Attest:

_____
Yolanda Vigil, City Clerk
OC mtg. 9/30/15

Approved as to Form:

_____
Kelley A. Brennan, City Attorney

Approved:

_____
Oscar S. Rodriguez, Finance Director

CITY CLERK RECORDED 10/23/2015

STATE OF NEW MEXICO )
) ss.
COUNTY OF SANTA FE )

The foregoing instrument was acknowledged before me on October 16, 2015, by Javier Gonzales, Mayor of City of Santa Fe, a New Mexico municipal corporation, on its behalf.

Melissa D. Byers
Notary Public

My commission expires: 4/23/18

OFFICIAL SEAL
MELISSA D. BYERS
Notary Public
State of New Mexico
My Comm. Expires 4-23-18

STATE OF NEW MEXICO )
) ss.
COUNTY OF SANTA FE )

The foregoing instrument was acknowledged before me on October 21, 2015, by Steven Robinson, the President of Santa Fe Railyard Community Corporation, a New Mexico nonprofit corporation, on its behalf.

Melissa D. Byers
Notary Public

My commission expires:

OFFICIAL SEAL
MELISSA D. BYERS
Notary Public
State of New Mexico
My Comm. Expires 4-23-18

COUNTY CLERK
GERALDINE SALAZAR
SANTA FE COUNTY NEW MEXICO

SFC CLERK RECORDED 10/23/2015

COUNTY OF SANTA FE )
STATE OF NEW MEXICO ) ss

AMENDMENET NO. 5
PAGES: 3

I Hereby Certify That This Instrument Was Filed for Record On The 23RD Day Of October, 2015 at 11:21:46 AM And Was Duly Recorded as Instrument # 1777909 Of The Records Of Santa Fe County

Witness My Hand And Seal Of Office
Geraldine Salazar
Deputy _____ County Clerk, Santa Fe, NM

ITEM # 16-0023

**CITY OF SANTA FE**
**AMENDMENT # 6 TO**
**AMENDED AND RESTATED RAILYARD LEASE AND MANAGEMENT AGREEMENT**

This Amendment No. 6 (the "Amendment") to the City of Santa Fe Amended and Restated Railyard Lease and Management Agreement dated April 30, 2011, as amended by Amendment #1 dated May 18, 2012, Amendment #2 dated April 30, 2013, and Amendment #3 dated May 31, 2013 Amendment #4 dated June 1, 2013, and Amendment #5 dated September 1, 2015 (the "Agreement") between the CITY OF SANTA FE, New Mexico ("City") and SANTA FE RAILYARD COMMUNITY CORPORATION, a New Mexico non-profit corporation ( "Non-profit") shall be effective on December 1, 2015.

RECITALS:

A. The City and the Non-profit are parties to the Amended and Restated Railyard Lease and Management Agreement, as amended above, (the "Amended and Restated Lease and Management Agreement") dated April 30, 2011, under which the Non-profit undertakes management of the "Leasehold Premises" within the "Santa Fe Railyard," as defined in the Amended and Restated Lease and Management Agreement.

B. The City wishes to amend Exhibit B of the Agreement to provide for additional deferrals of Rent due from the Non-profit.

C. The City wishes to amend Exhibit C of the Agreement to revise the areas of maintenance responsibilities of the City to include what was formerly known as "Parcel W" located at 705 Alarid Street. Parcel W was added to the Deed of Conservation Easement on November 3, 2014.

D. The parties wish to remove Parcel W, located at 705 Alarid Street, from the description of the Leasehold Premises.

E. The City wishes to add parcels A-3 and A-4 to the description of the Leasehold Premises.

Pursuant to Article 8.01 of the Agreement, and for the good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Non-profit agree that the Agreement is amended as follows:

1. Delete in its entirety Section 2.01 of the Agreement and replace with the following:

"2.01 **Grant of Lease Premises** The City hereby enters into this Agreement with the Non-profit for the Leasehold Premises. The Leasehold Premises shall consist of the Railyard exclusive of the following areas: the connector between the Baca and North Railyard; approximately ten (10) contiguous acres developed as a public park and Parcel W comprised of 14,129 square feet located at 705 Alarid Street, both covered by the Deed of Conservation

Easement between the City and the Trust for Public Land which was assigned to the Santa Fe Conservation Trust; the Rail Line Corridor as such term is defined in the aforementioned Conservation Easement; the area south of the Alarid Street railroad crossing; the area occupied by the underground parking garage and facilities for ingress to and egress from that garage; all public streets, alleys, and public surface parking areas within the Railyard whether existing or subsequently created; a portion of Parcel Q totaling 482 square feet; and a portion of Parcel SS in the Baca Street portion of the Railyard totaling 6,066 square feet. The Leasehold Premises shall include the following areas: a.) approximately 82 square feet adjacent to Lease Parcel E that was previously a portion of the Conservation Easement, and b.) the land in the Baca Street portion of the Railyard that was exchanged with the Santa Fe Lodge No. 2, Independent Order of Oddfellows, Inc. and Parcel A-3 comprised of 4,191 square feet. Parcel A-4 comprised of up to sixty five (65) parking spaces located in the existing parking area adjacent to Parcel A-2 shall be added to the Leased Premises effective on the commencement date of a sublease between the Non-profit and a sublease tenant for the development of a multifamily residential building. The area described above in the aggregate is depicted in Exhibit A hereto, dated December 1, 2015, and shall be hereinafter referred to as the "Leasehold Premises". Exhibit A is included for graphical information only. If any conflicts appear between Exhibit A and the text in this Agreement, the text shall prevail. Nothing herein shall be deemed to limit the addition of property owned by the City to the area covered as Leasehold Premises should such properties be added to the Railyard through the planning process or by way of acquisition by the City and so long as the Non-profit gives its written consent to the addition of the property to the Leasehold Premises and conveys fair value for any additional property."

2. Delete in its entirety Exhibit B entitled "Rent Schedule" dated April 30, 2013 and replace with the enclosed Exhibit B entitled "Rent Schedule" dated December 1, 2015.

3. Delete in its entirety Exhibit C entitled "Maintenance Responsibilities" dated April 30, 2013 and replace with the enclosed Exhibit C entitled "Maintenance Responsibilities" dated December 1, 2015. Upon the commencement date of a sublease between the Non-profit and a sublease tenant for the development of a multifamily residential building, the maintenance of Parcel A-4 shall become the responsibility of the sublease tenant.

Except as specifically provided in this Amendment #6, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment #6 as of the dates set out below,

Non-profit:

**SANTA FE RAILYARD COMMUNITY CORP.**

By _____

Printed Name STEVEN ROBINSON

Its President

CRS # 02-481098003
City of Santa Fe Business
License Registration # 15-00097164

City:

**CITY OF SANTA FE**

By _____
Javier Gonzales, Mayor

Attest:

_____
Yolanda Vigil, City Clerk
CC mtg. 1/13/16

Approved as to form:

_____
Kelley A. Brennan, City Attorney

Approved:

_____ 1-20-2016
Oscar Rodriguez, Finance Director

COUNTY CLERK
SANTA FE COUNTY NEW MEXICO
GERALDINE SALAZAR

COUNTY OF SANTA FE )
STATE OF NEW MEXICO ) ss

AMENDMENT
PAGES: 11

I Hereby Certify That This Instrument Was Filed for Record On The 25TH Day Of January, 2016 at 12:05:30 PM
And Was Duly Recorded as Instrument # 1784759
Of The Records Of Santa Fe County

Witness My Hand And Seal Of Office
Geraldine Salazar
Deputy _____ County Clerk, Santa Fe, NM

SC CLERK RECORDED 01/25/2016

STATE OF NEW MEXICO
§:
COUNTY OF SANTA FE

The foregoing instrument was acknowledged before me on January 15, 2016, by Javier Gonzales, Mayor of City of Santa Fe, a New Mexico municipal corporation, on its behalf.

Melissa D. Byers
Notary Public

My commission expires: 4-23-18

OFFICIAL SEAL
MELISSA D. BYERS
Notary Public
State of New Mexico
My Comm. Expires 4-23-18

STATE OF NEW MEXICO
§:
COUNTY OF SANTA FE

The foregoing instrument was acknowledged before me on _____, by Steven Robinson, the Board President of Santa Fe Railyard Community Corporation, a New Mexico non-profit corporation, on its behalf.

_____
Notary Public

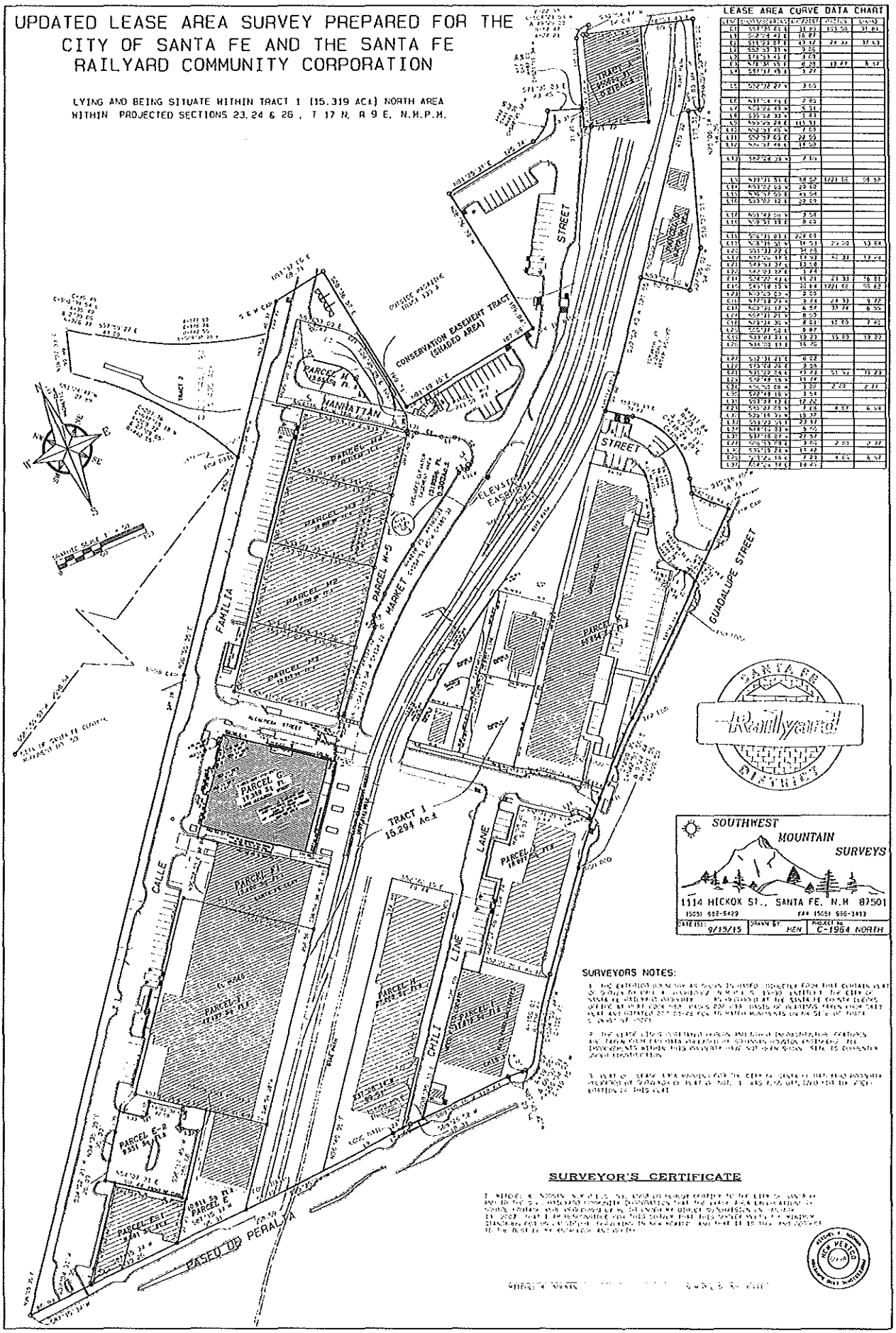
My commission expires:

CITY RECORDED 01/25/2016

OFFICIAL RECORDS OF SANTA FE COUNTY
01/25/2016 03:45:25 PM
Pages: 3

# UPDATED LEASE AREA SURVEY PREPARED FOR THE CITY OF SANTA FE AND THE SANTA FE RAILYARD COMMUNITY CORPORATION

LYING AND BEING SITUATE WITHIN TRACT 1 (15.319 AC±) NORTH AREA WITHIN PROJECTED SECTIONS 23, 24 & 26, T 17 N, R 9 E, N.M.P.M.




LEASE AREA CURVE DATA CHART

| CURVE | CURVE DATA | RADIUS | ARC LENGTH | CHORD |
|---|---|---|---|---|
| C1 | S53°36'41"E | 31.83 | 103.56 | 31.83 |
| C2 | S18°08'48"E | 15.83 | | |
| C3 | S11°22'07"E | 43.17 | 24.33 | 37.63 |
| L1 | S52°53'31"W | 9.56 | | |
| L2 | S35°54'33"E | 1.83 | | |
| L3 | S78°53'45"E | 3.19 | | |
| L4 | N78°36'15"E | 6.29 | 13.83 | 5.17 |
| L5 | S81°12'45"E | 5.27 | | |
| L6 | S52°32'27"E | 3.65 | | |
| L7 | N31°54'44"E | 2.85 | | |
| L8 | N53°24'45"W | 6.31 | | |
| L9 | S35°54'33"E | 11.83 | | |
| L10 | S55°25'24"E | 111.31 | | |
| L11 | N52°37'45"W | 7.03 | | |
| L12 | S52°37'45"E | 22.55 | | |
| L13 | N36°37'45"W | 14.50 | | |
| L14 | S82°24'28"W | 2.85 | | |
| L15 | N37°31'51"E | 18.52 | 1021.56 | 58.32 |
| L16 | N53°02'45"W | 29.00 | | |
| L17 | N35°57'55"E | 49.54 | | |
| L18 | S53°02'15"E | 32.09 | | |
| L19 | N53°45'45"W | 3.58 | | |
| L20 | N29°31'15"E | 9.00 | | |
| L21 | S36°31'01"E | 228.61 | | |
| L22 | N58°19'51"E | 14.51 | 23.00 | 13.84 |
| L23 | S51°32'22"E | 34.75 | | |
| L24 | S47°04'15"E | 13.93 | 42.33 | 13.46 |
| L25 | S29°51'37"E | 13.58 | | |
| L26 | S42°03'32"E | 3.44 | | |
| L27 | S24°22'41"E | 15.21 | 21.33 | 16.81 |
| L28 | S40°18'15"E | 33.84 | 1021.56 | 58.62 |
| L29 | N53°05'53"W | 9.59 | | |
| L30 | N37°18'27"E | 3.74 | 24.33 | 4.27 |
| L31 | N53°31'17"W | 6.57 | 33.74 | 6.55 |
| L32 | S29°51'37"E | 8.00 | | |
| L33 | N29°51'37"W | 8.00 | | |
| L34 | N53°31'37"W | 8.51 | 15.65 | 7.45 |
| L35 | S35°31'23"W | 0.87 | | |
| L36 | N31°01'31"E | 19.23 | 15.65 | 13.37 |
| L37 | N58°03'31"E | 14.76 | | |
| L38 | S32°31'21"E | 0.62 | | |
| L39 | S13°53'28"E | 9.55 | | |
| L40 | S31°02'54"E | 27.37 | 51.94 | 19.23 |
| L41 | S72°49'15"E | 13.74 | | |
| L42 | S76°53'08"W | 3.80 | 2.83 | 2.31 |
| L43 | S72°49'15"E | 3.56 | | |
| L44 | S53°31'37"E | 12.26 | | |
| L45 | S40°37'05"E | 7.18 | 4.87 | 4.54 |
| L46 | S36°18'32"W | 15.10 | | |
| L47 | S53°02'15"E | 23.17 | | |
| L48 | S44°12'31"W | 5.42 | | |
| L49 | S37°18'27"E | 22.37 | | |
| L50 | S36°55'33"W | 3.05 | 2.83 | 2.31 |
| L51 | S53°19'24"E | 12.49 | | |
| L52 | S72°49'15"E | 7.23 | 4.87 | 4.54 |
| L53 | S17°54'38"E | 19.45 | | |







SURVEYORS NOTES:

1. [illegible]

2. [illegible]

3. [illegible]

SURVEYOR'S CERTIFICATE

I, [illegible]

SFC CLERK RECORDED 01/25/2018



# UPDATED LEASE PARCEL SURVEY OF THE SOUTH AREA OF THE SANTA FE RAILYARD PREPARED FOR THE SANTA FE RAILYARD COMMUNITY CORPORATION

LYING AND BEING SITUATE WITHIN TRACT 5 (6.142 AC±)
PROJECTED SECTIONS 26 , T 17 N, R 9 E, N.M.P.M.

PASEO DE PERALTA

PARCEL A1
18,009 Sq. Ft.±

PARCEL A2
18,511 Sq. Ft.±

PARCEL A3
18,511 Sq. Ft.±

PARCEL B
41,240 Sq. Ft.±

CONSERVATION EASEMENT

TRACT 5
0.856AC±

## PARCEL A3 BOUNDARY

| L.INC | CHORD/BEARING | ARC/DIST | RADIUS | CHORD |
|---|---|---|---|---|
| 1 | N01°53'13" W | 21.00' | | |
| 2 | S87°04'57" W | 11.06' | | |
| 3 | N01°53'13" W | 4.74' | | |
| 4 | S87°04'57" W | 12.00' | | |
| 5 | S01°53'13" E | 4.74' | | |
| 6 | S87°04'57" W | 12.00' | | |
| 7 | N01°53'13" W | 14.00' | | |
| 8 | N87°04'57" E | 12.00' | | |
| 9 | N01°53'13" W | 4.74' | | |
| 10 | N87°04'57" E | 12.00' | | |
| 11 | S01°53'13" E | 4.74' | | |
| 12 | N87°04'57" E | 11.06' | | |
| 13 | S01°53'13" E | 21.00' | | |

## SOUTH RAILYARD BOUNDARY

| L.ENC | BEARING | DISTANCE |
|---|---|---|
| L1 | N/A | N/A |
| L2 | N/A | N/A |
| L3 | N/A | N/A |
| L4 | N/A | N/A |
| L5 | N/A | N/A |
| L6 | N/A | N/A |
| L7 | N/A | N/A |
| L8 | N/A | N/A |
| L9 | N/A | N/A |
| L10 | N/A | N/A |
| L11 | N/A | N/A |
| L12 | N/A | N/A |

*LEGEND:*

- EXTERIOR BOUNDARY
- MONUMENT AS NOTED
- CALCULATED BOUNDARY CORNER UNLESS IDENTIFIED AS SET
- BOUNDARY LINE
- ADJOINER BOUNDARY LINE
- OVERHEAD WIRES

SURVEYORS NOTES:

1. THE EXTERIOR BOUNDARY AS SHOWN IS BASED DIRECTLY FROM THAT CERTAIN PLAT OF SURVEY BY MARL A. RODRIGUEZ N.M.P.L.S. 13609, ENTITLED "THE CITY OF SANTA FE RAILYARD PROPERTY" AS RECORDED AT THE SANTA FE COUNTY CLERKS OFFICE AS PLAT BOOK 512, PAGES 038-039. BASIS OF BEARINGS TAKEN FROM SAID PLAT AND ROTATED 00°-06'-48" CCW TO MATCH MONUMENTS ON NW SIDE OF TRACT 5. (R&B: "S" =000)

2. THE LEASE LINES PORTRAYED HEREON AND OTHER INFRASTRUCTURE FEATURES ARE TAKEN FROM CAD DATA PREPARED BY BOHANNAN-HOUSTON ENGINEERS. ALL IMPROVEMENTS WITHIN THIS PROPERTY HAVE BEEN SHOWN UNLESS OTHERWISE NOTED

3. PLAT OF "LEASE AREA MAPPING FOR THE CITY OF SANTA FE RAILYARD PROPERTY" PREPARED BY SURVEYOR OF PLAT OF NOTE 1, WAS ALSO UTILIZED FOR THE PREPARATION OF THIS PLAT

SURVEYOR'S CERTIFICATE

I, MICHAEL R. NORMAN, N.M.P.L.S. 14, AM ABOVE DO HEREBY CERTIFY TO THE CITY OF SANTA FE AND TO THE S.F. RAILYARD COMMUNITY CORPORATION THAT THE LEASE AREA AND BOUNDARIES HERE SHOWN WERE BY ME OR UNDER MY DIRECT SUPERVISION ON AUGUST 20, 2015; THAT I AM RESPONSIBLE FOR THIS SURVEY; THAT THIS SURVEY MEETS THE MINIMUM STANDARDS FOR UNADJUSTED SURVEYING IN NEW MEXICO; AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

MICHAEL R. NORMAN, N.M.P.L.S. NO. 14

SOUTHWEST MOUNTAIN SURVEYS
1114 HICKOX ST., SANTA FE, N.M. 87501

DATE: 08/20/15 | DRAWN BY: MRN | CUSTOM S. LEASE

SFC CLERK RECORDED 01/25/2016

# UPDATED BOUNDARY SURVEY OF THE BACA PORTION OF THE SANTA FE RAILYARD AND LEASE AREAS PLAT, PREPARED FOR SANTA FE RAILYARD COMMUNITY CORPORATION

LYING AND BEING SITUATE WITHIN TRACT 7A (12.518 AC±) PROJECTED SECTIONS 26 , T 17 N. R 9 E. N.M.P.M.
CONTAINING 12.499 AC ±

SANTA FE RAILYARD COMMUNITY CORPORATION

SANTA FE RAILYARD COMMUNITY CORPORATION
RICHARD A. "ZIGGY" CZIGLER, EXECUTIVE DIRECTOR DATE

SURVEYORS NOTES

1. BASIS OF BEARINGS: GRID BEARINGS ARE BASED ON THE NEW MEXICO STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE. DISTANCES SHOWN ARE GROUND DISTANCES. TO OBTAIN GRID DISTANCES MULTIPLY BY 0.999670.

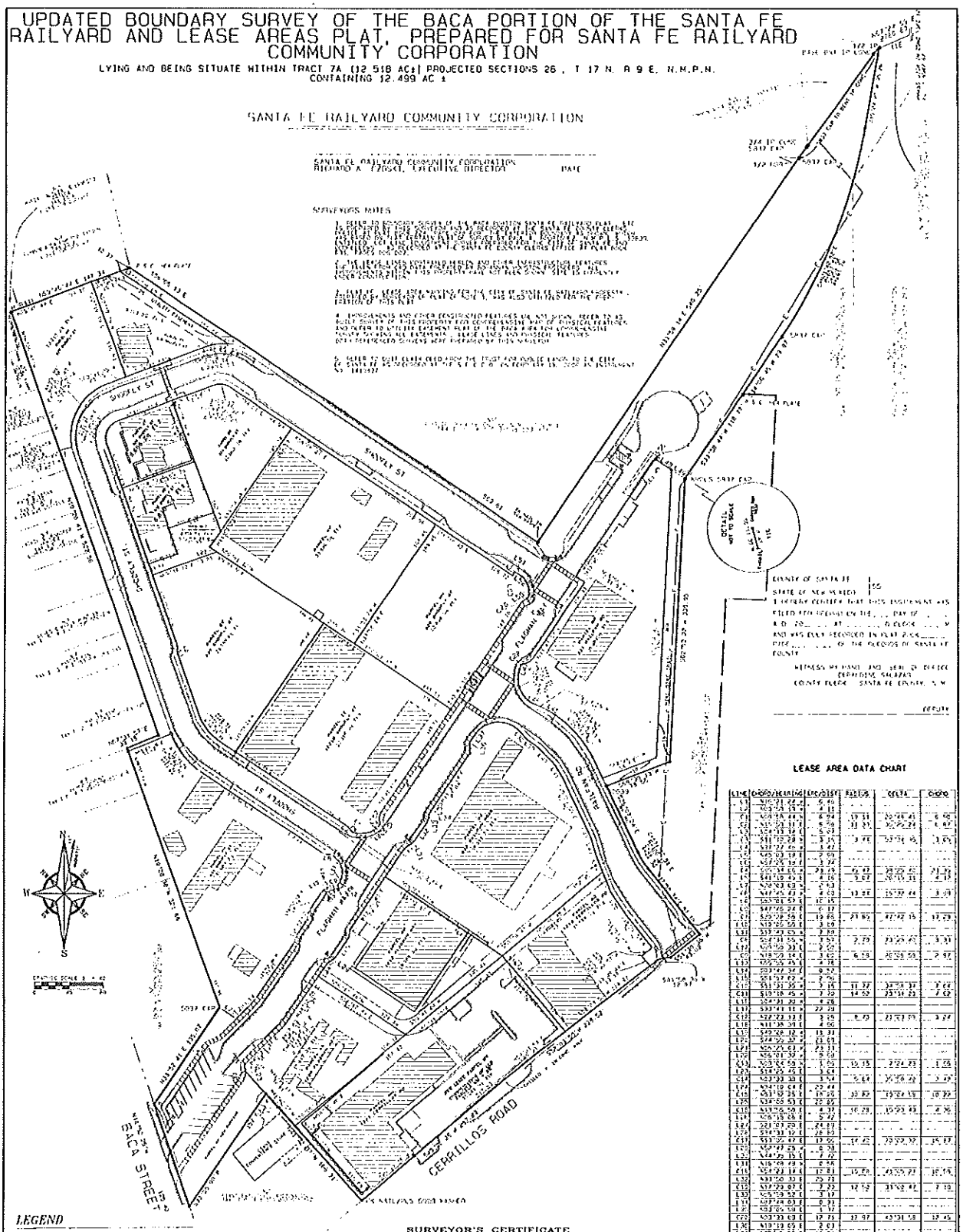
2. THE LOCATIONS SHOWN HEREON ARE BASED ON FIELD SURVEY PERFORMED BY SOUTHWEST MOUNTAIN SURVEYS.

3. SOME OF THE BOUNDARY LINES SHOWN HEREON ARE BASED ON RECORD INFORMATION AND DO NOT REPRESENT A FIELD SURVEY.

4. IMPROVEMENTS AND OTHER FEATURES ARE NOT SHOWN HEREON IN ORDER TO BE CLEAR AS TO THE PROPERTY LINES CONFIGURATION. FOR INFORMATION REGARDING IMPROVEMENTS AND OTHER FEATURES, REFER TO EXISTING SURVEY PLAT OF THE SANTA FE RAILYARD COMMUNITY CORPORATION AND/OR TO EXISTING EASEMENT PLAT OF THE SANTA FE RAILYARD COMMUNITY CORPORATION.

5. SOME OF THE EASEMENTS AND LEASE AREAS SHOWN HEREON ARE BASED ON RECORD INFORMATION AND DO NOT REPRESENT A FIELD SURVEY.

6. SOME OF THE BOUNDARY LINES SHOWN HEREON ARE BASED ON RECORD INFORMATION AND DO NOT REPRESENT A FIELD SURVEY.




COUNTY OF SANTA FE
STATE OF NEW MEXICO
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD ON THE ... DAY OF ... A.D. 20... AT ... O'CLOCK ... M. AND WAS DULY RECORDED IN PLAT BOOK ... PAGE ... OF THE RECORDS OF SANTA FE COUNTY
WITNESS MY HAND AND SEAL OF OFFICE
DEPUTY
COUNTY CLERK, SANTA FE COUNTY, N.M.

LEASE AREA DATA CHART

| LINE | BEARING/ANGLE | DIST | RADIUS | DELTA | CHORD |
|---|---|---|---|---|---|
| L1 | N16°11'22"W | 6.46 | | | |
| L2 | N03°49'15"E | 8.11 | | | |
| C1 | N43°54'11"E | 8.94 | 10.00 | 51°14'47" | 8.65 |
| L3 | N69°31'46"E | 8.78 | 10.00 | 50°19'24" | 8.50 |
| L4 | S37°07'46"E | 5.93 | | | |
| L5 | S51°10'29"W | 5.35 | 3.95 | 77°34'16" | 4.95 |
| L6 | S37°07'46"E | 5.42 | | | |
| L7 | N51°10'29"E | 2.91 | | | |
| L8 | S67°05'14"E | 3.74 | | | |
| C2 | S22°54'46"W | 23.19 | 15.00 | 88°35'22" | 20.94 |
| C3 | S61°18'23"E | 4.18 | 3.95 | 60°38'38" | 3.99 |
| L9 | N39°03'53"E | 2.63 | | | |
| C4 | N61°45'47"E | 2.63 | 10.00 | 15°04'44" | 2.62 |
| L10 | S51°10'29"W | 12.45 | | | |
| L11 | S61°18'23"E | 6.17 | | | |
| C5 | S25°28'26"E | 19.85 | 87.00 | 13°04'15" | 19.80 |
| C6 | N33°05'03"E | 3.69 | | | |
| C7 | N33°05'03"E | 3.69 | | | |
| C8 | S61°18'23"E | 3.93 | 2.79 | 80°41'41" | 3.61 |
| L12 | N51°10'29"E | 2.00 | | | |
| C9 | N18°57'39"W | 3.60 | 6.58 | 31°22'59" | 3.55 |
| L13 | N06°56'19"E | 4.78 | | | |
| L14 | S83°47'34"E | 9.42 | | | |
| L15 | N51°10'29"E | 2.00 | | | |
| C10 | S61°18'23"E | 7.76 | 11.37 | 39°08'37" | 7.61 |
| C11 | S19°18'45"E | 7.39 | 14.50 | 29°11'23" | 7.31 |
| L16 | S51°10'29"W | 4.06 | | | |
| L17 | S38°49'31"E | 4.00 | | | |
| C12 | S22°22'33"E | 3.19 | 8.73 | 21°53'59" | 3.17 |
| L18 | N61°18'23"W | 4.00 | | | |
| L19 | S38°49'31"E | 13.31 | | | |
| L20 | S51°10'29"W | 21.67 | | | |
| L21 | N06°56'19"E | 23.31 | | | |
| L22 | N06°01'39"E | 9.98 | | | |
| L23 | N03°56'09"E | 1.53 | 10.15 | 2°54'23" | 1.53 |
| C13 | S19°18'45"E | 3.64 | | | |
| C14 | S22°22'33"E | 3.54 | 8.69 | 23°20'32" | 3.51 |
| L24 | N51°10'29"E | 29.44 | | | |
| C15 | N51°10'29"E | 17.28 | 10.85 | 91°14'55" | 15.52 |
| L25 | S38°55'55"E | 22.85 | | | |
| C16 | N33°56'19"E | 8.31 | 10.28 | 15°03'48" | 8.06 |
| L26 | N06°56'19"E | 25.47 | | | |
| L27 | S83°03'41"E | 24.67 | | | |
| L28 | S06°56'19"W | 23.31 | | | |
| C17 | S51°10'29"W | 17.95 | 11.45 | 89°49'32" | 15.89 |
| L29 | N38°49'31"W | 2.38 | | | |
| L30 | N06°56'19"E | 7.72 | | | |
| L31 | N38°49'31"W | 8.55 | | | |
| C18 | N51°10'29"E | 17.81 | 10.28 | 99°15'23" | 15.76 |
| L32 | S38°55'55"E | 25.73 | | | |
| C19 | S22°22'33"E | 3.20 | 8.73 | 21°53'59" | 3.18 |
| L33 | N51°10'29"E | 2.17 | | | |
| L34 | S38°49'31"E | 8.37 | | | |
| L35 | S51°10'29"W | 2.17 | | | |
| C20 | N51°10'29"E | 19.74 | 11.37 | 99°31'58" | 17.45 |
| L36 | N38°49'31"W | 8.00 | | | |
| L37 | S51°10'29"W | 19.74 | | | |
| C21 | N33°05'03"E | 3.69 | | | |
| C22 | N33°05'03"E | 3.69 | | | |
| L38 | N51°10'29"E | 2.00 | | | |
| C23 | S61°18'23"E | 7.76 | 11.37 | 39°08'37" | 7.61 |
| C24 | S19°18'45"E | 7.39 | 14.50 | 29°11'23" | 7.31 |
| L39 | S51°10'29"W | 4.06 | | | |
| L40 | S38°49'31"E | 4.00 | | | |
| C25 | S22°22'33"E | 3.19 | 8.73 | 21°53'59" | 3.17 |
| L41 | N61°18'23"W | 4.00 | | | |
| L42 | S38°49'31"E | 13.31 | | | |
| L43 | S51°10'29"W | 21.67 | | | |
| L44 | N06°56'19"E | 23.31 | | | |
| L45 | N06°01'39"E | 9.98 | | | |
| C26 | N03°56'09"E | 1.53 | 10.15 | 2°54'23" | 1.53 |
| C27 | S19°18'45"E | 3.64 | | | |
| C28 | S22°22'33"E | 3.54 | 8.69 | 23°20'32" | 3.51 |
| L46 | N51°10'29"E | 29.44 | | | |
| C29 | N51°10'29"E | 17.28 | 10.85 | 91°14'55" | 15.52 |
| L47 | S38°55'55"E | 22.85 | | | |
| C30 | N33°56'19"E | 8.31 | 10.28 | 15°03'48" | 8.06 |
| L48 | N06°56'19"E | 25.47 | | | |
| L49 | S83°03'41"E | 24.67 | | | |
| L50 | S06°56'19"W | 23.31 | | | |
| C31 | S51°10'29"W | 17.95 | 11.45 | 89°49'32" | 15.89 |
| L51 | N38°49'31"W | 2.38 | | | |
| L52 | N06°56'19"E | 7.72 | | | |
| L53 | N38°49'31"W | 8.55 | | | |
| C32 | N51°10'29"E | 17.81 | 10.28 | 99°15'23" | 15.76 |
| L54 | S38°55'55"E | 25.73 | | | |
| C33 | S22°22'33"E | 3.20 | 8.73 | 21°53'59" | 3.18 |
| L55 | N51°10'29"E | 2.17 | | | |
| L56 | S38°49'31"E | 8.37 | | | |
| L57 | S51°10'29"W | 2.17 | | | |
| C34 | N51°10'29"E | 19.74 | 11.37 | 99°31'58" | 17.45 |
| L58 | N38°49'31"W | 8.00 | | | |
| L59 | S51°10'29"W | 19.74 | | | |
| C35 | N33°05'03"E | 3.69 | | | |
| C36 | N33°05'03"E | 3.69 | | | |
| L60 | N51°10'29"E | 2.00 | | | |
| C37 | S61°18'23"E | 7.76 | 11.37 | 39°08'37" | 7.61 |
| C38 | S19°18'45"E | 7.39 | 14.50 | 29°11'23" | 7.31 |
| L61 | S51°10'29"W | 4.06 | | | |
| L62 | S38°49'31"E | 4.00 | | | |
| C39 | S22°22'33"E | 3.19 | 8.73 | 21°53'59" | 3.17 |
| L63 | N61°18'23"W | 4.00 | | | |
| L64 | S38°49'31"E | 13.31 | | | |
| L65 | S51°10'29"W | 21.67 | | | |
| L66 | N06°56'19"E | 23.31 | | | |
| L67 | N06°01'39"E | 9.98 | | | |
| C40 | N03°56'09"E | 1.53 | 10.15 | 2°54'23" | 1.53 |
| C41 | S19°18'45"E | 3.64 | | | |
| C42 | S22°22'33"E | 3.54 | 8.69 | 23°20'32" | 3.51 |
| L68 | N51°10'29"E | 29.44 | | | |
| C43 | N51°10'29"E | 17.28 | 10.85 | 91°14'55" | 15.52 |
| L69 | S38°55'55"E | 22.85 | | | |
| C44 | N33°56'19"E | 8.31 | 10.28 | 15°03'48" | 8.06 |
| L70 | N06°56'19"E | 25.47 | | | |
| L71 | S83°03'41"E | 24.67 | | | |
| L72 | S06°56'19"W | 23.31 | | | |
| C45 | S51°10'29"W | 17.95 | 11.45 | 89°49'32" | 15.89 |
| L73 | N38°49'31"W | 2.38 | | | |
| L74 | N06°56'19"E | 7.72 | | | |
| L75 | N38°49'31"W | 8.55 | | | |
| C46 | N51°10'29"E | 17.81 | 10.28 | 99°15'23" | 15.76 |
| L76 | S38°55'55"E | 25.73 | | | |
| C47 | S22°22'33"E | 3.20 | 8.73 | 21°53'59" | 3.18 |
| L77 | N51°10'29"E | 2.17 | | | |
| L78 | S38°49'31"E | 8.37 | | | |
| L79 | S51°10'29"W | 2.17 | | | |
| C48 | N51°10'29"E | 19.74 | 11.37 | 99°31'58" | 17.45 |
| L80 | N38°49'31"W | 8.00 | | | |
| L81 | S51°10'29"W | 19.74 | | | |
| C49 | N33°05'03"E | 3.69 | | | |
| C50 | N33°05'03"E | 3.69 | | | |
| L82 | N51°10'29"E | 2.00 | | | |
| C51 | S61°18'23"E | 7.76 | 11.37 | 39°08'37" | 7.61 |
| C52 | S19°18'45"E | 7.39 | 14.50 | 29°11'23" | 7.31 |
| L83 | S51°10'29"W | 4.06 | | | |
| L84 | S38°49'31"E | 4.00 | | | |
| C53 | S22°22'33"E | 3.19 | 8.73 | 21°53'59" | 3.17 |
| L85 | N61°18'23"W | 4.00 | | | |
| L86 | S38°49'31"E | 13.31 | | | |
| L87 | S51°10'29"W | 21.67 | | | |
| L88 | N06°56'19"E | 23.31 | | | |
| L89 | N06°01'39"E | 9.98 | | | |
| C54 | N03°56'09"E | 1.53 | 10.15 | 2°54'23" | 1.53 |
| C55 | S19°18'45"E | 3.64 | | | |
| C56 | S22°22'33"E | 3.54 | 8.69 | 23°20'32" | 3.51 |
| L90 | N51°10'29"E | 29.44 | | | |
| C57 | N51°10'29"E | 17.28 | 10.85 | 91°14'55" | 15.52 |
| L91 | S38°55'55"E | 22.85 | | | |
| C58 | N33°56'19"E | 8.31 | 10.28 | 15°03'48" | 8.06 |
| L92 | N06°56'19"E | 25.47 | | | |
| L93 | S83°03'41"E | 24.67 | | | |
| L94 | S06°56'19"W | 23.31 | | | |
| C59 | S51°10'29"W | 17.95 | 11.45 | 89°49'32" | 15.89 |
| L95 | N38°49'31"W | 2.38 | | | |
| L96 | N06°56'19"E | 7.72 | | | |
| L97 | N38°49'31"W | 8.55 | | | |
| C60 | N51°10'29"E | 17.81 | 10.28 | 99°15'23" | 15.76 |
| L98 | S38°55'55"E | 25.73 | | | |
| C61 | S22°22'33"E | 3.20 | 8.73 | 21°53'59" | 3.18 |
| L99 | N51°10'29"E | 2.17 | | | |
| L100 | S38°49'31"E | 8.37 | | | |
| L101 | S51°10'29"W | 2.17 | | | |
| C62 | N51°10'29"E | 19.74 | 11.37 | 99°31'58" | 17.45 |
| L102 | N38°49'31"W | 8.00 | | | |
| L103 | S51°10'29"W | 19.74 | | | |
| C63 | N33°05'03"E | 3.69 | | | |
| C64 | N33°05'03"E | 3.69 | | | |
| L104 | N51°10'29"E | 2.00 | | | |
| C65 | S61°18'23"E | 7.76 | 11.37 | 39°08'37" | 7.61 |
| C66 | S19°18'45"E | 7.39 | 14.50 | 29°11'23" | 7.31 |
| L105 | S51°10'29"W | 4.06 | | | |
| L106 | S38°49'31"E | 4.00 | | | |
| C67 | S22°22'33"E | 3.19 | 8.73 | 21°53'59" | 3.17 |
| L107 | N61°18'23"W | 4.00 | | | |
| L108 | S38°49'31"E | 13.31 | | | |
| L109 | S51°10'29"W | 21.67 | | | |
| L110 | N06°56'19"E | 23.31 | | | |
| L111 | N06°01'39"E | 9.98 | | | |
| C68 | N03°56'09"E | 1.53 | 10.15 | 2°54'23" | 1.53 |
| C69 | S19°18'45"E | 3.64 | | | |
| C70 | S22°22'33"E | 3.54 | 8.69 | 23°20'32" | 3.51 |
| L112 | N51°10'29"E | 29.44 | | | |
| C71 | N51°10'29"E | 17.28 | 10.85 | 91°14'55" | 15.52 |
| L113 | S38°55'55"E | 22.85 | | | |
| C72 | N33°56'19"E | 8.31 | 10.28 | 15°03'48" | 8.06 |
| L114 | N06°56'19"E | 25.47 | | | |
| L115 | S83°03'41"E | 24.67 | | | |
| L116 | S06°56'19"W | 23.31 | | | |
| C73 | S51°10'29"W | 17.95 | 11.45 | 89°49'32" | 15.89 |
| L117 | N38°49'31"W | 2.38 | | | |
| L118 | N06°56'19"E | 7.72 | | | |
| L119 | N38°49'31"W | 8.55 | | | |
| C74 | N51°10'29"E | 17.81 | 10.28 | 99°15'23" | 15.76 |
| L120 | S38°55'55"E | 25.73 | | | |
| C75 | S22°22'33"E | 3.20 | 8.73 | 21°53'59" | 3.18 |
| L121 | N51°10'29"E | 2.17 | | | |
| L122 | S38°49'31"E | 8.37 | | | |
| L123 | S51°10'29"W | 2.17 | | | |
| C76 | N51°10'29"E | 19.74 | 11.37 | 99°31'58" | 17.45 |
| L124 | N38°49'31"W | 8.00 | | | |
| L125 | S51°10'29"W | 19.74 | | | |
| C77 | N33°05'03"E | 3.69 | | | |
| C78 | N33°05'03"E | 3.69 | | | |
| L126 | N51°10'29"E | 2.00 | | | |
| C79 | S61°18'23"E | 7.76 | 11.37 | 39°08'37" | 7.61 |
| C80 | S19°18'45"E | 7.39 | 14.50 | 29°11'23" | 7.31 |
| L127 | S51°10'29"W | 4.06 | | | |
| L128 | S38°49'31"E | 4.00 | | | |
| C81 | S22°22'33"E | 3.19 | 8.73 | 21°53'59" | 3.17 |
| L129 | N61°18'23"W | 4.00 | | | |
| L130 | S38°49'31"E | 13.31 | | | |
| L131 | S51°10'29"W | 21.67 | | | |
| L132 | N06°56'19"E | 23.31 | | | |
| L133 | N06°01'39"E | 9.98 | | | |
| C82 | N03°56'09"E | 1.53 | 10.15 | 2°54'23" | 1.53 |
| C83 | S19°18'45"E | 3.64 | | | |
| C84 | S22°22'33"E | 3.54 | 8.69 | 23°20'32" | 3.51 |
| L134 | N51°10'29"E | 29.44 | | | |
| C85 | N51°10'29"E | 17.28 | 10.85 | 91°14'55" | 15.52 |
| L135 | S38°55'55"E | 22.85 | | | |
| C86 | N33°56'19"E | 8.31 | 10.28 | 15°03'48" | 8.06 |
| L136 | N06°56'19"E | 25.47 | | | |
| L137 | S83°03'41"E | 24.67 | | | |
| L138 | S06°56'19"W | 23.31 | | | |
| C87 | S51°10'29"W | 17.95 | 11.45 | 89°49'32" | 15.89 |
| L139 | N38°49'31"W | 2.38 | | | |
| L140 | N06°56'19"E | 7.72 | | | |
| L141 | N38°49'31"W | 8.55 | | | |
| C88 | N51°10'29"E | 17.81 | 10.28 | 99°15'23" | 15.76 |
| L142 | S38°55'55"E | 25.73 | | | |
| C89 | S22°22'33"E | 3.20 | 8.73 | 21°53'59" | 3.18 |
| L143 | N51°10'29"E | 2.17 | | | |
| L144 | S38°49'31"E | 8.37 | | | |
| L145 | S51°10'29"W | 2.17 | | | |
| C90 | N51°10'29"E | 19.74 | 11.37 | 99°31'58" | 17.45 |
| L146 | N38°49'31"W | 8.00 | | | |
| L147 | S51°10'29"W | 19.74 | | | |
| C91 | N33°05'03"E | 3.69 | | | |
| C92 | N33°05'03"E | 3.69 | | | |
| L148 | N51°10'29"E | 2.00 | | | |
| C93 | S61°18'23"E | 7.76 | 11.37 | 39°08'37" | 7.61 |
| C94 | S19°18'45"E | 7.39 | 14.50 | 29°11'23" | 7.31 |
| L149 | S51°10'29"W | 4.06 | | | |
| L150 | S38°49'31"E | 4.00 | | | |
| C95 | S22°22'33"E | 3.19 | 8.73 | 21°53'59" | 3.17 |
| L151 | N61°18'23"W | 4.00 | | | |
| L152 | S38°49'31"E | 13.31 | | | |
| L153 | S51°10'29"W | 21.67 | | | |
| L154 | N06°56'19"E | 23.31 | | | |
| L155 | N06°01'39"E | 9.98 | | | |
| C96 | N03°56'09"E | 1.53 | 10.15 | 2°54'23" | 1.53 |
| C97 | S19°18'45"E | 3.64 | | | |
| C98 | S22°22'33"E | 3.54 | 8.69 | 23°20'32" | 3.51 |
| L156 | N51°10'29"E | 29.44 | | | |
| C99 | N51°10'29"E | 17.28 | 10.85 | 91°14'55" | 15.52 |
| L157 | S38°55'55"E | 22.85 | | | |
| C100 | N33°56'19"E | 8.31 | 10.28 | 15°03'48" | 8.06 |
| L158 | N06°56'19"E | 25.47 | | | |
| L159 | S83°03'41"E | 24.67 | | | |
| L160 | S06°56'19"W | 23.31 | | | |
| C101 | S51°10'29"W | 17.95 | 11.45 | 89°49'32" | 15.89 |
| L161 | N38°49'31"W | 2.38 | | | |
| L162 | N06°56'19"E | 7.72 | | | |
| L163 | N38°49'31"W | 8.55 | | | |
| C102 | N51°10'29"E | 17.81 | 10.28 | 99°15'23" | 15.76 |
| L164 | S38°55'55"E | 25.73 | | | |
| C103 | S22°22'33"E | 3.20 | 8.73 | 21°53'59" | 3.18 |
| L165 | N51°10'29"E | 2.17 | | | |
| L166 | S38°49'31"E | 8.37 | | | |
| L167 | S51°10'29"W | 2.17 | | | |
| C104 | N51°10'29"E | 19.74 | 11.37 | 99°31'58" | 17.45 |
| L168 | N38°49'31"W | 8.00 | | | |
| L169 | S51°10'29"W | 19.74 | | | |
| C105 | N33°05'03"E | 3.69 | | | |
| C106 | N33°05'03"E | 3.69 | | | |
| L170 | N51°10'29"E | 2.00 | | | |
| C107 | S61°18'23"E | 7.76 | 11.37 | 39°08'37" | 7.61 |
| C108 | S19°18'45"E | 7.39 | 14.50 | 29°11'23" | 7.31 |
| L171 | S51°10'29"W | 4.06 | | | |
| L172 | S38°49'31"E | 4.00 | | | |
| C109 | S22°22'33"E | 3.19 | 8.73 | 21°53'59" | 3.17 |
| L173 | N61°18'23"W | 4.00 | | | |
| L174 | S38°49'31"E | 13.31 | | | |
| L175 | S51°10'29"W | 21.67 | | | |
| L176 | N06°56'19"E | 23.31 | | | |
| L177 | N06°01'39"E | 9.98 | | | |
| C110 | N03°56'09"E | 1.53 | 10.15 | 2°54'23" | 1.53 |
| C111 | S19°18'45"E | 3.64 | | | |
| C112 | S22°22'33"E | 3.54 | 8.69 | 23°20'32" | 3.51 |
| L178 | N51°10'29"E | 29.44 | | | |
| C113 | N51°10'29"E | 17.28 | 10.85 | 91°14'55" | 15.52 |
| L179 | S38°55'55"E | 22.85 | | | |
| C114 | N33°56'19"E | 8.31 | 10.28 | 15°03'48" | 8.06 |
| L180 | N06°56'19"E | 25.47 | | | |
| L181 | S83°03'41"E | 24.67 | | | |
| L182 | S06°56'19"W | 23.31 | | | |
| C115 | S51°10'29"W | 17.95 | 11.45 | 89°49'32" | 15.89 |
| L183 | N38°49'31"W | 2.38 | | | |
| L184 | N06°56'19"E | 7.72 | | | |
| L185 | N38°49'31"W | 8.55 | | | |
| C116 | N51°10'29"E | 17.81 | 10.28 | 99°15'23" | 15.76 |
| L186 | S38°55'55"E | 25.73 | | | |
| C117 | S22°22'33"E | 3.20 | 8.73 | 21°53'59" | 3.18 |
| L187 | N51°10'29"E | 2.17 | | | |
| L188 | S38°49'31"E | 8.37 | | | |
| L189 | S51°10'29"W | 2.17 | | | |
| C118 | N51°10'29"E | 19.74 | 11.37 | 99°31'58" | 17.45 |
| L190 | N38°49'31"W | 8.00 | | | |
| L191 | S51°10'29"W | 19.74 | | | |
| C119 | N33°05'03"E | 3.69 | | | |
| C120 | N33°05'03"E | 3.69 | | | |
| L192 | N51°10'29"E | 2.00 | | | |
| C121 | S61°18'23"E | 7.76 | 11.37 | 39°08'37" | 7.61 |
| C122 | S19°18'45"E | 7.39 | 14.50 | 29°11'23" | 7.31 |
| L193 | S51°10'29"W | 4.06 | | | |
| L194 | S38°49'31"E | 4.00 | | | |
| C123 | S22°22'33"E | 3.19 | 8.73 | 21°53'59" | 3.17 |
| L195 | N61°18'23"W | 4.00 | | | |
| L196 | S38°49'31"E | 13.31 | | | |
| L197 | S51°10'29"W | 21.67 | | | |
| L198 | N06°56'19"E | 23.31 | | | |
| L199 | N06°01'39"E | 9.98 | | | |
| C124 | N03°56'09"E | 1.53 | 10.15 | 2°54'23" | 1.53 |
| C125 | S19°18'45"E | 3.64 | | | |
| C126 | S22°22'33"E | 3.54 | 8.69 | 23°20'32" | 3.51 |
| L200 | N51°10'29"E | 29.44 | | | |
| C127 | N51°10'29"E | 17.28 | 10.85 | 91°14'55" | 15.52 |
| L201 | S38°55'55"E | 22.85 | | | |
| C128 | N33°56'19"E | 8.31 | 10.28 | 15°03'48" | 8.06 |
| L202 | N06°56'19"E | 25.47 | | | |
| L203 | S83°03'41"E | 24.67 | | | |
| L204 | S06°56'19"W | 23.31 | | | |
| C129 | S51°10'29"W | 17.95 | 11.45 | 89°49'32" | 15.89 |
| L205 | N38°49'31"W | 2.38 | | | |
| L206 | N06°56'19"E | 7.72 | | | |
| L207 | N38°49'31"W | 8.55 | | | |
| C130 | N51°10'29"E | 17.81 | 10.28 | 99°15'23" | 15.76 |
| L208 | S38°55'55"E | 25.73 | | | |
| C131 | S22°22'33"E | 3.20 | 8.73 | 21°53'59" | 3.18 |
| L209 | N51°10'29"E | 2.17 | | | |
| L210 | S38°49'31"E | 8.37 | | | |
| L211 | S51°10'29"W | 2.17 | | | |
| C132 | N51°10'29"E | 19.74 | 11.37 | 99°31'58" | 17.45 |
| L212 | N38°49'31"W | 8.00 | | | |
| L213 | S51°10'29"W | 19.74 | | | |
| C133 | N33°05'03"E | 3.69 | | | |
| C134 | N33°05'03"E | 3.69 | | | |
| L214 | N51°10'29"E | 2.00 | | | |
| C135 | S61°18'23"E | 7.76 | 11.37 | 39°08'37" | 7.61 |
| C136 | S19°18'45"E | 7.39 | 14.50 | 29°11'23" | 7.31 |
| L215 | S51°10'29"W | 4.06 | | | |
| L216 | S38°49'31"E | 4.00 | | | |
| C137 | S22°22'33"E | 3.19 | 8.73 | 21°53'59" | 3.17 |
| L217 | N61°18'23"W | 4.00 | | | |
| L218 | S38°49'31"E | 13.31 | | | |
| L219 | S51°10'29"W | 21.67 | | | |
| L220 | N06°56'19"E | 23.31 | | | |
| L221 | N06°01'39"E | 9.98 | | | |
| C138 | N03°56'09"E | 1.53 | 10.15 | 2°54'23" | 1.53 |
| C139 | S19°18'45"E | 3.64 | | | |
| C140 | S22°22'33"E | 3.54 | 8.69 | 23°20'32" | 3.51 |
| L222 | N51°10'29"E | 29.44 | | | |
| C141 | N51°10'29"E | 17.28 | 10.85 | 91°14'55" | 15.52 |
| L223 | S38°55'55"E | 22.85 | | | |
| C142 | N33°56'19"E | 8.31 | 10.28 | 15°03'48" | 8.06 |
| L224 | N06°56'19"E | 25.47 | | | |
| L225 | S83°03'41"E | 24.67 | | | |
| L226 | S06°56'19"W | 23.31 | | | |
| C143 | S51°10'29"W | 17.95 | 11.45 | 89°49'32" | 15.89 |
| L227 | N38°49'31"W | 2.38 | | | |
| L228 | N06°56'19"E | 7.72 | | | |
| L229 | N38°49'31"W | 8.55 | | | |
| C144 | N51°10'29"E | 17.81 | 10.28 | 99°15'23" | 15.76 |
| L230 | S38°55'55"E | 25.73 | | | |
| C145 | S22°22'33"E | 3.20 | 8.73 | 21°53'59" | 3.18 |
| L231 | N51°10'29"E | 2.17 | | | |
| L232 | S38°49'31"E | 8.37 | | | |
| L233 | S51°10'29"W | 2.17 | | | |
| C146 | N51°10'29"E | 19.74 | 11.37 | 99°31'58" | 17.45 |
| L234 | N38°49'31"W | 8.00 | | | |
| L235 | S51°10'29"W | 19.74 | | | |
| C147 | N33°05'03"E | 3.69 | | | |
| C148 | N33°05'03"E | 3.69 | | | |
| L236 | N51°10'29"E | 2.00 | | | |
| C149 | S61°18'23"E | 7.76 | 11.37 | 39°08'37" | 7.61 |
| C150 | S19°18'45"E | 7.39 | 14.50 | 29°11'23" | 7.31 |
| L237 | S51°10'29"W | 4.06 | | | |
| L238 | S38°49'31"E | 4.00 | | | |
| C151 | S22°22'33"E | 3.19 | 8.73 | 21°53'59" | 3.17 |
| L239 | N61°18'23"W | 4.00 | | | |
| L240 | S38°49'31"E | 13.31 | | | |
| L241 | S51°10'29"W | 21.67 | | | |
| L242 | N06°56'19"E | 23.31 | | | |
| L243 | N06°01'39"E | 9.98 | | | |
| C152 | N03°56'09"E | 1.53 | 10.15 | 2°54'23" | 1.53 |
| C153 | S19°18'45"E | 3.64 | | | |
| C154 | S22°22'33"E | 3.54 | 8.69 | 23°20'32" | 3.51 |
| L244 | N51°10'29"E | 29.44 | | | |
| C155 | N51°10'29"E | 17.28 | 10.85 | 91°14'55" | 15.52 |
| L245 | S38°55'55"E | 22.85 | | | |
| C156 | N33°56'19"E | 8.31 | 10.28 | 15°03'48" | 8.06 |
| L246 | N06°56'19"E | 25.47 | | | |
| L247 | S83°03'41"E | 24.67 | | | |
| L248 | S06°56'19"W | 23.31 | | | |
| C157 | S51°10'29"W | 17.95 | 11.45 | 89°49'32" | 15.89 |
| L249 | N38°49'31"W | 2.38 | | | |
| L250 | N06°56'19"E | 7.72 | | | |
| L251 | N38°49'31"W | 8.55 | | | |
| C158 | N51°10'29"E | 17.81 | 10.28 | 99°15'23" | 15.76 |
| L252 | S38°55'55"E | 25.73 | | | |
| C159 | S22°22'33"E | 3.20 | 8.73 | 21°53'59" | 3.18 |
| L253 | N51°10'29"E | 2.17 | | | |
| L254 | S38°49'31"E | 8.37 | | | |
| L255 | S51°10'29"W | 2.17 | | | |
| C160 | N51°10'29"E | 19.74 | 11.37 | 99°31'58" | 17.45 |
| L256 | N38°49'31"W | 8.00 | | | |
| L257 | S51°10'29"W | 19.74 | | | |
| C161 | N33°05'03"E | 3.69 | | | |
| C162 | N33°05'03"E | 3.69 | | | |
| L258 | N51°10'29"E | 2.00 | | | |
| C163 | S61°18'23"E | 7.76 | 11.37 | 39°08'37" | 7.61 |
| C164 | S19°18'45"E | 7.39 | 14.50 | 29°11'23" | 7.31 |
| L259 | S51°10'29"W | 4.06 | | | |
| L260 | S38°49'31"E | 4.00 | | | |
| C165 | S22°22'33"E | 3.19 | 8.73 | 21°53'59" | 3.17 |
| L261 | N61°18'23"W | 4.00 | | | |
| L262 | S38°49'31"E | 13.31 | | | |
| L263 | S51°10'29"W | 21.67 | | | |
| L264 | N06°56'19"E | 23.31 | | | |
| L265 | N06°01'39"E | 9.98 | | | |
| C166 | N03°56'09"E | 1.53 | 10.15 | 2°54'23" | 1.53 |
| C167 | S19°18'45"E | 3.64 | | | |
| C168 | S22°22'33"E | 3.54 | 8.69 | 23°20'32" | 3.51 |
| L266 | N51°10'29"E | 29.44 | | | |
| C169 | N51°10'29"E | 17.28 | 10.85 | 91°14'55" | 15.52 |
| L267 | S38°55'55"E | 22.85 | | | |
| C170 | N33°56'19"E | 8.31 | 10.28 | 15°03'48" | 8.06 |
| L268 | N06°56'19"E | 25.47 | | | |
| L269 | S83°03'41"E | 24.67 | | | |
| L270 | S06°56'19"W | 23.31 | | | |
| C171 | S51°10'29"W | 17.95 | 11.45 | 89°49'32" | 15.89 |
| L271 | N38°49'31"W | 2.38 | | | |
| L272 | N06°56'19"E | 7.72 | | | |
| L273 | N38°49'31"W | 8.55 | | | |
| C172 | N51°10'29"E | 17.81 | 10.28 | 99°15'23" | 15.76 |
| L274 | S38°55'55"E | 25.73 | | | |
| C173 | S22°22'33"E | 3.20 | 8.73 | 21°53'59" | 3.18 |
| L275 | N51°10'29"E | 2.17 | | | |
| L276 | S38°49'31"E | 8.37 | | | |
| L277 | S51°10'29"W | 2.17 | | | |
| C174 | N51°10'29"E | 19.74 | 11.37 | 99°31'58" | 17.45 |
| L278 | N38°49'31"W | 8.00 | | | |
| L279 | S51°10'29"W | 19.74 | | | |
| C175 | N33°05'03"E | 3.69 | | | |
| C176 | N33°05'03"E | 3.69 | | | |
| L280 | N51°10'29"E | 2.00 | | | |
| C177 | S61°18'23"E | 7.76 | 11.37 | 39°08'37" | 7.61 |
| C178 | S19°18'45"E | 7.39 | 14.50 | 29°11'23" | 7.31 |
| L281 | S51°10'29"W | 4.06 | | | |
| L282 | S38°49'31"E | 4.00 | | | |
| C179 | S22°22'33"E | 3.19 | 8.73 | 21°53'59" | 3.17 |
| L283 | N61°18'23"W | 4.00 | | | |
| L284 | S38°49'31"E | 13.31 | | | |
| L285 | S51°10'29"W | 21.67 | | | |
| L286 | N06°56'19"E | 23.31 | | | |
| L287 | N06°01'39"E | 9.98 | | | |
| C180 | N03°56'09"E | 1.53 | 10.15 | 2°54'23" | 1.53 |
| C181 | S19°18'45"E | 3.64 | | | |
| C182 | S22°22'33"E | 3.54 | 8.69 | 23°20'32" | 3.51 |
| L288 | N51°10'29"E | 29.44 | | | |
| C183 | N51°10'29"E | 17.28 | 10.85 | 91°14'55" | 15.52 |
| L289 | S38°55'55"E | 22.85 | | | |
| C184 | N33°56'19"E | 8.31 | 10.28 | 15°03'48" | 8.06 |
| L290 | N06°56'19"E | 25.47 | | | |
| L291 | S83°03'41"E | 24.67 | | | |
| L292 | S06°56'19"W | 23.31 | | | |
| C185 | S51°10'29"W | 17.95 | 11.45 | 89°49'32" | 15.89 |
| L293 | N38°49'31"W | 2.38 | | | |
| L294 | N06°56'19"E | 7.72 | | | |
| L295 | N38°49'31"W | 8.55 | | | |
| C186 | N51°10'29"E | 17.81 | 10.28 | 99°15'23" | 15.76 |
| L296 | S38°55'55"E | 25.73 | | | |
| C187 | S22°22'33"E | 3.20 | 8.73 | 21°53'59" | 3.18 |
| L297 | N51°10'29"E | 2.17 | | | |
| L298 | S38°49'31"E | 8.37 | | | |
| L299 | S51°10'29"W | 2.17 | | | |
| C188 | N51°10'29"E | 19.74 | 11.37 | 99°31'58" | 17.45 |
| L300 | N38°49'31"W | 8.00 | | | |
| L301 | S51°10'29"W | 19.74 | | | |
| C189 | N33°05'03"E | 3.69 | | | |
| C190 | N33°05'03"E | 3.69 | | | |
| L302 | N51°10'29"E | 2.00 | | | |
| C191 | S61°18'23"E | 7.76 | 11.37 | 39°08'37" | 7.61 |
| C192 | S19°18'45"E | 7.39 | 14.50 | 29°11'23" | 7.31 |
| L303 | S51°10'29"W | 4.06 | | | |
| L304 | S38°49'31"E | 4.00 | | | |
| C193 | S22°22'33"E | 3.19 | 8.73 | 21°53'59" | 3.17 |
| L305 | N61°18'23"W | 4.00 | | | |
|

City of Santa Fe
NEWS RELEASE

# Second Public Meeting on Short-Term Rentals

*Opportunity To Provide Input On City Approach To Booming Rental Market*

January 20, 2015

**For Immediate Release**

Contact: John Feins, TOURISM Santa Fe; jgfeins@santafenm.gov, (505) 955-6221

**Santa Fe, NM** – After a successful and well-attended public meeting on January 7th, the City of Santa Fe is holding a second meeting to give folks who could not make it the first time an opportunity to comment on the City's approach to the short term rental market.

A recent staff report to the Santa Fe City Council determined that in spite of a 350 permit limitation on short term rentals in the existing Short Term Rental Ordinance, there appear to be more than 1,000 in operation with 439 being offered through AirBnB alone.

Interested parties have the opportunity to provide feedback on the report, short term rentals in general, and the remedial solutions under consideration at an informal meeting on **Thursday, January 28 at 5:00pm** in the Peralta Room at The Santa Fe Community Convention Center.

This is the second in the series of public meetings, intended to give those who could not attend the first a chance to voice their concerns. Input received at the first meeting will be combined with input received at this one and reported to the City Council on February 10th.

###

SFC CLERK RECORDED 01/25/2016

# Exhibit B - Rent Schedule - December 1, 2015

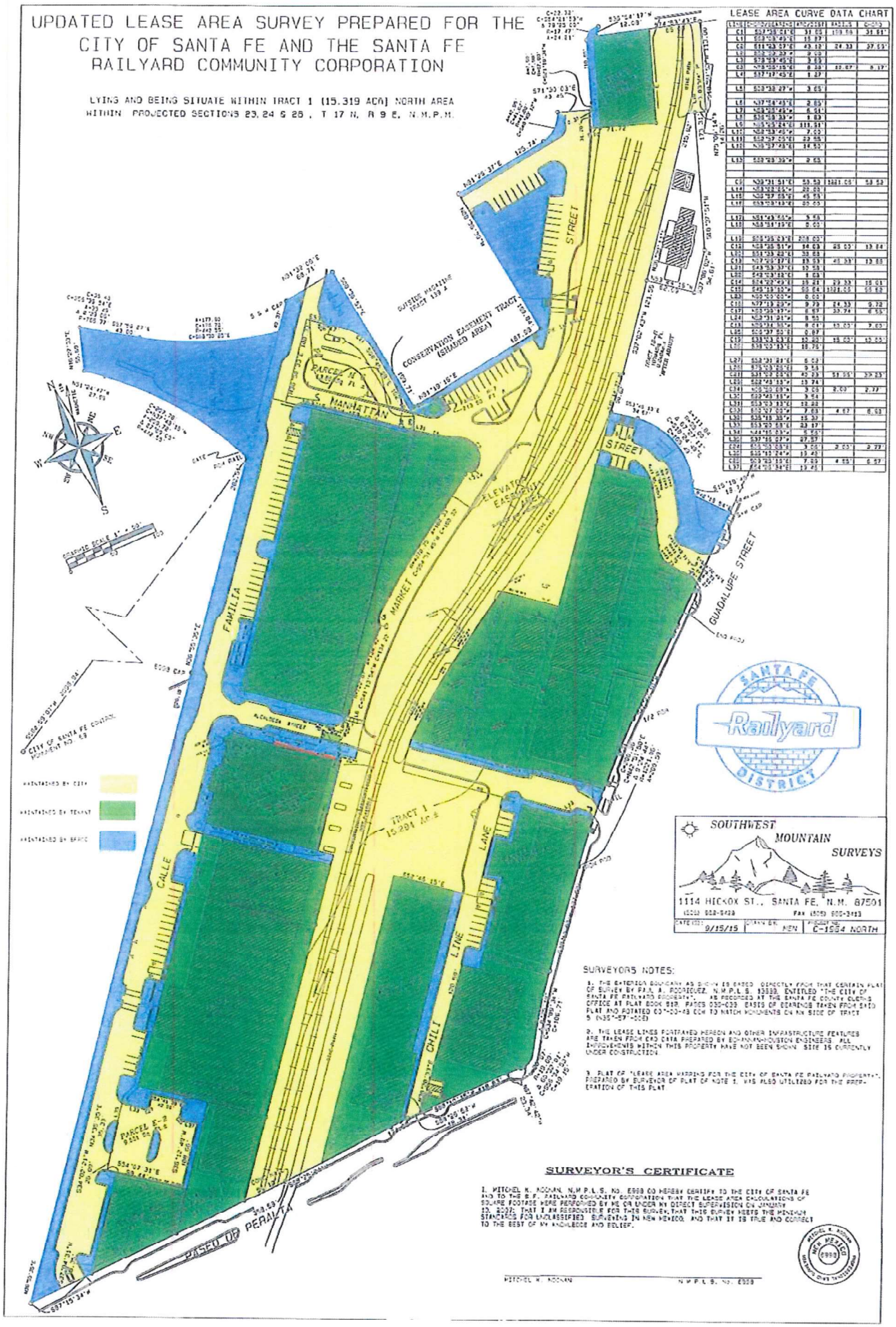
11/10/2015
5:21:05 PM

| | ACTUALS | | | | | | | | | | | PROJECTED | | | | | | | | | | | | | GRAND TOTALS |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | FY2002-05 | FY2005-06 | FY2006/07 | FY2007/08 | FY2008/09 | FY2009/10 | FY2010/11 | FY2011/12 | FY2012/13 | FY2013/14 | FY2014/15 | FY2015/16 | FY2016/17 | FY2017/18 | FY2018/19 | FY2019/20 | FY2020/21 | FY2021/22 | FY2022/23 | FY2023/24 | FY2024/25 | FY2025/26 | FY2026/27 | FY2027/28 | FY2028/29 | |
| DEBT SERVICE | | | | | | | | | | | | | | | | | | | | | | | | | |
| City of Santa Fe Land Debt for acquisition costs - see below for City sanctioned debt relief credits applied | (1,183,724) | (452,547) | (453,221) | (453,579) | (452,582) | (454,430) | | | | | | | | | | | | | | | | | | | (3,450,083) |
| NMFA Loan - Infrastr Phase I (B) ($579,025) per City of SF Sch Interest only until 2010-2011 | 0 | 0 | 0 | (222,527) | (219,337) | (212,544) | (142,250) | (53,098) | (53,115) | (52,817) | (52,821) | (52,825) | (52,828) | (52,833) | (52,838) | (52,843) | (52,849) | (52,855) | (52,860) | (52,867) | 0 | 0 | 0 | 0 | 0 | (1,484,107) |
| NMFA Loan - Infrastr Phase II (15B) $892,227 *term ends May 2026 and concurs with City SF Schedule* | 0 | 0 | 0 | 0 | 0 | 0 | (239,827) | (85,150) | (85,155) | (85,161) | (85,166) | (85,172) | (85,179) | (85,185) | (85,193) | (85,201) | (85,209) | (85,218) | (85,228) | (85,239) | (85,250) | (85,261) | 0 | 0 | 0 | (1,517,792) |
| Refinance (2010B) $10,490,000 term ends May 2026 and concurs with City of SF Schedule | 0 | 0 | 0 | 0 | 0 | 0 | (463,688) | (705,000) | (705,400) | (1,071,000) | (1,070,500) | (1,069,900) | (1,071,650) | (1,066,650) | (1,070,150) | (1,071,650) | (1,071,150) | (1,068,650) | (1,069,150) | (1,067,400) | (638,200) | (639,600) | 0 | 0 | 0 | (14,919,738) |
| SUB-TOTAL | (1,183,724) | (452,547) | (453,221) | (676,106) | (671,919) | (666,974) | (845,765) | (843,248) | (843,670) | (1,208,977) | (1,208,486) | (1,207,897) | (1,209,657) | (1,204,668) | (1,208,181) | (1,209,694) | (1,209,208) | (1,206,723) | (1,207,238) | (1,205,505) | (723,450) | (724,861) | 0 | 0 | 0 | (21,371,720) |
| Negotiated option Contingency Relief Funds credit - Land and NMFA, per L&M Amendment #3 thru 2009-10 - $769,175 | 30,000 | 276,000 | 180,000 | 60,175 | 121,000 | 102,000 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 769,175 |
| Re-Payment of L&M Amendment #3 Debt Deferral of $769,175 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | (469,175) | (300,000) | 0 | 0 | 0 | (769,175) |
| Debt Deferral and repayment per L&M renewal of 2011and L&M Amendment 2 - $3,483,441 | 0 | 0 | 0 | 0 | 0 | 0 | 133,441 | 300,000 | 300,000 | 650,000 | 650,000 | 400,000 | 600,000 | 350,000 | 200,000 | 200,000 | 100,000 | 100,000 | 100,000 | 0 | 0 | 0 | 0 | 0 | 0 | 4,083,441 |
| Repayment of 2010-2023 Debt Deferral - $3,483,441 | 0 | 0 | 0 | 0 | 0 | 0 | | | | | | | | | | | | | | | (200,000) | (500,000) | (950,000) | (1,300,000) | (1,133,441) | (4,083,441) |
| TOTAL RENT PAYMENTS | (1,153,724) | (176,547) | (273,221) | (615,931) | (550,919) | (564,974) | (712,324) | (543,248) | (543,670) | (558,977) | (558,486) | (807,897) | (609,657) | (854,668) | (1,008,181) | (1,009,694) | (1,109,208) | (1,106,723) | (1,107,238) | (1,205,505) | (1,392,625) | (1,524,861) | (950,000) | (1,300,000) | (1,133,441) | (21,371,720) |

NOTES

1. In addition to the deferrals specified above, the following credits are applied to the Rent payable by the Non-profit to the City:
   A. Ground rent and CAM rent for City's portion of the condominium interest in the Market Station building and the development parcels per Amendment 1 to the Agreement dated May 18, 2012.
   B. Ground rent and CAM rent for the lease of Parcel O, including the Santa Fe Depot building, per Amendment 4 dated June 1, 2013.
   C. Payment of $243,478 made in FY2002-03, $486,424 in FY2003-04 and $453,833 made in FY2004-05. $30,000 deferral for FY2004-05.

SFC CLERK RECORDED 01/25/2016

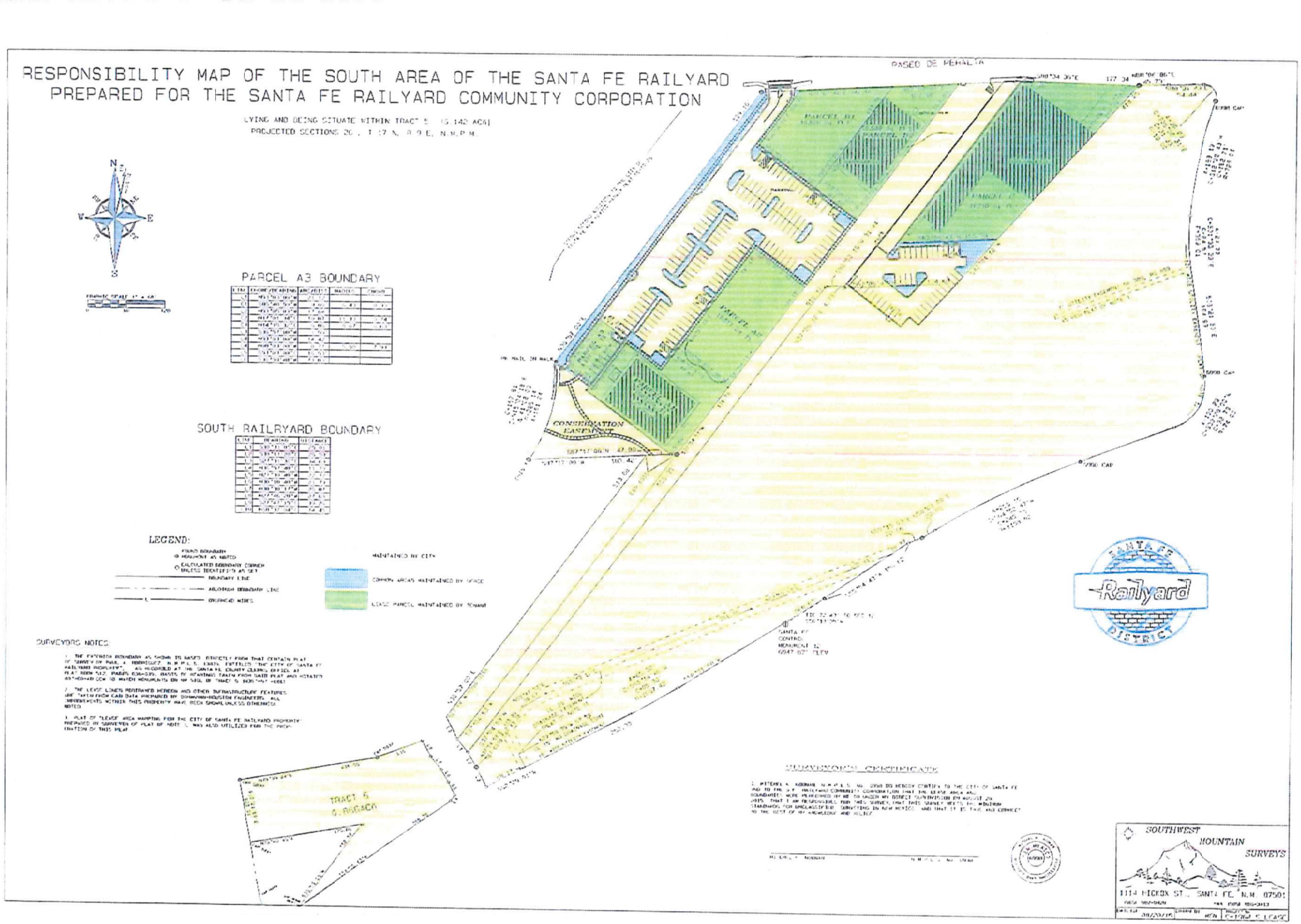


SFC CLERK RECORDED 01/25/2016

Exhibit C (December 1, 2015)
Page 2 of 3

# RESPONSIBILITY MAP OF THE SOUTH AREA OF THE SANTA FE RAILYARD
## PREPARED FOR THE SANTA FE RAILYARD COMMUNITY CORPORATION

LYING AND BEING SITUATE WITHIN TRACT 5 (5.142 ACA)
PROJECTED SECTIONS 20, T 17 N., R 9 E., N.M.P.M.



SFC CLERK RECORDED 01/25/2016

# RESPONSIBILITY MAP OF THE BACA PORTION SANTA FE RAILYARD AND LEASE AREAS PLAT, PREPARED FOR THE SANTA FE RAILYARD COMMUNITY CORPORATION

LYING AND BEING SITUATE WITHIN TRACT 7A, (12.518 AC±) PROJECTED SECTIONS 26 , T 17 N, R 9 E, N.M.P.M.
CONTAINING 12.499 AC ±

SANTA FE RAILYARD COMMUNITY CORPORATION

SANTA FE RAILYARD COMMUNITY CORPORATION
RICHARD A. CZOSKY, EXECUTIVE DIRECTOR DATE

SURVEYORS NOTES:

1. [illegible]

2. THE LEASE LINES SHOWN HEREON ARE BASED ON THE SURVEY ENTITLED "LEASE AREAS PLAT OF THE SANTA FE RAILYARD COMMUNITY CORPORATION" UNDER CONSTRUCTION.

3. [illegible]

4. IMPROVEMENTS AND OTHER CONSTRUCTED FEATURES ARE NOT SHOWN. REFER TO AS-BUILT SURVEY FOR CURRENT POSITIONS OF IMPROVEMENTS AND OTHER CONSTRUCTED FEATURES. AND REFER TO UTILITY EASEMENT PLAT OF THIS DATA AREA FOR CONSTRUCTED FEATURES. SURVEY SHOWING ALL EASEMENTS, LEASE LINES AND PHYSICAL FEATURES. BOTH REFERENCED SURVEYS WERE PREPARED BY THIS SURVEYOR

5. BASIS OF BEARINGS FOR THIS PLAT IS GRID NORTH AS DERIVED FROM GPS OBSERVATIONS AND REFERENCED TO NAD 83 (2007) DATUM, NEW MEXICO STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, AS PUBLISHED BY NGS DATASHEET PID DM5837.

SHOOFLY ST

CERRILLOS ROAD

BACA STREET

FLAGMAN WAY

COUNTY OF SANTA FE )
STATE OF NEW MEXICO ) SS
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD ON THE ____ DAY OF _____ A.D. 20____ AT _____ O'CLOCK _____ M AND WAS DULY RECORDED IN PLAT BOOK _____ PAGE _____ OF THE RECORDS OF SANTA FE COUNTY.

WITNESS MY HAND AND SEAL OF OFFICE
GERALDINE SALAZAR
COUNTY CLERK, SANTA FE COUNTY, N.M.

_____ DEPUTY

LEASE AREA DATA CHART

| LEGEND | | | | | | |
|---|---|---|---|---|---|---|
| | | | | | | |
| | | | | | | |
| | | | | | | |

ITEM # 16-0265

**CITY OF SANTA FE**
**AMENDMENT # 7 TO**
**AMENDED AND RESTATED RAILYARD LEASE AND MANAGEMENT AGREEMENT**

This Amendment No. 7 (the "Amendment") to the City of Santa Fe Amended and Restated Railyard Lease and Management Agreement dated April 30, 2011, as amended by Amendment #1 dated May 18, 2012, Amendment #2 dated April 30, 2013, and Amendment #3 dated May 31, 2013 Amendment #4 dated June 1, 2013, Amendment #5 dated September 1, 2015 and Amendment #6 dated December 1, 2015 (the "Agreement") between the CITY OF SANTA FE, New Mexico ("City") and SANTA FE RAILYARD COMMUNITY CORPORATION, a New Mexico non-profit corporation ("Non-profit") shall be effective on March 31, 2016.

RECITALS:

A. The City and the Non-profit are parties to the Amended and Restated Railyard Lease and Management Agreement, as amended above, (the "Amended and Restated Lease and Management Agreement") dated April 30, 2011, under which the Non-profit undertakes management of the "Leasehold Premises" within the "Santa Fe Railyard," as defined in the Amended and Restated Lease and Management Agreement.

B. The City wishes to amend Exhibit C of the Agreement to correct a clerical error on Page 1 of 3 of that exhibit.

C. The parties wish to revise the definition of Leasehold Premises to include approximately 2,000 square feet of area on the north side of Lease Parcel A-2.

Pursuant to Article 8.01 of the Agreement, and for the good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Non-profit agree that the Agreement is amended as follows:

1. Delete in its entirety Section 2.01 of the Agreement and replace with the following:

"**2.01 Grant of Lease Premises** The City hereby enters into this Agreement with the Nonprofit for the Leasehold Premises. The Leasehold Premises shall consist of the Railyard exclusive of the following areas: the connector between the Baca and North Railyard; approximately ten (10) contiguous acres developed as a public park and Parcel W comprised of 14,129 square feet located at 705 Alarid Street, both covered by the Deed of Conservation Easement between the City and the Trust for Public Land which was assigned to the Santa Fe Conservation Trust; the Rail Line Corridor as such term is defined in the aforementioned Conservation Easement; the area south of the Alarid Street railroad crossing; the area occupied by the underground parking garage and facilities for ingress to and egress from the garage; all public streets, alleys, and public surface parking areas within the Railyard whether existing or subsequently created; a portion of Parcel Q totaling 482 square feet; and a portion of Parcel SS in the Baca Street portion of the Railyard totaling 6,066 square feet. The

Leasehold Premises shall include the following areas: a.) approximately 82 square feet adjacent to Lease Parcel E that was previously a portion of the Conservation Easement, and b.) the land in the Baca Street portion of the Railyard that was exchanged with the Santa Fe Lodge No.2, Independent Order of Oddfellows, Inc. and Parcel A-3 comprised of 4,191 square feet. Parcel A-4 comprised of up to sixty-five (65) parking spaces located in the existing parking area adjacent to Parcel A-2 and an area of approximately 2,000 square feet on the north side of Lease Parcel A-2 shall be added to the Leased Premises effective on the commencement date of a sublease between the Non-profit and a sublease tenant for the development of a multifamily residential building. The area described above in the aggregate is depicted in Exhibit A hereto, dated March 1, 2016, and shall be hereinafter referred to as the "Leasehold Premises". Exhibit A is included for graphical information only. If any conflicts appear between Exhibit A and the text in this Agreement, the text shall prevail. Nothing herein shall be deemed to limit the addition of property owned by the City to the area covered as Leasehold Premises should such properties be added to the Railyard through the planning process or by way of acquisition by the City and so long as the Non-profit gives its written consent to the addition of the property to the Leasehold Premises and conveys fair value for any additional property."

2. Delete in its entirety Page 1 of 3 of Exhibit C entitled "Maintenance Responsibilities" dated December 1, 2015 and replace with the attached Exhibit C entitled "Maintenance Responsibilities" dated March 1, 2016.

3. Add a new paragraph at the end of Section 5.06, "Implementation" as follows:

"In order to achieve the objectives of the Railyard Master Plan, in accordance with 14-8.14(D)(5) SFCC 1987, the City shall pay the impact fees associated with any residential development constructed on Lease Parcel A-2 provided that at least fifteen percent (15%) of the construction work required to construct the residential development (measured as a percentage of construction hard costs) is awarded to local businesses that qualify for "Local Preference" which, for the purposes of this Agreement, is defined below:

1) The principal place of business of the enterprise must be physically located within the Santa Fe County Geographic Boundaries;

2) The business location must be a physical location, street address or such. A Santa Fe post office box or other non-physical postal address alone is not acceptable; and

3) The principal place of business must have been established no less than six months preceding the award of the contract, subcontract or purchase order.

As used herein, the term, "construction work" includes all design- and construction-related labor and materials directly associated with the residential development."

4. Delete in its entirety section 5.13 and replace with the following;

**"5.13 Special Entertainment** The Non-profit shall promote, permit, and program special events and special entertainment in the public space on the Conservation Easement, except the Rail Line Corridor and the portion of the Conservation Easement south of the Alarid Street railroad crossing ("Event/Vendor Space"). Notwithstanding the foregoing, the Event/Vendor Space shall include the pocket park located on the northern portion of the Rail Line Corridor adjacent to Montezuma Street. The Non-profit shall manage public and private events on the Event/Vendor Space pursuant to all the applicable terms and conditions of this Agreement, Conservation Easement, and Santa Fe Railyard Park, Plaza and Alameda Public Policies and Procedures approved by the City of Santa Fe City Council on May 13, 2009, all as amended from time to time. Whenever the Non-profit believes it is in the best interests of the City to negotiate amendments to the Deed of Conservation Easement, the Non-profit may attempt to negotiate such amendments with the grantee of the Deed of Conservation Easement and may propose such amendments as are acceptable to the grantee to the Governing Body of the City for approval. The Non-profit will also consult with the City Manager or his or her designee from time to time, as may be necessary or appropriate, with respect to the vending and public and private event management of the Event/Vendor Space. Such activities shall be performed in coordination with subtenants, outside vendors and the holder of the Railyard Conservation Easement. The Non-profit shall manage vending and public and private events on the Event/Vendor Space, including granting licenses for the potential users, in a manner that facilitates and encourages development of the Santa Fe Railyard in accordance with the Santa Fe Railyard Master Plan, as it may be amended from time to time.

The Non-profit or the City may terminate the Non-profit's responsibilities and obligations described in this Section 5.13 upon sixty (60) days written notice to the other party."

Except as specifically provided in this Amendment #7, the Agreement remains and shall remain in full force and effect, in accordance with its term.

IN WITNESS WHEREOF, the parties have executed this Amendment #7 as of the dates set out below,

Non-profit:

**SANTA FE RAILYARD COMMUNITY CORP.**

By _____

Printed Name STEVEN ROBINSON

Its President

CRS # 02-481098003
City of Santa Fe Business
License Registration # 0397164

City:

**CITY OF SANTA FE**

By _____
Javier M. Gonzales, Mayor

Attest:

Yolanda Vigil, City Clerk

Approved as to form:

Kelley A. Brennan, City Attorney

Approved as to form:

Oscar S. Rodriguez, Finance Director

ACKNOWLEDGEMENTS ON FOLLOWING PAGE

STATE OF NEW MEXICO

§:

COUNTY OF SANTA FE

The foregoing instrument was acknowledged before me on May 10, 2016, by Javier M. Gonzales, Mayor of City of Santa Fe, a New Mexico municipal corporation, on its behalf.

Melissa D. Byers
Notary Public

My commission expires: 4/23/18

OFFICIAL SEAL
MELISSA D. BYERS
Notary Public
State of New Mexico
My Comm. Expires 4-23-18

STATE OF NEW MEXICO

§:

COUNTY OF SANTA FE

The foregoing instrument was acknowledged before me on May 10, 2016, by Steven Robinson, the Board President of Santa Fe Railyard Community Corporation, a New Mexico non-profit corporation, on its behalf.

Melissa D. Byers
Notary Public

My commission expires: 4/23/18

OFFICIAL SEAL
MELISSA D. BYERS
Notary Public
State of New Mexico
My Comm. Expires 4-23-18

COUNTY CLERK
GERALDINE SALAZAR
SANTA FE COUNTY NEW MEXICO

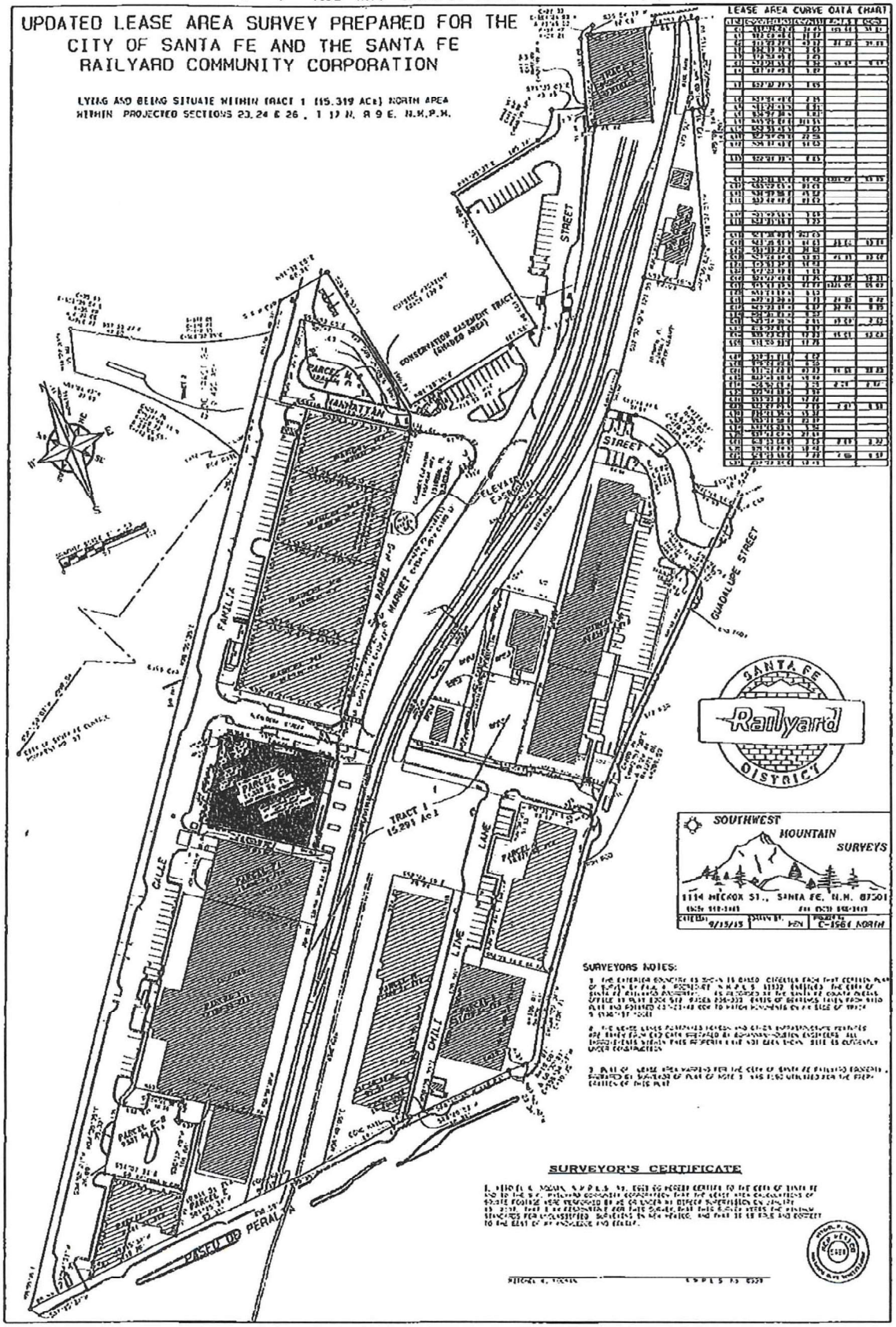
COUNTY OF SANTA FE )
STATE OF NEW MEXICO ) ss

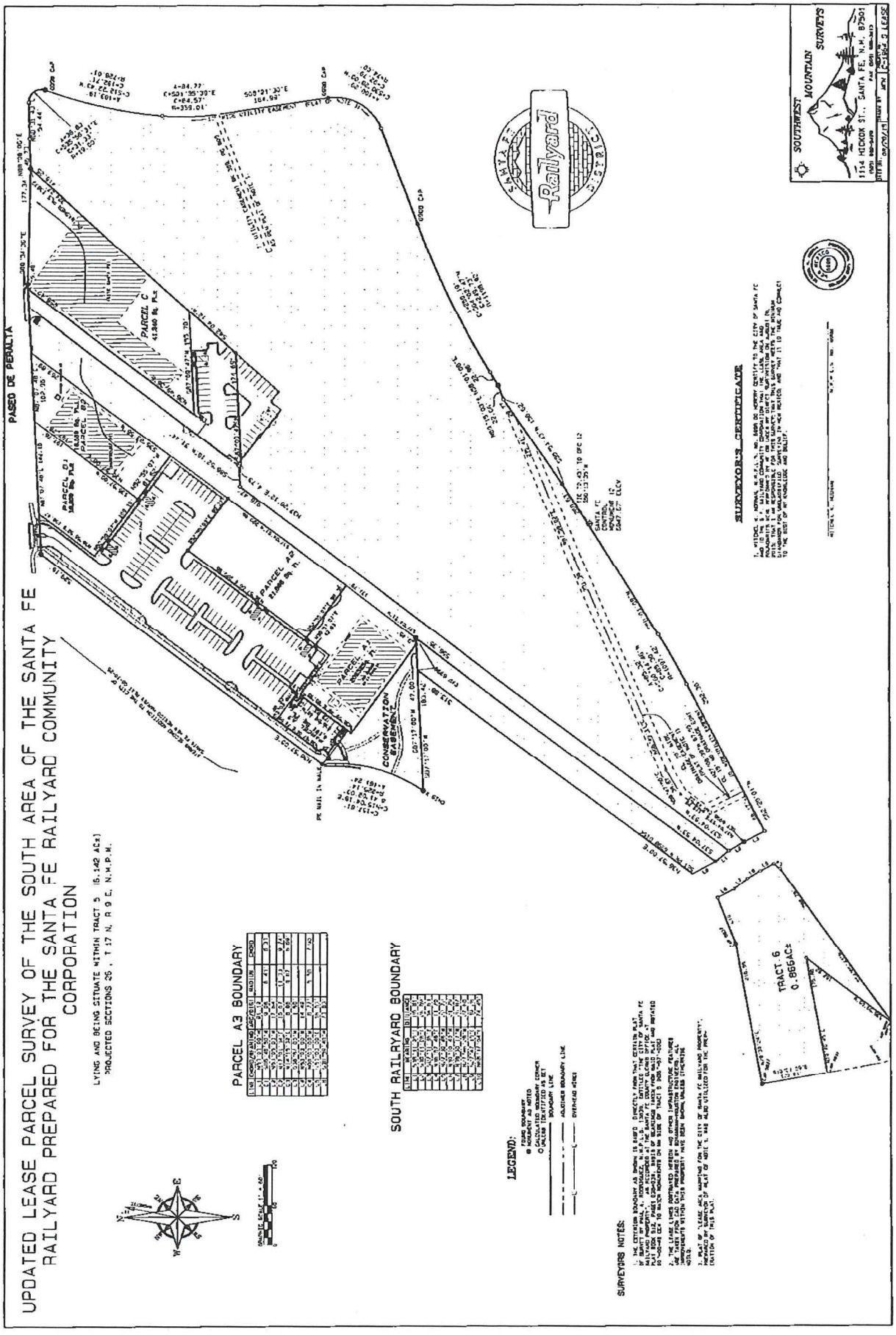
AMENDMENT
PAGES: 11

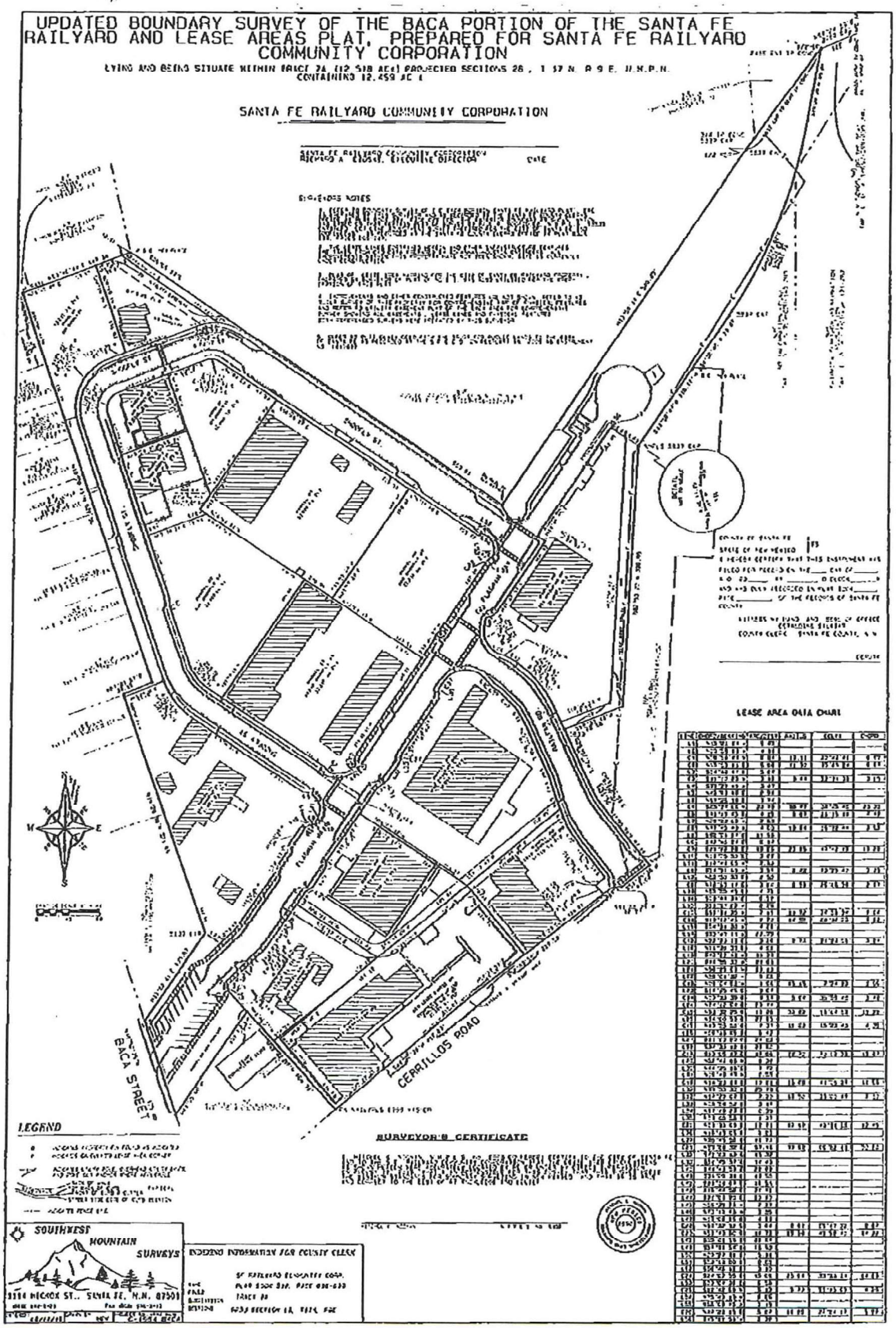
I Hereby Certify That This Instrument Was Filed for Record On The 13TH Day Of May, 2016 at 10:31:00 AM And Was Duly Recorded as Instrument # 1793453 Of The Records Of Santa Fe County

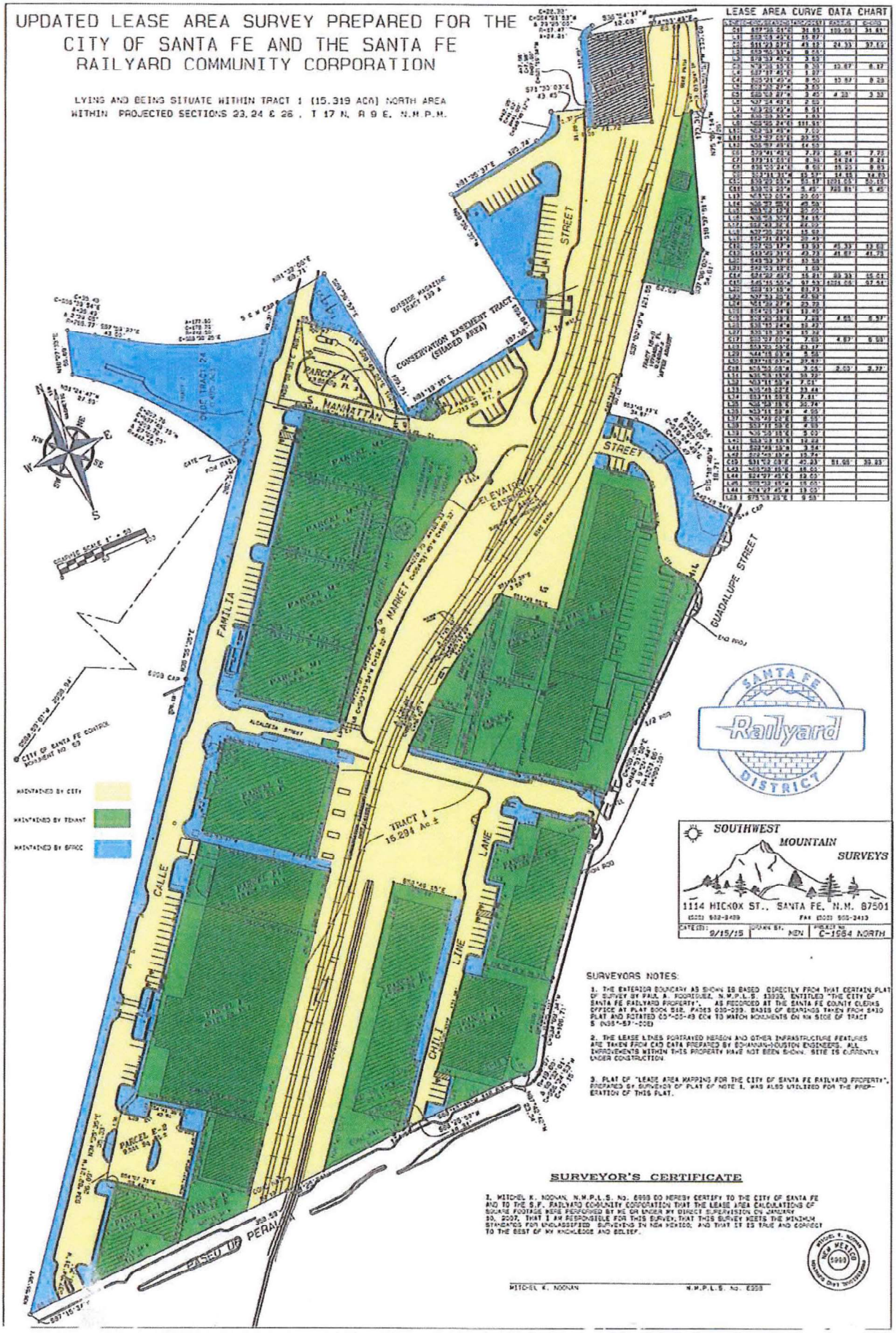
Witness My Hand And Seal Of Office
Geraldine Salazar

Deputy Estrella Martinez County Clerk, Santa Fe, NM

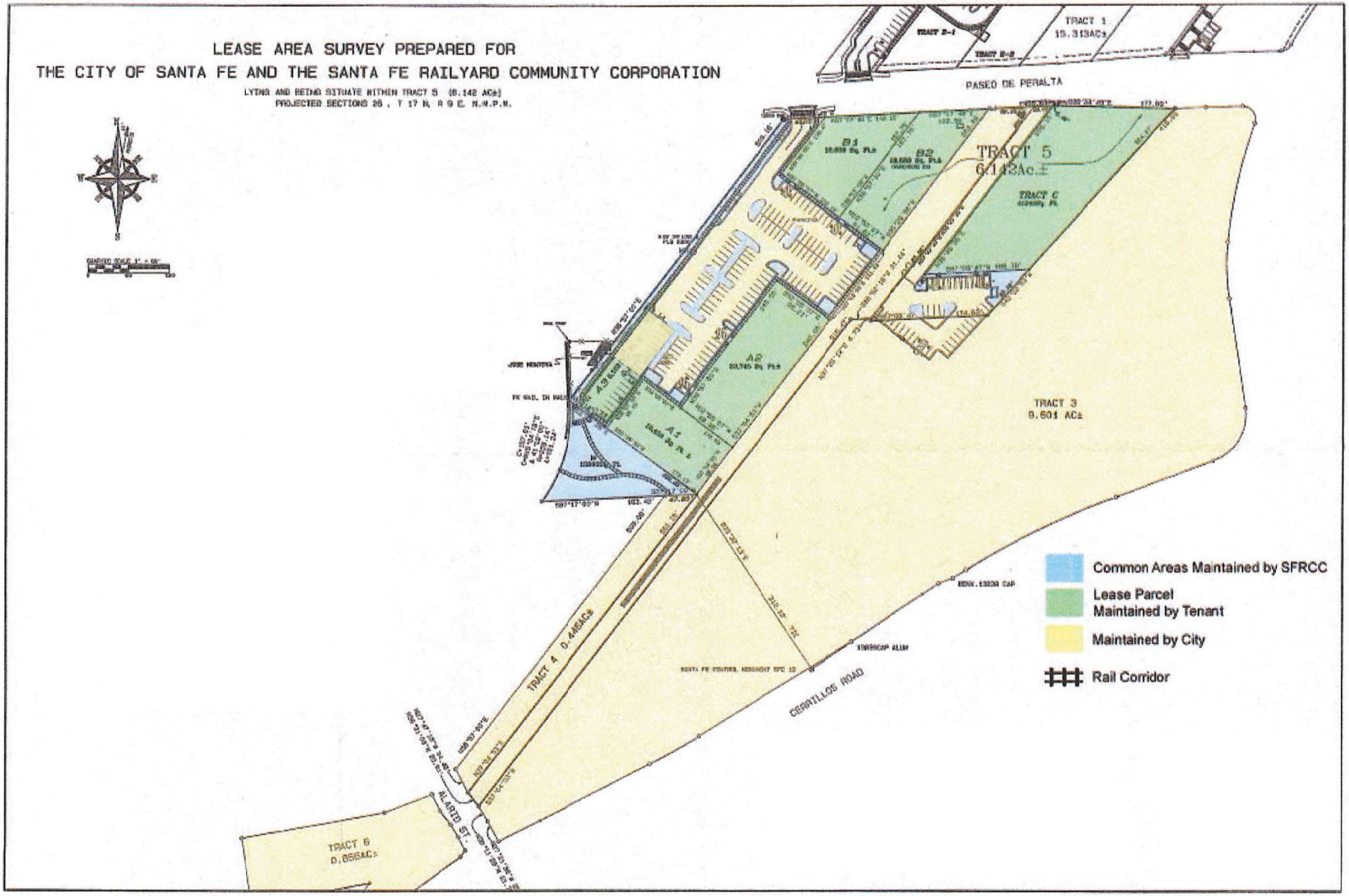

UPDATED LEASE AREA SURVEY PREPARED FOR THE CITY OF SANTA FE AND THE SANTA FE RAILYARD COMMUNITY CORPORATION
LYING AND BEING SITUATE WITHIN (TRACT 1 (15.319 AC±) NORTH AREA WITHIN PROJECTED SECTIONS 23, 24 & 26, T 17 N, R 9 E, N.M.P.M.
LEASE AREA CURVE DATA CHART
SANTA FE Railyard DISTRICT
SOUTHWEST MOUNTAIN SURVEYS
1114 HICKOX ST., SANTA FE, N.M. 87501
SURVEYORS NOTES:
SURVEYOR'S CERTIFICATE
CALLE
LANE
STREET
GUADALUPE STREET
PASEO DE PERALTA


UPDATED LEASE PARCEL SURVEY OF THE SOUTH AREA OF THE SANTA FE RAILYARD PREPARED FOR THE SANTA FE RAILYARD COMMUNITY CORPORATION
LYING AND BEING SITUATE WITHIN TRACT 5 (6.142 AC±) PROJECTED SECTIONS 25 , T 17 N, R 9 E, N.M.P.M.
PASEO DE PERALTA
PARCEL C 41,340 Sq. Ft.
PARCEL A1 11,588 Sq. Ft.
PARCEL A2 11,588 Sq. Ft.
PARCEL A3 11,588 Sq. Ft.
CONSERVATION EASEMENT
TRACT 6 0.866AC±
PARCEL A3 BOUNDARY
SOUTH RAILYARD BOUNDARY
LEGEND:
SURVEYORS NOTES:
SURVEYORS CERTIFICATE
SOUTHWEST MOUNTAIN SURVEYS
Railyard


UPDATED BOUNDARY SURVEY OF THE BACA PORTION OF THE SANTA FE RAILYARD AND LEASE AREAS PLAT, PREPARED FOR SANTA FE RAILYARD COMMUNITY CORPORATION
SANTA FE RAILYARD COMMUNITY CORPORATION
LEASE AREA DATA CHART
SURVEYOR'S CERTIFICATE
LEGEND
BACA STREET
CERRILLOS ROAD
SOUTHWEST MOUNTAIN SURVEYS


UPDATED LEASE AREA SURVEY PREPARED FOR THE CITY OF SANTA FE AND THE SANTA FE RAILYARD COMMUNITY CORPORATION
LYING AND BEING SITUATE WITHIN TRACT 1 (15.319 ACR) NORTH AREA WITHIN PROJECTED SECTIONS 23, 24 & 26, T 17 N, R 9 E, N.M.P.M.
LEASE AREA CURVE DATA CHART
S. MANHATTAN STREET
CONSERVATION EASEMENT TRACT (SHADED AREA)
ELEVATOR EASEMENT AREA
FAMILIA
MARKET
GUADALUPE STREET
CALLE
CHILI LANE
PASEO DE PERALTA
TRACT 1 15.294 Ac ±
MAINTAINED BY CITY
MAINTAINED BY TENANT
MAINTAINED BY SFRCC
SOUTHWEST MOUNTAIN SURVEYS
1114 HICKOX ST., SANTA FE, N.M. 87501
DATE(D): 9/15/15
DRAWN BY: MDN
PROJECT No: C-1564 NORTH
SURVEYORS NOTES:
1. THE EXTERIOR BOUNDARY AS SHOWN IS BASED DIRECTLY FROM THAT CERTAIN PLAT OF SURVEY BY PAUL A. ROUPEBUEZ, N.M.P.L.S. 13939, ENTITLED "THE CITY OF SANTA FE RAILYARD PROPERTY", AS RECORDED AT THE SANTA FE COUNTY CLERKS OFFICE AT PLAT BOOK 512, PAGES 030-039. BASIS OF BEARINGS TAKEN FROM SAID PLAT AND ROTATED 03°-00-49 CCW TO MATCH MONUMENTS ON NW SIDE OF TRACT S (N88°-57'-00E)
2. THE LEASE LINES PORTRAYED HEREON AND OTHER INFRASTRUCTURE FEATURES ARE TAKEN FROM CAD DATA PREPARED BY BOHANNAN-HOUSTON ENGINEERS. ALL IMPROVEMENTS WITHIN THIS PROPERTY HAVE NOT BEEN SHOWN. SITE IS CURRENTLY UNDER CONSTRUCTION.
3. PLAT OF "LEASE AREA MAPPING FOR THE CITY OF SANTA FE RAILYARD PROPERTY", PREPARED BY SURVEYOR OF PLAT OF NOTE 1, WAS ALSO UTILIZED FOR THE PREPERATION OF THIS PLAT.
SURVEYOR'S CERTIFICATE
I, MITCHEL K. NOONAN, N.M.P.L.S. NO. 6958 DO HEREBY CERTIFY TO THE CITY OF SANTA FE AND TO THE S.F. RAILYARD COMMUNITY CORPORATION THAT THE LEASE AREA CALCULATIONS OF SQUARE FOOTAGE WERE PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION ON JANUARY 30, 2007, THAT I AM RESPONSIBLE FOR THIS SURVEY, THAT THIS SURVEY MEETS THE MINIMUM STANDARDS FOR ENGLISH-SPEED SURVEYS IN NEW MEXICO, AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.
MITCHEL K. NOONAN
N.M.P.L.S. NO. 6958

SFC CLERK RECORDED 05/13/2015




Jurisdiction Areas South of P.D.P.

# RESPONSIBILITY MAP OF THE BACA PORTION SANTA FE RAILYARD AND LEASE AREAS PLAT, PREPARED FOR THE SANTA FE RAILYARD COMMINUTY CORPORATION

LYING AND BEING SITUATE WITHIN TRACT 7A (12.518 ACn)PROJECTED SECTIONS 26 , T 17 N, R 9 E, N.M.P.M.
CONTAINING 12.499 AC ±

## SANTA FE RAILYARD COMMUNITY CORPORATION

SANTA FE RAILYARD COMMUNITY CORPORATION
RICHARD A. CZOSKI, EXECUTIVE DIRECTOR DATE

SURVEYORS NOTES:

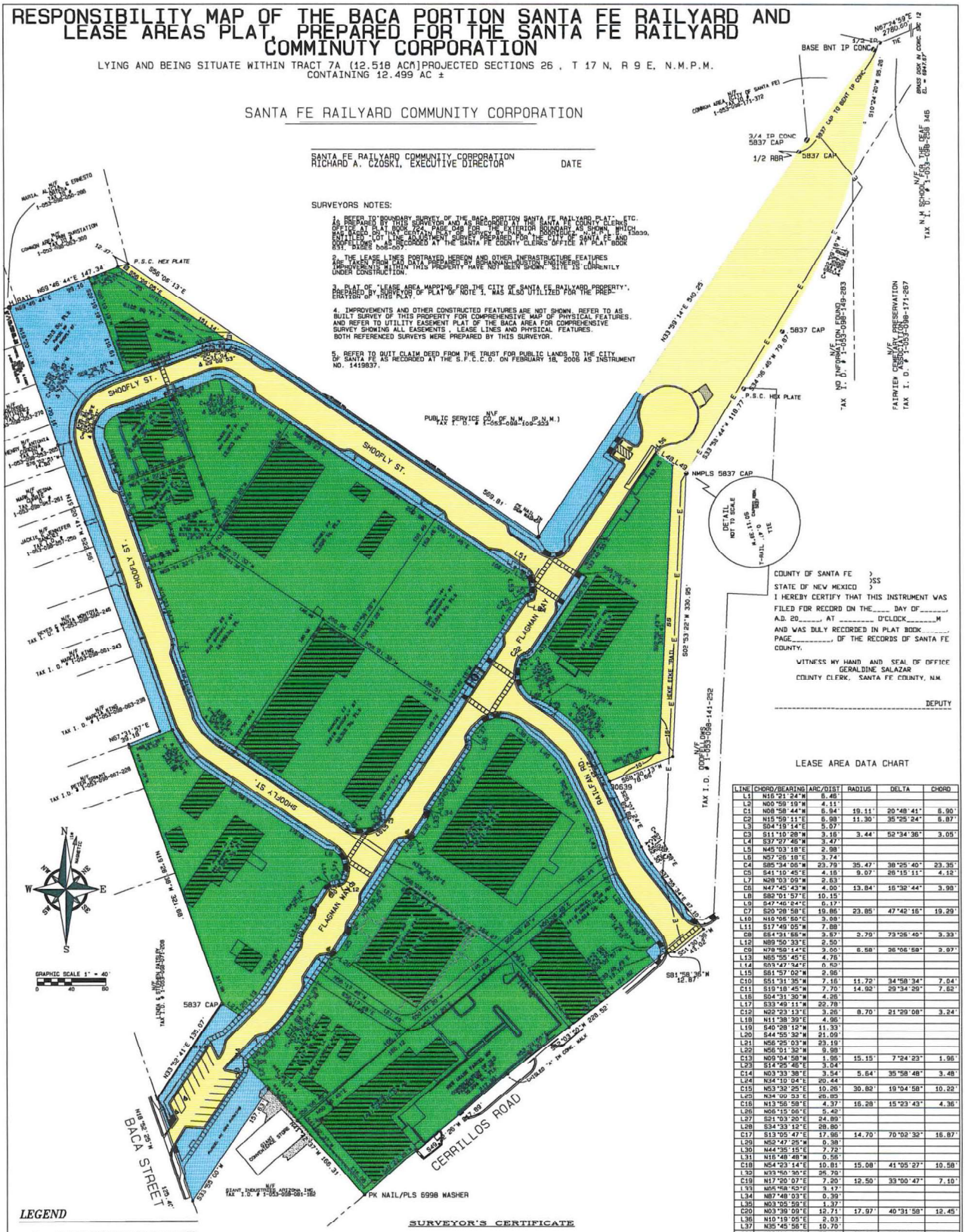
1. REFER TO "BOUNDARY SURVEY OF THE BACA PORTION SANTA FE RAILYARD PLAT", ETC. AS PREPARED BY THIS SURVEYOR AND AS RECORDED AT SANTA FE COUNTY CLERK'S OFFICE AT PLAT BOOK 762, PAGE 038 FOR THE EXTERIOR BOUNDARY AS SHOWN, WHICH REFERENCED THE CERTAIN "LOT LINE ADJUSTMENT SURVEY PLAT FOR THE CITY OF SANTA FE AND SANTA FE RAILYARD COMMUNITY CORPORATION" SURVEY PREPARED FOR THE CITY OF SANTA FE AND SANTA FE RAILYARD COMMUNITY CORPORATION AND RECORDED AT THE SANTA FE COUNTY CLERKS OFFICE AT PLAT BOOK 631, PAGES 008-009.

2. THE LEASE LINES PORTRAYED HEREON AND OTHER INFRASTRUCTURE FEATURES ARE TAKEN FROM CAD DATA PREPARED BY BOHANNAN-HUSTON ENGINEERS AND THEIR IMPROVEMENTS WITHIN THIS PROPERTY MAY NOT BEEN SHOWN. SITE IS CURRENTLY UNDER CONSTRUCTION.

3. PLAT OF "LEASE AREA MAPPING FOR THE CITY OF SANTA FE RAILYARD PROPERTY", PREPARED BY BOHANNAN-HUSTON INC. REVISION OF PLAT OF NOTE 1, WAS ALSO UTILIZED FOR THE PREPERATION OF THIS PLAT.

4. IMPROVEMENTS AND OTHER CONSTRUCTED FEATURES ARE NOT SHOWN. REFER TO AS BUILT SURVEY OF THIS PROPERTY FOR COMPREHENSIVE MAP OF PHYSICAL FEATURES. AND REFER TO UTILITY EASEMENT PLAT OF THE BACA AREA FOR COMPREHENSIVE SURVEY SHOWING ALL EASEMENTS , LEASE LINES AND PHYSICAL FEATURES. BOTH REFERENCED SURVEYS WERE PREPARED BY THIS SURVEYOR.

5. REFER TO QUIT CLAIM DEED FROM THE TRUST FOR PUBLIC LANDS TO THE CITY OF SANTA FE AS RECORDED AT THE S.F.C.C.O. ON FEBRUARY 18, 2008 AS INSTRUMENT NO. 1419837.




COUNTY OF SANTA FE )
STATE OF NEW MEXICO ) SS

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD ON THE____ DAY OF_____, A.D. 20_____ AT _____ O'CLOCK_____M AND WAS DULY RECORDED IN PLAT BOOK_____, PAGE_____, OF THE RECORDS OF SANTA FE COUNTY.

WITNESS MY HAND AND SEAL OF OFFICE
GERALDINE SALAZAR
COUNTY CLERK, SANTA FE COUNTY, N.M.

DEPUTY

### LEASE AREA DATA CHART

| LINE | CHORD/BEARING | ARC/DIST | RADIUS | DELTA | CHORD |
|---|---|---|---|---|---|
| L1 | N16°21'24"W | 6.46' | | | |
| L2 | N00°59'19"W | 4.11' | | | |
| C1 | N08°58'44"W | 6.94' | 19.11' | 20°48'41" | 6.90' |
| C2 | N15°59'11"E | 6.98' | 11.30' | 35°25'24" | 6.87' |
| L3 | S04°19'14"E | 5.07' | | | |
| C3 | S11°10'26"W | 3.16' | 3.44' | 52°34'36" | 3.05' |
| L4 | S37°27'45"W | 3.47' | | | |
| L5 | N45°03'18"E | 2.98' | | | |
| L6 | N57°26'18"E | 3.74' | | | |
| C4 | S85°34'05"W | 23.79' | 35.47' | 38°25'40" | 23.35' |
| C5 | S41°10'45"E | 4.16' | 9.07' | 26°15'11" | 4.12' |
| L7 | N28°03'09"W | 2.63' | | | |
| C6 | N47°45'43"W | 4.00' | 13.84' | 16°32'44" | 3.98' |
| L8 | S82°01'57"E | 10.15' | | | |
| L9 | S47°46'24"E | 6.17' | | | |
| C7 | S20°28'58"E | 19.86' | 23.85' | 47°42'16" | 19.29' |
| L10 | N10°05'50"E | 3.08' | | | |
| L11 | S17°49'05"W | 7.88' | | | |
| C8 | S64°31'58"W | 3.87' | 2.79' | 79°26'40" | 3.33' |
| L12 | N89°50'33"E | 2.50' | | | |
| C9 | N78°59'14"E | 3.00' | 6.58' | 26°06'59" | 2.97' |
| L13 | N65°55'45"E | 4.76' | | | |
| L14 | S03°47'34"E | 0.62' | | | |
| L15 | S81°57'02"W | 2.96' | | | |
| C10 | S51°31'35"W | 7.16' | 11.72' | 34°58'34" | 7.04' |
| C11 | S19°18'45"W | 7.70' | 14.92' | 29°34'29" | 7.62' |
| L16 | S04°31'30"W | 4.26' | | | |
| L17 | S33°49'11"W | 20.78' | | | |
| C12 | N22°23'13"E | 3.66' | 8.70' | 21°29'08" | 3.24' |
| L18 | N11°38'39"E | 4.96' | | | |
| L19 | S40°28'12"W | 11.33' | | | |
| L20 | S44°55'32"W | 21.09' | | | |
| L21 | N58°25'03"W | 23.19' | | | |
| L22 | N56°01'32"W | 9.98' | | | |
| C13 | N09°04'58"W | 1.95' | 15.15' | 7°24'23" | 1.96' |
| L23 | S14°25'48"E | 3.04' | | | |
| C14 | N03°33'38"E | 3.54' | 5.64' | 35°58'48" | 3.48' |
| L24 | N34°10'04"E | 20.44' | | | |
| C15 | N53°32'25"E | 10.26' | 30.82' | 19°04'58" | 10.22' |
| L25 | N34°09'53"E | 26.85' | | | |
| C16 | N13°56'58"E | 4.37' | 16.28' | 15°23'43" | 4.36' |
| L26 | N06°15'06"E | 5.42' | | | |
| L27 | S21°03'20"E | 24.89' | | | |
| L28 | S34°33'12"E | 28.80' | | | |
| C17 | S13°05'47"E | 17.96' | 14.70' | 70°02'32" | 16.87' |
| L29 | N52°47'25"W | 0.38' | | | |
| L30 | N44°35'15"E | 7.72' | | | |
| L31 | N16°48'48"W | 0.56' | | | |
| C18 | N54°23'14"E | 10.81' | 15.08' | 41°05'27" | 10.58' |
| L32 | N33°50'30"E | 25.70' | | | |
| C19 | N17°20'07"E | 7.20' | 12.50' | 33°00'47" | 7.10' |
| L33 | N05°58'52"E | 3.47' | | | |
| L34 | N87°48'03"E | 0.39' | | | |
| L35 | N03°05'59"E | 1.37' | | | |
| C20 | N03°39'09"E | 12.71' | 17.97' | 40°31'58" | 12.45' |
| L36 | N10°19'05"E | 2.03' | | | |
| L37 | N35°45'58"E | 10.70' | | | |
| C21 | N83°28'32"E | 57.18' | 33.82' | 96°52'13" | 50.60' |
| L38 | S42°09'13"E | 15.32' | | | |
| L39 | S54°46'57"E | 14.49' | | | |
| L40 | S44°49'59"E | 28.82' | | | |
| L41 | S31°00'31"E | 18.56' | | | |
| L42 | S23°18'07"E | 18.51' | | | |
| L43 | S16°44'58"E | 20.76' | | | |
| L44 | S21°03'20"E | 20.40' | | | |
| L45 | N56°39'28"W | 7.77' | | | |
| L46 | N73°10'46"W | 3.88' | | | |
| L47 | N18°08'26"E | 4.89' | | | |
| L48 | N01°36'14"E | 3.04' | 2.83' | 68°47'32" | 2.87' |
| C23 | N59°43'50"E | 14.78' | 16.98' | 49°52'40" | 14.32' |
| L49 | S56°01'16"E | 61.84' | | | |
| L50 | S57°11'54"E | 18.53' | | | |
| L51 | N26°27'11"E | 5.11' | | | |
| L52 | S59°19'00"E | 9.65' | | | |
| L53 | S66°46'15"E | 3.10' | | | |
| C24 | S24°07'55"E | 15.06' | 25.64' | 33°39'34" | 14.85' |
| L53 | S03°04'36"E | 8.58' | | | |
| C25 | S22°42'59"W | 5.13' | 5.70' | 51°35'08" | 4.96' |
| L54 | N78°49'10"W | 0.65' | | | |
| L55 | S56°09'45"W | 3.19' | | | |
| C26 | N47°20'16"E | 5.67' | 11.86' | 27°24'17" | 5.62' |
| L56 | S45°11'51"W | 2.32' | | | |

### LEGEND

- INDICATES PROPERTY PIN FOUND AS INDICATED
- INDICATES CALCULATED LEASE AREA CORNER
- INDICATES UTILITY POLE, OVERHEAD UTILITY LINES, AND POLE GUY ANCHOR WHERE APPLICABLE.
- BACK OF WALK / TOP BACK OF CURB / FRONT OF CURB @ GUTTER / STREET SIDE EDGE OF CURB SECTION — TYPICAL
- INDICATES FENCE LINE.
- LEASE PARCEL MAINTAINED BY TENANT
- MAINTAINED BY CITY
- MAINTAINED BY SFRCC

### SURVEYOR'S CERTIFICATE

I, MITCHEL K. NOONAN, N.M.P.L.S. No. 6998 DO HEREBY CERTIFY TO THE CITY OF SANTA FE AND TO THE S.F. RAILYARD COMMUNITY CORPORATION THAT THE LEASE AREA CALCULATIONS AS SHOWN HEREON WERE ACCURATELY CALCULATED BY ME OR UNDER MY DIRECT SUPERVISION ON AUGUST 18, 2015; THAT I AM RESPONSIBLE FOR THIS SURVEY; THAT THIS SURVEY MEETS THE MINIMUM STANDARDS FOR BOUNDARY SURVEYING IN NEW MEXICO; AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

MITCHEL K. NOONAN N.M.P.L.S. No. 6998

NEW MEXICO 6998 REGISTERED PROFESSIONAL LAND SURVEYOR MITCHEL K. NOONAN


SOUTHWEST MOUNTAIN SURVEYS
1114 HICKOX ST., SANTA FE, N.M. 87501
(505) 982-9429 FAX (505) 985-3413


DATE ISS: 08/18/15 | DRAWN BY: MEN | PROJECT NO, LEASE AREAS: C-1964 BACA

INDEXING INFORMATION FOR COUNTY CLERK

NAME: SF RAILYARD COMMUNITY CORP.
FILED: PLAT BOOK 512, PAGE 036-039
SUBDIVISION: TRACT 7A
SECTIONS: PROJ SECTION 26, T17N, R9E

ITEM # 20-0191

**CITY OF SANTA FE**
**AMENDMENT # 8 TO**
**AMENDED AND RESTATED RAILYARD LEASE AND MANAGEMENT AGREEMENT**

This Amendment No. 8 (the "Amendment") to the City of Santa Fe Amended and Restated Railyard Lease and Management Agreement dated April 30, 2011, as amended by Amendment #1 dated May 18, 2012, Amendment #2 dated April 30, 2013, and Amendment #3 dated May 31, 2013, Amendment #4 dated June 1, 2013, Amendment #5 dated September 1, 2015, Amendment #6 dated December 1, 2015, and Amendment #7 dated March 31, 2016, (the "Agreement") between the CITY OF SANTA FE, New Mexico ("City") and SANTA FE RAILYARD COMMUNITY CORPORATION, a New Mexico non-profit corporation ("Non-profit") shall be effective on April 1, 2020.

RECITALS:

A. The City and the Non-profit are parties to the Agreement under which the Non-profit undertakes management of the "Leasehold Premises" within the "Santa Fe Railyard," as defined in the Amended and Restated Lease and Management Agreement.

B. The parties wish to revise the definition of Leasehold Premises to delete the existing improvements comprised of a 10,242 SF building on Parcel F-1 located at 545 Camino de la Familia, so the City may sell the building. The land located on Parcel F-1 shall remain included in Leased Premises.

C. The parties wish to provide a one-time credit against the rent owed by the Non-profit to the City under the agreement which is equal to the amount of rent the Non-profit would collect if the Improvements remained in the definition of Leasehold Premises.

AMENDMENT:

Pursuant to Article 8.01 of the Agreement, and for the good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Non-profit agree that the Agreement is amended as follows:

1. Delete in its entirety Section 2.01 of the Agreement and replace with the following:

"**2.01 Grant of Lease Premises.** The City hereby enters into this Agreement with the Nonprofit for the Leasehold Premises. The Leasehold Premises shall consist of the Railyard exclusive of the following areas: the connector between the Baca and North Railyard; approximately ten (10) contiguous acres developed as a public park and Parcel W comprised of 14,129 square feet located at 705 Alarid Street, both covered by the Deed of Conservation Easement between the City and the Trust for Public Land which was assigned to the Santa Fe Conservation Trust; the Rail Line Corridor as such term is defined in the aforementioned Conservation Easement; the area south of the Alarid Street railroad crossing; the area occupied by the underground parking garage and facilities for ingress to and egress from the garage; all public streets, alleys, and public surface parking areas within the Railyard whether existing or subsequently created; a portion of Parcel Q totaling 482 square feet; and a portion of Parcel SS in the Baca Street portion of the Railyard totaling 6,066 square feet; the

improvements comprised of a 10,242 SF building on Parcel F-1 located at 545 Camino de la Familia ("SFC Improvements") shall be deleted from the definition of Leasehold Premises on the first calendar day following the sale by the City of the SFC Improvements to a third party. The Leasehold Premises shall also include the following areas: a) approximately 82 square feet adjacent to Lease Parcel E that was previously a portion of the Conservation Easement, and b) the land in the Baca Street portion of the Railyard that was exchanged with the Santa Fe Lodge No.2, Independent Order of Oddfellows, Inc. and Parcel A-3 comprised of 4,191 square feet. Parcel A-4 comprised of up to sixty-five (65) parking spaces located in the existing parking area adjacent to Parcel A-2 and an area of approximately 2,000 square feet on the north side of Lease Parcel A-2. The area described above in the aggregate is depicted in Exhibit A hereto, dated November 1, 2019, and shall be hereinafter referred to as the "Leasehold Premises". Exhibit A is included for graphical information only. If any conflicts appear between Exhibit A and the text in this Agreement, the text shall prevail. Nothing herein shall be deemed to limit the addition of property owned by the City to the area covered as Leasehold Premises should such properties be added to the Railyard through the planning process or by way of acquisition by the City and so long as the Non-profit gives its written consent to the addition of the property to the Leasehold Premises and conveys fair value for any additional property."

2. Add the following as Section 4.01.05 of the Agreement, in addition to the Rent Credits provided by Section 4.01.3 described in Amendment #1 and Section 4.01.4 described in Amendment #4 to the Agreement:

   "**4.01.05** The City shall provide a Rent Credit to the Non-profit which shall be applied to the Non-profit's total rental obligation to the City under the Agreement as amended, as follows:

   Commencing on the first calendar day after the sale by the City of the SFC Improvements to a third party, the City shall reduce the Fair Value Compensation owed by the Non-profit in the fiscal year 2019/20 by One Hundred Seventy-Five Thousand Dollars and No Cents ($175,000.00) as partial compensation for Base Rent the Non-profit would have received from the SFC Improvements had the City not sold the SFC Improvements to a third party.

3. Delete in its entirety Exhibit B entitled "Rent Schedule" dated December 1, 2015, and replace with the enclosed Exhibit B entitled "Amended Rent Schedule" dated April1, 2020.

Except as specifically provided in this Amendment #8, the Agreement remains and shall remain in full force and effect, in accordance with its term.

IN WITNESS WHEREOF, the parties have executed this Amendment #8 as of the dates set out below,

Non-profit:

**SANTA FE RAILYARD COMMUNITY CORP.**

By _____

Printed Name: Steven Robinson
Its: President

CRS # 02-481098003
City of Santa Fe Business
License Registration # 0397164

City:

**CITY OF SANTA FE**

By _____
Alan Webber, Mayor

Attest:

_____
Yolanda Vigil, City Clerk comfy 3/25/20

Approved as to form:

_____
Erin McSherry, City Attorney

Approved as to form:

_____ 3/27/20
Mary McCoy, Finance Director

ACKNOWLEDGEMENTS ON FOLLOWING PAGE

STATE OF NEW MEXICO

§:

COUNTY OF SANTA FE

The foregoing instrument was acknowledged before me on _____, by Alan Webber, Mayor of City of Santa Fe, a New Mexico municipal corporation, on its behalf.

_____

Notary Public

My commission expires:

STATE OF NEW MEXICO

§:

COUNTY OF SANTA FE

The foregoing instrument was acknowledged before me on March 30, 2020, by Steven Robinson, the Board President of Santa Fe Railyard Community Corporation, a New Mexico non-profit corporation, on its behalf.

Anita L. Martinez

Notary Public

My commission expires: 5.24.23

OFFICIAL SEAL
Anita L. Martinez
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 5-24-23

# Exhibit B - Rent Schedule - February 1, 2020

1/13/2020
4:47:37 PM

| | ACTUALS | | | | | | | | | | | PROJECTED | | | | | | | | | | | | | GRAND TOTALS |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | FY2002-05 | FY2005-06 | FY2006/07 | FY2007/08 | FY2008/09 | FY2009/10 | FY2010/11 | FY2011/12 | FY2012/13 | FY2013/14 | FY2014/15 | FY2015/16 | FY2016/17 | FY2017/18 | FY2018/19 | FY2019/20 | FY2020/21 | FY2021/22 | FY2022/23 | FY2023/24 | FY2024/25 | FY2025/26 | FY2026/27 | FY2027/28 | FY2028/29 | |
| DEBT SERVICE | | | | | | | | | | | | | | | | | | | | | | | | | |
| City of Santa Fe Land Debt for acquisition costs - see below for City sanctioned debt relief credits applied | (1,183,724) | (452,547) | (453,221) | (453,579) | (452,582) | (454,430) | | | | | | | | | | | | | | | | | | | (3,450,083) |
| NMFA Loan - Infrastr Phase I (8) ($579,025) per City of SF Sch Interest only until 2010-2011 | 0 | 0 | 0 | (222,527) | (219,337) | (212,544) | (142,250) | (53,098) | (53,116) | (52,817) | (52,821) | (52,825) | (52,828) | (52,833) | (52,838) | (52,843) | (52,849) | (52,855) | (52,860) | (52,867) | 0 | 0 | 0 | 0 | 0 | (1,484,107) |
| NMFA Loan - Infrastr Phase II (15B) $892,227*term ends May 2026 and concurs with City SF Schedule* | 0 | 0 | 0 | 0 | 0 | 0 | (239,827) | (85,150) | (85,155) | (85,161) | (85,166) | (85,172) | (85,179) | (85,185) | (85,193) | (85,201) | (85,208) | (85,218) | (85,228) | (85,239) | (85,250) | (85,261) | 0 | 0 | 0 | (1,517,792) |
| Refinance (2010B) $10,490,000 term ends May 2026 and concurs with City of SF Schedule | 0 | 0 | 0 | 0 | 0 | 0 | (483,668) | (705,000) | (705,400) | (1,071,000) | (1,070,500) | (1,069,900) | (1,071,650) | (1,066,650) | (1,070,150) | (1,071,650) | (1,071,150) | (1,068,650) | (1,069,150) | (1,067,400) | (638,200) | (639,600) | 0 | 0 | 0 | (14,919,738) |
| SUB-TOTAL | (1,183,724) | (452,547) | (453,221) | (676,106) | (671,919) | (666,974) | (845,765) | (843,248) | (843,670) | (1,208,977) | (1,208,486) | (1,207,897) | (1,209,657) | (1,204,668) | (1,208,181) | (1,209,694) | (1,209,208) | (1,206,723) | (1,207,238) | (1,205,505) | (723,450) | (724,861) | 0 | 0 | 0 | (21,371,720) |
| Negotiated option Contingency Relief Funds credit - Land and NMFA, per L&M Amendment #3 thru 2009-10 - $769,175 | 30,000 | 276,000 | 180,000 | 60,175 | 121,000 | 102,000 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 769,175 |
| Re-Payment of L&M Amendment #3 Debt Deferral of $769,175 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | (469,175) | (300,000) | 0 | 0 | 0 | (769,175) |
| Debt Deferral and repayment per L&M renewal of 2011and L&M Amendment 2 - $3,483,441 | 0 | 0 | 0 | 0 | 0 | 0 | 133,441 | 300,000 | 300,000 | 650,000 | 650,000 | 400,000 | 600,000 | 350,000 | 200,000 | 200,000 | 100,000 | 100,000 | 100,000 | 0 | 0 | 0 | 0 | 0 | 0 | 4,083,441 |
| Repayment of 2010-2023 Debt Deferral - $3,483,441 | 0 | 0 | 0 | 0 | 0 | 0 | | | | | | | | | | | | | | | (200,000) | (500,000) | (950,000) | (1,300,000) | (1,133,441) | (4,083,441) |
| TOTAL RENT PAYMENTS | (1,153,724) | (176,547) | (273,221) | (615,931) | (550,919) | (564,974) | (712,324) | (543,248) | (543,670) | (558,977) | (558,486) | (807,897) | (609,657) | (854,668) | (1,008,181) | (1,009,694) | (1,109,208) | (1,106,723) | (1,107,238) | (1,205,505) | (1,392,625) | (1,524,861) | (950,000) | (1,300,000) | (1,133,441) | (21,371,720) |

NOTES

1. In addition to the deferrals specified above, the following credits are applied to the Rent payable by the Non-profit to the City:
   A. Ground rent and CAM rent for City's portion of the condominium interest in the Market Station building and the development parcels per Amendment 1 to the Agreement dated May 18, 2012.
   B. Ground rent and CAM rent for the lease of Parcel O, including the Santa Fe Depot building, per Amendment 4 dated June 1, 2013.
   C. Payment of $243,478 made in FY2002-03, $485,424 in FY2003-04 and $453,833 made in FY2004-05. $30,000 deferral for FY2004-05.
   D. Rent the Non-profit would have received for the improvements located on Parcel F-1 if the improvements were not sold by the City per Amendment # 8 to the Lease & Management Agreement.

THE SANTA FE RAILYARD
COMMUNITY CORPORATION

November 17, 2020

Mayor Alan Webber
Office of the Mayor
200 Lincoln Avenue
Santa Fe, NM 87501

Jarel LaPan Hill
City Manager
200 Lincoln Avenue
Santa Fe, NM 87501

Dear Mr. Mayor and Ms. LaPan Hill

It has become apparent that the pandemic has not run its course. While the majority of the SFRCC tenants are paying their rent, the development pipeline has stalled. The process to lease vacant parcels has become slower and inefficient as a result of COVID. Prospective tenants and their lenders who were poised to lease the remaining parcels have had to defer decisions due to the economic uncertainties.

In May, the City and SFRCC amended the Lease & Management Agreement to defer $492,611 from April 2020 to December 2020. While that deferral was helpful, it is now apparent that while SFRCC will be able to pay its obligations between now and March 31, 2021 up to $540,472, it will not have sufficient funds to pay the $934,801 due in April 2021.

The current Lease & Management Agreement provides for a deferral of $100,000 in FY 20-21. SFRCC is requesting an additional deferral of $400,000 in April 2021 to be repaid in FY 27/28.

Two assumptions critical to this request are the City's sale of the Santa Fe Clay building for $175,000 before 12/31/2020 and our tenants continuing to pay their rent. If the Santa Fe Clay building sale closes, SFRCC will pay the City $317,611 in rent by December 31, 2020. If the sale does not close, SFRCC will pay the City $492,611. In either case SFRCC will also pay $47,861 in March 2021.

This deferral request is the result of several factors including:

- Sale of Santa Fe Clay delayed for a year, resulting in no ground rent and $10,200 in operating costs for the building.
- The equity investor for an 18-unit apartment building in Baca declined to proceed after contracting COVID. The tenant defaulted and the lease was terminated.
- City did not assume the WH21 Lease in January 2020, therefore no ground rent was paid for 12 months.
- Firebox, Inc. defaulted on its lease resulting in $86K of lost revenue.

332 Read Street, Santa Fe, NM 87501
Tel 505-982-3373 Fax 505-982-3126 www.sfrailyardcc.org

SFRCC is requesting an amendment to the Amended and Restated Lease and Management Agreement to revise the rent schedule by increasing the deferral for FY 20-21 by $400,000. Extending the current 2030 expiration date of the Agreement is not required. After the status of the sale of the Santa Fe Clay building is known, an amendment to the Lease & Management Agreement can be prepared including a revised Exhibit B, payment schedule.

SFRCC will continue to maximize its efforts to collect as much revenue as possible within the parameters of the Railyard Lease & Management Agreement. However, the economic uncertainty resulting from the pandemic will continue to present challenges.

Thank you for considering this request.

Richard Czoski, CCIM, CPM
Executive Director

cc; Steven Robinson, Board President

332 Read Street, Santa Fe, NM 87501
Tel 505-982-3373 Fax 505-982-3126 www.sfrailyardcc.org

# Amendments to the Amended and Restated Lease & Management Agreement

| Amendment # | Date | Subject |
|---|---|---|
| 1 | May 2012 | City's purchase of the Market Station condo and cinema parcels made available for development |
| 2 | January 2013 | Extend the L&M term to 6/30/29, provide rent deferrals, revise maintenance responsibilities |
| 3 | May 2013 | Provide a mechanism for SFRCC to repay the City for free cinema patron parking |
| 4 | June 2013 | Provide a mechanism for SFRCC to receive a credit from the City for rent due for the Depot building |
| 5 | September 2015 | Clarifies that all leases are assigned to the City by SFRCC in the event of termination or expiration of the L&M Agreement |
| 6 | December 2015 | Revised the Leasehold Premises, added rent deferrals, added parking spaces for residential projects to the Premises |
| 7 | March 2016 | Revised the Leasehold Premises to enable construction of Railyard Flats building |
| 8 | April 2020 | Added mechanism to provide for the sale of the Santa Fe Clay building improvements |
| 9 | May 2020 | Provided for the deferral of $492,611 from 4/30/20 to 12/31/20 |