City of Santa Fe

AGENDA

SPECIAL MEETING OF THE PUBLIC WORKS AND UTILITIES COMMITTEE
APRIL 26, 20215:00 PM
ATTEND VIRTUALLY

SPECIAL PROCEDURES FOR PUBLIC WORKS AND UTILITIES COMMITTEE MEETING

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

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

Internet: To join the Zoom meeting on the internet using a computer, laptop, smartphone, or tablet, use the following link: **https://santafenm-gov.zoom.us/j/94471809984?pwd=REhTbjdKYmVJZFFIRTlOZm9LNmp1Zz09**
Passcode: 768774
Attendees should use the "Raise Hand" function to be recognized by the Chair to speak at the appropriate time.
Phone: To join the Zoom meeting using a phone, use the following phone numbers and Webinar ID: **US: 1 253 215 8782 - Webinar ID: 944 7180 9984 - Passcode: 768774**
Phone attendees should press *9 to use the "Raise Hand" function to be recognized by the Chair to speak at the appropriate time.
The agenda and packet for the meeting will be posted at **https://santafe.primegov.com/public/portal.**
Public Comment: To provide live public comment during the *Public Comment* section, you must join the Zoom meeting by internet or phone, as follows:

Internet: To join the Zoom meeting on the internet using a computer, laptop, smartphone, or tablet, use the following link: **https://santafenm-gov.zoom.us/j/94471809984?pwd=REhTbjdKYmVJZFFIRTlOZm9LNmp1Zz09**

Passcode: 768774

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Phone attendees should press *9 to use the “Raise Hand” function to be recognized by the Chairman to speak at the appropriate time.

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **APPROVAL OF AGENDA**

4. **APPROVAL OF CONSENT AGENDA**

5. **APPROVAL OF MINUTES**

   a. Approval of Minutes from the April 12, 2021 Public Works and Utilities Committee

6. **PUBLIC COMMENT**

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

7. **PRESENTATION/INFORMATIONAL ITEMS**

   a. City of Santa Fe Water 2020 Recap and 2021 Outlook. (Jesse Roach, Water Division Director, jdroach@santafenm.gov, 955-4309)

8. **ACTION ITEMS: CONSENT**

a. Request for Approval of Amendment No. 1 to an Information Technology Agreement to Extend the Term to August 31, 2022 and to Proportionally Increase the Compensation from Six Hundred Fifty-Four Thousand Dollars ($654,000) for Three (3) Years to One Million Ninety Thousand Dollars ($1,090,000) for Five (5) Years for Parking's Citation Administration and Revenue Reconciliation System; Conduent State and Local Services, Inc. (Conduent). (Noel Correia, Parking Division Director, npcorreia@santafenm.gov, 955-6611)

COMMITTEE REVIEW:
Finance Committee: 04/19/2021
Public Works and Utilities Committee: 04/26/2021
Governing Body: 04/28/2021

b. Request for approval of Governmental Project Funding Agreement with New Mexico Office of the State Engineer – Dam Safety Bureau for completion of the Nichols Dam Outlet Conduit Rehabilitation design work as it relates to dam safety in the amount of $422,167 (Brian Snyder, Public Utilities Engineering Supervisor, bksnyder@santafenm.gov, 955-4277)

Committee Review:
Public Works and Utilities Committee: 04/26/2021
Finance Committee: 05/03/2021
Governing Body: 05/12/2021

c. Request for Approval of NMDOT Cooperative Project Agreement S100660 to Construct "Canada Rincon Trail from Calle Mejia to Camino Francisca/ Avenida Rincon" Project in the Amount of $900.000, Terminating on October 30, 2022. (Romella Glorioso-Moss, PW Project Administrator, rsglorioso-moss@santafenm.gov, 955-6632)

1. Request for Approval of a Budget Adjustment Resolution (BAR) to Budget NMDOT Grant Funding of $768,960.

COMMITTEE REVIEW:
Finance Committee: 04/19/2021
Public Works & Utilities Committee: 04/26/2021
Governing Body: 04/28/2021

d. Request Approval of Annual Action Plan describing how HUD resources will be used for the upcoming program year (Alexandra Ladd, Director, Office of Affordable Housing, agladd@santafenm.gov).
Committee Review:
Public Works and Utilities Committee: 04/26/2021
Finance Committee: 05/03/2021
Quality of Life Committee: 05/05/2021
Governing Body (Public Hearing): 05/12/201

e. Request for Approval of the Airport Coronavirus Response Grant Program (ACRGP) Grant Award No. 3-35-0037-055-2021, and corresponding Budget Amendment Resolution (BAR), in the amount of $1,570,927. (Mark Baca, Airport Manager: mdbaca@santafenm.gov, 505-955-2901)

1. Request for Approval of BAR to Budget the Federal Funding of $1,570,927.

Committee Review:
Public Works/Utilities Committee: 04/26/21
Finance Committee: 05/03/21
Governing Body: 05/12/21

f. CONSIDERATION OF RESOLUTION No. 2021-____. (Councilor Rivera and Councilor Abeyta)
A Resolution Requesting Approval of Amendment No. 1 to a Municipal Arterial Program Cooperative Grant From the New Mexico Department of Transportation Identified as Control Number L500383 Granting a Time Extension for the Planning, Design, and Construction of Agua Fria Street and South Meadows Road Intersection Improvements. (Regina Wheeler, Public Works Director, rawwheeler@santafenm.gov, 955-6622 and Tom Graham, ADA Coordinator, tmgraham@santafenm.gov, 955-6654)

COMMITTEE REVIEW:
Public Works and Utilities: 04/26/21
Governing Body: 04/28/21

g. Request for Approval of County Partnership in the San Juan Chama Return Flow Project. (Jesse Roach, Water Division Director, jdroach@santafenm.gov, 955-4309; Marcos Martinez, Assistant City Attorney, mdmartinez@santafenm.gov, 955-6502)
Committee Review:

Public Works and Utilities Committee: 04/26/2021
Finance Committee: 05/03/2021
Governing Body: 05/12/2021

h. Request for Approval of Amendment No. 2 to Contract No. 19-0384 with Vladminir Jones (Praco) to increase the compensation for FY21 in the amount of $175,000. (Randy Randall, TSF Executive Director, rrandall@santafenm.gov, 955-6209)

Committee Review:
Public Works and Utilities Committee: 04/26/2021
Finance Committee: 05/03/2021
Governing Body: 05/12/2021

i. Request for Approval of Kitchen Angels Contract #19-0590 Amendment No. 1, Term Extension of One Year from 06/30/21 to 06/30/22. (Elizabeth Peterson, Children and Youth Program manager, empeterson@santafenm.gov, 470-3186)

COMMITTEE REVIEW:
Quality of Life: 04/7/21
Public Works and Utilities Committee: 04/26/2021
Governing Body: 04/28/21

j. Request for Approval of Esperanza Shelter Contract #19-0589 Amendment No. 1, Term Extension of One Year from 06/30/21 to 06/30/22. (Elizabeth Peterson, Children and Youth Program Manager, empeterson@santafenm.gov, 470-3186)

COMMITTEE REVIEW:
Quality of Life: 04/7/21
Public Works and Utilities Committee: 04/26/2021
Governing Body: 04/28/21

k. Request for Approval of Youthworks Contract #19-0582 Amendment No. 1, Term Extension of One Year from 06/30/21 to 06/30/22. (Elizabeth Peterson, Children and Youth Program Manager, empeterson@santafenm.gov, 470-3186)

COMMITTEE REVIEW:
Quality of Life: 04/7/21

Public Works and Utilities Committee: 04/26/2021
Governing Body: 04/28/21

l. Request for Approval of Literacy Volunteers Contract #19-0588 Amendment #1, Term Extension of One Year from 06/30/21 to 06/30/22. (Elizabeth Peterson, Children and Youth Program Manager, empeterson@santafenm.gov, 470-3186)

COMMITTEE REVIEW:
Quality of Life: 04/7/21
Public Works and Utilities Committee: 04/26/2021
Governing Body: 04/28/21

m. Request for Approval of The Life Link Contract # 19-0592 Amendment #1, Term Extension of One Year from 06/30/21 to 06/30/22. (Elizabeth Peterson, Children and Youth Program Manager, empeterson@santafenm.gov, 470-3186)

COMMITTEE REVIEW:
Quality of Life: 04/7/21
Public Works and Utilities Committee: 04/26/2021
Governing Body: 04/28/21

n. Request for Approval of Coming Home Connection Contract #19-0591 Amendment No. 1, Term Extension of One Year from 06/30/21 to 06/30/22. (Elizabeth Peterson, Children and Youth Program Manager, empeterson@santafenm.gov, 470-3186)

COMMITTEE REVIEW:
Quality of Life: 04/7/21
Public Works and Utilities Committee: 04/26/2021
Governing Body: 04/28/21

o. Request for Partners in Education Contract #20-0568 Amendment 1, to Amend the Scope of Services for Engagement Coaches to Provide Outreach and Navigation Services to Improve Student Engagement. (Elizabeth Peterson, Children and Youth Program Manager, empeterson@santafenm.gov, 470-3186)

COMMITTEE REVIEW:
Finance Committee: 04/19/21

Public Works/ Utilities: 04/26/21
Governing Body: 04/28/21

p. Request for La Familia Contract Amendment #1, Term Extension of One Year from 06/30/21 to 06/30/22. (Elizabeth Peterson, Children and Youth Program Manager, empeterson@santafenm.gov, 470-3186)
COMMITTEE REVIEW:
Quality of Life: 04/07/2021
Public Works: 04/26/21
Governing Body: 04/28/21

q. Request for Santa Fe Dreamers Contract Amendment #1, Term Extension of One Year from 06/30/21 to 06/30/22. (Elizabeth Peterson, Children and Youth Program Manager, empeterson@santafenm.gov, 470-3186)
COMMITTEE REVIEW:
Quality of Life Committee: 04/07/2021
Public Works: 04/26/21
Governing Body: 04/28/21

r. CONSIDERATION OF RESOLUTION NO. 2021-____. (Mayor Webber, Councilor Lindell, and Councilor Romero-Wirth)
A Resolution Supporting the City of Santa Fe Joining the Mayors' Monarch Pledge to Preserve the Monarch Butterfly and the Habitat Upon Which It Relies. (Christine Chavez, Water Conservation Manager, cychavez@santafenm.gov, 955-4219)

COMMITTEE REVIEW:
Introduced: 04/14/21
Quality of Life Committee: 04/21/21
Public Works and Utilities Committee: 04/26/21
Quality of Life Committee: 05/5/21
Governing Body: 05/12/21

s. **Request to Publish Notice of Public Hearing on May 12, 2021.**
Consideration of Bill No. 2021-11. An Ordinance Regarding the Independent Salary Commission; Amending Section 6-19.3 SFCC 1987 To Reassign the Authority to Appoint the, Members of the Commission to the Ethics and Campaign Review Board and to Reassign the Authority to Appoint the Commission's Chairperson to the Commission's Members; and Amending

Section 6-16.2 SFCC to Add the Duty of Appointing the Independent Salary Commission Members to the Ethics And Campaign Review Board's Powers And Duties. (Councilor Garcia, Councilor Lindell, and Councilor Vigil Coppler) (Jesse Guillian, Legislative Liaison, jbguillian@santafenm.gov, 955-6518)

Committee Review:
Governing Body (Introduced): 04/14/21
Quality of Life Committee: 04/21/21
Public Works and Utilities Committee: 04/26/21
Governing Body (Request to Publish): 04/28/21
Finance Committee: 05/3/21
Governing Body (Public Hearing): 05/12/21

9. **MATTERS FROM STAFF**

10. **MATTERS FROM THE COMMITTEE**

11. **MATTERS FROM THE CHAIR**

12. **NEXT MEETING: Tuesday, May 11, 2021**

13. **ADJOURN**

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

City of Santa Fe

MINUTES

REGULAR MEETING OF THE PUBLIC WORKS AND UTILITIES COMMITTEE APRIL 12, 2021 AT 5:00 PM VIRTUAL MEETING

1. **CALL TO ORDER**

2. **ROLL CALL**

Members Present:

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

Members Excused:

Others Attending:

Jamie-Rae Diaz, Administrative Manager
Regina Wheeler, Public Works Department Director
Shannon Jones, Public Utilities Department Director
Jeff Norris, Legislative Liaison Assistant
Christine Chavez, Attendee
Bradley Fluetsch, Attendee
Mike Dozier, Attendee
Tom Graham, Attendee
Renee Villarreal, Attendee
Erin McSherry, Attendee
Javier Rosado, Attendee
Alexandra Ladd, Attendee
Rich Brown, Attendee
Jamie Cassutt-Sanchez, Attendee

3. **APPROVAL OF AGENDA**

4. **APPROVAL OF CONSENT AGENDA**

5. **APPROVAL OF MINUTES**

a. Approval of Minutes from the March 29, 2021 Public Works and Utilities Committee

6. **PUBLIC COMMENT**

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

7. **PRESENTATION**

a. Public Utilities Update on Quarterly Employee Trainings. (Shannon Jones, Public Utiities Department Director, swjones@santafenm.gov, 955-4642)

8. **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, 955-6654)

COMMITTEE REVIEW:
Finance Committee: 04/05/2021
Public Works & Utilities Committee: 04/12/2021
Governing Body: 04/14/2021

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

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

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

Against: None

Abstain: None

Approved on Consent Agenda to forward to 4/14/2021 Governing Body

b. 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

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

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

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

Against: None

Abstain: None

Pulled by Councilor Vigil Coppler for discussion. Approved to forward to 4/28/2021 Governing Body

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

COMMITTEE REVIEW:
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
Quality of Life Committee: 4/21/21
Governing Body: 4/28/21

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

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

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

Against: None

Abstain: None

Pulled by Councilor Vigil Coppler for discussion. Approved to forward to 4/21/2021 Quality of Life Committee with the two (2) amendments made by Councilor Villarreal, Councilor Garcia, and Councilor Cassutt-Sanchez.

d. 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

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

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

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

Against: None

Abstain: None

Approved on Consent Agenda to forward to 4/28/2021 Governing Body.

e. Request for Approval of a Professional Services Contract for PK Public Relations for the Water Conservation Public Relations and Public Outreach through FY 2024 in a total amount of $254,791.27. (Andrew Erdmann, Water Conservation Specialist, paerdmann@santafenm.gov, 955-4223)

Committee Review:
Public Works and Utilities Committee: 04/12/2021
Water Conservation Committee: 04/13/2021
Finance Committee: 04/19/2021

Governing Body: 04/28/2021

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

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

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

Against: None

Abstain: None

Pulled by Councilor Lindell for discussion. Approved to forward to 4/12/2021 Water Conservation Committee.

f. Request for the Approval of Amendment No. 5 to HDR Engineering, Inc. for the Wastewater Digester Project Engineering Construction and Design Contract for an extension of time and funding to complete the Digester Project for a period of time not to exceed the requisite time for the project completion and subsequent period in the total amount of $190,579. (Mike Dozier, Wastewater Division Director, mldozier@santafenm.gov)

Committee Review:

Public Works and Utilities Committee: 04/12/2021
Finance Committee: 04/19/2021
Governing Body: 04/28/2021

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

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

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

Against: None

Abstain: None

Approved on Consent Agenda to forward to 4/19/2021 Finance Committee.

g. Request for Approval of a Budget Amendment Resolution (BAR) in the total amount of $190,579 from Cash Balance to fund the HDR Contract Amendment No. 5. (Mike Dozier, Wastewater Division Director, mldozier@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 04/12/2021
Finance Committee: 04/19/2021
Governing Body: 04/28/2021

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

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

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

Against: None

Abstain: None

Approved on Consent Agenda to forward to 4/19/2021 Finance Committee.

9. **ACTION ITEMS: DISCUSSION**

10. **EXECUTIVE SESSION**

11. **MATTERS FROM STAFF**

12. **MATTERS FROM THE COMMITTEE**

13. **MATTERS FROM THE CHAIR**

14. **NEXT MEETING: April 26 2021**

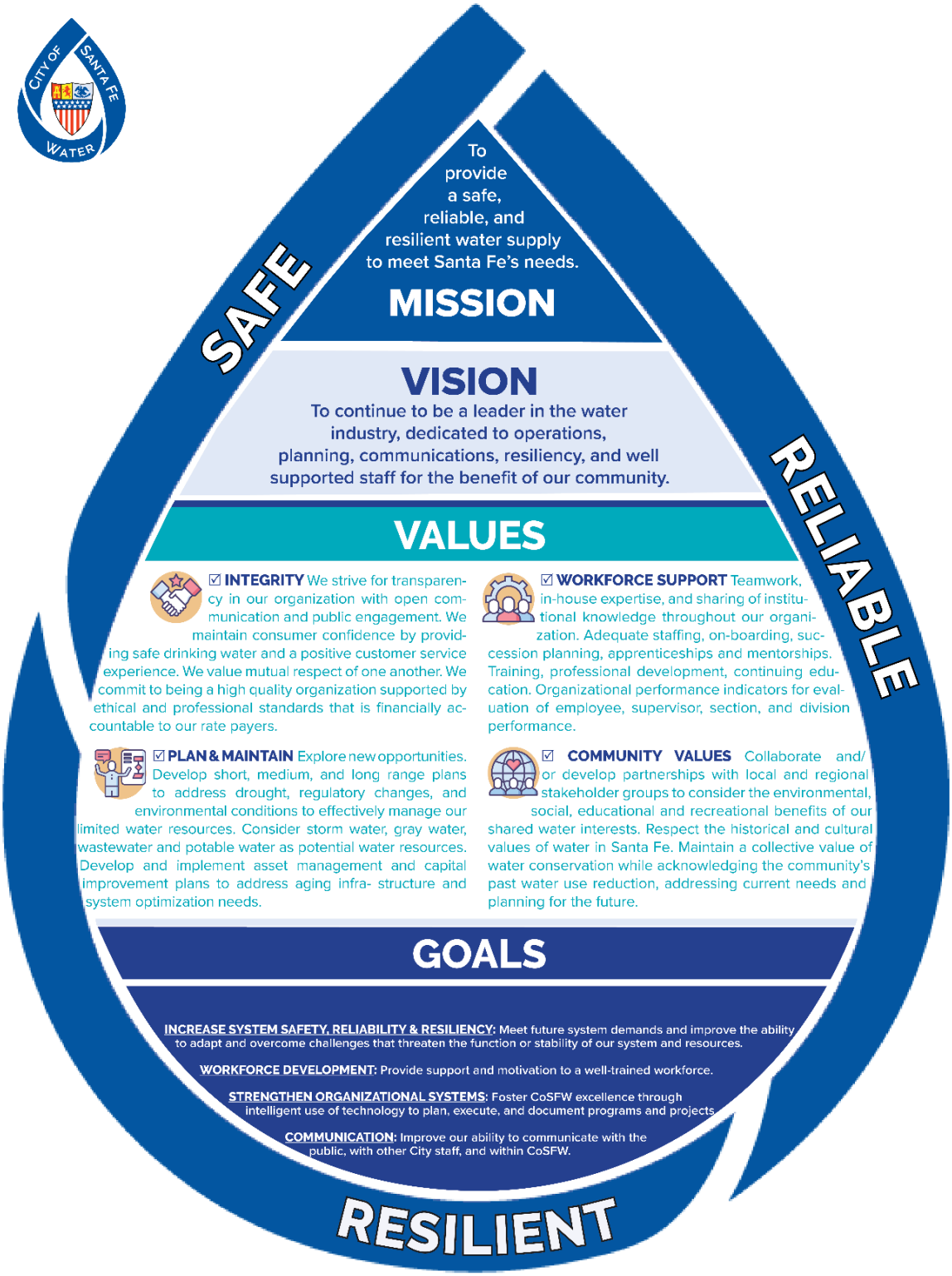
15. **ADJOURN**

Meeting adjourn at 6:09

Liaison

Chair

City of Santa Fe Water
2020 Annual Report



City of Santa Fe

Alan Webber, Mayor

Jarel Lapan Hill, City Manager

City Councilors

Signe Lindell, Mayor Pro Tem, District 1

Renee Villareal, District 1

Carol Romero-Wirth, District 2

Michael Garcia, District 2

Chris Rivera, District 3

Roman “Tiger” Abeyta, District 3

JoAnne Vigil Coppler, District 4

Jamie Cassutt-Sanchez, District 4

Contributing Departments

ITT

Land Use

Affordable Housing

Sustainability

Utility Billing & Customer Service

Water Resources & Conservation

Wastewater Management

Compiled, Written & Edited

City of Santa Fe Water Staff

Cover Image

The “Strategic Drop”, a visual summary of outcomes from the 2020 City of Santa Fe Water Strategic Planning Process

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Executive Summary

Each year City of Santa Fe Water (CSFW) submits a report summarizing operational information from the previous calendar year including: water supply, water demand, system efficiency, non-potable water deliveries, water quality, sustainability and planning. Highlights from this report are provided below including where in the report more information can be found.

- 2020 was a dry year in Santa Fe. Precipitation in the Santa Fe Municipal Watershed was measured at 8", slightly more than half of the 17.4" recorded in 2019 and less than 60% of the ten year average. Dry conditions led to increased demand for outdoor watering and reduced water available to replenish reservoir storage. Pages 5-6.
- Gallons per Capita per Day (GPCD) is a metric for measuring water system efficiency – water use per person per day. In 2020 Santa Fe's system GPCD was 93, up from 87 in 2019. Page 7.
- The COVID-19 pandemic forced a shift in how people live – more time was spent at home and less time at work, and many Santa Fe businesses were forced to shut down. CSFW customer water use reflected the shift as commercial use dropped 22% compared to 2019. Pages 7-8.
- CSFW produced 8,779 Acre-Feet (AF) in 2020, up from 8,268 AF in 2019. Despite low precipitation, with reservoir storage the City was largely (87%) supplied by surface water in 2020. Pages 5, 8.
- CSFW measures and reports on water quality with sampling and reporting schedules that address many potential contaminants. In 2020, CSFW had no exceedances of measured contaminants and therefore no violations. Page 13.
- Treated effluent water from the Paseo Real Water Reclamation Facility (PRWRF) is used to meet some irrigation demands within the City and thus reduce the overall use of potable water. In 2020 the PRWRF faced numerous operational challenges exacerbated by slower repair times due to COVID-19 resulting in 47 days when treated water could not be delivered for irrigation. Page 18.
- Updated balances for the Water Bank, a mechanism used by the City to ensure adequate water availability to meet the needs of new building stock as it is constructed, reflect the increase in construction in recent years and a shift towards larger construction projects. Pages 17-19.
- The City recently passed the 25-Year Sustainability Plan and CSFW is working to achieve the goals laid out therein. Notable progress has been made toward optimization of reclaimed water and groundwater modelling. Pages 20-22.
- Working with water customers and regional partners to develop plans for the future is another focus for CSFW and 2020 was the first year in a five-year planning process designed to develop the Santa Fe 2100 Water Plan. Page 22.
- CSFW also developed a strategic plan which included an update to the mission statement. The mission of CSFW is to provide a safe, reliable, and resilient water supply to meet Santa Fe's needs. Pages 22-23.
- 2020 was a dry year, but decades of success reducing overall demand paired with access to stored water allowed CSFW to remain largely on surface water allowing continued recovery of groundwater resources from past overuse. 2021 is projected to be a dry year and reservoir levels are low. The challenges presented by extended dry conditions will be a challenge, but CSFW has been resting our wells to prepare for situations exactly like this. Page 24.

Acronyms

3BL – Triple Bottom Line, an accounting framework that uses social and environmental criteria, in addition to economic ones, to inform organizational decision making.

AF – Acre-Foot = a unit of measurement for large quantities of water based on irrigation standards. An acre-foot is enough water to cover an acre of land in one foot of water, 325,851 gallons. In Santa Fe, that's enough to support roughly five average single-family homes for one year.

AFY – Acre-Foot per Year. This is the unit of measurement generally used in New Mexico water rights permits including City of Santa Fe Water's water rights portfolio.

BOR – Bureau of Reclamation

BDD – Buckman Direct Diversion

BWF – Buckman Well Field

CoCoRaHS – Community Collaborative Rain, Hail & Snow. This is a network of volunteers with weather stations who report precipitation data.

EPA – United States Environmental Protection Agency

GPCD – gallons per capita per day, an estimate of the amount of water used in a system per resident served that is used to track and compare the effectiveness of water conservation efforts.

CRWTP – Canyon Road Water Treatment Plant, located at the top of Canyon Road, which treats Santa Fe River water.

CSFW – City of Santa Fe Water, previously City of Santa Fe Water Division, previously Sangre de Cristo Water

CWF – City Well Field

NMED – New Mexico Environment Department, a state agency that regulates water quality measures including those by which CSFW operates.

OSE – Office of the State Engineer

PDR – Project Delivery Requirement, the total amount of water permitted by the OSE for diversion at a given acequia headgate.

PRWRF – Paseo Real Water Reclamation Facility, the wastewater treatment plant located on airport road near the airport.

SFMW – Santa Fe Municipal Watershed

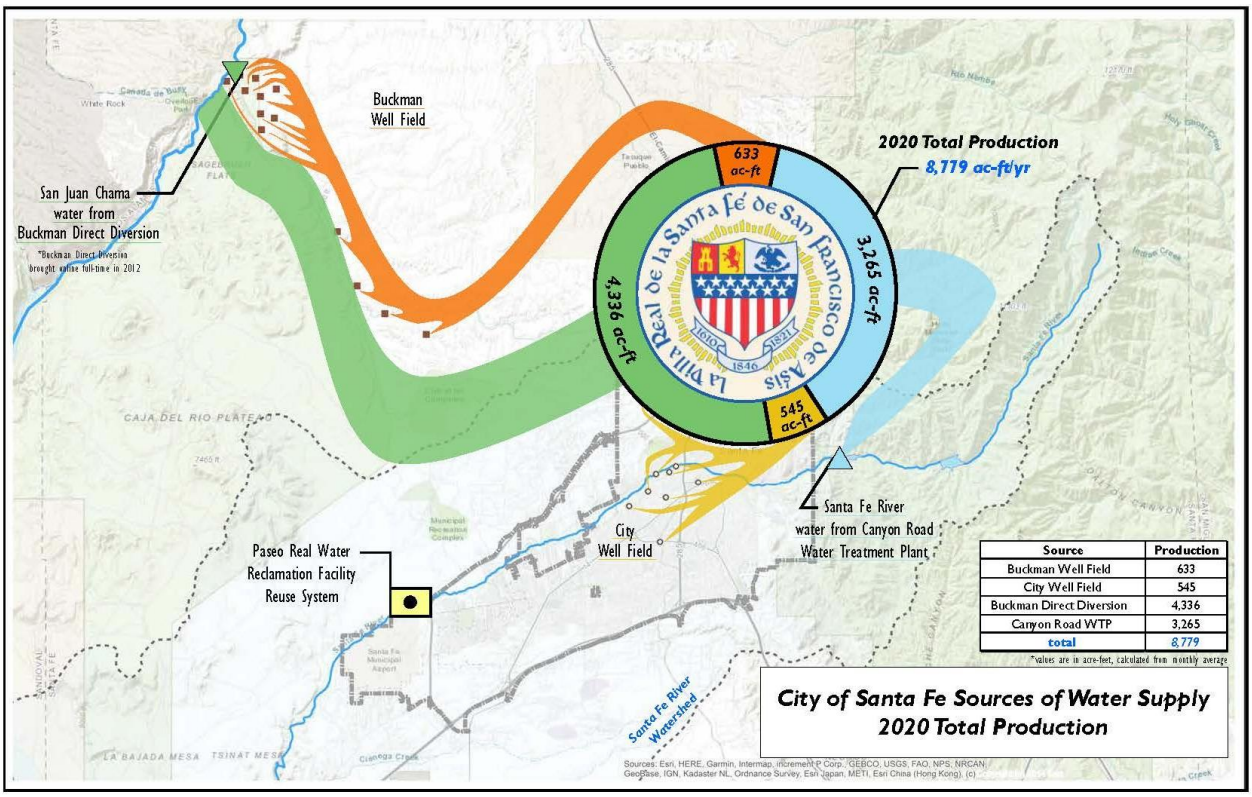
SJCP – San Juan – Chama Project

WCO – Water Conservation Office

WRA – Water Resource Agreement

WRC – Water Rebate Credit

WWM – Wastewater Management



1 - Map of City of Santa Fe Water sources of supply

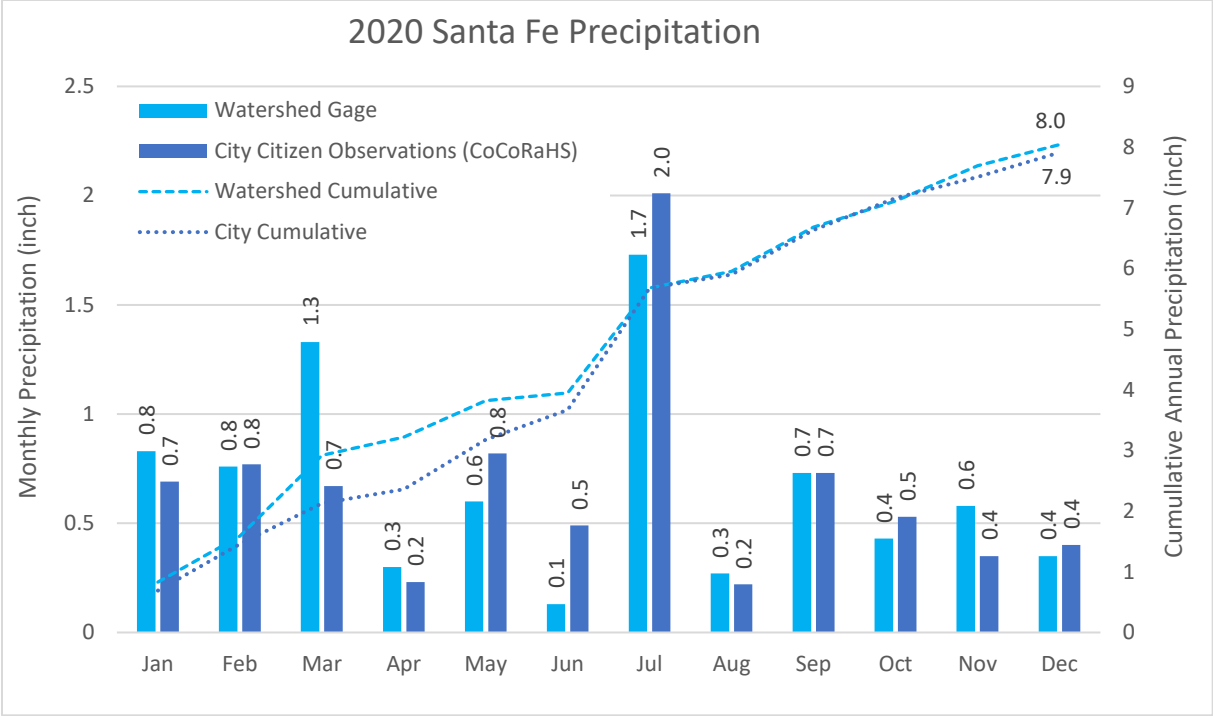
Introduction

Submitted pursuant to City Code, the purpose of this report is to summarize information about City of Santa Fe Water (CSFW) including summaries of: water supply, water demand, efficiency and conservation, non-potable water deliveries, precipitation, and water quality. The report is also used to educate readers about the Santa Fe Water System and to archive the intentions, strategies, and challenges faced by CSFW.

2020 was unprecedented and unforgettable – and the rain stopped in Santa Fe at about the same time the global pandemic closed the stores and sent everyone home. Total water production in 2020 was up 6% at 8,779 Acre-Feet (AF) from 8,268 AF in 2019. Given the extent of drought, and resulting increased outdoor water demand, this is a reasonable – and perhaps small – increase, although the unprecedented nature or 2020 makes it difficult to compare with previous years.

Drought & Precipitation

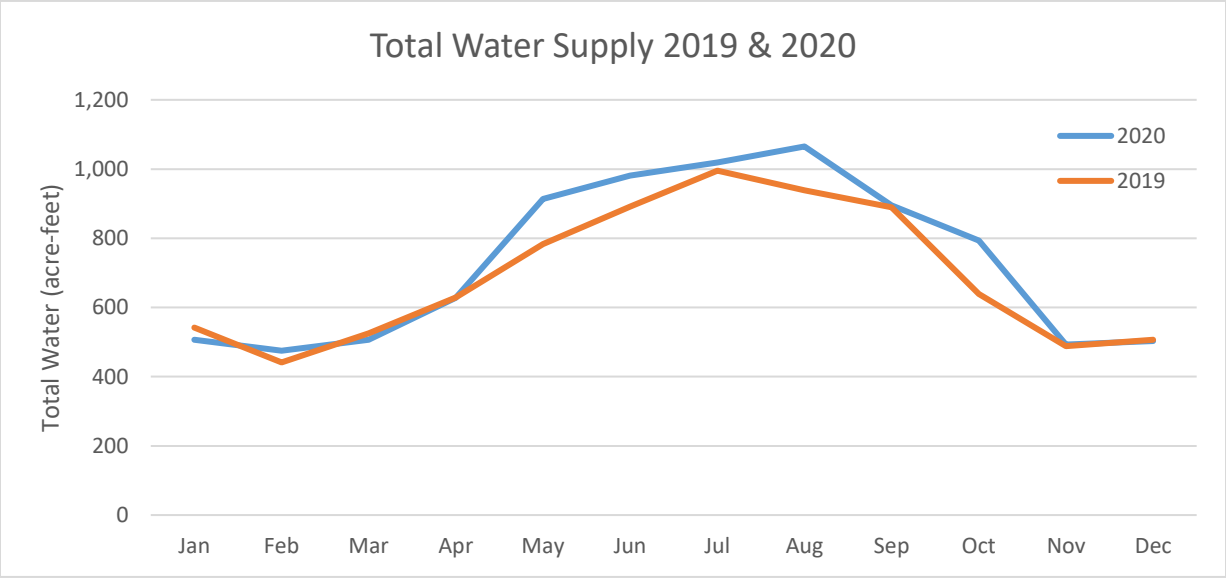
Rain and snowfall was very low in 2020 with 8 inches of annual precipitation in the Santa Fe Municipal Watershed (SFMW) the lowest measured since that gage was installed in 2006. The result of the low precipitation is an increased water demand for irrigation and reduced surface water to refill reservoirs. Reservoir storage going into 2020 helped to mitigate the impact of drought. Precipitation is highly variable across Santa Fe, but one total from the Community Collaborative Rain Hail and Snow (CoCoRaHS) and snow network measured a total of 7.9”distributed as shows in the graph below.



2 – Santa Fe 2020 monthly and annual precipitation

Treated Water Demand

2020 began with decent snowpack and precipitation rate through March. By May, rain was scarce and people were at home and water demand exceeded 2019 levels into the fall. Winter water use was consistent with previous years.



3 - Comparison of total water supplied by month for 2019 & 2020

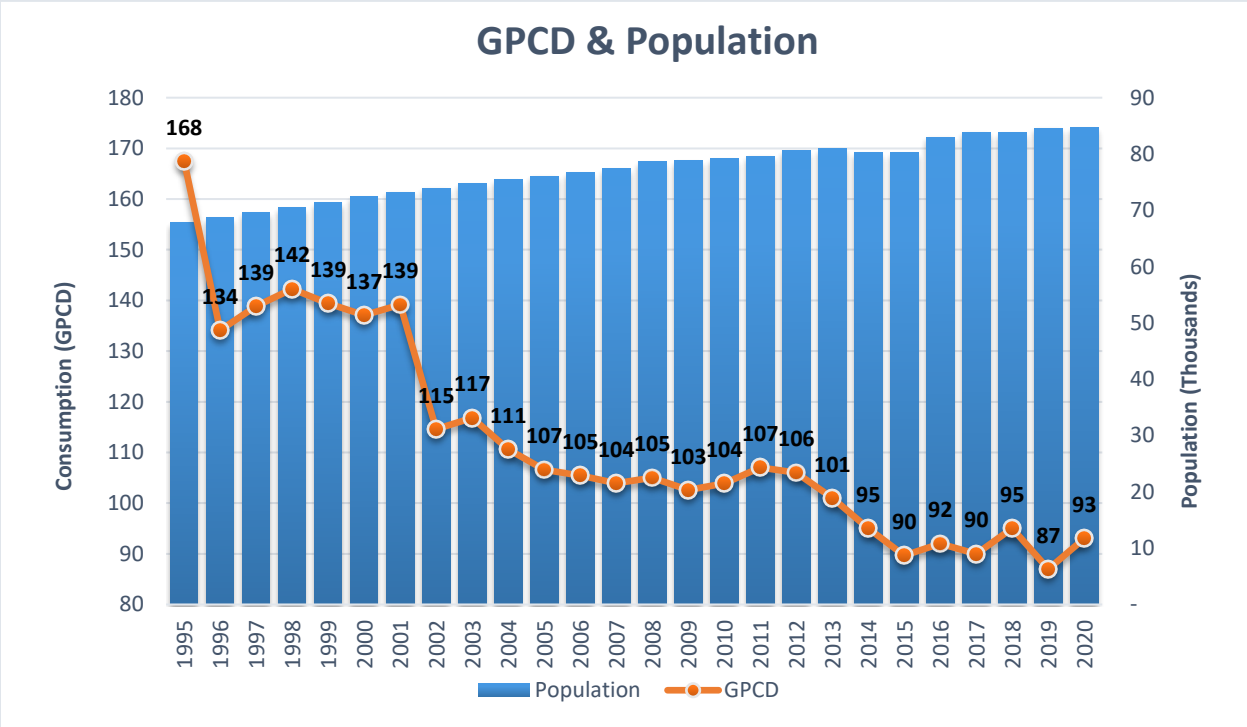
Per Capita Consumption

One measure of conservation effectiveness use by the Water Conservation Office (WCO) is gallons per capita per day (GPCD) which is an estimate of how much water is used on average per resident per day. The measurement is used internally to track program effectiveness over time and it is reported to the New Mexico Office of the State Engineer (OSE) who require submittal of the calculation annually for the City's water right permit compliance.

The City of Santa Fe has lowered the system GPCD by more than 30% since purchasing Sangre de Cristo water from PNM in 1995. The water conservation achieved by Santa Feans makes CSFW more resilient in the face of drought and reduces the impact when groundwater is needed to support the City.

GPCD Calculator Methodology

There are two primary components to the GPCD calculation: water supplied and population. The GPCD calculator uses a combination of US Census/American Community Survey data and CSFW water production data to determine the system GPCD.

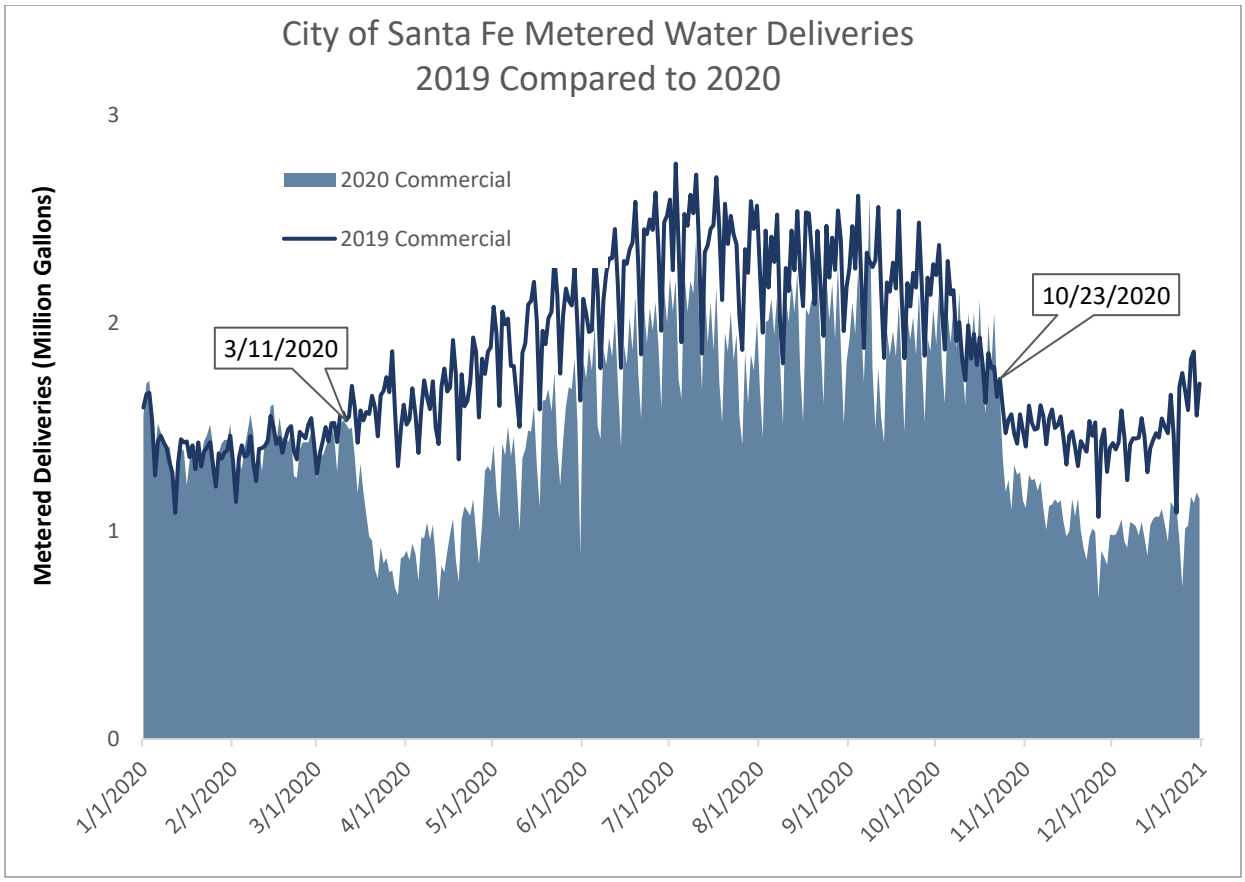


4 - Population and GPCD since 1995

CSFW billing data is used to further differentiate the system GPCD into four categories: Single-Family Residential, Multi-Family Residential, Commercial, and Other including fire hydrants and irrigation meters. In 2020, Single Family Residential GPCD increased and Commercial GPCD decreased reflecting the change to many people working and learning from home.

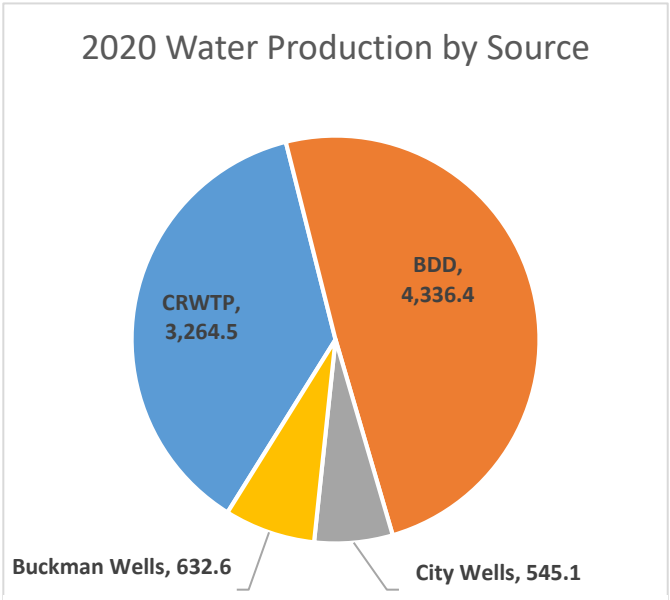
Water Use & the Pandemic

One of the most substantial changes seen in water use during 2020 was a marked decrease in commercial water use tied directly to COVID driven shutdowns in March and October. Commercial use in 2020 was down 22% compared to 2019.



5 – Metered Commercial Water Use in 2020 Compared to 2019

Water Supply Sources



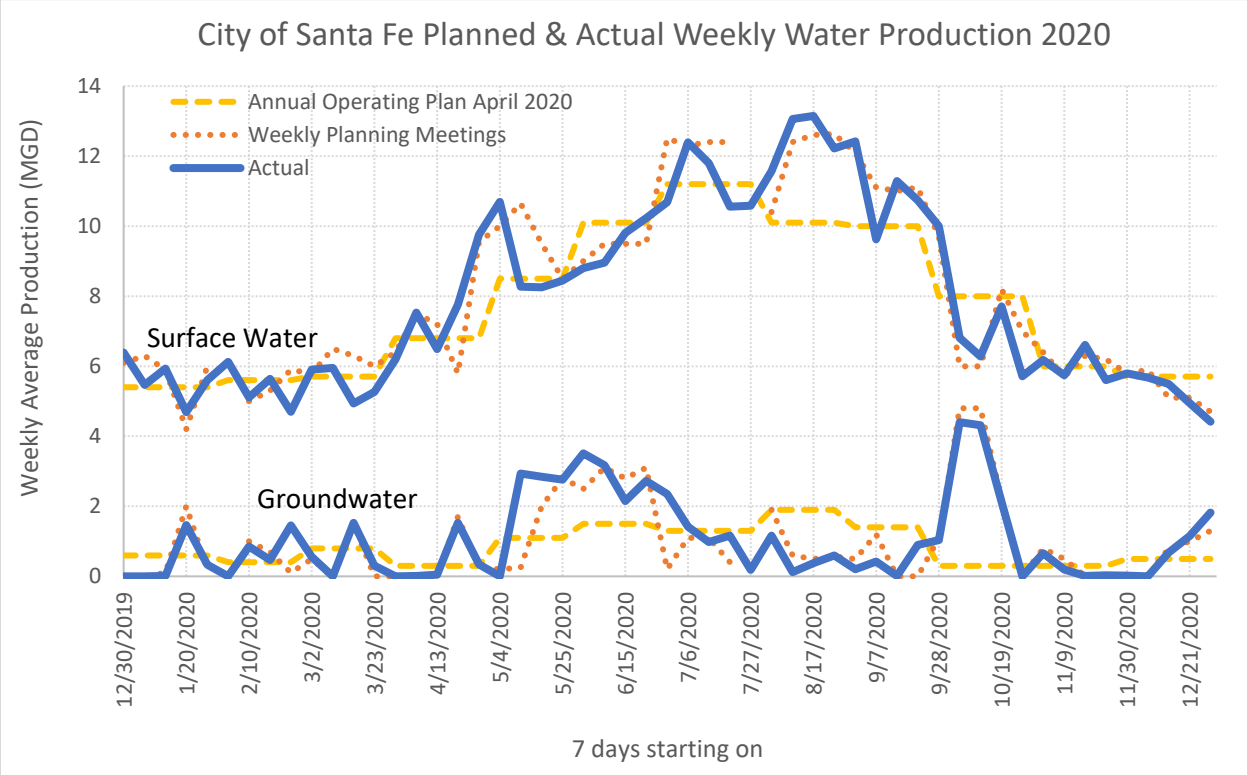
6 - Composition of CSFW water production in 2020

Despite low levels of precipitation, Santa Fe was still able to produce 87% of the water needed to meet customer demand using surface water. High reservoir levels and decent snowpack coming into 2020 mitigated the impacts of drought. The annual plan established in April 2020 for anticipated surface water and groundwater production was followed fairly closely. Reservoir levels at the end of 2020 were substantially lower and groundwater will likely be needed to a greater extent in 2021 than in recent years.

Surface Water

CSFW collects surface water from two watersheds: the Santa Fe River Watershed and the San Juan River Watershed.

The Santa Fe River flows out of a 17,000 acre watershed in the Sangre de Cristo Mountains above Upper Canyon Road. Water availability from the Santa Fe River is mostly determined by snowpack. Santa Fe's water right and storage is limited but there is not usually enough precipitation in the watershed to reach those limits.



7- Weekly CSFW water production in 2020

The San Juan River Watershed is located in Southern Colorado and is part of the larger Colorado River Watershed. The San Juan – Chama Project (SJCP) is a Bureau of Reclamation (BOR) project to deliver water from the San Juan River Watershed into the Rio Chama system where it is stored in Heron reservoir. CSFW stores water in Heron, El Vado, and Abiquiu reservoirs, for release as needed to flow downstream and into the Rio Grande where it can be diverted at the Buckman Direct Diversion (BDD) and treated for use. Santa Fe's water availability from the San Juan – Chama project is 5,230 AFY dependent on water availability in the San Juan watershed.

The Santa Fe River & the Canyon Road Water Treatment Plant

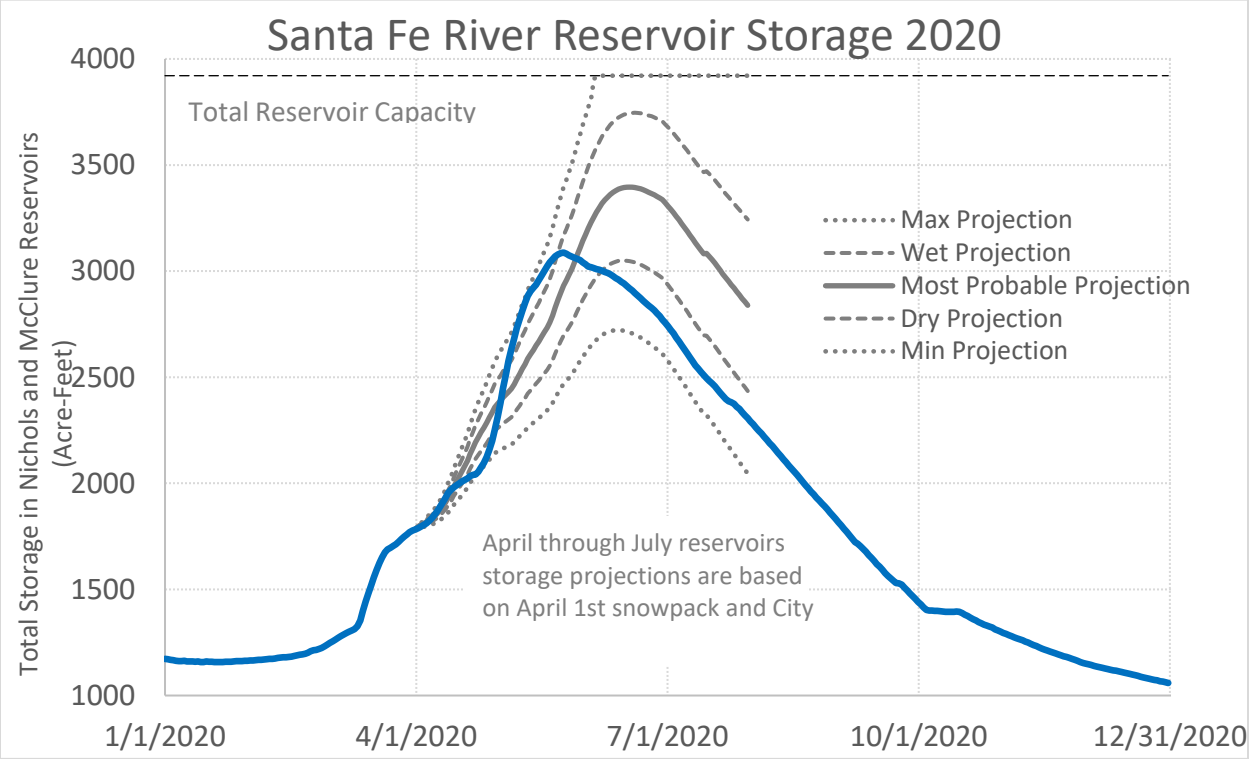
The Santa Fe River has always provided drinking and irrigation water to Santa Fe residents. Prior to the purchase of the water company from PNM in 1995, CSFW was known as the Sangre de Cristo Water Company because of the original source of its water. CSFW is permitted to divert up to 5,040 acre-feet/year (AFY) of water from the Santa Fe River. Santa Fe River water is stored in McClure and Nichols

reservoirs before being treated at the Canyon Road Water Treatment Plant (CRWTP) and delivered – almost entirely through gravity – to customers throughout Santa Fe.

Reservoir	Storage Capacity	Storage as of April 5, 2021	Storage as of April 5, 2020	Storage as of April 5, 2019
Nichols	663 AF	166 AF	515 AF	626 AF
McClure	3257 AF	639 AF	1296 AF	2031 AF
TOTALS	3920 AF	805 AF / 21 %	1811 / 46 %	2657 / 68 %

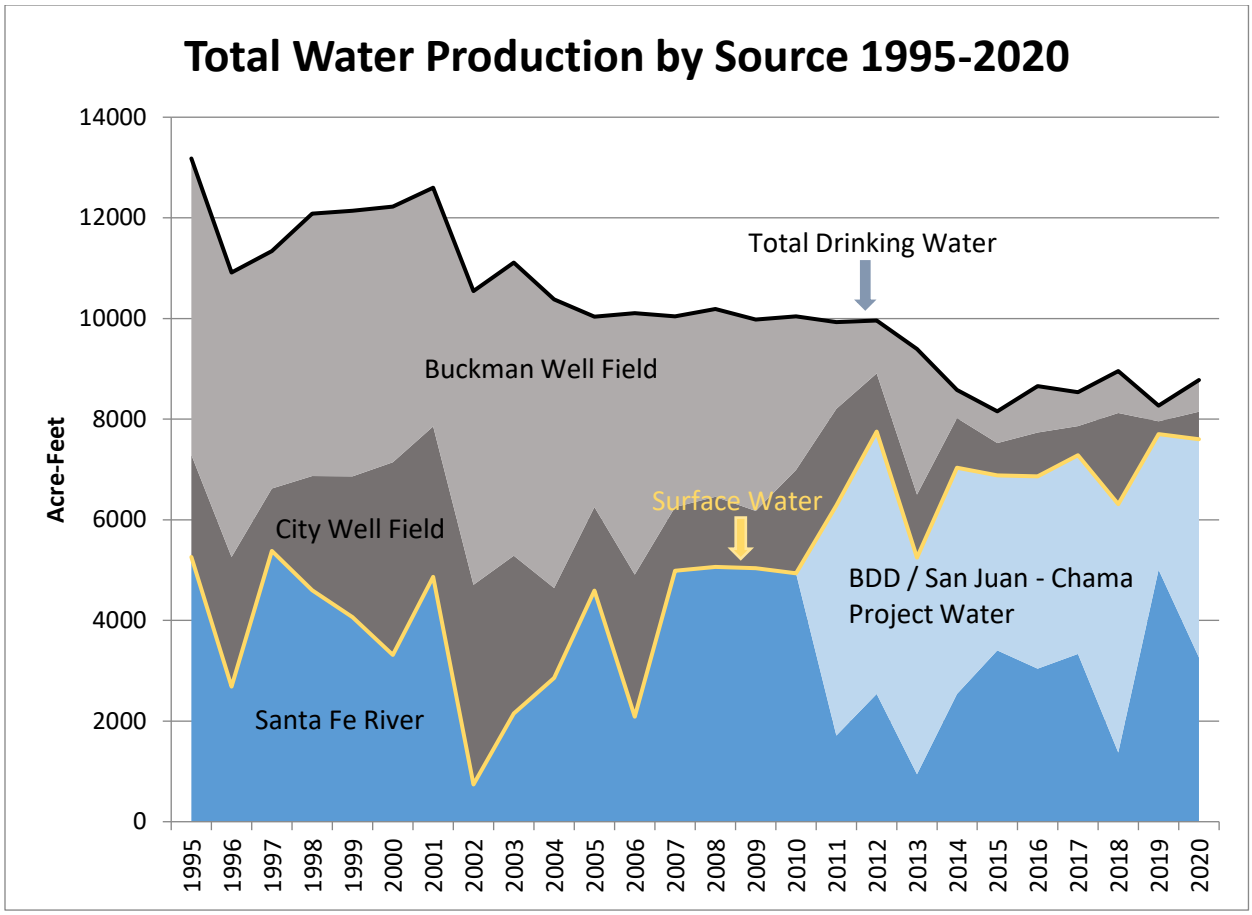
8 – Spring reservoir storage levels in the Santa Fe Municipal Watershed 2019-2021

CSFW uses satellite data to estimate water levels in the watershed and in the spring, plan reservoir operations accordingly. In 2020, the snow melted faster than projected, and the dry spring reduced total volume below projected.



9 – 2020 reservoir storage levels in the Santa Fe Municipal Watershed

2020 began with adequate reservoir levels and relatively deep snowpack allowing CSFW to produce 3,264.5 AF of drinking water from Santa Fe River via the CRWTP, 37% of total water demand for the year. Maximum utilization of stored water to meet demand in 2020 successfully preserved groundwater, but after a dry winter the reservoirs do not have the capacity to produce as much in 2021 as they did in 2020. 2021 will also see substantial construction work in the reservoirs and a resulting planned shutdown of CRWTP at the end of August that will extend into the spring of 2022.



10 - Annual composition of CSFW drinking water since 1995 showing overall reduction and increase in surface water use

Rio Grande Compact Operations

The Rio Grande Compact (Compact) which governs sharing of Rio Grande Water between Colorado, New Mexico, and Texas was signed by the 3 states in 1938. After that agreement went into effect, City of Santa Fe Water expanded reservoir storage in the Santa Fe River. Because this expansion occurred after the Compact was signed, and because the Santa Fe River is a tributary to the Rio Grande, this newer storage space is governed by certain provisions in the Compact. In 2020, New Mexico owed water to Texas, and as a result, CSFW had to store 948 AF of "debit" water in this newer storage space for release to the Rio Grande in January of 2021.

In order to maintain local surface water in storage CSFW had the option to release some or all of the debit water in Nichols and McClure "by exchange" by releasing water stored in Abiquiu Reservoir on the Rio Chama instead. CSFW saw release of a portion of the debit water into the Santa Fe River as an opportunity to provide aesthetic and hydrologic benefits to the river system during a dry time and also learn about how much of the release would make it to the Rio Grande. After several downstream communities expressed concerns with a pulse release on the Santa Fe River during the winter, all of the debit water was released from Abiquiu.

The Santa Fe Municipal Watershed (SFMW)

Ensuring the health and resiliency of the Santa Fe River requires managing the Santa Fe Municipal Watershed (SFMW), the land on which the water collected by the reservoirs falls, to protect from

wildfire and protect source water quality. Prescribed burns and tree thinning are the predominant methods used to protect the SFMW from wildfire. In 2020, the USFS did not conduct prescribed burns due to COVID safety concerns and incomplete protocols for Mexican Spotted Owl management. For 2021, the required protocols are in place for owl protection. Some thinning and pile burning was conducted by the Santa Fe Fire Department.

Nichols & McClure Dam Status

Upgrades are planned for Nichols Dam Site in 2021 and 2022 to address required repairs noted by the OSE in 2019. Construction in the municipal reservoir will limit the availability of water storage in Nichols during the winter of 2021-2022 (along with the planned shutdown of CRWTP noted above). Nichols is the smaller of the two Santa Fe River reservoirs, so the water resources impact of this construction is expected to be minimal. Similar repairs are planned for McClure during the winter of 2023-2024.

San Juan – Chama Project Water

The SJCP is operated by the BOR and delivers water from the Upper Colorado River Basin through tunnels into the Rio Grande basin as part of the Colorado River Compact.

CSFW has 5,230 AFY of SJCP contract water rights which is diverted, treated, and delivered into the City via the BDD, a facility co-owned by CSFW, the Santa Fe County Water Utility and the Club at Las Campanas where untreated river water is used for golf course irrigation. CSFW's SJCP water is stored predominantly in Heron and Abiquiu reservoirs, though some is stored in El Vade at times to help with water operations on the Rio Chama.

Reservoir	Storage as of April 5, 2021	Storage as of April 5, 2020	Storage as of April 5, 2019
Heron Reservoir	4790 AF	7355 AF	4676 AF
El Vado Reservoir	0 AF	0 AF	5087 AF
Abiquiu Reservoir	8214 AF	9208 AF	2483 AF
San Juan Chama TOTALS	13,004 AF	16,563 AF	12,237 AF

11 - Reservoir storage levels in the Chama Watershed

The BDD diverts water from the Rio Grande at a point near the terminus of Diablo Canyon, which is also the former Buckman townsite along the historic Chili Line Railroad. The Buckman Direct Diversion, and the Buckman wells, are named for the historic Buckman townsite.

Santa Fe County Water Deliveries

Up until 2012, CSFW served a number of customers located outside of City limits. Following the conclusion of a round of annexations that ended in 2012 – ending a period of annual annexations that began in 1955 – the County began operating its own water utility serving customers outside the City with water derived from the County's portion of the BDD facility and its native Rio Grande water rights.

Negotiations between the City and County over the operational and financial relationship of the two utilities resulted in the 2016 Water Resource Agreement and its subsequent revision in the 2018 Amended and Restated Water Resources Agreement (WRA). The terms of the WRA specify the conditions under which CSFW provides water to Santa Fe County at times when BDD in inadequate to meet demand. In 2020, no WRA water was delivered to Santa Fe County.

The Santa Fe County Commission and the City Council passed a shared pool agreement in 2020 that allows the City and County to cooperate on the release and diversion of Rio Grande water owned by Santa Fe County and City owned SJCP water. Coordinated management of the two sources supplied by the BDD will provide greater flexibility to the BDD and optimize opportunities for total diversion and water treatment.

Groundwater

CSFW pumps groundwater from two aquifers: the City Wellfield (CWF) pumps water from the aquifer beneath Santa Fe and the Buckman Wellfield (BWF) pumps water from an aquifer northwest of Santa Fe near the Rio Grande. For many years Santa Fe relied heavily on groundwater with impacts to groundwater levels. Since the BDD came online in 2011, the City has been able to reduce groundwater use and local aquifers are recovering. Some groundwater use is necessary to keep wells ready for operation at any time and to comply and cooperate on environmental compliance and monitoring. In 2020, groundwater accounted for 13% of total water production.

The City Wellfield (CWF)

The CWF is entirely within the City, mostly along the Santa Fe River, and consists of seven active wells.

St. Mike's well, also in the City limits, is older than the CWF and is permitted separately – as a Supplemental Well associated with the City's Santa Fe River permit. In this report the water pumped from the St. Mike's well is included in the CWF totals to differentiate water sources based on ground- or surface-water.

The Buckman Wellfield (BWF)

The BWF consists of 13 wells located near the Rio Grande at the historic Buckman townsite, approximately 15 miles northwest of Santa Fe, and along the BDD transmission line which also transmits BWF water.

Water Quality

Water quality information is reported in detail in the Annual Water Quality Report, available online at https://www.santafenm.gov/water_quality. In 2020, the City's drinking water met all U.S. Environmental Protection Agency (EPA) and State water quality limits.

As water travels over the land or through the ground, it dissolves naturally occurring minerals and can pick up substances from the presence of animals or from human activity. Contaminants in drinking water may include microbial contaminants, inorganic contaminants, pesticides and herbicides, organic chemical contaminants, and radioactive contaminants. To ensure that tap water is safe to drink, the EPA prescribes regulations that limit the number of certain contaminants in water provided by public drinking systems.

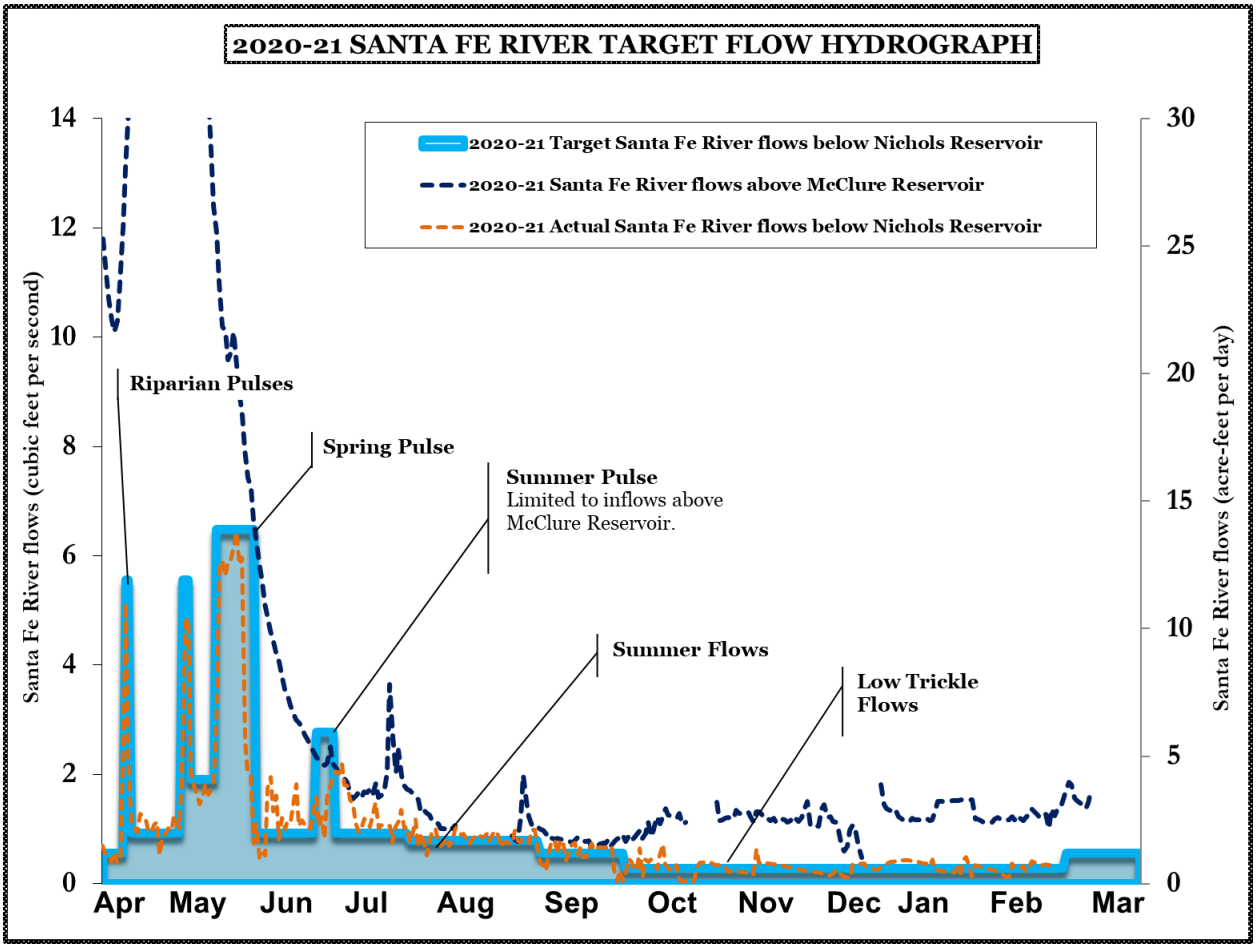
The New Mexico Environment Department (NMED) completed a Source Water Assessment for the City of Santa Fe which includes a determination of source water protection areas of concern. NMED concluded: "The Susceptibility Analysis of the City of Santa Fe water utility is well maintained and operated, and the sources of drinking water are generally protected from potential sources of contamination based on an evaluation of the available information. The susceptibility rank of the entire water system is 'moderately low.'"

Other Water Demands

Water demands in Santa Fe are not met exclusively with treated drinking water and the water utility also delivers untreated Santa Fe River water to acequias for irrigation and to the Santa Fe River channel to comply with the Living River Ordinance. The Wastewater Management (WWM) division of the Public Utilities Department provides reclaimed wastewater for non-potable re-use (turf grass irrigation).

Santa Fe's Living River

Target flows for a 'Living River' support the Santa Fe River's riparian corridor, providing wildlife habitat, and adding the beauty of free-flowing water to the parklands along the Santa Fe River. Other benefits of a green river corridor include shading and cooling of the urban environment, supporting plants that convert carbon dioxide into oxygen, helping to clean stormwater runoff, and controlling erosion. The Living River Ordiance has favorably positioned Santa Fe to participate in newer initiatives such as the 2020 certification of the City as a LEED platinum City, designation as a Bee's City USA , the potential to be the home of the first urban Pollinator Trail, and the Tree Canopy initiative.



12 - 2020 Living River hydrograph

In average years, the Santa Fe River target flows provide up to 1,000 acre-feet of water to the Santa Fe River downstream of Nichols Reservoir, in drier years less. The April 1st 2020 forecast was for 71% of

normal resulting in Santa Fe River target flows of 710 acre-feet. In 2020 these target flows were coordinated with river based community events, and provided water to recently planted vegetation along the Santa Fe River.

Surface Water Diversions

There are a number of diversions from the Santa Fe River – places where the flow of the river is diverted by a managed diversion structure – after it leaves the Santa Fe Municipal Watershed (SFMW). Most of these diversions are for acequias and one is for a nature preserve.

Acequia Deliveries

Acequias are traditional irrigation ditches whose construction, maintenance, and success are intertwined with the history of northern New Mexico. New Mexico water rights, like the water rights in most Western U.S. States, recognize older rights as superior to younger ones. Some the water rights on the Santa Fe River are older than those held by the City and the construction and operation of the municipal reservoirs and the CRWTP have changed the way that those acequias function.

Friction between the operation of the City Water System and the acequias was a source of conflict for decades and resulted in a court ordered set of requirements. CSFW is required to bypass water to Acequia Cerro Gordo and Acequia Madre and to strive to meet the Project Delivery Requirement (PDR) for each. Flows to Acequia del Llano are measured at Nichols Dam, and measurements of the flow in Acequia Madre and Acequia Cerro Gordo are monitored by recently installed gaging stations. There is no gage for Acequia Muralla. Project delivery is the water required at the head of the entire Acequia system, while farm delivery is the sum of water required at each property boundary. The difference represents losses in the Acequia system outside of the farms.

Month	**Acequia Diversions (AF)**				
	Acequia del Llano[1]	**Acequia Cerro Gordo[2]**	**Acequia Madre**	**Acequia Muralla[3]**	**TOTALS**
April	6.40	0.00	3.21	0.59	10.20
May	15.42	1.78	10.87	2.15	30.23
June	10.48	15.25	6.03	3.22	34.98
July	14.23	13.74	3.85	3.71	35.52
August	14.13	8.57	3.22	2.74	28.66
September	11.72	9.44	2.57	1.93	25.66
October	4.10	4.96	0.38	0.72	10.16
November	0.00	0.30	0.00	0.00	0.30
TOTALS	**76.48**	**54.04**	**30.12**	**15.07**	**175.50**
Farm Delivery Requirement	46.44			39.23	
Project Delivery Requirement	Not Defined	11.08	82.40	Not Defined	

5 - Annual diversions to acequias from the Santa Fe River

[1] Farm delivery requirement estimated based on 17.2 acres in 1977 Hydrographic Survey multiplied by 2.7 feet.
[2] Monitoring by the OSE gage on Acequia Cerro Gordo began on May 29, 2020 and does not include water diverted before that date. The Acequia Cerro Gordo diversion utilizes a desague to return a portion of the diversion before it reaches the first irrigator and it has the potential to return water to the river at the end of the acequia. Neither return is monitored so the totals listed are higher than the total water used for irrigation.
[3] Acequia Muralla is not metered so diversions are estimates only. FDR is based on the 1977 OSE hydrographic survey which has not been adjudicated.

- Acequia del Llano is diverted directly from Nichols reservoir via a pipe and is gaged as it flows through that pipe. The land irrigated by Acequia del Llano is on the south side of the Santa Fe River and above Canyon Road.
- Acequia Cerro Gordo diverts below the bridge where Cerro Gordo Rd. and Upper Canyon Rd meet and irrigates land on the north side of the River between Cerro Gordo Rd. and the Santa Fe River.
- Acequia Madre diverts near the corner of Alameda and Canyon Rd and irrigates land on the south side of the river. The upper portion of this acequia ends well above Railyard Park, but the majority of the water associated with the PDR belongs to a farm near Agua Fria Village. In 2020, releases were made to meet the demand of Upper Acequia Madre but no water was delivered to Lower Acequia Madre.
- Acequia la Muralla, diverts roughly ¼ mile upstream from the Acequia Madre diversion and irrigates land on the north side of the River. The diversion is not gaged and the City does not have a legal obligation to deliver water to this acequia.

The Nature Conservancy Restoration Channel

The only surface water diversion along the Santa Fe River that is not for irrigation is at the Nature Conservancy Restoration Channel in the Santa Fe Canyon Preserve. At the top of Cerro Gordo Road is the Santa Fe Canyon Preserve (Preserve) which is located around and within the former Two Mile Reservoir site. Two Mile Reservoir was used for many decades before being decommissioned in 1993. The reservoir was used to store water for the adjacent CRWTP and its predecessor, a filter plant whose foundations and remnants are still present just north of the Preserve trailhead amid the surviving trees from an old orchard.

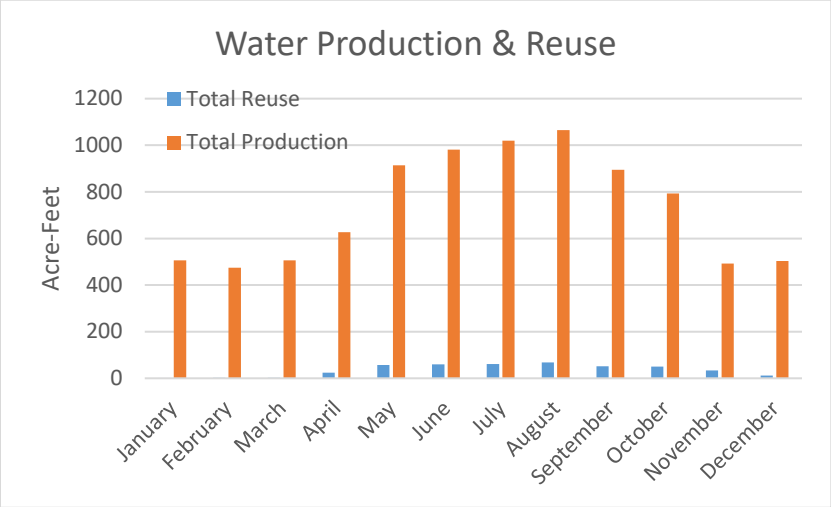
The Restoration Channel is used to divert water from the Santa Fe River, along the south side of the Preserve, to a channel on the north side of the Preserve. The diversion is not permitted by the OSE and has been the source of some controversy regarding the appropriate path of the river through the Preserve.

Treated Effluent Water Deliveries

The City's Public Utilities Division operates the Paseo Real Water Reclamation Facility (PRWRF) on Airport Road which treats all of the City's wastewater. Most of the cleaned water that leaves the facility is returned to the Santa Fe River and some is used to meet non-potable irrigation demands for large facilities including the Marty Sanchez golf course, the soccer fields at the Municipal Recreation Complex, SWAN Park, and the Santa Fe Country Club.

Paseo Real Water Reclamation Facility (PRWRF)

The Paseo Real Water Reclamation Facility (PRWRF) located on Airport Road is operated by Wastewater Management (WWM) and it collects, treats, and releases all of the wastewater collected by Santa Fe's sewer system. Unlike CSFW's Water Treatment Plants which are able to rotate operations and shut down for occasional maintenance, the PRWRF has been operating continually for decades. In 2020 the PRWRF experienced 47 days of reclamation water shut down which disrupted non-potable reuse deliveries due to water quality.



14 - Total water production and treated effluent reuse by month

The PRWRF installed new digesters early in 2020 resulting in temporary process problems that WWM operations crews were able to work through and resolve. An aeration improvement project began in mid-2020 which required taking one of two treatment basins off line. With only one available treatment basin, WWM Treatment staff must be particularly vigilant to changes to the quality of raw wastewater entering the facility. The new basin will be online in early June 2021 and the second basin will then come off line for aeration improvement. While WWM will still have little margin for error with only a single treatment basin, the improved aeration technology basin will allow improved control of process organisms. COVID-19 driven travel restrictions in 2020 delayed both the digester and aeration projects.

Additional projects completed at PRWRF in 2020 included repairs to a disc filter, which helps filter particles out of the water before disinfection, and the refurbishment of two million gallons of onsite storage for reclaimed water and a delivery system for that effluent to service the Club at Las Campanas, Marty Sanchez and the Municipal Recreation Complex when needed.

The Water Bank

City Code connects land use planning directly to available water supply by requiring that developers offset new demand on the water utility system. Residential, mixed, and commercial developments with water demands larger than 10, 7.5, and 5 AFY are considered above threshold developments and must offset their water demand by purchasing an equivalent amount of Middle Rio Grande water rights and transferring them into the CSFW's Buckman Wellfield permit. (Pumping of Buckman Wellfield impacts the Rio Grande, and nearby tributaries and CSFW must have water rights in the wellfield greater than this impact. See Table 17 below.) Sub-threshold developments can purchase water rights, as above, or pay a water offset fee. Water offset fees charged to developers are used to support conservation efforts, for the purchase of Middle Rio Grande water rights by CSFW, and for the purchase of toilet retrofit credits. Toilet retrofit credits could be obtained during a previous initiative to replace older, high-flow toilets with more efficient, low-flow toilets. The Water Bank tracks the water rights and water conservation credits available to support development. The goal of the program is to maintain sufficient

water rights and system capacity to meet increasing water demand associated with new construction. Water rights and water conservation credits in the Water Bank, since its inception in 2009, are shown in Table 15 below. A brief explanation of each balance, acquisition, and dedication type is included below the table.

Year:	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
Balance of Water Rights & Credits by Year (acre-feet)												
City Water Rights – Dedicated	0	6	16	33	49	63	77	91	119	144	179	193
City Water Rights – Undedicated	10	76	75	66	56	103	164	191	178	161	132	120
City Affordable Housing Water Rights & Toilet Retrofit Credits	57	51	46	42	38	33	32	30	27	9	2	-24
City Owned - Total	**67**	**133**	**137**	**141**	**143**	**198**	**273**	**312**	**324**	**314**	**313**	**289**
Private Water Rights	456	484	518	499	490	579	657	638	613	660	654	631
Private Toilet Retrofit Credits	218	217	217	217	216	207	199	198	194	185	177	175
Total	**741**	**834**	**872**	**857**	**849**	**983**	**1128**	**1148**	**1131**	**1159**	**1144**	**1096**
Credits and Rights Generated or Acquired by Year (acre-feet)												
City Water Rights Acquired	10	40	0	1	0	54	18	0	0	0	2	0
Water Conservation Credits Generated	0	32	9	7	6	6	3	8	7	3	4	2
City Toilet Retrofit Credits Acquired	0	0	0	0	0	0	54	33	8	5	0	0
Water Rights & Toilet Retrofit Credits Allocated to Affordable Housing	59	0	0	0	0	0	0	0	0	0	0	0
Total City Acquisitions	**69**	**72**	**9**	**8**	**6**	**60**	**75**	**41**	**15**	**8**	**6**	**2**
Private Water Rights Acquired	63	33	42	0	31	95	115	7	0	52	14	9
Total Acquisitions	**132**	**105**	**51**	**8**	**37**	**155**	**136**	**15**	**7**	**56**	**20**	**11**
Credits and Rights Dedicated to Development by Year												
City Water Rights Dedicated	0	6	10	17	17	14	15	13	28	25	35	14
Affordable Housing Dedications	2	6	5	4	4	5	2	2	3	17	8	26
Total City Dedications	**2**	**12**	**15**	**21**	**21**	**19**	**17**	**15**	**31**	**42**	**43**	**40**
Privately Owned Toilet Retrofit Credits Dedicated	39	18	13	18	12	384	318	33	178	350	316	66
Private Water Rights Dedicated	10	6	7	19	40	6	37	25	25	6	21	31
Total Dedications	**51**	**36**	**35**	**58**	**73**	**409**	**372**	**73**	**234**	**398**	**380**	**137**

6 – Water Bank Balances, Acquisitions, and Dedications

Explanation of terms in Table 15:

Balance of Water Rights & Credits

- City Water Rights – Dedicated: These are CSFW water rights in the Buckman Wellfield permit that have been transferred from private owners to CSFW to offset specific development.
- City Water Rights – Undedicated: These are water rights owned by CSFW available to offset sub-threshold development (for which developers pay a water offset fee), to allocate to the Affordable Housing balance or to allocate to any City of Santa Fe public development project.
- City Owned – Affordable Housing: These are CSFW water rights or toilet retrofit credits that have been allocated by City Council to offset affordable housing development.
- Privately Owned – Water Rights: Water rights that have been tendered into the Buckman Wellfield permit and list CSFW as a co-owner, but have not been fully dedicated to a specific

development. These are water rights approved by the NM Office of the State Engineer that are potentially available to offset above threshold development.

- Privately Owned – Toilet Retrofit Credits: These are water conservation credits associated with a previous toilet retrofit program that are available to offset development.

Credits and Rights Generated or Acquired

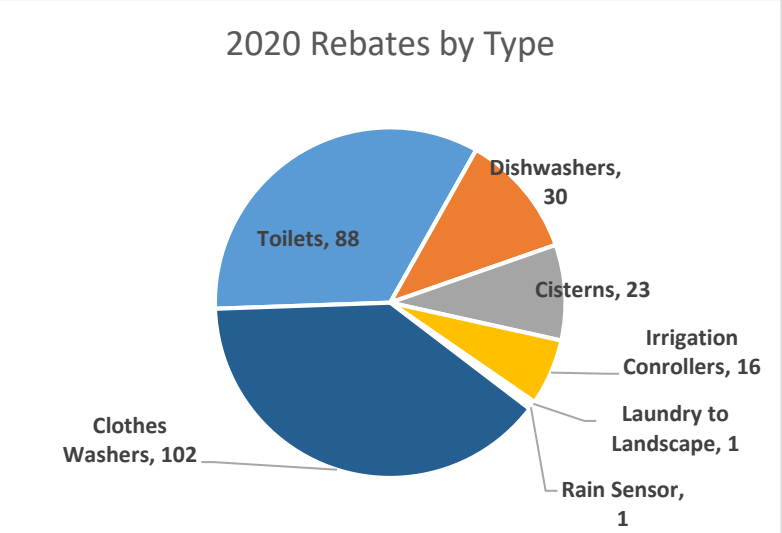
- City Water Rights Acquired: water rights acquired by CSFW, generally through a purchase from a private party.
- Conservation Credits Generated: water conservation credits generated by the Water Conservation Office through Water Rebate Credits (WRC) to support affordable housing and sub-threshold development. See Water Rebate Credits below.
- City Toilet Retrofit Credits Acquired: toilet retrofit credits purchased by the City from a previous toilet retrofit program which can be used to offset sub-threshold development (for which developers pay a water offset fee), to allocate to the Affordable Housing balance or to allocate to any City of Santa Fe public development project.
- Water Rights & Toilet Retrofit Credits Allocated to Affordable Housing: water rights or toilet retrofit credits allocated by City Council specifically for affordable housing development.

Credits and Rights Dedicated to Development

- City Water Rights Dedicated: CSFW water rights dedicated to the Buckman Wellfield permit to offset added water demand associated with sub-threshold development, or City of Santa Fe public development projects.
- Affordable Housing Dedications: water rights dedicated to the Buckman Wellfield permit, or water conservation credits utilized to offset affordable housing development.
- Privately Owned Toilet Retrofit Credits Dedicated: toilet retrofit credits utilized to offset added water demand associated with private development.
- Private Water Rights Dedicated: water rights dedicated to the Buckman Wellfield permit to offset added water demand associated with (mostly above threshold) development.

Water Rebate Credits

WRCs are a way for CSFW to track water conservation associated with rebates issued by the Water Conservation Office (WCO). The water conserved through the rebate program is quantified and becomes WRC's. WRC's are deposited in the Water Bank as water conservation credits and then sold to builders or homeowners undertaking projects that will increase water demand and CSFW's future water delivery obligations.



76 - Composition of Water Rebate Credits

The WCO issues rebates for both indoor and outdoor water saving

equipment, but only the savings from the indoor appliances are quantified and deposited in the Water Bank. In 2020, the conservation office issued 161 rebates to City Water customers as distributed in the graph above.

Surface Offsets for Groundwater Pumping

When large developments are built in Santa Fe there is an increased demand on CSFW's water resources. Developers are required to acquire water rights and transfer them to CSFW, and specifically the BWF to meet the increased demand for their project. Pre-1907 Middle Rio Grande Water Rights – water rights established prior to the 1907 creation of the Territorial (now State) Engineer's Office and from the area between Cochiti Reservoir and Elephant Butte Reservoir – are transferred to CSFW in amounts equal to the project water budgets of new developments.

CSFW submits monthly reports to the OSE which are input into a computer model to determine the extent and duration of surface water impacts each year as a result of pumping the BWF. The impacts from a single year of groundwater pumping are spread over many subsequent years – as much as 20 depending on the location of the wells used and quantity of water pumped. The annual offset calculations provided by the OSE include both the new offsets incurred in 2020 as well as the residual offsets owed from previous years of groundwater use.

CSFW holds numerous surface water rights in surrounding basins to satisfy the OSE offset requirements. The table below shows the distribution of offsets for 2019 as calculations for 2020 were not available in time for inclusion here. 2020 offsets should be lower than the numbers in the table as groundwater pumping was light in 2020 and the residual balances from past groundwater use are diminishing.

Basin	Offsets rounded to nearest AF (2019[4])	CSFW rights available rounded to nearest AF
Rio Pojoaque – Nambe	57	112
Rio Tesuque	34	55
Rio Grande above Otowi Gage[5]	107	0
Rio Grande below Otowi Gage (pre-1907 Rio Grande)	715	1266
La Cienega	3	4
Total	917	1437

87 - Groundwater offsets due to BWF pumping

Sustainability

Santa Fe adopted a 25-Year Sustainability Plan in 2019 and CSFW has a number of sustainability goals identified in that plan. CSFW has a commitment and strong interest in energy efficiency and renewable energy. In 2020, CSFW began managing water pumping operations to optimize off-peak energy use and initiated design on additional photovoltaic opportunities.

[4] 2020 Offsets had not been calculated and released by the OSE as of April 1, 2021 as this document was prepared.
[5] San Juan Chama water releases are used to offset pumping impacts to the Rio Grande above Otowi Gage.

25-Year Sustainability Plan: Water

Goal	Progress		
	None	Some	Significant
Optimize Management of Reclaimed Water			X
Enhance Groundwater Modeling & Monitoring			X
Use Triple Bottom Line Criteria for Water Utility Decision Making	X		
Evaluate Water Pricing Structures		X	
Expand Water Conservation Program		X	
Continue Water System Education & Outreach		X	
Enhanced Leak Detection		X	

18 - 25-Year Sustainability Plan goals for CSFW

Optimize Management of Reclaimed Water – Developed in collaboration with the Bureau of Reclamation and Santa Fe County, the 2015 Santa Fe Basin Study identified reclaimed wastewater as the most viable option for new future water supply for Santa Fe. Work has been underway since that time, starting with the 2017 Feasibility Study which evaluated several options for wastewater reuse, to develop a project to optimize Santa Fe's reclaimed wastewater. The identified project is a return flow pipeline that would enable full consumption of SJCP water.

Enhance Groundwater Modeling and Monitoring – Groundwater monitoring, both quantitative (water levels) and qualitative (contaminants), was improved with the creation of a Wellhead Protection Plan and a Source Water Protection Plan. Both of these plans include evaluation of contaminant vulnerabilities to the CSFW water supply including hydrologic and hydrogeologic assessments of the municipal watershed and the CWF.

Use Triple Bottom Line Criteria for Water Utility Decision Making – Triple Bottom Line (3BL) criteria are intended to evaluate social and environmental considerations, along with economic considerations, for organizational decision making. 3BL criteria were used in the 2017 Santa Fe Water Reuse Feasibility Study, and are slated for use in the City & County long rang water resources planning efforts currently underway (see below).

Evaluate Water Pricing Structures – A committee was formed to evaluate pricing structures, seeking ways to balance CSFW's economic needs against the importance of conservation and the economic hardship of water bills on lower income households. Meetings of the committee were postponed during the COVID-19 shutdown and have not resumed.

Expand Water Conservation Program – The WCO came into 2020 with a focus on restaurant and hotel conservation and with a goal of expanding work in elementary schools. The expansion of the restaurant and hotel projects slowed but continued, and the WCO pivoted to focus on utilizing partnerships and community contacts to identify and promote new projects. Two neighborhood pilot projects were kicked off in 2020 and work with community contacts has blossomed into constructive partnerships on tree canopy and designation of Santa Fe as a Bee's City USA in which the support of pollinators is a priority.

Continue Water System Education and Outreach – 2020 was the first year of a five-year planning cycle being undertaken to inform the Santa Fe Water 2100 project. Informational webinars and public

meetings were held in October and public input was solicited through a survey available both online and through postcards included in the utility bills. The WCO also conducted an online survey, to replace a promised public input meeting, to collect feedback about WCO projects relative to the 5-Year Water Conservation Plan.

Enhanced Leak Detection – The WCO oversees a leak detection program that continued to send weekly letters to customers whose accounts show continuous flow – 24/7 water running through the meter. Access to hourly flow data is relatively new (since 2016) and the WCO continues to improve in the utilization of the data including working to identify particularly large or long-term leaks. Customer input suggests that some longstanding leaks are left unrepaired because the cost of the repairing the leak is too high. The WCO is working on strategies to improve access to leak repair.

Planning for the Future

In 2020 CSFW and Santa Fe County Utilities initiated a five year planning cycle to develop long range water resource management plans. For CSFW this process will result in a water resources plan extending to 2100. The first cycle, which began in 2020 and is scheduled to be complete by the end of 2024, will be evaluated, refined, and repeated every 10 years or as necessary in future years.

City of Santa Fe Water 2100

Year	Objective	Timeline			
		Spring	Summer	Fall	Winter
2020	Define Process		Draft 5-Year Planning Process	Public Workshops to Define Process	Finalize 5-Year Planning Process
2021	Supply & Demand Scenarios	Public Workshops on Supply and Demand	Draft Supply and Demand Scenarios	Public Comment	
2022	Evaluate Shortages	Public Workshop on Shortages		Public Workshop on Multiple Criteria Ranking	
2023	Evaluate Adaptation Strategies	Public Workshop on Adaptation Strategies	Draft Ranked Project List	Public Comment	Final Ranked Project List
2024	Develop Plan		Draft 80 Year Water Plan	Public Comment	Final 80 Year Water Plan

19 - 5-Year Planning Cycle for Santa Fe Water 2100

Strategic Planning

Strategic planning allows us to occasionally step back, (re)define our core mission and values, (re)vision our desired future, and make a plan to get there. In 2020 CSFW engaged in a strategic planning process. Input from CSFW staff, other City staff, and community stakeholders was used to develop a 3 year plan. The water droplet on the cover of this report is a summary of the key pieces of the strategic plan.

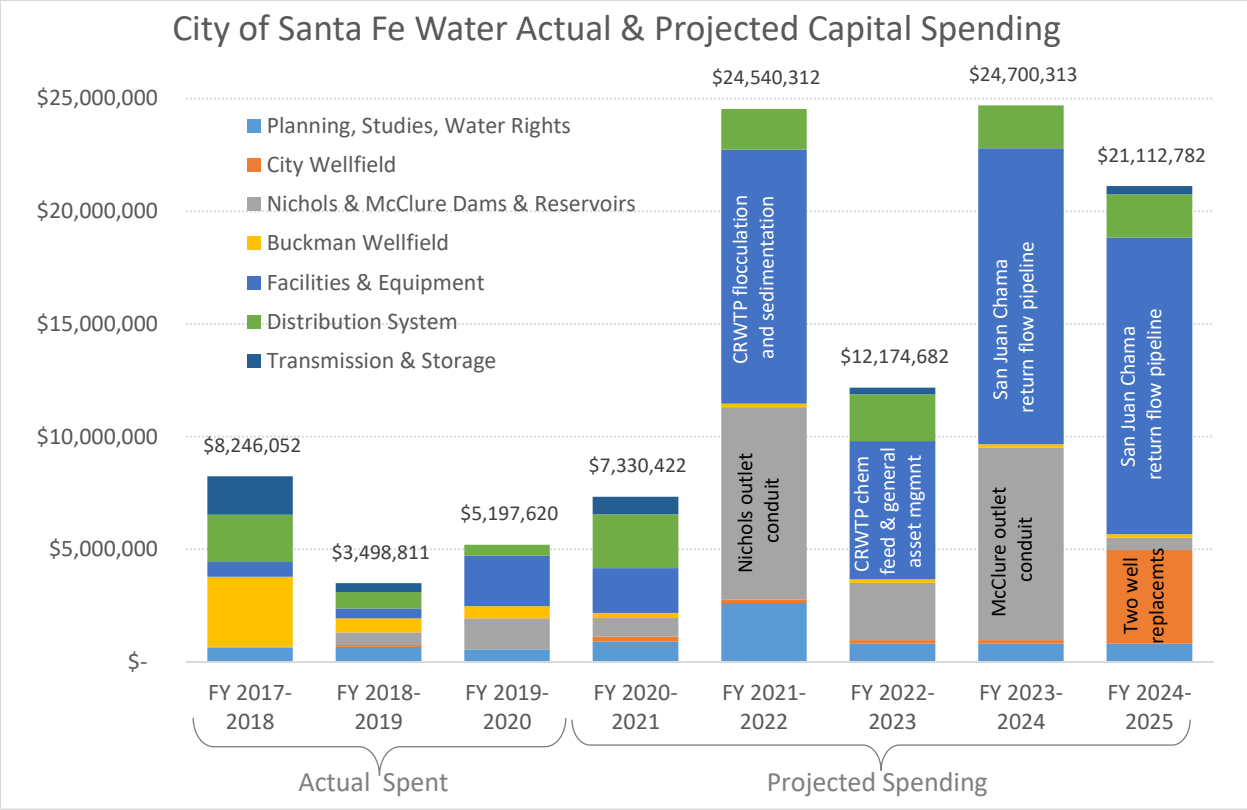
The mission, vision, and values developed in this process feed into four goals for the next 3 years:

- Increase System Safety, Reliability, and Resiliency
- Workforce Development
- Strengthen Organizational Systems
- Improved Communication

These goals were used to develop scored performance measures on a City of Santa Fe Water "Scorecard", and complementary scorecards for each Section within CSFW. Performance Appraisal and Development Plans are being formulated for staff that are aligned to their Section's scorecard.

Financials

The most recent audited financial information for CSFW is for the fiscal year ending June 30, 2019. In that year, CSFW had $34,553,802 operating revenues and $35,162,241 of operating expenses. Cash, Investments, and Cash Equivalents on June 30, 2019 were $47,385,017. In future annual reports we hope to provide several years of past actual, and future projected financial performance. Actual capital spending for the past three fiscal years and projected capital spending for the next five including the current fiscal year (July 1, 2020 – June 30, 2021) is shown in the graph below.



20 - CSFW actual and projected capital spending

Major capital projects planned for the next five years include rehabilitation of the Nichols Dam outlet conduit (~$8,000,000, 2021-2022), a new flocculation and sedimentation system at CRWTP (~$11,000,000, 2021-2022), an upgraded chemical feed system at CRWTP (~$3,500,00, 2022-2023) rehabilitation of the McClure Dam outlet conduit (~$8,000,000, 2023-2024), and the San Juan Chama return flow pipeline project (~$21,700,000, 2023-2025). It is likely that a bond will be taken to pay for the San Juan Chama return flow pipeline project.

Facing Drought

New Mexico is in a severe drought and CSFW has been preparing. Since the purchase of the water company in 1995, CSFW has prioritized water conservation and reduced annual water use from over 13,000 AFY in 1995 to present levels below 9,000 AFY. Water conservation has proved to be a resilient and cost effective method for drought vulnerability mitigation

While conservation reduced the City's reliance on groundwater, investment in surface water resources simultaneously increased the resiliency of CSFW's water supply portfolio. Utilization of surface water has increased sharply since the BDD went online in 2011 and groundwater levels are recovering.

In the municipal watershed, snowpack is low and flows are projected to be about 1/3rd of average in 2021. Planned dam construction projects will remove CRWTP as a water source in September. Acequia deliveries may be curtailed in 2021. Despite ample storage of SJCP water for diversion at the BDD, potential low flows in the Rio Grande in 2021 could test the operational parameters of the intake structure and water treatment facility.

CSFW is planning for the possibility that, for some periods of time in 2021, Santa Fe water demand may be met entirely with groundwater for the first time in many years. Reduction in demand since 1995 and the long-term resting of groundwater resources leave the CSFW system well prepared for this situation.

The existing drought preparedness plan has been in place over 20 years and was written at a time when the City's water security was more tenuous. The implementation stages in the existing plan call for extreme measures, and the triggers for determining when those stages are implemented assume much higher annual use of water. Development of a new series of triggers that are more sensitive to the Santa Fe's current level of water security, and new implementation stages that allow for gradual increasing of restrictions, are underway. Led by the WCO, drought response triggers and measures are being developed through a collaboration of the CSFW Water Conservation Committee and Santa Fe County's Water Policy Advisory Committee. The goal of this collaboration is to create a unified drought response plan for the Santa Fe region.

The Hazard Mitigation Plan, which includes drought preparedness strategies, was recently approved by FEMA and the governing body.

Closing

Thank you for taking the time to read through CSFW's 2020 Annual Report. 2020 was a year of unprecedented, rapid change in the way that Santa Feans led their lives and CSFW was able to meet the changes in demand, despite dry conditions, while continuing to preserve groundwater for future emergency. 2021 may be the emergency that CSFW has been preparing for and the foundation of reduced demand and increased water supply resilience should help Santa Fe thrive.

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 04/19/21
FOR CITY COUNCIL MEETING OF 04/28/21

c) Request for the Approval of Amendment No 1 to an Information Technology Agreement to extend the Term to August 31, 2022 and to proportionally increase the compensation from six hundred fifty four thousand dollars ($654,000.00) for three (3) years to one million ninety thousand dollars ($1,090,000.00) for five (5) years for Parking's Citation Administration and Revenue Reconciliation System; Conduent State and Local Services, Inc. (Conduent); Noel Correia, Parking Division Director, npcorreia@santafenm.gov, (505) 955-6611

Committee	**Review:**
Finance Committee:	04/19/2021
Public Works and Utilities Committee:	04/26/2021
Governing Body: 04/28/2021	

FINANCE COMMITTEE ACTION:

Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

City of Santa Fe, New Mexico
Memorandum

DATE: **March 15, 2021**

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

VIA: **Regina Wheeler, Director, Public Works Department** RW
Noel Correia, Director, Parking Division npc

FROM: **Matthew Knowles, Contract Administrator** MPK

ITEM AND ISSUE:
Request for the Approval of Amendment No 1 to an Information Technology Agreement to extend the Term to August 31, 2022 and to proportionally increase the compensation from six hundred fifty four thousand dollars ($654,000.00) for three (3) years to one million ninety thousand dollars ($1,090,000.00) for five (5) years for Parking's Citation Administration and Revenue Reconciliation System; Conduent State and Local Services, Inc. (Conduent); Noel Correia, Parking Division Director, npcorreia@santafenm.gov, (505) 955-6611

BACKGROUND AND SUMMARY:
At their August 9, 2017 meeting, the Governing Body approved a three year Agreement with Conduent State and Local Solutions, Inc. (#17-0858) to provide the Parking Division with software and implementation services for a Parking Citation Administration and Revenue Reconciliation System. Parking Enforcement Officers use this system to generate citations and record evidence through their handheld devices. This system also records citation related data including penalty accruals and automatic constituent notification activities in its database. Finally, this is the system through which all citation payments are made and recorded; including in-person, mail in, and online payments. In 2020, $102,561.90 were collected as a result of Conduent's delinquent citations' collections efforts. A total number of 1,424 delinquent unpaid citation accounts were turned over to the Collections Agency and 1,123 delinquent accounts were resolved.

This Amendment extends the term of the original agreement to the five year maximum allowed in the agreement, and gives the Parking Division the time needed to undertake and complete an RFP procurement process.

PROCUREMENT METHOD:
The original Agreement was the result of RFP '17/04/P which was issued on September 9, 2016. In the memo recommending approval of that original Agreement, Conduent was described as having clearly demonstrated that their program was the superior solution. Continuing to use their program while the RFP procurement process is undertaken is in the City's best interest.

CONTRACT NUMBER:
The FY20 Munis contract number is 3201227.

FUNDING SOURCE:
Fund Name/Number: PW Parking/Fund 535
Munis Org Name/Number: Parking Accounting/5350452

Munis Object Name/Number: Service Contracts/510310
The Parking Division budgets $218,000 annually for these services.

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

City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: CONDUENT STATE AND LOCAL SOLUTIONS
DBA: CONDUENT STATE AND LOCAL SOLUTIONS

Business Location: 518 17TH ST SUITE 300
DENVER, CO 80202

CRS Number: 03182996001

Owner: CONDUENT STATE AND LOCAL SOLUTIONS

License Number: 228912

License Type: Business License - Renewable

Issued Date: January 13, 2021

Classification: Out of Jurisdiction Contractor - Specialty

Expiration Date: January 13, 2022

Fees Paid: $10.00

CONDUENT STATE AND LOCAL SOLUTIONS
518 17TH ST SUITE 300
DENVER, CO 80202

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#_____
Munis Contract #3201227

CITY OF SANTA FE
AMENDMENT No. 1 TO
INFORMATION TECHNOLOGY AGREEMENT
ITEM#17-0858

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE INFORMATION TECHNOLOGY AGREEMENT, dated August 9, 2017 (the "Agreement"), between the City of Santa Fe (the "City") and Conduent State and Local Solutions, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to continue to provide the software and implementation services for the Parking Division's Parking Citation Administration and Revenue Reconciliation System as outlined in the Scope of Work outlined in Exhibit A.

B. Pursuant to Article 23 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION:

Article 3, Part B of the Agreement is amended by deleting "three-year" and replacing it with "five-year," and by deleting "six hundred fifty four thousand dollars ($654,000.00)" and replacing it with "one million ninety thousand dollars ($1,090,000.00)."

2. TERM:

Article 5 of the Agreement is hereby deleted in its entirety and substitute the following Article 5 in its place:

This Agreement shall be effective when signed by the City and shall terminate on August 31, 2022.

3. AGREEMENT IN FULL FORCE.

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

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

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE:_____

CONTRACTOR:
Conduent State and Local Solutions, Inc.

_____
HOLLY COOPER, VICE PRESIDENT

DATE: February 23, 2021
CRS # 03-182996001
Registration # 228912

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:
Marcos Martinez
Marcos Martinez (Feb 11, 2021 10:14 MST)
_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED:

_____
MARY MCCOY, FINANCE DIRECTOR
5350452/510310 AL
Org. Name/Org.# AL

2021 02 11 Amendment 1 Conduent Term and Compensation

Final Audit Report 2021-02-11

Created:	2021-02-11
By:	Irene Romero (ikromero@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAvMAZpSvmByCqdvewNm2eh9han8qBreuk

"2021 02 11 Amendment 1 Conduent Term and Compensation" History

Document created by Irene Romero (ikromero@ci.santa-fe.nm.us)
2021-02-11 - 5:08:02 PM GMT- IP address: 63.232.20.2

Document emailed to Marcos Martinez (mdmartinez@santafenm.gov) for signature
2021-02-11 - 5:11:38 PM GMT

Email viewed by Marcos Martinez (mdmartinez@santafenm.gov)
2021-02-11 - 5:14:01 PM GMT- IP address: 174.56.49.116

Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)
Signature Date: 2021-02-11 - 5:14:14 PM GMT - Time Source: server- IP address: 174.56.49.116

Agreement completed.
2021-02-11 - 5:14:14 PM GMT

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3201227

Contractor: **Conduent State and Local Solutions**

Description: **An Amendment to IT Agreement #17-0858 for to extend the Term to August 31, 2022 and to proportionally increase the compensation for Parking's Citation Administration System.**

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ◉

Term Start Date: **09/01/2017** Term End Date: **08/31/2022**

☑ Approved by Council Date: **08/09/2017**

Contract / Lease: Host and Support Parking's Citation Database

Amendment # **01** to the Original Contract / Lease # **17-0858**

Increase/(Decrease) Amount $ **From $654,000.00 for 3 years to $1,090,000.00 for 5 years.**

Extend Termination Date to: **08/31/2022**

☐ Approved by Council Date:

Amendment is for:

2. **HISTORY** of Contract, Amendments & Lease / Rent - **Please Elaborate** (option: attach spreadsheet if multiple amendments)
This is the first time this Agreement has been amended.

3. **Procurement History:** **RFP # 17/04/P**

Fran Dunaway (Apr 7, 2021 [illegible] MDT)

Purchasing Officer Review: Date: Apr 7, 2021

Comment & Exceptions: the term of this contract has expired? was not renewed -

4. **Funding Source:** **PW Parking 535** **Org / Object:** **5350452/510310**

Alexis Lotero (Apr 2, 2021 16:48 MDT)

Budget Officer Approval: Date: Apr 2, 2021

Comment & Exceptions:

Staff Contact who completed this form: **Matthew Knowles** Phone # **(505) 955-6674**

Email: **mpknowles@santafenm.gov**

To be recorded by City Clerk:

Clerk #

Date of Execution:

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/04/2021

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

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

PRODUCER
MARSH USA, INC.
1166 AVENUE OF THE AMERICAS
NEW YORK, NY 10036
Attn: ACS.CertRequest@marsh.com

CONTACT NAME: Lauren Giangrande, Senior Vice President
PHONE (A/C, No, Ext): 212 345 8869 **FAX (A/C, No):**
E-MAIL ADDRESS: Lauren.Giangrande@marsh.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ACE American Insurance Company	22667
INSURER B : N/A	N/A
INSURER C : Indemnity Ins Co Of North America	43575
INSURER D : ACE Fire Underwriters Ins. Co.	20702
INSURER E :	
INSURER F :	

INSURED
Conduent Incorporated
100 Campus Drive, Suite 200
Florham Park, NJ 07932

COVERAGES **CERTIFICATE NUMBER:** NYC-010998122-05 **REVISION NUMBER:** 2

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			HDOG71568234	01/01/2021	01/01/2022	EACH OCCURRENCE	$	2,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$	2,000,000
							MED EXP (Any one person)	$	N/A
							PERSONAL & ADV INJURY	$	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE	$	10,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$	4,000,000
	OTHER							$	
A	AUTOMOBILE LIABILITY			ISAH25311528	01/01/2021	01/01/2022	COMBINED SINGLE LIMIT (Ea accident)	$	2,000,000
	X ANY AUTO						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 $							$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WLRC67818684 (AOS)	01/01/2021	01/01/2022	X PER STATUTE [ ] OTH-ER		
A	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N/A		WLRC67818647 (AZ, CA, MA)	01/01/2021	01/01/2022	E.L. EACH ACCIDENT	$	1,000,000
D	If yes, describe under DESCRIPTION OF OPERATIONS below			SCFC67818726 (WI)	01/01/2021	01/01/2022	E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Santa Fe and The Government of the District of Columbia are additional insured under the above general liability but only with respect to liability arising from negligent acts or omissions of Conduent Business Services, LLC and to the extent required by written contract.

CERTIFICATE HOLDER
City of Santa Fe
500 Market St #200
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
of Marsh USA Inc.
Lauren Giagrande Lauren Giangrande

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CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Conduent State and Local Solutions, Inc.

Procurement Title: Amendment No. 1 to IT Agreement #17-0857

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 PW, Parking Staff Name Noel Correia, Director

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☒	☐	Approved Procurement Checklist (by Purchasing)
☒	☐	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
☐	☒	State Price Agreement
☒	☐	RFP
☐	☒	Evaluation Committee Report
☐	☒	ITB
☐	☒	Bib Tab
☐	☒	Quotes (3 valid current quotes)
☐	☒	Cooperative Agreement
☐	☒	Sole Source Request and Determination Form
☐	☒	Contractors Exempt Letter
☐	☒	Purchasing Officers approval for exempt procurement
☐	☒	BAR
☐	☒	FIR
☒	☐	Executed Contract, Agreement or Amendment
☒	☐	Current Business Registration and CRS numbers on contract or agreement
☒	☐	Summary of Contracts and Agreements form
☒	☐	Certificate of Insurance
☒	☐	All documentation presented to Committees
☐	☒	Other: _____

Matthew P. Knowles	Contract Admin.	03/17/21
Department Rep Printed Name (attesting that all information included)	Title	Date

Fran Dunaway

Fran Dunaway (Apr 7, 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.

*

PWD PARKING 17-0858 CONDUENT STATE AND LOCAL SOLUTIONS 1 R1

Final Audit Report 2021-04-05

Created:	2021-04-01
By:	Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
Status:	Canceled / Declined
Transaction ID:	CBJCHBCAABAAfWVW9g-LFTEuif7yOeV3TJUJzbL8LYIJ

"PWD PARKING 17-0858 CONDUENT STATE AND LOCAL SOLUTIONS 1 R1" History

Document created by Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
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ITEM # 17-0858

Information Technology Agreement

Contract No._____

THIS Information Technology Agreement ("Agreement" or "Contract") is made by and between the City of Santa Fe's Parking Division, hereinafter referred to as the "City" and **Conduent State and Local Solutions, Inc.**, hereinafter referred to as the "Contractor" and collectively referred to as the "Parties".

WHEREAS, pursuant to the Contractor has held itself out as expert in implementing the Scope of Work as contained herein and the City has selected the Contractor as the offeror most advantageous to the City; and

WHEREAS, all terms and conditions of the RFP No. 17/04/P Software and Implementation Services for a Parking Citation Administration and Revenue Reconciliation System and the Contractor's response to such document(s) are incorporated herein by reference;

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

ARTICLE 1 – DEFINITIONS

A. "Acceptance" or "Accepted" shall mean the approval, after Quality Assurance, of "go live" of the services as defined herein by the Contract Manager of the City.

B. "Business Days" shall mean Monday through Friday, 8:00 a.m. (MST or MDT) to 5:00 p.m. except for federal or state holidays.

C. "Change Request" shall mean the document utilized to request changes or revisions in the Scope of Work – Exhibit A, attached hereto and incorporated herein.

D. "IT Director" shall mean the Information Technology Director for the City.

E. "Confidential Information" means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) that consists of: (1) confidential client information as such term is defined in State or Federal statutes and/or regulations; (2) all non-public State budget, expense, payment and other financial information; (3) all attorney-client privileged work product; (4) all information designated by the City as confidential, including all information designated as confidential under federal or state law or regulations; (5) unless publicly disclosed by the City, the pricing, payments, and terms and conditions of this Agreement, and (6) City information that is utilized, received, or maintained by the City, the Contractor for the purpose of fulfilling a duty or obligation under this Agreement and that has not been publicly disclosed.

F. "Contract Manager" shall mean a Qualified persons from the Parking Division responsible for all aspects of the administration of this Agreement. Under the terms of this Agreement, the Contract Compliance Analyst shall be Sara Smith Contracts Analyst; the Contract Performance Manager shall be Margie Wagner, Parking Administrative Manager, and overall contract management will be provided by Parking Division Director Noel Correia.

G. "Default" or "Breach" shall mean a violation of this Agreement by either failing to perform one's own contractual obligations or by interfering with another Party's performance of its obligations.

H. "Deliverable" shall mean any verifiable outcome, result, service or product that must be delivered, developed, performed or produced by the Contractor as defined by the Scope of Work but excludes Contractor Intellectual Property.

I. "Designated Representative" shall mean a substitute(s) for a title or role, e.g. Contract Manager, when the primary is not available.

J. "DoIT" shall mean the Department of Information Technology.
K. "DFA" shall mean the Department of Finance and Administration;
L. "Enhancement" means any modification including addition(s), modification(s), or deletion(s) that, when made or added to the installed version of the program, materially changes its or their utility, efficiency, functional capability, or application, but does not constitute solely an error correction. Enhancement only applies to the changes to the installed versions or updates and/or upgrades that are released at no cost but does not include new software versions or platforms or required migration to newer systems due to end of life support from third party.
M. "GRT" shall mean New Mexico gross receipts tax.
N. "Intellectual Property" shall mean any and all proprietary information developed solely pursuant to the terms of this Agreement exclusively for City.
O. "Independent Verification and Validation ("IV&V")" shall mean the process of evaluating a Project and the Project's product to determine compliance with specified requirements and the process of determining whether the products of a given development phase fulfill the requirements established during the previous stage, both of which are performed by an entity independent of the City.
P. "Know How" shall mean all technical information and knowledge including, but not limited to, all documents, computer storage devices, drawings, flow charts, plans, proposals, records, notes, memoranda, manuals and other tangible items containing, relating or causing the enablement of any Intellectual Property developed under this Agreement. Know How excludes configuration(s) or other adjustments to Contractor Intellectual Property for performance of this Agreement.
Q. "Payment Invoice" shall mean a detailed, certified and written request for payment of Services by and rendered from the Contractor to the City. Payment Invoice(s) must contain the fixed price Deliverable cost and identify the Deliverable for which the Payment Invoice is submitted and/or contain the monthly fees for services provided.
R. "Performance Bond" shall mean a surety bond which guarantees that the Contractor will fully perform the Contract and guarantees against breach of contract.
S. "Project" shall mean a temporary endeavor undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The Project terminates once the Project scope is achieved and the Project approval is given by the Contract Compliance Analyst, Contract Performance Manager and Parking Division Director Noel Correia.
T. "Project Manager" shall mean a Qualified person from the City responsible for the application of knowledge, skills, tools, and techniques to the Project activities to meet the Project requirements from initiation to close. Under the terms of this Agreement, the Project Manager shall be Margie Wagner, Parking Administrative Manager, or his/her Designated Representative.
U. "Qualified" means demonstrated experience performing activities and tasks with Projects.
V. "Quality Assurance" shall mean a planned and systematic pattern of all actions necessary to provide adequate confidence that a Deliverable conforms to the established Statement of Work requirements and agreed to design specifications.
W. "Services" shall mean the tasks, functions, and responsibilities assigned and delegated to the Contractor under this Agreement.
X. "City Purchasing Agent (CPA)" shall mean the City Purchasing Agent for the City or his/her Designated Representative.
Y. "City Purchasing Department (SPD)" shall mean the City Purchasing Department of the City.
Z. "Software" shall mean all operating system and application software used by the Contractor to provide the Services under this Agreement.

AA. "Software Maintenance" shall mean the set of activities which result in changes to the originally Accepted (baseline) product set. These changes consist of corrections, insertions, deletions, extensions, and Enhancements to the baseline system.

BB. "Source Code" shall mean the human-readable programming instructions organized into sets of files which represent the business logic for the application which might be easily read as text and subsequently edited, requiring compilation or interpretation into binary or machine-readable form before being directly useable by a computer.

CC. "Turnover Plan" means the written plan developed by the Contractor and approved by the City in the event that the work described in this Agreement transfers to another vendor or the City.

DD. "Implementation Services" means services related to system implementation, configuration, data conversion, customization, and training.

EE. "Contractor Intellectual Property" means all pre-existing and independently developed intellectual property, and any derivation thereof, including but not limited to eTIMS® and City Sight software as well as designs, models, inventions, processes, methodologies, software, associated documentation, software upgrades, modifications, configurations and customizations, copyrightable material and other tangible and intangible materials authored, and combinations thereof, prepared, created, made, delivered, conceived or reduced to practice, in whole or in part, by Contractor prior to this Agreement, or if developed after execution of this Agreement, then developed independently of this Agreement in the normal course of Contractor's operations for general use by clients.

ARTICLE 2 – SCOPE OF WORK

A. Scope of Work. The Contractor shall perform the work as outlined in Exhibit A, attached hereto and incorporated herein by reference.

B. Performance Measures. The Contractor shall substantially perform to the satisfaction of the City the Performance Measures set forth in Exhibit A. In the event the Contractor fails to obtain the results described in Exhibit A, the City may provide written notice to the Contractor of the Default and specify a reasonable period of time in which the Contractor shall advise the City of specific steps it will take to achieve these results and the proposed timetable for implementation. Nothing in this Section shall be construed to prevent the City from exercising its rights pursuant to Article 6 or Article 16.

C. Schedule. The Contractor shall meet the due dates, as set forth in Exhibit A, which due dates shall not be altered or waived by the City without prior written approval, through the Amendment process, as defined in Article 25.

D. License. The Contractor hereby grants to the City a royalty free, non-exclusive, revocable software license for the use of Contractor's proprietary software provided by or through the Contractor as a component of the Program commencing as of the Effective Date and ending upon the termination of the Agreement. The City will have no right to modify, copy, sublicense the software and/or any updates corrections and/or revisions of Contractors proprietary software during the term of this Agreement and the City has no right to contractor's source code.

E. Source Code. The Parties agree the City has no right to contractor's Source Code.

F. The City's Rights.

1. Rights to Software. The Parties agree the City does not have rights to the Software except as explicitly stated in this Agreement.

2. Proprietary Rights. The Contractor will reproduce and include the City's copyright and other proprietary notices and product identifications provided by the Contractor on such copies, in whole or in part, or on any form of the Deliverables.
3. Rights to Data. Any and all city parking specific data stored on eTIMS ® and City Sight databases on behalf of the City on the Contractor's servers or maintained within the Contractors custody, in order to execute this Agreement, is the sole property of the City. The Parties agree that various personal information from State Motor vehicle departments has separate rights from all other Data which will be defined by the governing agreements by the various state motor vehicle departments. The Contractor, subcontractor(s), officers, agents and assigns shall not make use of, disclose, sell, copy or reproduce the City's Data in any manner, or provide to any entity or person outside of the City without the express written authorization of the City.
4. End of Life/Enhancement/Upgrades. Any such change in software by a third-party end of life, system upgrade or Enhancement that is at no cost to parties and / or requires additional modification of existing provided software will be negotiated and if acceptable by both parties be amended to the scope of work as well as any additional fees.

ARTICLE 3 - COMPENSATION

A. Compensation Schedule. For Services, the City shall pay the Contractor a not to exceed price, per the schedule outlined in Exhibit B. All travel expense costs shall be included in the not to exceed price. The City will not make a separate payment for reimbursable travel expenses.

Contractor shall invoice monthly for performance of the Services provided by Contractor. Upon receipt and verification of Contractor's invoices, submitted monthly to the Project Manager, City will pay Contractor within forty five (45) days undisputed invoice amounts for service provided for the previous month. Contractor's monthly and final invoices shall be accompanied by sufficient backup information as required by the Project Manager.

B. Payment. The total compensation for the three-year term under this Agreement shall not exceed six hundred fifty four thousand dollars ($654,000.00) excluding New Mexico gross receipts tax, and excluding delinquent collections fee and credit card processing fee which are paid by the motorist. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The Parties do not intend for the Contractor to continue to provide Services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the Services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for Services provided in excess of the total compensation amount without this Agreement being amended in writing prior to services, in excess of the total compensation amount being provided. In any event, Contractor shall have no obligation to perform hereunder in the event the City does not pay Contractor undisputed amounts, as provided for hereunder or if funds have not been appropriated for payment under this Agreement.

Payment shall be made according to Article 4 and upon the receipt and Acceptance of a detailed, certified Payment Invoice. Payment will be made to the Contractor's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Contractor within forty five (45) days of the date of receipt of invoice. All

Payment Invoices MUST BE received by the City no later than fifteen (15) days after the termination of this Agreement. Payment Invoices received after such date WILL NOT BE PAID.

C. Taxes. Contractor and any and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the City harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

D. Performance Bond. The Parties agree there is no Performance Bond.

ARTICLE 4 – ACCEPTANCE

A. Submission. Upon completion of project implementation and the start of "go live" which is the City's use of core services and functionality, which include City's use of the citation enforcement issuance software and Contractor's processing of citations and collections of citations, Contractor shall invoice monthly performance of the Services by Contractor.

B. Acceptance.

1. "Go Live" Acceptance. In accord with Section 13-1-158 NMSA 1978, the Contract Performance Manager shall determine if the Deliverable provided meets specifications. The Contract Performance Manager, in conjunction with the Contracts Compliance Analyst, will assess the Quality Assurance level of the Deliverable and determine, at a minimum, that the Deliverable(s) at "go live" are Accepted:

   To facilitate Go Live deliverable acceptance, Contractor to provide City with a deliverable acceptance grid for City's review and use in acceptance.

   If the Go Live Deliverable is deemed Acceptable under Quality Assurance by the Contract Performance Manager or their Designated Representative, the Contract Performance Manager will notify the Contractor of Acceptance, in writing, within fifteen (15) Business Days from the date the Contract Performance Manager receives the Deliverable(s).

   After the City has accepted the "go live" phase of services no additional approvals or acceptances are required for payment of monthly Service fees earned by Contractor for services provided by Contractor.

   The parties agree that the Contractor will be Accepted or deemed Accepted and therefore allowed to submit invoices at the earlier of either 1) Acceptance in writing or 2) 90 days from contract execution.

2. System Acceptance. In accord with Section 13-1-158 NMSA 1978, the Contract Performance Manager shall determine if the Deliverable provided meets specifications. The Contract Performance Manager, in conjunction with the Contracts Compliance Analyst, will assess the Quality Assurance level of the Deliverable and determine, at a minimum, that the Deliverable(s) at "go live":

a. Complies with the Deliverable requirements as defined in Article 2 and Exhibit A;
b. Complies with the terms and conditions of RFP No. 17/04/P;
c. Meets the performance measures for the Deliverable(s) and this Agreement;
d. Meets or exceeds the generally accepted industry standards and procedures for the Deliverable(s); and
e. Complies with all the requirements of this Agreement.

If the Deliverable is deemed Acceptable under Quality Assurance by the Contract Performance Manager or their Designated Representative, the Contract Performance Manager will notify the Contractor of Acceptance, in writing, within fifteen (15) Business Days from the date the Contract Performance Manager receives the Deliverable(s).

C. Rejection. Unless the Parking Division Director gives notice of rejection of the "go live" phase within the fifteen (15) Business Day of submission for the Acceptance period, the Deliverable will be deemed to have been Accepted. If the Deliverable is deemed unacceptable under Quality Assurance, fifteen (15) Business Days from the date the Contract Performance Manager receives the Deliverable(s), the Parking Division Director will send a consolidated set of comments indicating issues, unacceptable items, and/or requested revisions accompanying the rejection. Upon rejection and receipt of comments, the Contractor will have ten (10) Business Days to resubmit the Deliverable to the Parking Division Director with all appropriate corrections or modifications made and/or addressed. The Parking Division Director and Contract Performance Manager will again determine whether the Deliverable(s) is Acceptable under Quality Assurance and provide a written determination within fifteen (15) Business Days of receipt of the revised or amended Deliverable. If the Deliverable is once again deemed unacceptable under Quality Assurance and thus rejected, the Contractor will be required to provide a remediation plan that shall include a timeline for corrective action acceptable to the Parking Division Director. The Contractor shall also be subject to all damages and remedies attributable to the late delivery of the Deliverable under the terms of this Agreement and available at law or equity. In the event that a Deliverable must be resubmitted more than twice for Acceptance, the Contractor shall be deemed as in breach of this Agreement. The City may seek any and all damages and remedies available under the terms of this Agreement and available at law or equity. Additionally, the City may terminate this Agreement.

ARTICLE 5 – TERM

THIS AGREEMENT SHALL NEITHER BE EFFECTIVE NOR BINDING UNTIL APPROVED BY THE CITY.

This Agreement shall be effective on the date that it is fully executed and terminate three years from the date of acceptance by the City or upon completion of the services covered herein, whichever occurs first, unless terminated pursuant to Article 6. The parties shall have two (one-year) options to extend this Agreement such option to be effective upon an executed extension. The contract term, including extensions and renewals, shall not exceed five (5) years, except as set forth in Section 13-1-150 NMSA 1978.

ARTICLE 6 – TERMINATION

A. Grounds. The City may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.

B. Appropriations. By the City, if required by changes in State or federal law, or because of court order, or because of insufficient appropriations made available by the United States Congress and/or the New Mexico State Legislature, or the City Council for the performance of this Agreement. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City terminates this Agreement pursuant to this subsection, the City shall provide the Contractor written notice of such termination at least fifteen (15) Business Days prior to the effective date of the termination.

C. Notice; City Opportunity to Cure.

1. Except as otherwise provided in Paragraph (3) or Performance Measures in Article 2 above, 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 upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for (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 B, "Appropriations", of this Agreement.

D. Liability. Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the effective date of the termination stated in the notice of termination plus termination fee, as stated in Contractor's pricing matrix; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

ARTICLE 7 – TERMINATION MANAGEMENT

A. Contractor. In the event this Agreement is terminated for any reason, or upon expiration, and in addition to all other rights to property set forth in this Agreement, the Contractor shall:

1. Transfer, deliver, and/or make readily available to the City property in which the City has a financial interest and any and all data, Know How, Intellectual Property, inventions or property of the City excluding Contractor Intellectual Property;
2. Incur no further financial obligations for materials, Services, or facilities under the Agreement without prior written approval of the City;
3. Terminate all purchase orders or procurements and any subcontractors and cease all work, except as the City may direct, for orderly completion and transition;
4. Take such action as the City may direct, for the protection and preservation of all property and all records related to and required by this Agreement;
5. Agree that the City is not liable for any costs arising out of termination and that the City is liable only for costs of Deliverables Accepted prior to the termination of the Agreement, the termination fee as provided for in the Contractor's pricing matrix and any monthly services fees for services provided;
6. Cooperate fully in the closeout or transition of any activities to permit continuity in the administration of City's programs;
7. In the event this Agreement is terminated for any reason, or upon its expiration, the Contractor shall develop and submit to the City for approval an Agreement Turnover Plan at least ten (10) Business Days prior to the effective date of termination. Such Turnover Plan shall describe the Contractor's policies and procedures that will ensure: (1) the least disruption in the delivery of Services during the transition to a subsequent vendor or the City; and (2) cooperation with the City and the subsequent vendor or the City in transferring information and Services. The Turnover Plan shall consist of the orderly and timely transfer of files, data, documentation, system turnover plan, Know How, Intellectual Property and other materials designated as Deliverables, whether provided by the City or created by the Contractor under this Agreement solely for the City, to the City. At the request of the City, the Contractor shall provide to the City a copy of the most recent versions of all files, software, Know How, Intellectual Property and documentation as identified as Deliverables and excluding Contractor Intellectual Property, whether provided by the City or created by the Contractor solely for the City under this Agreement.

B. City. In the event this Agreement is terminated for any reason, or upon expiration, and in addition to all other rights to property set forth in this Agreement, the City shall:

1. Retain ownership of all work products and documentation created pursuant to this Agreement; and
2. Pay the Contractor all amounts due for Services Accepted prior to the effective date of such termination or expiration.

ARTICLE 8 – INDEMNIFICATION

A. General. The contractor agrees to indemnify, hold harmless or insure the City, including its officers, employees or agents, against liability, claims, damages, losses or expenses, including attorney fees, only to the extent that the liability, damages, losses or costs are caused by, or arise out of, the negligent or wrongful acts or omissions of the contractor or its officers, employees or agents in performance of this Agreement.

B. The indemnification obligation under this Agreement shall not be limited by the existence of any insurance policy or by any limitation on the amount or type of damages,

compensation or benefits payable by or for Contractor or any subcontractor, and shall survive the termination of this Agreement. Money due or to become due to the Contractor under this Agreement may be retained by the City, as necessary, to satisfy any outstanding claim that the City may have against the Contractor.

ARTICLE 9 – INTELLECTUAL PROPERTY

A. Ownership. The Contractor will own the Contractor Intellectual Property

ARTICLE 10 – INTELLECTUAL PROPERTY INDEMNIFICATION

A. Intellectual Property Indemnification. The Contractor shall defend, at its own expense, the City against any claim that any authorized use of a Conduent product or service (Contractor Intellectual Property) provided under this Agreement infringes any patent, copyright or trademark, and shall pay all costs, damages and attorney's fees that may be awarded as a result of such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or Services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, the City shall:

1. Give the Contractor written notice, within forty-eight (48) hours, of its notification of any claim;
2. Work with the Contractor to control the defense and settlement of the claim; and
3. Cooperate with the Contractor, in a reasonable manner, to facilitate the defense or settlement of the claim.

B. City Rights. If any product or service becomes, or in the Contractor's opinion is likely to become, the subject of a claim of infringement, the Contractor shall, at its sole expense:

1. Provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;
2. Replace or modify the product or service so that it becomes non-infringing; or
3. Accept the return of the product or service and refund an amount equal to the value of the returned product or service that was not utilized but paid for by the City, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor.

The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

ARTICLE 11 – WARRANTIES

A. General. The Contractor hereby expressly warrants the Deliverable(s) as being correct and compliant with the terms of this Agreement, Contractor's official published specification and technical specifications of this Agreement and all generally accepted industry standards. This warranty, valid for the term of this Agreement, encompasses correction of defective Deliverable(s) and revision of the same, as necessary, including deficiencies found during testing, implementation, or post-implementation phases.

ARTICLE 12 – CONTRACTOR PERSONNEL

A. Personnel Changes. Replacement of any personnel shall be made with personnel of equal ability, experience, and qualification and shall be approved by the City. For all personnel, the City reserves the right to require submission of their resumes prior to approval. If the number of Contractor's personnel assigned to the Project is reduced for any reason, Contractor shall, within forty-five (45) Business Days of the reduction, replace with the same or greater number of personnel with equal ability, experience, and qualifications, subject to City approval. The City, in its sole discretion, may approve additional time beyond the forty-five (45) Business Days for replacement of personnel. The Contractor shall include status reports of its efforts and progress in finding replacements and the effect of the absence of the personnel on the progress of the Project. The Contractor shall also make interim arrangements to assure that the Project progress is not affected by the loss of personnel. The City reserves the right to require a change in Contractor's personnel if the assigned personnel are not, in the sole opinion of the City, meeting the City's expectations.

ARTICLE 13 - CHANGE MANAGEMENT

A. Changes. Contractor may only make changes or revisions within the Scope of Work as defined by Article 2 and Exhibit A after receipt of written approval by the Parking Division Director. Such change may only be made to Tasks or Sub-Task as defined in the Exhibit A. Under no circumstance shall such change affect the:

1. Deliverable requirements, as outlined in Exhibit A;
2. Due date of any Deliverable, as outlined in Exhibit A;
3. Compensation of any Deliverable, as outlined in Exhibit B;
4. Agreement compensation, as outlined in Article 3; or
5. Agreement termination, as outlined in Article 5.

B. Change Request Process. In the event that circumstances warrant a change to accomplish the Scope of Work as described above, a Change Request shall be submitted that meets the following criteria:

1. The Contracts Compliance Analyst shall draft a written Change Request for review and approval by the Parking Division Director to include:

    a. the name of the person requesting the change;
    b. a summary of the required change;
    c. the start date for the change
    d. the reason and necessity for change;
    e. the elements to be altered; and
    f. the impact of the change, including additional costs, if applicable.

2. The Parking Division Director shall provide a written decision on the Change Request to the Contractor within a maximum of ten (10) Business Days of receipt of the Change Request. All decisions made by the Parking Division Director are final. Change Requests, once approved, become a part of the Agreement and become binding as a part of the original Agreement.

3. Notification via email from City to Contractor is acceptable as Notice To Proceed with Change Request.

C. Other Optional Services. In the future during this contract term, the City may purchase additional equipment or services under the auspices of this contract from the Contractor. This equipment or services will be purchased/ performed for the City after mutually agreed upon scope and pricing and may include services and equipment such as off street parking revenue control equipment and peripherals, electronic citation issuance devices, license plate recognition equipment or other equipment or services. In addition, in the event that enabling legislation is passed allowing the issuance and enforcement of speed violations using photo enforcement, Conduent and the City may negotiate a new contract and any associated amendments to authorize Conduent to act as the City's automated speed enforcement vendor. Pricing and terms specific to automated speed enforcement must be mutually agreed upon by both parties.

ARTICLE 14 – DEFAULT/BREACH

A. In case of Default and/or Material Breach and failure to cure by the Contractor, the City may procure the goods or Services from another source. At time of serving notice of Default and/or Material Breach to the Contractor, City may direct, in writing, Contractor to continue to provide services until a specified date and Contractor shall continue to provide those services unabated. City will continue to timely pay Contractor for services provided until the specified date. City's rights to Contract Liquidated Damages or service level penalties are not impacted by this Article. Should Contractor fail to continue providing services during this period the Contractor's liability is limited to the difference, if any, between Contractor's then current fees and the new contractor's fees for a period not to exceed six (6) months, including reasonable upfront costs incurred by the City during transition to a new contractor.

B. Should the basis for the termination due to Default and/or Material Breach be such that the City determines that any continuation of Services with the Contractor represents too great a risk to the City or its constituents, the City may terminate services immediately, after which Contractor shall have no obligation to continue providing services, and no obligation to reimburse the City or any third party to provide those services.

ARTICLE 15 – EQUITABLE REMEDIES

A. Contractor acknowledges that its failure to comply with any provision of this Agreement may cause the City irrevocable harm and that a remedy at law for such a failure could be an inadequate remedy for the City, and the Contractor consents to the City's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. City's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that City may have under applicable law, including, but not limited to, monetary damages.

ARTICLE 16 - LIABILITY

A. Contractor shall be liable for damages arising out of injury to persons and/or damage to real or tangible personal property at any time, in any way, if and to the extent that the injury or damage was caused by or due to the fault or negligence of the Contractor or a defect of any equipment provided or installed, provided in whole or in part by the Contractor pursuant to the Agreement. Contractor shall not be liable for damages arising out of, or caused by, alterations made by the City to any equipment or its installation or for losses caused by the City's fault or negligence. Nothing in this

Agreement shall limit the Contractor's liability, if any, to third parties and/or employees of the City, any remedy that may exist under law or equity from the negligent act or omission of the Contractor, its officers, employees, or agents, giving rise to the cause of injury to such person in performance of this agreement. Neither party shall be liable, under any circumstances for any anticipatory or lost profits, lost revenue, special, consequential, punitive, exemplary, incidental, or indirect damages of any kind (collectively "non-direct damages") resulting from the performance or non-performance of its obligations under this Agreement.

B. Contractor's total aggregate liability under this Agreement shall not exceed total billings to the City by the Contractor for the base three-year contract period.

C. Contractor's annual aggregate liability under this Agreement for any Contract Liquidated Damages (Section 10, Section 18, Section 54) or service level penalties (Section 22, Section 24, Section 27, Section 47, Section 58, Section 61, Section 62, Section 75, Section 85, Section 90, Section 91, Section 93, Section 115) shall not exceed the highest monthly billing amount within a contract year excluding reimbursable costs to the City by the Contractor.

ARTICLE 17 – ASSIGNMENT

A. The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of this Agreement's approval authorities.

ARTICLE 18 – SUBCONTRACTING

A. General Provision. The Contractor shall not subcontract any portion of this Agreement without the prior written approval of the City. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Agreement, nor shall any subcontracting obligate payment from the City.

B. Responsibility for subcontractors. The Contractor must not disclose Confidential Information of the City to a subcontractor unless and until such subcontractor has agreed in writing to protect the confidentiality of such Confidential Information in the manner required of the Contractor under this Agreement.

ARTICLE 19 – RELEASE

A. The Contractor's Acceptance of final payment of the amount due under this Agreement shall operate as a release of the City, its officers and employees from all known liabilities, claims and obligations whatsoever arising from or under this Agreement.

B. The City's final payment of the amount due under this Agreement shall operate as a release of the Contractor, its officers and employees from all known liabilities, claims and obligations whatsoever arising from or under this Agreement. It does not limit the Contractor's liability from any unknown liabilities, claims and obligations whatsoever arising from or under this Agreement. Final payment by City will not be due to Contractor for items that are in dispute until disputed items are resolved, including liquidated damages if any.

ARTICLE 20 – CONFIDENTIALITY

A. Any Confidential Information provided to the Contractor by the City or, delivered to the City by the Contractor based on information provided by the City in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City. Upon termination of this Agreement, Contractor shall deliver all Confidential Information in its possession to the City within thirty (30) Business Days of such termination. City will deliver any known Confidential Information identified by Contractor, in writing at time of contract signing, that is still in its possession within thirty (30) Business Days of such termination. This Article does not require City to archive any Confidential Information provided to the City by the Contractor during the contract term.

ARTICLE 21 –CONFLICT OF INTEREST

A. The Contractor warrants that it presently has no interest and shall not knowingly acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or Services required under the Agreement. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer, state employee or former state employee have been followed.

ARTICLE 22 - RECORDS AND AUDIT

A. The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature and cost of Services rendered during this Agreement's term and effect and retain them for a period of (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment for Services under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments. Notwithstanding anything to the contrary, in no event shall Contractor be required to provide Authority with copies of or access to any proprietary financial records that contain cost or expense related information including, but not limited to, journal entries. Access to financial records shall be solely provided for the purpose of verifying the accuracy of invoices and shall not include Contractor's costing rates, actual costs, profit or other proprietary data.

ARTICLE 23 - AMENDMENT

A. This Agreement shall not be altered, changed, or amended except by an instrument in writing executed by the Parties hereto. No amendment shall be effective or binding unless approved by all of the approval authorities. Amendments are required for the following:

1. Deliverable requirements, as outlined in Exhibit A;
2. Due Date of any Deliverable, as outlined in Exhibit A;
3. Compensation of any Deliverable, as outlined in Exhibit B;
4. Agreement Compensation, as outlined in Article 3; or
5. Agreement termination, as outlined in Article 5.

ARTICLE 24 – MERGER, SCOPE, ORDER OF PRECEDENCE

A. Severable. The provisions of this Agreement are severable, and if for any reason, a clause, sentence or paragraph of this Agreement is determined to be invalid by a court or City or commission having jurisdiction over the subject matter hereof, such invalidity shall not affect other provisions of this Agreement, which can be given effect without the invalid provision.

B. Merger/Scope/Order. This Agreement incorporates any and all agreements, covenants and understandings between the Parties concerning the subject matter hereof, and all such agreements, covenants and understanding have been merged into this Agreement. No prior agreement or understanding, verbal or otherwise, of the Parties or their agents or assignees shall be valid or enforceable unless embodied in this Agreement.

ARTICLE 25 – NOTICES

A. All deliveries, notices, requests, demands or other communications provided for or required by this Agreement shall be in writing and shall be deemed to have been given when sent by registered or certified mail (return receipt requested), when sent by overnight carrier, or upon telephone confirmation by Contractor to the sender of receipt of a facsimile communication that is followed by a mailed hard copy from the sender. Notices shall be addressed as follows:

For CITY
Sara Smith, Contracts Analyst
City of Santa Fe Parking Division
sjsmith@ci.santa-fe.nm.us
505-955-6674
PO Box 909, Santa Fe, NM 87504-0909

For CONTRACTOR
Kathryn McIntyre, Program Manager
Conduent State and Local Solutions
Kathryn.mcintyre@conduent.com
303-295-2860
518 17th Street
Denver, CO 80202

With a Copy to:
Conduent State & Local Solutions, Inc.
12410 Milestone Center Drive
Germantown, MD 20876
ATTN: Contracts Department

B. Any change to the Notice individual or the address, shall be effective only in writing.

ARTICLE 26 – GENERAL PROVISIONS

A. The Contractor agrees to abide by all federal and state laws and City ordinances, including but not limited to:

1. Civil and Criminal Penalties. The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.
2. Equal Opportunity Compliance. The Contractor agrees to abide by all federal and state laws and City Ordinances, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.
3. Workers Compensation. The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.
4. Americans with Disabilities Act. The Contractor agrees to comply with the Americans with Disabilities Act Section 504 of the Rehabilitation Act of 1973 and not discriminate on the basis of disability in the admission or access to, or treatment of employment in its services, programs, or activities. The Contractor agrees to hold harmless and indemnify the City from costs, including but not limited to damages, attorney's fees, and staff time, in any action or proceeding brought alleging a violation of ADA and/or Section 504 caused by the Contractor.
5. City Code of Conduct. The Contractor shall, as a condition of being awarded this Agreement, to require each of its agents, officers and employees to abide by the City's policies prohibiting sexual harassment, firearms and smoking, as well as all other reasonable work rules, safety rules or policies regulating the conduct of persons on City property at all times while performing duties pursuant to this Agreement. The Contractor agrees and understands that a violation of any of these policies or rules constitutes a breach of the Agreement and sufficient grounds for immediate termination of the Agreement by the City.

B. Applicable Law. The laws of the State of New Mexico shall govern this Agreement. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all such lawsuits arising under or out of any term of this Agreement.

C. Waiver. A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless expressed and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

D. Headings. Any and all headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. Numbered or lettered provisions, sections and subsections

contained herein, refer only to provisions, sections and subsections of this Agreement unless otherwise expressly stated.

ARTICLE 27 – SURVIVAL

A. The Articles entitled Intellectual Property and Confidentiality shall survive the expiration or termination of this Agreement.

ARTICLE 28 – TIME

A. Calculation of Time. Any time period herein calculated by reference to "days" means calendar days, unless Business Days are used; provided, however, that if the last day for a given act falls on a Saturday, Sunday, or a holiday as observed by the State of New Mexico, the day for such act shall be the first day following that is not a Saturday, Sunday, or such observed holiday.

ARTICLE 29 – FORCE MAJEURE

A. Neither party shall be liable in damages or have any right to terminate this Agreement for any delay or Default in performing hereunder if such delay or Default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

CITY OF SANTA FE:

JAVIER M. GONZALES, MAYOR

DATE: 8/18/17

CONTRACTOR:
CONDUENT STATE & LOCAL SOLUTIONS, INC.

see attached

MICHAEL M. DAVIS, VICE PRESIDENT

DATE: _____

CRS # 03-182996001
Business License # 17-00144538

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CITY OF SANTA FE:

JAVIER M. GONZALES, MAYOR

DATE: 8/18/17

CONTRACTOR:
CONDUENT STATE & LOCAL SOLUTIONS, INC.

MICHAEL M. DAVIS, VICE PRESIDENT

DATE: 08-28-2017

CRS # 03-182996001
Business License # 17-00144538

ATTEST:

Yolanda Y. Vigil

YOLANDA Y. VIGIL, CITY CLERK

CC mtg. 8/9/17

8/31/17

DATE FULLY EXECUTED

APPROVED AS TO FORM:

Kelley A. Brennan

KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

Adam K. Johnson

ADAM JOHNSON, FINANCE DIRECTOR

52151.563100
Business Unit/Line Item

EXHIBIT A - SCOPE OF WORK
CONDUENT STATE & LOCAL SOLUTIONS, INC.
CITATION ADMINISTRATION AND REVENUE RECONCILIATION SYSTEM

1.0 Functional Areas

The following table contains the list of functional areas of the Citation Administration and Revenue Reconciliations System (CARRS) system.

Table 01: Functional Areas

No.	Functional Area	No.	Functional Area
1	Electronic Citation Issuance and Reporting System (ECIRS)	4	Special Collections System (SPS)
2	Enforcement Management System (EMS)	5	Marketing and Revenue Generation Program
3	Parking Citation Processing System (PCPS)	6	Noticing and Correspondence

The List of Functional and Technical Requirements/Capabilities presented in Exhibit C contains the detailed functionality the City requires within each functional area and Contractor's compliance with the system(s).

Furnishing of New Handheld Units: Electronic Citation Issuance hardware and accessories, including printers, will be provided by the City.

The Contractor shall provide the necessary software needed to integrate the handheld units with the proposed PCPS. The cost of furnishing the ECIRS in its entirety is included in Exhibit B. The Contractor shall provide the City a price guarantee which shall not exceed the proposed pricing for additional order of ECIRS components and accessories for a period of three (3) years from the contract start date.

2.0 Handheld Device Requirements

The Contractor shall provide an Electronic Citation Issuance and Reporting System (ECIRS) with features, functionality and services listed below at no expense to the City beyond the Citation Processing Fees identified in Exhibit B:

a) Processing of citations entered into handheld units by PEOs in the field
b) The ability to identify vehicles' RPP status, vehicles that are Scofflaws and/or reported as stolen and/or involved in felonies by VLN and VIN look-up through the handheld unit
c) The ability for a PEO to enter a personal identification number (PIN) and password for the operation of the handheld unit
d) The ability to access all data and images associated with a Citation stored in a handheld unit
e) Built-in bar code reader and digital color camera with highest available pixels
f) The ability for the PEO to capture image/s of each violation
g) Automatic printing of violation photo selected by PEO on each citation prior to issuance
h) The generation of City specified reports from data collected by handheld units
i) Simplified Training and hip-pocket reference manuals for City employees on handheld units
j) Additional options pertaining to handheld units as outlined in System Enhancements
k) The automatic capture of PEO tasks and time spent from handheld units
l) The ability to manually input PEO tasks and enforcement time spent into handheld units; and

The system will integrate the PCPS and the ECIRS to upload citations and download information to handheld units through VIN or VLN.

3.0 ECIRS Requirements

The Contractor shall provide an ECIRS system with the following features, functionality and services at no expense to PVB beyond the Citation Processing Fees identified in Exhibit B:

a) Transfer of Citation data from the handheld units to the City's and/or Contractor's processing facility
b) Two-way electronic transfer of Citation data between the ECIRS and the PCPS in a manner that eliminates the need for physical counting, batching and delivery of Citations
c) Management and maintenance of the current ECIRS or replacement of current system components with PVB's prior written approval of any proposed replacement system
d) Comprehensive reference manuals for PVB's operations and management personnel in the full use of the ECIRS or any replacement system implemented during the term of the Agreement, including instructions for and software, and ongoing system support
e) Additional options pertaining to ECIRS as outlined in System Enhancements

4.0 ECIRS Computer Access

City provide all computer workstations for the purpose of ECIRS computer access.

Information stored and maintained in the ECIRS must be accessible from computer workstations attached to City's WAN/Internet.

5.0 ECIRS – PCPS Connectivity

The ECIRS must operate in an integrated fashion with the PCPS. Transfer of data between the two systems must use a high-speed communications link that will protect the security of the data.

The ECIRS must have the capability to verify that the Citation records transferred are identical to the Citation records transmitted.

6.0 Data Transfer Process

The Contractor must ensure the integrity of all data transmission, including reconciliation of the number of Citations transmitted with the number received and processed.

The downloading process from the handheld units to the PCPS must be fully automated and not require manual intervention.

Data transfer between the PCPS and ECIRS must include VLNs of vehicles eligible for booting as well as stolen vehicles and vehicles involved in felonies. The ECIRS must merge and post such VLNs and vehicle status as eligible for booting, towing or identified as stolen into appropriate, designated tables programmed into the software of the handheld units.

7.0 Data Security

The transfer of data from ECIRS to PCPS must be secure. Data security shall be fully PCI compliant throughout the Term of the Agreement.

8.0 Field Maintenance Requests

The ECIRS must provide the ability to use the handheld units to capture various Field Maintenance Requests for specific meters, signs and curb painting throughout City of Santa Fe. Field Maintenance Requests must be transmitted directly to the PCPS upon upload to the ECIRS. Transmissions shall be sent via email to the Maintenance Supervisor and other designated personnel email accounts.

9.0 Support and Maintenance

The Contractor shall at all times provide maintenance and support services for all software, equipment and systems supplied pursuant to the Agreement.

10.0 Contract Liquidated Damages

Failure of the Contractor to ensure the integrity of the transmission and reconciliation of the number of Citations transmitted on a daily basis with the number received and processed on a daily basis shall result in a credit to PVB of $250.00 per daily reconciliation incident.

Failure to electronically download information from the handheld units to the PCPS will result in a credit to PVB of $250.00 for each batch download incident that results in lost data plus actual citation value. This penalty will not be invoked if the failure is due to failure of 3rd party wireless coverage or local environmental elements such as WIFI or LAN issues or issues that are outside of Contractors control, damage of a physical device that impacts its communications capabilities, or failure by enforcement officers to properly dock the handheld.

Failure of the Contractor to adhere to the schedule for installation, training and/or implementation of the new system, once approved by PVB, shall result in a credit to PVB of $1,500.00 for each calendar day of delay, unless written approval from PVB for the delay is secured before the deadline for the task has passed. Contractor will implement system i.e. "go live" in 90 days.

Failure of the system to maintain security data (PCI-DSS) with on-line payments information from Web or phone will result in a credit to PVB of $1,500.00 per security incident.

11.0 Enforcement Management System (EMS)

The second component of the CARRS consists of procurement of a comprehensive Enforcement Management System (EMS) that receives new and updated data from the handheld units and allows:

a) Computerized tracking of deployment of resources from the handhelds and manual entry of daily activity log; this allows efficient planning and deployment of Enforcement Unit personnel
b) The use of handheld units to report Field Maintenance Requests

12.0 System Requirements

The Contractor shall provide a comprehensive EMS that receives new and updated data from the handheld units of the ECIRS and allows manual input of the daily activity logs. The EMS shall provide the following functionality, features and services:

a) Tracking of activities performed by PEOs including but not limited to:
    1) Work Detail (e.g. Driveway Complaints, Residential Permit Parking, Commute Tow, General Enforcement, Abandoned Vehicle, Booting of vehicles, etc.)
    2) Type of Assignment (e.g. Parking Enforcement, Traffic Management, Dispatch, Other Non-Field Tasks, and Administrative Tasks)
    3) Work/Non-Work Status (e.g. Sick Leave, Vacation, Training, Light Duty, Breaks, Lunch, Fueling, Travel Time, Roll Call, Debriefing, etc.)
    4) Supervisor/PEO designation
b) On-line, real-time entry of daily field activities of PEOs and other agency personnel who issue Citations.
c) User-friendly retrieval of the records of all PVB employees who issue Citations. Record retrieval must be capable of being initiated by entering the issuer's name, badge number, their Supervisor's name or by entering dates or date ranges
d) The capability to interface with the ECIRS and to incorporate manually entered data
e) PCPS database interface to capture and record the number of Citations issued by type of violation and by the number of Citations issued for each type of violation by issuer
f) Display of all the information for every Citation issued during any time range specified by the PVB
g) The EMS must include the following fields:
    1) Badge number, name area and regular beat assignment (pre-assigned)
    2) Patrol date
    3) Supervisor's badge number and name of each subordinate PEO
    4) Assignment at time of task (may be an assignment that differs from the regular beat assignment)

5) Types of field duty and amount of time worked
6) Non-field duty times and
7) Citation issued by date, time, location and violation category

13.0 EMS Online Real-time Maintenance

The system shall have the ability to provide on-line real-time maintenance of a complete catalog of parking enforcement supervisory assignments of PEOs. The PCPS must accommodate changes in personnel and assignments, including temporary assignments. At a minimum, the system shall provide information on:

a) PEOs
b) Supervisors
c) Work Detail and
d) Type of Assignment.

14.0 Tracking at PEO Badge Number Level

The system shall track activities performed by a PEO within an assigned shift. The information will be tracked by the PEO badge number and police district assignments, and will report Work Detail, Type of Assignment and Work/Non-Work Status, location of Citation issued, as indicated above. The system will also obtain data from the PCPS and ECIRS to update Citation information as required in reports.

15.0 Tracking at Supervisor Level

The system shall track activities performed by PEOs for functions by squad, under Supervisor responsibility on a daily basis. The system must allow for PEOs to report to more than one Supervisor in a day. The system should generate both regularly scheduled and on-demand reports that show what amount of time was put forth at the PEO badge number level for the various functions within the Supervisor responsibility or squad assignment.

16.0 Management Reporting of Activities

The system shall have the ability to:

a) Accommodate and document real-time adjustments to assignments at the PEO badge number and Supervisor/Squad level, and reflect assignments of one PEO to more than one supervisor and/or one Supervisor to multiple assignments, squads or work details.
b) Group activities by type, to reflect percentage of workday spent on a particular Type of
c) Assignment, location, Work Detail, or Work/Non-Work Status, by PEO badge number and at the Supervisor level, so that all available hours worked during each 24-hour period are accounted for and documented seven days per week, including weekends and holidays.
d) Document overtime hours worked by badge number and at the Supervisor level, and describe work detail, type of assignment and non-work status.
e) Assist management of the Enforcement Division to evaluate day-to-day activity assignments and patrol strategies over time.
f) Allow for table updates and audits for quality of data in real time.

17.0 Statistical Reports on Productivity Online

The system shall provide PVB with operational on-line, real- time reports of PEO activities by PEO, location, unit assignment and enforcement area.

Citywide statistics must be available for any specified time period. The following management and operational reports are required:

a) PEO activity summary
b) PEO activity detail and
c) Summary of productivity reports

18.0 Contract Liquidated Damages

Failure of the Contractor to provide the Enforcement Management System in accordance with Contract specifications within ninety (90) days of the Contract Approval Date shall result in a credit to PVB of $500.00 for each calendar day delayed unless a written extension of the deadline for providing EMS is granted by PVB. This contract liquidated damages requirement is a stand-alone assessment and will not be assessed in combination with, or in addition to, Section 10 Contract Liquidated Damages, City will either assess Section 10 or this assessment.

Contractor's system shall be capable of generating Management Reports within ninety (90) days of the Contract Approval Date. Failure of the Contractor to provide the required Management Reports within ninety (90) days of the Contract Approval Date shall result in a credit to PVB of $500.00 for each 24-hour period of delay, unless a written extension of the deadline for providing Management Reports is granted by PVB. This contract liquidated damages requirement is a stand-alone assessment and will not be assessed in combination with, or in addition to, Section 10 Contract Liquidated Damages, City will either assess Section 10 or this assessment.

19.0 Parking Citation Processing System (PCPS)

The primary functions of the PCPS are the processing of Citations received either from handheld units or from manually written Citations; MVD interface processing; collection of Fines and Fees (Cashiering System); tracking of Administrative Reviews and Hearings; processing of parking permits, Scofflaw booting and tracking and Customer service support. In addition to these primary applications, PVB intends to automate several other applications that are discussed below. The PCPS shall be fully PCI compliant during the entire term of this contract.

The Contractor shall provide all software and services for a PCPS that is fully integrated with the ECIRS, with the following features, functionality and services, at no expense to PVB beyond the per-Citation price identified in the Cost Proposal:

a) Ability to record new Citations issued, including identification of the issuing agency
b) Ability for the PVB and the public to make online, real-time Citation inquiries
c) Ability to interface on-line or via 3rd Party in batch with New Mexico MVD
d) Cashiering/ Payment Processing/Noticing/Refund and Audit functions
e) Administrative Review and Hearings Modules for contested Citations, including electronic imaging of Administrative Review and Hearing requests
f) General Citation data storage and management, along with flexible reporting options
g) Residential Permit Issuance and Management System
h) Capture boot/tow status on handheld
i) Data entry services for handwritten Citation records; citations will be imaged by City and image file sent to Conduent
j) Printing and distribution of notices (see Section 9)
k) Training and user manuals for PVB staff on PCPS and system maintenance requirements
l) Maintenance support services for software
m) Additional options pertaining to the PCPS as outlined in Section 2

20.0 Citation Processing

The Contractor shall provide all software and technical support for all phases of Citation processing, from initial entry of a Citation into a database to final closure by payment, dismissal, or other Disposition. However, with the exception of initial data entry of imaged file of manually written Citations to be performed by Contractor, the PVB will perform all other PCPS data entry functions.

The Contractor shall implement a complete data processing system that is capable of processing up to fifty thousand (50,000) Citations annually, including both handwritten and computer-generated Citations. The system must be able to provide active on-line retention of Citation data for at least three (3) years, and on-demand access to electronic copies or facsimiles of printed Citation records for a period of at least three (3) years.

The system will perform the following procedures:

a) For ensuring that each electronically generated Citation has a unique number of algorithms check digits to avoid duplication;
b) For providing on-demand an electronic facsimile of all Citations generated by handheld units;
c) For providing "voided" computer generated Citations that can be identified by query and identity of the person who has initiated the "void";
d) For providing electronic Citations issued to citizens who leave the scene of a violation, so that a facsimile of a Citation can be mailed to the Registered Owner within three (3) days of issuance;
e) For processing electronic Citations that are subsequently corrected so that City will mail facsimile to Registered Owner with a notice of correction;
f) For providing an audit trail that lists the status of all Citations by number, regardless of disposition (i.e. paid, damaged, destroyed, etc.).

21.0 Handheld System Interface

Contractor shall provide an automated interface with the ECIRS, such that the transfer of data records captured in the field on handheld units are automatically transferred to the PCPS and appropriate information collected and maintained by the PCPS is communicated to the ECIRS. Any replacement software proposed by Contractor for this interface shall be subject to the prior approval of the Parking Division.

The stand-alone ECIRS will transfer database files containing Citations and voided Citations to the PCPS. The PCPS must respond to the transfer of this information with the following records:

a) A file containing an audit trail that defines all Citations and Field Maintenance Requests received and deposited into PCPS files.
b) A file consisting of VLNs / VINs of vehicles that are eligible for or that have been reported as stolen or involved in the commitment of a crime.
c) RPP permits status validation.
d) Any code table files that have been modified since last transmission.

The ECIRS and PCPS systems shall be capable of processing electronic Citations issued to motorists who leave the scene of a violation ("drive-away") that will permit a facsimile Citation to be mailed by City to the Registered Owner within three (3) days of the issuance of a Citation.

22.0 Handwritten Citation Processing

PVB will continue to issue Citations that are handwritten and anticipates that it may continue to receive less than 3,000 handwritten Citations per year from various agencies. The Contractor will be sent these handwritten Citations and shall enter them into the PCPS for tracking. PVB's goal is to further reduce handwritten citations and any cost savings due to reduction in handwritten citations will be credited to the City. The contractor shall show PVB good faith efforts it has taken to reduce costs and credit the City savings from the cost cutting efforts.

Contractor shall perform the following procedures and activities:

a) Daily collection of handwritten Citations from PVB to be scanned and imaged by City. Image file will be sent to Contractor
b) Data entry of handwritten Citations into the system within two (2) working days of receipt by Contractor. Contractor shall review and resubmit those Citations that do not successfully update for update processing within one (1) additional working day
c) Maintenance of back-up software facilities to provide a level of redundancy sufficient to ensure that new handwritten Citations are updated to the computer database within two (2) working days of receipt by the Contractor.
d) Maintenance of clear, archive quality records of each handwritten Citation with a unique, sequential document locator number for each record.

e) Provision of readable reproductions of all records upon request from the public or PVB.
f) Reconciliation and accounting of handwritten Citations during the recording process.
g) Recording the following database elements from each handwritten Citation:
    1) Citation Number
    2) Issue Date
    3) Issue Time
    4) Agency
    5) Officer Name
    6) Officer Badge Number
    7) Registration Expiration Date
    8) Location of Violation
    9) Vehicle Make
    10) Vehicle Model
    11) Vehicle Body Type
    12) Vehicle Color
    13) VIN
    14) Violation Code
    15) Vehicle VLN, and
    16) Any comments/notes.
h) Data verification and quality control process to validate the data transcribed from handwritten Citations.
i) Checking for valid combinations of alpha or numeric data for particular fields, a check-digit algorithm to control errors in the Citation number field, and crosscheck edit of batch numbers and batch counts.
j) On-demand reporting of lists of Citations with data field errors.
k) Processing of handheld Citations issued to motorists who leave the scene of a violation ("drive away"). A facsimile Citation shall be mailed by the Contractor to the Registered Owner within three (3) working days of Citation issuance, subject to availability of registered owner's information being received from New Mexico MVD. For out-of-state vehicles, Contractor will mail a facsimile citation within two (2) days of receiving Registered Owner's information from out-of-state MVD's.
l) Researching any rejects or errors, and processing of manual data entry corrections within three (3) working days from the date the error appears on a daily report.

Failure to adhere to the deadlines described in paragraphs (b), (c) or (k) above shall result in a credit to PVB of $250.00 per calendar day of delay attributable to delay within Contractor's control.

23.0 MVD Data Integration

Under the laws of the State of New Mexico, the Registered Owner of a vehicle on record at the MVD is liable for a parking violation. The accurate and timely acquisition of Registered Owner information is critical to the success of processing Citations.

The Contractor must provide a system with the ability to retrieve vehicle-related information from the New Mexico MVD and integrate it into the PCPS. The Contractor's systems must also use available communication mechanisms to obtain the same information from all other state motor vehicle registries. If available and facilitated by New Mexico MVD, this process will include continuous on-line, release of vehicle registration holds with the New Mexico MVD and other States' registries whenever possible. In addition to the name and address of the Registered Owner of a cited vehicle, the VIN shall be collected and displayed in a format that permits a direct comparison with the last four (4) digits of the VIN entered from the original Citation. The system shall record this data for future use in authorized collection activities. Any fees charged by the MVD to support direct access will be passed through to the City as a reimbursable cost.

The Contractor shall ensure that the system will protect confidentiality with regard to all data obtained from the MVD.

Any fees charged by New Mexico MVD for continuous on-line, placements and releases of vehicle registration holds with the New Mexico MVD will be passed through to the City as a reimbursable expense. Contractor has to secure a written authorization from PVB for any additional pass-through costs not approved and included as part of the original contract prior to incurring such additional pass-through costs.

24.0 Name and Address Processing

Contractor agrees to perform the following name and address processing functions:

a) To process all MVD name and address transactions required to support PVB parking operations.
b) To interface directly or via 3rd Party services in batch processing with the vehicle registration database maintained by the New Mexico MVD. The interface method to be used by the Contractor for obtaining the vehicle registration information from the database maintained by the New Mexico MVD will be the decision of the Contractor.
c) To process error messages resulting from returned MVD information.
d) To initiate and obtain in-state Registered Owner information within twenty-four (24) hours of a new Citation record being updated or entered into the database, subject to New Mexico MVD's approval and availability of information.
e) To perform a VLN information re-request where the initial request is returned because name and address information was not available ("no hits").
f) To ensure the accuracy of all data returned by the MVD prior to updating the Citation database.
g) To query MVD for Registered Owner information using either VLN or VIN, in accordance with New Mexico MVD's approval and availability of information.
h) To document when mail sent to a Registered Owner is returned as undeliverable, to maintain and display such undelivered notices in the Citation history and to retain and display the incorrect address information until updated information is received.
i) To schedule the processing of additional inquiries to MVD to obtain Registered Owner information when PVB determines that the Registered Owner on file is no longer the vehicle owner and should not be held responsible for the Citation, or when mail is returned from an incorrect address. Proposals shall also note how this schedule will be evaluated as the number of positive responses based upon repeat cycles.

Failure of the Contractor's system to initiate the in-state Registered Owner's information and update the Contractor's system within twenty-four (24) hours of the new Citation record being updated or entered on the database shall result in a credit to PVB of $250.00 per batch of daily citations, in accordance with New Mexico MVD's approval and availability of information. Contractor will not be responsible for delays in updating the Contractor's system that are caused by delays in the New Mexico MVD.

Contractor shall obtain New Mexico MVD Registered Owner information for all New Mexico Citations issued through nightly batch process requests to the NM MVD, in accordance with New Mexico MVD's approval and availability of information. Any direct connection to New Mexico MVD is subject to New Mexico MVD approval and granting of access to Contractor. City will be required to provide any required authorization for Contractor to obtain New Mexico MVD and any out-of-state MVD approval.

Contractor will only be responsible for providing 3rd Party services in batch processing with the vehicle registration database maintained by the New Mexico MVD and out-of-state MVDs. City will be responsible for providing access to New Mexico MVD for registered owner information look-up outside of Contractor's system.

25.0 MVD Payment Transfer Update- Option

Optional Service when legislation is passed authorizing issuing agencies in the state to mark plates for registration hold the Contractor will provide City with cost proposal for review and acceptance for providing this new service as a separate cost.

The PCPS database shall be updated with all Citation payment transaction details. Information received from the MVD about payments made to the MVD shall be reconciled with the Citation database. Because the MVD payment

and the records for the payments may come separately, the Contractor will not post MVD payment information unless approved by the PVB.

The system shall have the ability to process and account for payment transactions associated with money collected by the MVD.

26.0 Registered Owner Reconciliation

The Contractor ensures the system's ability to provide the following Registered Owner reconciliation functions:

a) The ability of the data processing system to reliably and automatically compare the issue date of each Citation with the vehicle registration date information on file at the MVD
b) The system shall use registration date information to assign legal responsibility for each Citation to a Registered Owner based on the effective date that the VLN was assigned to an individual by a motor vehicle registry. Citations issued before a change is registered shall be assigned to the previous owner
c) The ability to accommodate the manual entry and processing of registered owner name and address information to accommodate any data entry errors
d) The ability to provide on-line, real-time display of multiple Citation records for a single VLN or VIN, defined by date of ownership

27.0 Status of Protested Citations

New Mexico law requires that local jurisdictions provide an administrative protest procedure for parking violations. City Ordinance mandates that a parking Citation be contested within fifteen (15) calendar days of the date it was issued, or fifteen (15) calendar days from the mailing of a Notice of Delinquent Parking Violation.

City Ordinance requires that an Administrative Hearing with a Hearing Officer is scheduled upon request by the registered owner within five (5) business days from the receipt of a request for a hearing. The actual Hearing date will be selected based upon the Hearing Officer's schedule and availability. Therefore, the Contractor must provide a system that accurately displays all dates relevant to the status of a protested Citation, including the Citation issuance date, the date of mailing a Notice of Delinquent Parking Violation, and the date of receipt of a request for an Administrative Hearing.

The Contractor ensures the system's ability to provide Administrative Reviews and Administrative Hearings.

Failure of the Contractor's system to accurately display all dates associated with the status of a Citation subject to Protest shall result in a credit to PVB of $250.00 per incident.

28.0 Temporary Citation Record

A temporary Citation record is used by PVB when inquiries are made about a Citation or when a request is received to contest a Citation or payment mode for a record that has not yet been updated. The temporary record serves as a marker and exists as a record against which transactions are processed.

When the actual Citation record is updated to the database, temporary records shall be merged into the record with the actual Citation information. Processing dates, times and codes from the temporary marker shall be retained and permanently recorded as part of the Citation history.

The Contractor ensures the system's capability of adding a temporary Citation record to the database prior to the actual Citation being posted to the system.

29.0 Data Correction

When a Citation record is corrected the PCPS shall update the Citation record with the new data, and retain a history record of the prior data. The history transaction shall record the date, time and log-on ID of the person making the correction. The system shall have different security levels for different categories of record changes, as specified by PVB.

When crucial data fields such as violation code or VLN are corrected, the system shall automatically perform any necessary processing actions. These shall include sending a new name and address request to the MVD or reinstating a Citation into the noticing cycle.

The Contractor ensures the system's ability to permit manual correction of specified data fields on a Citation record and any automatically generated actions caused by such corrections

30.0 Citation Inquiry

The Contractor's PCPS shall provide on-line, real-time access to all Citation data, Registered-Owner-data and complete records of processing status and public contacts by phone or mail. The system shall provide such data by detail category and in a summary format. The data retrieval system shall be able to accommodate the specialized requirements of PVB's Administrative Adjudication Program and any other specialized programs within the framework of the Contractors existing system and/or as otherwise agreed to between the parties. The system shall also provide graphical user interface capabilities for all system functions including, but not limited to, screens, menus, data retrieval and reports.

The PCPS shall display cross-referenced information for the VLN, including Registered Owner name and address, name and address of any subsequent owners that have received Citations, detailed information on each Citation, total amount due, effective date of ownership, payment history data and status indicators showing certain conditions, such as a bad check or unpaid administrative Fees in our system. The information to be displayed shall be determined by PVB for each Citation. The PCPS shall have the ability to alert the user if more related data is available that is not displayed on the current data screen.

The Contractor must ensure that the system will protect the confidentiality of all data obtained from the MVD including the confidentiality of Customer MVD information.

31.0 Citation Display

The Contractor's system shall provide on-line, real-time display of Citations that share a common characteristic. For example, entering an individual VLN shall generate:

a) A display of all Citations assigned to the VLN, and if the VLN is associated with more than one Registered Owner, the system shall display the date of the change in Registered Owner;
b) The option of displaying only those Citations that are "open," with an unpaid balance owed;
c) Display of Citations that meet PVB's criteria for vehicle impound eligibility;
d) Display of all Citations currently identified by a visible indicator that further research is required when additional VLN records exist for an individual vehicle owner or operator. The system shall have the ability to display all
e) VLNs related to an individual on a summary screen to improve PVB's ability to collect Fines from owners of multiple vehicles.

32.0 Citation Detail

For each Citation record, the Contractor's system shall enable the PVB to access in an on-line, real-time mode at a minimum the following information:

a) Summary Citation Data: Citation number, VLN and state of issuance, VIN, parking meter number or street address, violation code with description, issue date and time, location, amount due and current processing status
b) Enforcement Data: Badge or ID number of the person issuing the Citation and issuing agency code
c) Vehicle Data: VIN, vehicle make, vehicle color, vehicle type, Registered Owner name and address as provided by the MVD and effective date of vehicle ownership
d) Financial Data: The original Fine amount plus the dates and amounts of any Penalties that have accrued
e) Mail Data: The mail date and description of all notices or correspondence letters mailed, including all return information such as alternate addresses

f) Processing Data: The processing batch date and number, date on which the Citation was updated, the date Registered Owner information was requested and received from the vehicle registry and the date that a registration hold was placed, confirmed and released by the MVD
g) Registry Data: The vehicle make as recorded by the MVD, the date on which ownership data was recorded and dates that indicate returned mail or registration non-renewal
h) Administrative Review Data: The date and time of Administrative Review and
i) Disposition of Citations following Administrative Review
j) Adjudication Data: The date, time and location of an Administrative Hearing and
k) Disposition following the hearing
l) Phone-in, Walk-in Data: For all phone inquiries or in-person contact with Customers
m) Suspend Data: The date and time a temporary suspension is applied to a Citation that stops normal Citation processing, the identification of the person implementing the suspension, type of suspension and the date that suspension is to be removed and normal Citation processing is to resume
n) Correspondence Data: The date, time, code and description of all correspondence mailed relating to a Citation
o) Payment Data: Payment date, payment source (lockbox, walk-in, MVD, mail), payment amount, method of payment (cash, check, etc.), payment batch number and payment processing electronic tracking number

33.0 Additional Remarks

The Contractor's system shall be capable of capturing additional remarks beyond what is recorded in the handheld unit to permit the input of additional information regarding a Citation. Access to the remarks screen shall be available for every Citation record. Data entry on the screen must be controlled by access authorization. Once a remark is added and saved to a Citation record, that remark and its associated information may not be edited, deleted or otherwise altered.

The remarks screen shall be a free-form screen that allows both alphabetic and numeric characters. Data entry shall be allowed until the entire screen is filled. Additional remarks may be entered by accessing additional remarks screens, with no limit on the number of remarks screens that can be associated with a particular Citation record. Multiple screens shall be displayed in chronological order with the screen containing the most current data being displayed first.

The system shall provide the user with the ability to add remarks once a Citation record has been retrieved. System users will add remarks records by either a drop down menu selection or a clickable icon. Upon opening the "add remarks" screen, the system shall automatically populate the remarks record with the following required remarks fields:

a) The date the remark is entered,
b) The time remark is entered, and
c) User ID fields identifying the person opening the "add remarks" screen which cannot be altered once the transaction is entered and saved.

All remarks records already entered shall be retrievable by Citation number, VLN or Registered Owner name. The system must allow the user to display a list of already-entered remarks upon opening a Citation record either by means of a drop down menu or a clickable icon. The list of remarks associated with a Citation record shall display the date remark was entered, the time entered, the user ID of person who entered the remark, and the first fifty-six (56) characters of each remark associated with that Citation. Each remark shall be listed in reverse chronological order, with the most current remark record listed first. The system shall allow the user to select a remarks record by clicking on a listed remark to open the detail of the remark record selected.

34.0 Citation Recovery

The Contractor shall provide online, real-time access to a history of all Citation activity that displays all processing transactions associated with a particular Citation. The system shall provide a display that includes every transaction related to an individual Citation and which forms a permanent audit trail for future inquiry and research. All

transactions shall be listed in reverse chronological order (newest to oldest), with the transaction type (payment, hearing, etc.), transaction date, user ID of the person who processed the transaction and all other codes and information applicable to the transaction. The history shall also detail all collection activity, collection and correspondence by type, date and mail date, cashiering activity and complete historical data, such as name and/or address changes of other manual or automated corrections and revisions.

35.0 VLN/VIN Detail

The Contractor shall ensure that detailed PCPS information related to a particular VLN or VIN shall be immediately accessible in an on-line, real-time environment. VLN/VIN detail shall include information related to a single VLN/VIN for each known Registered Owner, separated into various categories, including:

a) General Information: The VLN, VIN, effective date of vehicle registration
b) Registry Information: The date on which MVD data were requested, date that information was returned from MVD and either confirmed or errors noted, the date that data was processed by the Contractor by updating the database with the Registered Owner's full name, address and VIN, as available.
c) Immobilization/Impound Data: The number of Citations that count toward eligibility for immobilization (booting) or impound (towing), as set forth by City Ordinance
d) Returned Mail Data: The date that any notice of correspondence was returned by the Post Office as undeliverable
e) Correspondence Mail Data: Reverse chronological listing (most recent listed first) of correspondence mailed to the responsible party for a Citation, including the date and time mailed and the type of correspondence
f) Summary of Fees: All penalties charged against the responsible party for a VLN, with any payments or penalty waivers recorded and displayed
g) Financial Summary Data: The total amount of Fines and Penalties due for an individual VLN and any existing unpaid balance
h) Comments Field: A field for PVB staff to make comments about a particular VLN, as distinguished from the remarks field associated with a particular Citation

36.0 Customized Information

The Contractor's system shall serve the comprehensive information needs of many separate organizational units within the PVB. The system shall be capable of responding to user-defined queries and shall present information in formats specified by the PVB to accommodate the unique requirements of each organizational unit. The entire system shall be dynamic and capable of being readily and efficiently adapted when there are changes in PVB policy, user preferences, legal requirements or future changes in Citation processing procedures.

The categories of data presently used include, but are not limited to:

a) Citation Information: issuing agency, badge or ID number, location of the violation, meter number or street address and comments written on the Citation
b) Payment Data: payment amount, payment source, method of payment and payment processing date
c) Fine Status: original Fine amount, applicable Fees and dates Fees were applied, amount paid, amount reduced, total due, amount overpaid, reason for overpayment and refund of overpayments
d) Citation Processing Plan: date Citation updated to system, batch number and date, date of next processing step
e) Vehicle Information: VIN, make of vehicle, year of vehicle, month and year of registration expiration, vehicle body type and color
f) Noticing Information: complete listing of each notice mailed with the actual mail date displayed
g) Administrative Review Information: The date, time, and Disposition of Citations placed on Administrative Review
h) Administrative Hearing Information: date hearing requested, time hearing scheduled, actual date and time of hearing, rescheduling date (if applicable) and Disposition
i) Case notes: to record notes to file regarding handling of case, conversations with and instructions given to Customer

j) Case Status: Total due, amount paid, current suspend code and description, date temporary suspension is removed and "Protest Status" (a field that shows where a Citation may be on the administrative adjudication timeline)
k) Administrative Review Summary: Citation issue date, time and reason for Administrative Review, investigation type and date processed, last date to contest the Citation, Administrative Review Disposition, the date the Disposition was entered and the date the Disposition was mailed to Registered Owner, Protestant or Complainant
l) Correspondence Information: types of correspondence letters mailed with the date and time of processing
m) General Citation Information: issue date, time, location, NMSA or UTO section violated and amount of Fines due
n) The information listed above shall be available through an integrated database that allows:
    1) PVB personnel to know what data are on the Citation, what enforcement and adjudication actions have occurred and what notices have been sent. These data are used primarily to expedite responses to public inquires
    2) PVB Hearing Examiners to have ready access to all information required for a fair hearing
    3) PVB personnel to see all Citation data, the enforcement actions that occurred, all Citation collection notices sent, the date and time an administrative or judicial hearing or Administrative Review took place and the Disposition at each stage of administrative or judicial review, complete information on the vehicle's Registered Owner and the name of any Protestant or Complainant
    4) PVB staff to analyze data to conduct parking meter, signage, painted curb investigations, research and respond to public complaints
    5) PVB accounting staff to pre-audit, review and process refunds and bounced checks, audit and reconcile revenue distribution and balance all deposits with Contractor and PVB records, and
    6) PVB Enforcement Division the ability to obtain detailed PEO information, identify errors, analyze trends, make officer deployment decisions and to continually enhance geographical deployment of PEOs

Interaction between PVB and the public in matters related to Citations occurs primarily through the PVB's Citations, Hearings and PVB Enforcement Divisions. Customer service functions will continue to be provided by the PVB.

The system shall have the ability to capture and retain the customized information listed above, and its ability to efficiently support the demand for Customer information from PVB staff.

The Contractor shall ensure that users can access information in all the data areas indicated above, and that the system can build and access linkages in the database that would facilitate data entry, and use flexible ad hoc query and report writing tools.

37.0 Cashiering Support

PVB staff currently provides cashiering services for the payment of Citation Fines from the Citation Division. The Contractor shall provide integrated payment processing capability with PVB's Pay-by-Phone and Pay-by-Web vendors. The Contractor shall also provide cashiering workstation equipment,-hardware and software at all locations where Citation payments are accepted.

Equipment and hardware provided by the City and Contractor cashiering software to be used for processing and recording Citation payment information shall operate in a real-time mode, and the Contractor shall provide the capability to continue accepting Citation payments during times when data communication lines are temporarily inactive. Such transactions must be transferred to the processing database within fifteen (15) minutes once communications are restored. Contractor may recommend cashiering hardware for purchase by the City.

All transactions are subject to audit by PVB at any time, without advance notice.

The Contractor shall clearly identify the software that shall be used in the workstation configuration to be installed at all locations and describe the system's ability to provide the following functions:

a) Perform inquiries into the PCPS database, such as lookups of Citation status, vehicle history, RPP status and MVD inquiries

b) Print a Citation payment receipt, in a form acceptable to the PVB, which shall provide the Customer with an easily understandable record to be used as proof of payment. The receipt shall display all Citations Fines paid, the total amount paid, the form of payment, the amount tendered and any change given, the VLN or VIN of the cited vehicle, the user ID of the person processing the payment and the time and date the payment was made. The receipt shall also show any Fees paid by date and type of Fee

c) Provide a clear, auditable record of payments received. The audit trail shall include Citation number, payment date and time, payment amount, payment method and the user ID of the person who accepted payment and entered the payment into the system

d) Process payments of Citations that have not yet been entered into the database, as well as payments of single Citations, multiple Citations and Citations on one or more VLNs or VINs in an on-line, real-time environment. The system shall be able to perform all necessary actions to release MVD holds (if available) or change vehicle booting and impound eligibility based on Citations that have been paid. If available, the system shall be able to produce a MVD abstract that satisfies the MVD that the Citation has been cleared. In addition, the system shall be able to process City-imposed Fees

e) Accommodate the special handling required for payments related to release of an impounded vehicle. The system shall be able to review vehicle history records and locate any additional vehicles registered to the owner, and accurately inform an individual of the amount of the Fines and Fees that shall be paid to release the impounded vehicle, including any amounts owed on other vehicles

f) Process Interactive Voice Response (IVR) and Pay-By-Web payments made by credit or debit card through the specified PVB contractor for Internet payments

g) Incorporate security and financial control measures including, at a minimum:
    1) Password security to gain access to the system
    2) Segregated cash out by operator
    3) Automatic check endorsement
    4) Separate totals for cash, check, money order and credit/debit card transactions, and
    5) Operator name or user ID, date and time as a record for each payment or adjustment transaction

h) Reconcile payment transactions, including:
    1) Balancing of monies received in a report that automatically generates a listing of the totals by method of payment
    2) The ability to balance out each person or workstation register to the receipt tape generated at the register as needed, and
    3) Separate deposit preparation for each cashier prior to cash pick up.

38.0 Payment Processing Control Requirements

Proposals shall describe the controls, checks and balances employed by the proposed system sufficient to ensure data integrity for all information processed for the PVB. Full audit trail information for every processing transaction shall be captured and permanently retained for each Citation. All payment processing procedures shall be approved by the PVB and subjected to detailed audit by PVB. Proposals shall explain in detail exactly how these processing controls shall be met.

39.0 Audit Trails

The Contractor shall ensure the system's ability to establish a reliable audit trail for all processing procedures, including endorsing and encoding the payment document with the unique control number of each Citation paid, date of processing and batch numbers and daily reconciliation with the payments updated to the system.

The Contractor shall ensure that electronic images will be instantly retrievable on request by the unique control number of Citation number.

40.0 Processing of Funds

The Contractor shall ensure the system's ability to ensure the integrity of data and security of PVB revenue throughout the entire payment processing procedure. System shall be able to research and resolve overages and shortages of all payments processed in every case to PVB's satisfaction. The system shall automatically generate an exception report for all overages and shortages by individual processor at the end of each work shift.

41.0 Financial Adjustments

The Contractor's system shall process various financial adjustments and update the PCPS to accurately reflect Citation status. City will research overpayments and payments applied in error, perform the necessary financial adjustments, move paid amounts between two Citations if required, and provide for automated refunds through City Controller's system in accordance with New Mexico law or City policies.

These transactions shall undergo an accounting process separate from the daily reconciliation for in-person and mail-in payments.

The Contractor's system shall have the ability to perform the following functions:

a) Permit the input of financial adjustment transactions, such as returned checks or refunds. The adjustments may include reversing an entire payment, modifying a payment amount, altering the amount due to close a Citation or reopening a Citation. The system shall be able to generate and send appropriate notification letters to the appropriate party advising of any such adjustments.
b) Generate letters to Customers notifying them that they are entitled to a refund when appropriate. PCPS shall create an audit trail to record these transactions.
c) Display financial adjustments on the report of revenue distribution.
d) Process returned check transactions, send correspondence to the payer advising of the consequences and penalties applied because of the returned check transaction, update the Citation information on the Citation database and resume normal noticing and processing of the Citation.

42.0 Refund of Overpayments

The Current Contractor assists PVB in processing refunds for overpayment of Citations through use of the PCPS, which automatically indicates to staff when a refund is due to a Customer and assists at various stages of the refunding process. The Contractor's system will support refunding of overpayments with the ability to:

a) Determine at VLN level if any overpayments are at least thirty (30) days old. This will not apply to fix-it Citations but will have an exception report for the fix-it Citation category.

b) Apply any overpayment to any open or unpaid Citations at the VLN level adjusting any late Fees applied in error. Designate, at the transaction level, where the overpayment was moved from and where the overpayment was moved to, for the Citation being paid. A detailed transaction record will be maintained by the PCPS. Mail refund letter to Registered Owner; indicate and maintain a record of all letters, at the VLN level, showing that letter was sent. Designate, at the VLN level, the response to the mailed refund letter so that if a refund is requested it will be issued through the PCPS refund system.

If there is no response to the mailed refund letter after a fixed time determined by PVB or if the letter is returned as undeliverable, the ability to mark the record with the reason for return, so that a report can be generated based upon date of payment and date of determination of inability to refund.

43.0 Administrative Review and Adjudication Procedures

The PVB conducts administrative adjudication of Citations. This includes Administrative Review, which is conducted for all Citations subject to a Protest as required by NMSA, and Administrative Hearings conducted upon the request of a person who wishes to protest a Citation. These administrative adjudication procedures are required by New Mexico Statutes Annotated (NMSA) and by City Ordinance.

44.0 Administrative Review

The number of Citations involving Administrative Review fluctuates in accordance with the number of Citations issued.

The PCPS shall provide electronic tracking and associated services for Administrative Review processing, which shall include the following functionality:

a) Ability to capture data associated with the request for Administrative Review
b) A determination that the request for Administrative Review has been made within established deadlines
c) Generation and mailing of a letter to the Protestant describing the Administrative Review procedure. Different letter templates will be used depending on the type or number of Citations involved. The form and content of these letters will be subject to approval by the PVB
d) Handheld citations are updated in real-time based on the ability of quality of wireless service provided by City. Manual Citations are available 48 hours after receipt by vendor. Photos are available overnight in a batch process
e) The ability to review other Citations issued at the same location as the protested Citation, or to the same vehicle that was issued the protested Citation
f) The ability to query for MVD Registered Owner and vehicle information
g) The ability to place an "administrative suspend" on the Citation payment deadlines pending Administrative Review
h) The ability to capture information describing the Disposition following Administrative Review or Administrative Hearing, including indication of denial/approval of the Protest, date and time of the conclusion of Administrative Review, the person conducting the Administrative Review and the reason for denial
i) At the conclusion of the Administrative Review, the system shall promptly generate and mail a notice explaining the Disposition in sufficient detail so that the Protestant is able to understand why the Protest was denied or upheld. The notice shall also explain the procedures to be followed if the Protestant wishes to contest the Citation through an Administrative Hearing. The form and content of the notice shall be subject to approval by the PVB
j) A "comments" field for each VLN that will allow both the Citation and the Hearing Unit to enter notes about a particular VLN. There shall also be a separate "comments" field for each Citation
k) Daily, weekly and monthly reports provided to PVB including:
    1) Disposition sorted by person conducting Administrative Review
    2) Disposition sorted by violation type and total dollar value
    3) Number of Administrative Reviews conducted in any given time period
    4) Number of Administrative Reviews conducted by each reviewer per day and average time taken for each review
    5) Activity reports, including Administrative Reviews in process beyond selected number of days for custom date ranges.

The Contractor shall ensure the system's ability to support the Administrative Review procedure, including automated support and other support services for Administrative Review requirements described above.

45.0 Administrative Hearings

PVB's contract staff will continue to conduct Administrative Hearings. The Contractor shall provide a system that can capture and process information related to Administrative Hearings. The system shall enable the PVB to create a data record when a request for Administrative Hearing is received. The system shall verify Citation status, including the Disposition following Administrative Review, whether the Fine has been paid, and shall confirm that the hearing request is made within fifteen (15) days following the mailing of the notice of the results of Administrative Review. If all PVB-defined requirements are met, the system shall schedule the case for a hearing within fifteen (15) days of receipt of the request and in accordance with all policies and procedures set forth by the PVB. Proposals shall describe how the proposed system will provide the following functions:

a) Computer system services directly related to the processing needs of the PVB's Administrative Adjudication Program. These include but are not limited to assistance with software applications, hardware and communications.
b) Online, real-time Administrative Hearing scheduler. This function shall include a hearing date availability calendar to ensure consistent workload volumes in accordance with PVB specifications. All hearing scheduling shall be in compliance with hearing deadlines mandated by New Mexico law and City Ordinance.
c) A scheduling system component that allows PVB staff to enter a walk-in Customer's request to have an on-demand hearing, so that the Hearing officer can a) look to see who needs to be assisted, and b) delete the person's name from the system, once their name has been pulled for assistance. This component shall be able to generate reports reflecting the number of Protestants and wait times as well as generate a separate

report which lists all Hearing requests which did not meet the fifteen (15) days requirement stated in section 4.6.2 above.

d) A hearing-scheduling calendar that shall have the capability of being modified in an on- line real-time environment to accommodate workload fluctuations, administrative changes, holidays, vacations, changes in State Laws in addition to changes in PVB policies and procedures.

e) At the direction of the PVB, the system shall be able to modify available hearing dates and times and adjust the number of available hearing slots.

f) Direct access for Hearing Examiners to MVD vehicle registration within eTIMS, the Citations database and the hearing scheduling calendar. The system shall have the ability to paste the text of appropriate sections of the Vehicle Code into Disposition documents at the discretion of the Hearing Examiner. It shall also include a user-friendly data entry system within word processing software that automatically transfers data entered into Disposition form letters that are generated by the system in a batch environment and are sent out the following day. The system currently does not have spell-check capabilities, however the ability to insert custom text in outgoing correspondence is being developed, and all other basic word processing functions.

g) Capacity for data entry of variable information about a hearing, including, but not limited to:
    1) Protestant's name and address
    2) Decision
    3) Citation number
    4) Description of violation
    5) Date of the decision
    6) Written justification for decision and
    7) Protestant's right to a De Novo Hearing in the Superior Court, and a description of the procedure to obtain such a hearing.

h) Ability of the Hearing Examiner to generate a Notice of Decision to be mailed to the Protestant or Complainant by PVB within one (1) business day of a Hearing Examiner's decision. In addition, the system shall provide for the entry and editing of hearing information, transfer such information to the appropriate database and shall be capable of routinely generating management information reports requested by the PVB.

i) Disposition letters shall be available in electronic form for review, editing or reproduction.

j) Online real-time updating of Citation Disposition at the time of a Hearing Examiner's decision, the hearing type (in person, by mail or by telephone), the hearing date and any Fines or Fees due. The system shall also provide a complete audit trail of all information relating to each Protest and resulting Disposition.

k) On-demand reporting capability with user-defined parameters, including but not limited to, the number of Dispositions, violation type, rates of dismissals, and number of hearings held by any combination of data specified by PVB.

l) Weekly, monthly and on-demand reports to the PVB. Examples of the types of reports that shall be required include, but are not limited to:
    1) Disposition by Hearing Examiner
    2) Disposition by violation type
    3) Number of hearings conducted in any specified date range
    4) Reports detailing the average duration of hearings
    5) Reports detailing pending Protests sorted by Hearing Examiner

m) Reports shall be available in weekly and monthly summary reports or any other summary reports by date range specified by the PVB.

46.0 Impound and Boot Hearings

If the PVB receives a request for a Tow Hearing for a vehicle that is still impounded, PVB will conduct the hearing within forty-eight (48) hours (excluding weekends and holidays) in accordance with the requirements of New Mexico law and City Ordinance.

The Contractor's system shall provide for the entry of variable information regarding a Tow Hearing, such as the requestor's name and address, the Disposition and written justification. The system shall have the ability to allow the

Hearing Examiner to generate a Notice of Decision to be mailed to the Registered Owner or Complainant by the Hearing Examiner within one (1) day of a decision.

In addition, the system shall provide the ability to enter and edit hearing information, transfer such information to the appropriate database, and generate management information reports requested by the PVB.

In compliance with City Ordinance, the Contractor's system shall have the ability to provide an on-line, real-time scheduling function that integrates City Ordinance requirements with an availability calendar for Administrative Hearings. In addition, the system shall provide entry and noticing options for Hearing Examiners.

47.0 Electronic Archiving and Retrieval

The New Mexico statute of limitations on a parking Citation is four (4) years from the date of issuance. The Contractor's archiving process shall remove Citations that are closed from the active database but allow closed Citations that have not reached the five-year anniversary to be easily removed.

The Contractor shall ensure the system's ability to provide the following processing capabilities:

a) Any Citation that is four (4) years old, whether or not it is resolved, is to be removed from the current Citations database and electronically stored. The only exceptions are Citations that are the subject of civil litigation that began before the five-year anniversary. In these cases, the Citations cannot be archived until PVB notifies the Contractor that the litigation is resolved.
b) All archived historical data shall be maintained so that it may be retrieved for use in management reporting and auditing.
c) The system shall indicate whether VLNs in the current database have additional Citations that have been archived. This indicator shall be readily discernable to inform users that other Citations associated with a VLN exist.
d) Proposals shall be capable of restoring archived records to the database within two (2) days after receipt of a request from the PVB.

The Contractor shall provide technological alternatives for archiving paper records e.g. imaging that allows easy retrieval of records and the ability to use information over time. PVB is not interested in data retention that cannot be loaded back into the system or that limits the inquiry paths that can be used. Similarly, PVB is not interested in a system of archiving that would no longer be effective if the operational database or IT programs were modified.

Failure by the Contractor to restore archive records to PVB within two (2) business days after a request will result in a credit to PVB of $100.00 per 24-hour period of delay.

48.0 Document Storage and Retrieval

The City shall store all documents relating to operations for PVB for a minimum period of time at City's discretion. The Contractor shall ensure that documents will be electronically filed within the PCPS and maintained for a minimum of four (4) years on DVDs or other media approved by the City.

The Contractor's system shall have the ability to store documents (whether by Julian date, Citation number or some other unique characteristic), and ensure that documents are retained in usable condition at all times and not misfiled or misplaced. These documents include but are not limited to Citations, notices, correspondence, survey and investigation results, and other paperwork related to Administrative Reviews and hearings.

49.0 Copies of Parking Citations

The Contractor's system shall have the ability to image and store the original copies of manually issued Citations for a period of four (4) years from the issue date. The system shall reproduce electronically generated Citations in a user-friendly form upon request. The system shall be able to provide copies of Citations on demand.

50.0 Records Destruction

The Contractor shall have a plan for the destruction of records that is consistent with the City's requirements for records destruction and records retention.

51.0 Management Reports

PVB's current system generates a number of reports, including daily, weekly and monthly scheduled reports as well as on-demand reports. PVB does not intend to require that all reports be produced as hard-copy reports by the Contractor's system if the system generates an appropriate, printable list. PVB is interested in unique reports generated by the proposed system and not the duplication of current system reports.

OTHER PARKING MANAGEMENT INFORMATION APPLICATIONS

52.0 Residential Parking Permit System (RPPS)

City ordinance permits the creation of residential parking districts that permit parking to those residents that have obtained RPP permits for themselves and temporary permits for their guests. The Current Contractor's RPPS connects with the existing PCPS so that renewal notices include information regarding outstanding Citations and that PVB staff assisting Customers with RPP issues are notified by the system that Citations are outstanding on the vehicle for which the permit is being sought.

The current system provides a separate online function for input and maintenance of information on the issuance and cancellation of residential parking permits, including permit holder profile and application history, residential permit parking area street name and address inventory, permit history and Citations payments.

The Contractor shall provide integrated cashiering system software for the RPP Program that is able to access the residential permit parking database, Citations database and, if available, MVD. The PVB plans to implement a bar-coded RPP placard or windshield cling permit which shall withstand effects of exposure to the sun for extended periods of time with a minimum of sixteen (16) months without failure. The barcode will enable the PEO to determine the validity of the RPP permit. Contractor shall have the ability to manage RPPS utilizing bar-coded RPP permits.

The system shall have the ability to integrate the RPPS with the PCPS in real time. RPP permits shall be of several different colors determined by the PVB for each permit area or a combination of RPP areas. All permits will be provided by City or, at City's request, be provided by Contractor as a true cost reimbursable expense.

The system shall have the ability to perform the following functions:

a) Identify unpaid Citations of permit holders prior to issuance of permits.
b) Inquiry and retrieval of individual residential parking permit account information by all authorized PVB personnel, including:
    1) Individual residential parking permit account number
    2) Type of account (such as residential or business) and current status
    3) Address that qualifies the account for a permit
    4) Mailing address
    5) Control numbers of issued permits
    6) Expiration dates of issued permits
    7) Number of permits issued versus number of residents on program streets
    8) Listing of all posted streets by block and by area
c) Indicate eligibility for permits and renewal dates on the basis of type of account, allowing users to initiate access by:
    1) Account number
    2) VLN
    3) Unique permit control number and
    4) Name or address

d) Provide a full history file for each permit applicant.
e) Generate renewal notices to RPP Program participants within a time period to be specified by PVB prior to permit expiration date.
f) Controls that can be overridden by a supervisor that designates the number of permits per address.
g) Provide for the creation of new permit districts, as well as new permit accounts within a district.
h) User workstations that, if available, can query MVD for vehicle and VLN information.
i) User workstations that can query the business VLN file through PVB's Wide Area Network.
j) Lockbox system tracking for mail-in permits renewals.
k) Internet renewal for current permit holders with electronic applications for new applicants.
l) Download of permit files to handheld devices to allow issuing officer to verify that the RPP permit is valid.
m) The system shall generate reports describing the citation activity of the RPP. Reports describing Citation activity shall be identical to those defined for the PCPS and include.
    1) Daily RPP Area Activity Report: This report provides an analysis of daily activity by parking area and permit type
    2) Daily Citation Log: This report lists all persons issuing Citation Fines for a given date, listing name, VLN, cashiering system, transaction number, Citation number(s), Citation amount, payment type and amount of payment

53.0 Image Management System (IMS)

PVB intends to have an integrated Image Management System with the PCPS that will capture, store and retrieve all manually entered citation images. Such images shall be retrievable at remote sites by the workstation users utilizing the same workstation hardware as is used for PCPS entry, update and query functions. The IMS shall have the ability to retain up to five (5) years of manually entered records online, and provide retrieval of images within ten (10) seconds using PVB's WAN.

Contractor must have the ability to provide an IMS that interfaces with the PCPS. The data record and image record will be related to its system and users must be able to access the image from the PCPS. The system must have imaging system backup, purge and archiving capabilities.

54.0 Liquidated Damages for Image Management System

Failure to provide an Image Management System within ninety (90) days of the Contract Approval Date will result in a credit to PVB of $50.00 per 24-hour period of delay unless written approval from PVB for the delay is secured before the provision has passed its deadline date. This contract liquidated damages requirement is a stand-alone assessment and will not be assessed in combination with, or in addition to, Section 10 Contract Liquidated Damages, City will either assess Section 10 or this assessment.

Failure of the Image Management System to retain up to four (4) years of manually entered records online shall result in a credit to PVB of $250.00 per calendar day records are not available.

PVB WAN work stations and City Internet is set up properly with all proper permission and connectivity. After the first retrieval of the day to load the view and see the image, average retrieval time for images on Contractor's system shall not exceed ten (10) seconds.

Failure of the Image Management System to provide retrieval of images within ten (10) seconds using PVB's WAN, shall result in a credit to PVB of $250.00 per incident, excluding delays caused by City's network infrastructure and internet connectivity to Conduent's network.

55.0 Automated Telephone Landline Answering System (ATLAS)

The Contractor shall provide all hardware, software, equipment and technical support for an automated telephone answering system (ATLAS) that disseminates accurate, consistent and user-friendly information twenty-four (24) hours per day and seven (7) days per week. The ATLAS will answer calls in addition to providing an option to transfer calls to City service representatives.

The ATLAS shall be fully integrated with the PCPS and shall provide online, real time status of Citation and individual VLN records. Contractor is responsible for maintaining the connection between the ATLAS and the PCPS. The ATLAS shall be tailored to the specifics of PVB's parking policies and procedures and updated and enhanced as required by PVB. ATLAS messages are to be recorded in English and Spanish. Because of the diverse ethnic makeup of City of Santa Fe, a system that is capable of handling additional languages is desired. A TTY line or equivalent shall be available for inquiries from the hearing impaired.

City parking Citations contain phone numbers for the 505 area code, as well as a special number for the hearing impaired.

eTIMS® shall be able to mark the database of Citation information with an indicator on the Citation history record showing that a telephone call was received and the general nature of the call, including all requests for information and the appropriate action taken.

The CARRS call processing system shall also provide the option to speak with a live representative who can provide Citation history and current Citation status information Monday through Friday during hours defined by the City, except City holidays via access to eTIMS®.

All phone calls will be answered by City Staff.

Daily, Weekly and Monthly operational and management reports will be required to monitor the performance of the ATLAS. These reports shall include but are not limited to reports verifying that no calls are being dropped and reporting average length of each call by telephone operator.

56.0 Pay-By-Web System

The Contractor shall provide a PCI compliant pay-by-web service (PWS) that allows Customers to pay one or more parking Citations via the Internet using a credit card at any time of the term of the agreement. This service must be fully integrated with the parking Citation database, and PVB must be able to audit all transactions. The PWS shall accept credit card payments, then credit the Citation processing system and deposit funds collected into City's Bank account within 24 hours from the date of each PWS credit card transaction. . All pay-by-web transactions and the transfer of funds to the City's bank account must be confirmed within twenty-four (24) hours. Actual funds will be settled within three to five days by the credit card processor.

The Web page shall ensure that all transactions are secure using public key infrastructure and data encryption technology. The architecture of the web page shall ensure that personal data is protected from access using fire walls. Pay-By- Web System shall be fully PCI compliant.

The Contractor shall be required to provide all hardware and software required to make the interface with the CARRS and a credit card clearinghouse in order to obtain real time authorization and eliminate chargeback.

Detailed information pertaining to each transaction, including credit card number, registration, date and time of transaction, authorization status and amount of payment must be captured and retained. The system shall provide operational and management reports and appropriate audit trails to monitor the performance of the system.

All pay-by-web transactions and the transfer of funds to the City's bank account must be confirmed within twenty-four (24) hours. CARRS must be capable of automatically reconciling all pay-by-web transactions and transferred amounts at midnight or a City pre-approved virtual time within each 24-hour period when such transactions have occurred and resolve any discrepancies. Funds from all pay-by-web transactions must be distributed through the revenue distribution formulas required by the PVB and by State law.

CARRS must ensure security of Internet-based transactions by implementation of firewalls, public key information and data encryption. System must be compliant with any city standards established for e-commerce applications.

Any fees to be charged to the Customer shall be identified as a convenience fee and will be collected from the customer at the time of the transaction.

57.0 Pay-By-Phone System

The CARRS shall provide a PCI compliant interactive pay-by-phone service with the capability to allow payment of one or more parking citations telephonically using a credit card during the term of the Agreement. This service must be fully integrated with the ATLAS, and the PCPS and PVB must be able to audit all transactions.

The Contractor will be required to provide all hardware and software required to make the interface with the Proposer's system and a credit card clearinghouse in order to obtain real time authorization and eliminate chargebacks.

Detailed information pertaining to each transaction including credit card number, registration, date and time of transaction, authorization and amount of payment must be captured and retained. The system must provide operational and management reports and appropriate audit trails to monitor the performance of the system. The Pay-By-Phone System shall be fully PCI compliant.

All pay-by-phone transactions and the transfer of funds to the City's bank account must be confirmed within twenty-four (24) hours. Actual funds will be settled within three to five days by the credit card processor.

Pay by phone users will be charged a $1.50 credit card convenience fee at the time an individual is making a payment. The fee will be added to the final transaction after the outstanding fines and fees have been calculated.

Contractor will work with the City's bank to identify the deposit reporting cut-off times for credit card processing. Funds from all pay-by-phone transactions will be distributed through the revenue distribution formulas required by the PVB and the State of New Mexico.

CARRS must be capable of automatically reconciling all pay-by-phone transactions and transferred amounts, and resolve any discrepancies. Funds from all pay-by-phone transactions must be distributed through the revenue distribution formulas required by PVB and State.

Any fees to be charged to the Customer through the pay-by-phone system shall be identified in the proposal.

58.0 Parking Information Website (PIW) Maintenance

The Contractor shall be responsible for maintaining and enhancing PVB's existing Parking Information Website (PIW), which provides parking-related information to the public. The PIW shall provide Customers with the ability to pay Citations through the PIW. Upon PVB request, the Contractor shall create an interface between the PIW and the CARRS to provide information on outstanding Fines and Fees for a particular Citation, or Fines and Fees owed by a particular individual including photographs of the violation on file. The Contractor shall be responsible for all PIW changes requested by the PVB. No modifications to the PIW shall be made without written approval or request from PVB. Contractor shall maintain PIW in compliance with any established City standards for web sites. The Contractor shall update the PIW within one (1) business day of receipt of a change request from PVB.

Contractor acknowledges that vendor will be responsible for all PIW changes requested by the PVB and will discuss with City. Both parties will discuss changes as quickly as possible, develop mutually agreeable time frame and, if applicable, a scope of work and pricing proposal for requests that include new functionality and are over-and-above simple text or design changes.

Contractor will adhere to the following penalty with one provision, that both parties will discuss Contractor's current change request process prior to committing to a deadline that may not align with Contractor's current processes.

Failure to maintain the PIW as required by the Contract shall result in a credit to PVB of $50.00 per calendar day in which the PIW is not fully functional, accessible to the public or for each calendar day of delay in implementing any PVB requested changes to the PIW excluding delays caused by City's network infrastructure and internet connectivity or other third party actions or inactions that prevent access.

59.0 Mobile License Plate Recognition (MLPR)

The City has plans to introduce Mobile License Plate Recognition (MLPR) system. The MLPR shall consist of the equipment and services that enable Enforcement staff to remotely scan vehicle license plate information from the PCPS vehicle list in order to identify licenses with three (3) or more delinquent citations (Scofflaws), who may be subject to booting and towing. Contractor may price, deliver, install and maintain MLPR on behalf of the City as an optional service.

60.0 Performance Requirements for PCPS and Contract Liquidated Damages

The City shall monitor the Contract through designated liaison staff from PVB, through audits by the Fiscal Accounting Unit and/or City Auditor. The Contractor's designated Project Manager shall report to the PVB Project Director on service level requirements daily, weekly and monthly at the discretion of the PVB.

Certain levels of operation shall be met by the Proposer to ensure satisfactory service to PVB and the public. It is the responsibility of the Proposer to provide PVB with appropriate management information reports that will enable PVB to monitor all of the service levels. The Proposer shall maintain records sufficient for PVB to audit and substantiate compliance with all monitoring requirements.

Each service level has a corresponding credit to PVB for non-compliance. All credits will be deducted from any amount payable pursuant to the Proposer's monthly statement for the month in which the service level was not fulfilled.

Additional credits for non-compliance detailed in this section are intended to encourage the Proposer to perform all services at the required levels. The assessment of additional credits, however, does not affect PVB's option to terminate this contract for failure to comply with service levels.

The credits that are set forth reflect PVB's estimate of costs and lost revenue attributable to non-compliance in each instance. By submitting a proposal, each Proposer agrees that PVB's estimates are fair and reasonable and are valid in light of the fact that exact damages are difficult if not impossible to quantify.

The Contractor shall maintain sufficient staff and equipment to process all manually written Citations issued in PVB within the requirements set forth by the Scope of Services.

The City shall monitor the Contract through designated liaison staff from PVB, through audits by the Fiscal Accounting Unit and/or City Auditor. The Contractor's designated Project Manager shall report to the PVB Project Director on service level requirements daily, weekly and monthly at the discretion of the PVB.

Certain levels of operation shall be met by the Contractor to ensure satisfactory service to PVB and the public. It is the responsibility of the Contractor to provide PVB with appropriate management information reports that will enable PVB to monitor all of the service levels. The Contractor shall maintain records sufficient for PVB to audit and substantiate compliance with all monitoring requirements.

Each service level has a corresponding credit to PVB for non-compliance. All undisputed credits will be deducted from any amount payable pursuant to the Contractor's monthly statement for the month in which the service level was not fulfilled. Contractor acknowledges this requirement and any specific modifications to these service levels is addressed in the section of the SOW where they are discussed.

Additional credits for non-compliance detailed in this section are intended to encourage the Contractor to perform all services at the required levels. The assessment of additional credits, however, does not affect PVB's option to terminate this contract for failure to comply with service levels.

The credits that are set forth reflect PVB's estimate of costs and lost revenue attributable to non-compliance in each instance. Any changes of the credits or the methodology of measurement are discussed in the applicable sections. By submitting a proposal, each Contractor agrees that PVB's estimates are fair and reasonable and are valid in light of the fact that exact damages are difficult if not impossible to quantify.

61.0 Electronic Citations Processing

Electronic Citations shall be uploaded into the system within one (1) working day of issuance. The system shall maintain a date and time of entry for all Citations.

Failure to upload Electronic Citation data into the system as specified above shall result in a credit to PVB of $50.00 per day of delayed entry.

62.0 Data Accuracy

The Contractor is required to maintain a 98% level of accuracy for each day's data entry for both new Citations and payments. Data entry errors commonly result in payment errors or unmatched or improperly matched Registered Owners with VLNs, causing a loss of revenue to PVB.

The Contractor shall ensure prompt identification and correction of data entry errors.

A credit of $250.00 per day for each business day will be deducted from the Proposer's monthly charges for failure to meet these data accuracy errors criteria. Contractor is not responsible for data entry accuracy for data entered by the City Staff or 3rd Party vendors contracted by the City.

63.0 Accountability

The Contractor shall be responsible and accountable for all Citations that are misplaced or lost due to System errors or failures.

In the event that the System cannot provide a Citation or copy of a Citation to a Customer within the statutory time limits or for an Administrative Hearing, the Contractor shall be responsible to pay in full the amount of the Citation Fine to PVB, as long as the imaged handwritten citation has been forwarded to Conduent for data entry (i.e. citation is not in transit).

64.0 Annual PCPS Audits

The PCPS shall have the capability of providing City Data for facilitating audits conducted by PVB and City of Santa Fe and/or its agents.

65.0 Audited Report of Processing Authority

New Mexico Statutes Annotated (NMSA) requires that a processing system prepare a report at the end of each fiscal year setting forth the number of cases processed and all moneys received and distributed, together with any other information that may be specified by the issuing agency. The report is a public record and shall be delivered to PVB and the City Auditor.

Contractor shall ensure the system's ability to prepare this annual report.

66.0 Financial Reconciliation

System shall be capable of balancing all moneys deposited by PVB to revenue reports based on the Citations paid and Fees collected as reflected on the proposed system. Any discrepancies between processing logs/worksheets and database tools shall be immediately researched and resolved by the Financial Reconciliation tool of the proposed system. A record of any such problems shall be noted on the reconciliation worksheet. The Financial Reconciliation Report format shall be pre-approved by the City's Finance Director.

A report on revenue distribution will be required that is balanced to the manual totals each day from all cashiering activities and mail-in payments. All categories of payment are to be balanced, such as the bad check Fees, boot Fees, preferential parking revenues and Citation payment revenues. In addition, all payment types shall be balanced, i.e. checks, money orders, etc.

PVB will be required to perform and monitor all financial corrections and adjustment transactions applied to the PCPS. These corrections include bad check processing and the application of funds from one Citation to another. Full documentation shall be created and filed to provide complete financial control over all exception processing.

The system shall have the ability to provide the following financial reconciliation functions:

a) Reconcile all transactions updated to the database. A report will be required which balances the number of transactions in a given day, Citations updated, payments, residential parking permits issued, fleet vehicles updated and deleted, corrections, Administrative Hearings and Dispositions, updated name and address information, suspends, returned mail and MVD non-renewal processing.
b) Balance and reconcile new Citations added to the database through each stage of processing, from initial receipt, batching for data entry and copying to actual data entry and update to the Proposer's system. Processing of Citations issued by handheld units will require downloaded data from each PEO's reporting station.
c) Produce transaction reports that shall be used to reconcile the correspondence processed by each PVB staff, especially any Citation suspensions.

67.0 Special Collections System (SCS)

The fourth component of the CARRS consists of vendor procurement of applicable software, hardware, training and technical support for a Special Collections System that provides the functionality, features and services described below. The primary functions of the SCS are:

a) Out-of-State Collections
b) Miscellaneous Collections
c) Noticing/Processing Correspondence/Mailing functions

68.0 Special Collections Technical Requirements

Contractor must ensure that the Out-Of-State and Miscellaneous Collections Program will interface with the PCPS. The Contractor shall work with the PVB to develop an interface between the systems that will enable disposed or non-collectible records to be identified on the PCPS system, and passed from the PCPS to the Collections Program. Contractor shall also describe how resolved collections account information will be submitted back into the PCPS, so that the PVB is notified as accounts are resolved.

The Contractor will be responsible for all software, hardware, installation and support required for this interface. The Contractor will ensure that only authorized personnel will have access to the PCPS. The system must provide on-line updating of the PCPS for all completed transactions.

69.0 Out-Of-State Collections

In order to manage the Out-of-State Collections Program, the Contractor must be capable of acquiring information from other state vehicle registries and to make determinations regarding the probability of successful pursuit of payment.

The Contractor should demonstrate in-depth knowledge of state-specific data formats and registration-update schedules.

Contractor shall have procedures for validating critical data fields (e.g., vehicle make, registration renewal dates, and state abbreviations) through an interpretation and comparison of data from the Citation and data received from the vehicle registry.

Contractor shall ensure the system's ability to:

a) Pursue collections on vehicles not registered in the State of New Mexico on which a parking Citation has been issued in the City of Santa Fe.

b) Ensure the timely acquisition of out-of-state vehicle registration data.
c) Provide comprehensive quality assurance to guarantee proper vehicle ownership identification and data integrity.

The Out-of-State Collection System must have the ability to:

a) Check record counts, edit rejects, match rates, and match failures with each request and return cycle for each state.
b) Recognize and accurately separate out-of-state registration records based on changes in ownership.
c) Maintain current and complete interface specifications.
d) Obtain the Registered Owner's name and address from the appropriate state vehicle registry.
e) Issue a Notice of Delinquent Parking Violation to the Registered Owner.
f) Issue reports to PVB to document, monitor, and control the processing of Citations issued to vehicles registered out-of-state.

70.0 Miscellaneous Collections Program

Most Citations are resolved during normal processing by payment of the Fine and Fees, by permanent suspension as a result of an Administrative Review, or by adjudication.

However, some Citations remain unpaid after normal processing and collections efforts are completed. These open accounts result from such things as anomalies in the New Mexico MVD registration system, failure of a new owner to re-register a vehicle, inaccurate mailing address provided to the MVD, and other similar situations. PVB has the option of assigning specific categories of open Citations for special collections efforts.

The following criteria are currently being used to categorize Special Collection Citations:

a) Delinquent Citations: Any unpaid Citation that has had a second penalty applied to the citation, has not be placed as a MVD Hold and does not fall into any of the categories below.
b) MVD Hold Rejects/Returned Transfers: Any unpaid Citation for which the request for MVD hold was rejected or for which the MVD hold was released after transfer of ownership information had been obtained from MVD. Note – not currently available with New Mexico MVD.
c) Aged MVD Hold: Any Citation that is on MVD hold and still unpaid sixty (60) days after the expiration date of the previous year's registration. Note – not currently available with New Mexico MVD.
d) Out-Of-State Unpaid: Any Citation on an out-of-state plate that remains unpaid forty- five (45) days after a Notice of Delinquent Parking Violation is mailed.
e) Returned Mail: Any unpaid Citation for which a notice has been returned by the Post Office as undeliverable.
f) Registered Owner information: Any unpaid Citations associated with a plate for which no Registered Owner information has been returned from the MVD after at least two (2) requests have been made within two-months.
g) Declaration of Non-Ownership: Any unpaid Citation issued to a vehicle for which a declaration of non-ownership has been received and forty-five (45) days or more has elapsed since the mailing of a letter requesting payment from the person identified as the new owner.
h) Leased/Rented Vehicles: Any unpaid Citations issued to leased or rented vehicles forty-five (45) days after a letter requesting payment has been mailed to the person who leased or rented the vehicle.

PVB reserves the right to amend the criteria used to determine which Citations shall be assigned to Special Collections.

The Contractor shall ensure the system's ability to effectively manage the Miscellaneous Collections component of Special Collections in each of the following areas:

a) Automatically review the PCPS database on a monthly basis and assign all Citations that meet the designated criteria as Special Collections
b) Provide NDPV forms

c) Determine and track the proper noticing for each designated Miscellaneous Collections criteria
d) Print and mail all of the notices required to support the Miscellaneous Collections Program.

The Contractor shall utilize industry standard efforts as authorized by the City to pursue and resolve these hard-to-collect Citations. All forms of notices sent and collection procedures followed by Contractor in the Special Collections process shall be subject to prior approval of the PVB. All revenues collected through Special Collections' efforts shall be deposited in the City's designated bank account within forty-eight (48) hours from the collection date. All Collection fees shall be added to the outstanding and unpaid citations' Fine amount and collected from the registered owner of the vehicle. The City will not be responsible to pay the Contractor any Collection fees.

71.0 Telephone Inquiries

In order to facilitate Special Collections, the Contractor shall provide a toll-free 800 number for use by the public that the Contractor will answer for at least eight (8) hours-per-day during normal work hours.

72.0 Purge of Records

The Contractor and PVB will mutually agree upon a purge plan of those accounts that are not collectable. The Contractor will submit to PVB an electronic and paper report of purged accounts at a mutually agreed upon time.

The Contractor's system shall be able to purge selected records.

73.0 Types of Accounts Assigned to Special Collections

PVB will assign accounts to Special Collections immediately following the assignment of the second penalty to the citation. These accounts which fall into the categories enumerated in this Section 5.3 will be transferred to Special Collections by PVB.

74.0 Special Collection Payments

All adjustments will be documented. Contractor is responsible for depositing payments made by check or money order to City's account within twenty-four (24) hours or no later than the next business day.

The Special Collection Fee shall be a fixed fee which will be added to the outstanding fine amount and collected from the registered owner. The City will not pay any collections' costs incurred by the Contractor under any circumstances.

75.0 Reports

The system shall be capable of providing the following reports:

a) Weekly: Citation payments submitted detailing Citation number and dollar amount.
b) Monthly:
    1) Number of new accounts received;
    2) Number of paid accounts by type of payment;
    3) Number of payment reversals – subtotals by reason;
    4) Number of NDPV sent during the month;
    5) Number of letters sent by type;
    6) Number of phone calls received;
    7) Summary of account statuses; and
    8) Invoice for amount owed by PVB to Proposer.

Failure to produce reports as outlined above will result in a credit to PVB of $100.00 per occurrence per working day not received, unless prior written approval for delay is granted by PVB. This contract liquidated damages requirement is a stand-alone assessment and will not be assessed in combination with, or in addition to, Section 10 Contract Liquidated Damages, City will either assess Section 10 or this assessment.

76.0 Exclusions

Regardless of the collection efforts of the Contractor, PVB shall not pay a fee in the following cases:

- When Citations are collected as a result of collection efforts through MVD Liens, i.e., those Citations paid at the MVD in conjunction with annual registration renewal;
- When Citations are dismissed by PVB, the City or the Municipal Court; and
- When no collection activity has occurred within the twelve (12) months preceding payment of Citations for which notices have been returned by the Post Office as undeliverable.

77.0 SYSTEM ENHANCEMENTS INCLUDED IN THE PROPOSAL

In addition to the required components of the CARRS, the PVB has identified the following desired enhancements as listed below: Contractor shall ensure that the PCPS provides the functions or interface with other systems described in the following subsections.

78.0 RPP and Auto-Chalking System

The Enforcement Unit plans to implement an electronic version of the current RPP permit (bumper decal) that the Customer can attach to the inside of the windshield. The goal is to enable the PEO to determine the validity of the Customer's permit utilizing the ECIRS handheld device by either reading a barcode or via RFID. Proposals shall describe the system's ability to supply this electronic residential parking permit, and explain how this electronic permit will work with the ECIRS system.

The Enforcement Unit plans to implement an electronic version of the current manual chalking system, which assists the PEOs in determining when a vehicle has exceeded the allotted time at a meter or timed parking zone. Proposals shall recommend and describe such a system, and explain how it will interface with the ECIRS and PCPS system.

79.0 Program Consulting

The Contractor shall provide management consulting services above and beyond the services described in Section 2.132. The Contractor may use in-house resources or a subcontracting arrangement with a specialist in parking management services. The Contractor shall identify a full-time contract manager for the entire term of this contract. The service offered must be expressed in staff time dedicated to consulting and the cost for this service must be included in the Cost Proposal.

The anticipated management consulting services offered under this Agreement shall include but are not limited to:

a) As needed EPM support with emphasis on effective enforcement, including developing appropriate productivity benchmarks. This should include regular meetings with PVB's Contract Administrator, Parking Director, Enforcement Supervisors and other key staff within the PVB.
b) As needed, analytical support for developing enforcement strategies based on the best practices employed worldwide, meter planning and inventory control, and meter maintenance and repair operations. The consulting staff will conduct, or at the request of PVB, provide the technical support needed for the PVB to conduct field surveys, and provide reports on parking space occupancy, vehicle turnover and violation capture rates, etc.
c) Upon request, extracting information from the Parking Citation database to support parking management initiatives.
d) Assistance in preparing management reports and statistical analysis, including the development of new management reports and revisions to existing reports.
e) Provide on-going training for EPM staff in parking management related topics.
f) Upon request, an analysis of new technology and its applications to parking operations. Such analysis should include, but not be limited to: cost benefits of new technology, example organizations that have already implemented the new technology and appropriateness of new technology to PVB's processes and operations.

80.0 Electronic Boot Removal System

The City is planning on providing an electronic self-release booting system. This system will be utilized to boot vehicles which are identified as scofflaw violators.

The system will provide MLPR camera units to be mounted on one vehicle to assist scofflaw enforcement officers to easily identify parked vehicles which qualify as scofflaw violators. The CARRS system shall be capable of interfacing with the booting system in real time.

81.0 Noticing and Correspondence

PVB requires a range of support services related to the generation and distribution of Citation notices. The system shall have the ability to provide the following Citation notice functions:

a) Print and mail or utilize e-mail noticing of all notices required to support the CARRS.
b) Implementation of system controls to provide accurate and timely notices that incorporate industry- specific design and mailing techniques.

All form letters, forms and noticing procedures used by the Contractor must be approved in writing by the PVB. The Contractor may recommend generating additional notices. However, prior to adopting any changes to notice templates or notice generation procedures, Contractor shall explain the benefits and costs of the change to or deviation from standard noticing forms and procedures and obtain prior PVB approval.

82.0 Notice Selection

The system shall provide the flexibility to accommodate time- based as well as criteria-based selection variables to generate specific types of notices. Examples of such criteria are: Citation age, suspend status, partial payment, and returned mail status.

83.0 Notice and Correspondence Printing and Mailing

The Contractor shall be responsible for generating, printing of all notices and correspondence specified herein, and shall be responsible for the quality of each notice run. At a minimum, the Contractor's system shall check for alignment, print quality, correct form, correct run date and shall ensure that all required information is printed.

The Contractor shall comply with all U.S. Postal Service regulations regarding the pre-sorting and bar coding of mail and with the requirements and specifications for first class permit mail as set forth in the U.S. Postal Service's "Domestic Mail Manual."

The Contractor shall take measures to ensure compliance with the requirements and specifications for first class permit mail as set forth in the U.S. Postal Service's "Domestic Mail Manual."

The City reserves the right to cancel the contractor's obligation to perform the functions described in this paragraph 83.0 of the contract upon written notice.

84.0 Postage Costs

The City shall be responsible for all postage costs, including the cost of placing holds on vehicle registration renewals at the New Mexico MVD and in states outside New Mexico, the costs of mailing of notices of delinquency, Administrative Adjudication Program notices, tow notices and any other correspondence and notices as directed by the City.

85.0 Notice Research and Reporting

The PCPS must be able to research specific notice runs, individual notice record information and the response rate or payment return rate. The system shall have the ability to support an on-line, real- time review of all notice activity by type of notice.

Daily and weekly management reports must be provided that tracks all notices and their responses.

Summary data for each notice run and detailed information for each notice within the preceding twelve (12) months shall be provided within one (1) working day of PVB's request.

Failure to provide summary data for notice runs and detailed information for each notice within the preceding twelve (12) months within one (1) working day of PVB's request will result in a credit to PVB of $50.00 per calendar day of delay, unless prior written approval for delay is granted by PVB.

Failure to provide any noticing management report within the deadlines established by the Contract shall result in a credit to the PVB of $50.00 per calendar day of delay unless prior written approval for delay is granted by PVB.

86.0 Notice of Delinquent Parking Violation

A Notice of Delinquent Parking Violation must include at least the following information:

a) The procedure for challenging a parking Citation by mail;
b) The address to which a payment should be mailed;
c) Instructions on credit card payment options via telephone or internet;
d) The date that a late penalty will be added and the amount that will be due on that date;
e) The fact that the Registered Owner assumes all responsibility for making sure that the payment is received before the due date;
f) The toll free number and hours to call for inquiries; and
g) Any other information required by law.

87.0 Correspondence

Contractor shall ensure the system's procedures for accountability of correspondence processed by PVB staff. The system shall provide the PVB the ability to generate daily, weekly and monthly reports of all correspondence processed by the PVB staff. The reports shall provide details of all correspondence placed on hold by each City employee, length of time on hold, final disposition, total number of items placed on hold and total dollar value of the items placed on hold.

88.0 Additional Equipment Needs

PVB may request Contractor to procure additional hardware, software or equipment related to the services to be performed pursuant to the Agreement. PVB may request the Contractor to provide estimates and schedules for the purchase or lease of equipment. If PVB chooses to purchase or lease the hardware, software or equipment through the Contractor, PVB will reimburse the Contractor based upon approval of the proposed costs by the Parking Director.

89.0 Ideas for Improvements

Contractor shall present any and all ideas for enhanced revenue generation and collections, improved enforcement, greater efficiencies through Lean Process or other efficiencies and improvements that the Proposer's system currently provides or that the Contractor could develop within six (6) months from the start of the Contract. This discussion should include the perceived benefits to the PVB of the proposed improvements. If any improvement is not currently supported by Contractor's system, this section shall include resources, if any, required for the project and a schedule for implementation.

90.0 System Availability

System availability is defined as the time during the principal hours of operation when the Parking Citation Processing System, including all subsystems, is available to PVB for the intended use. System availability shall be maintained at 98%, Monday through Friday from 8:00 a.m. to 6:00 p.m. MT. The Contractor shall submit objective methods of measurement to enable PVB to monitor the availability level. It is the Contractor's responsibility to measure and report the availability level to PVB on a monthly basis.

The system availability requirement shall not be in effect during the period of time that the Contractor is experiencing a catastrophic failure. A catastrophic failure includes Acts of God, as well as natural (such as earthquake, fire or flood) and un-natural catastrophes that are not caused by the negligence of the Proposals.

In the event that an availability level of 98% is not achieved for any individual calendar month, a credit shall be made to PVB based on the percentage of difference between the criteria and the actual percentage of availability times the Contractor's Monthly Management Fee basis for the month. Contractor shall submit an objective method of measurement prior to implementation to monitor the 98% system availability clause as defined in Item 90.0 – System Availability". During implementation City and Contractor will mutually agree on a SLA calculation formula.

91.0 Error Correction

Error corrections are defined as software anomalies having a negative impact on the operation or use of the system. The Contractor shall correct, at no cost to PVB, all system malfunctions and errors. The Contractor shall repair or correct any such malfunctions and errors that impact the collection of revenues by PVB within one (1) business day of receipt of notice from the PVB. Any system errors that effect collections of revenues will be categorized as a Severity 1 issue and dealt with immediately. Both parties understand and agree that loss of revenue is difficult to determine. Both parties will agree to a measurable and appropriate penalty.

If the Contractor cannot correct such errors within one (1) business day of receipt of notice from PVB, the Contractor will be held liable to credit the City's invoice for the following month in the amount of two hundred fifty dollars ($250.00) per calendar day of delay.

92.0 System Discontinuance and Backup

The Contractor shall agree to establish a redundant data network and internet connections to provide a high availability system.

93.0 Performance

PVB will require assurance from the Contractor regarding the operational performance of the PCPS.

Contractor shall define the number of transactions that the system will be able to process per hour by type of transaction. This is known as "throughput". Contractor shall state assumptions regarding peak-hour processing and weekly and expected monthly average volumes. Contractor may segregate throughput parameters according to transaction types.

The system shall measure and report workstation response time to PVB on a monthly basis.

Contractor shall provide a workstation response time according to the table below for all data entry, updates, deletions and indexed queries, between 8:00 a.m. and 6:00 p.m. Monday through Friday MST and within the confines of factors within our control. Response times may be affected by City's internet connections and or City owned hardware.

Table 2.0 represents expectations of "typical" Application Response Times and Percentage of Time Accomplished.

Table 2.0 Query Response Times for Various Tasks and Percentage of Time Accomplished in eTIMS®

Task	Estimated Response Time in Seconds	Estimated transactions per hour	% of Time Accomplished
Single Citation Inquiry	2 to 3 seconds	1200	98
Adding Staff Notes	3 to 5 seconds	720	98
Posting Citation Payments	3 to 5 seconds (depends on the number of citations being paid in one transaction).	720	98

Task	Estimated Response Time in Seconds	Estimated transactions per hour	% of Time Accomplished
Multiple Citation Inquiry (rental car by plate)	3 to 5 seconds (depends on number of citations attached to plate)	720	98
Standard Report – e.g. annual volume of citations by violation code for 3 years	15 to 25 seconds	144	98
Display related citations by Registered Owner (RO)	2 to 3 seconds	1200	98

As per the RFP requirement, Contractor will evaluate response times during implementation and testing phase. Contractor and City will work together to confirm whether the Service Level Agreements (SLAs) and the appropriate liquidated damages as defined below for failure to meet service level standards is appropriate.

If the Contractor fails to meet the defined response time requirement for more than 2 hours in any one-week calendar period, PVB shall be entitled to a credit against the Contractor's monthly system charges as follows:

- Greater than (>) three minutes but less than (<) 20 minutes = $25 hour
- 20 minutes but < 60 minutes = $ 50 per hour;
- > 60 minutes = $ 150 per hour

System response time SLAs will exclude delays caused by City's network infrastructure and internet connectivity to Conduent's network. Or delays accountable to any Agency DMV during look up.

94.0 PCPS Computer System Environment

PVB expects that the system will operate on a web-based platform with the appropriate redundancy processes to support maximum availability and reliability of systems. The City desires to acquire information systems that reflect an "open system" standard. The City intends to implement systems that will enable PVB to integrate multi-department, multi-vendor environments and minimize proprietary interface requirements. Open systems also enhance the portability and maintainability of installed application systems.

95.0 Network Requirements

Contractor shall provide recommendations to PVB for any equipment or software upgrades, including networking architecture, which are necessary or advised for effective use of the system. PVB shall approve the plan or otherwise reasonably modify it as necessary within one week of receipt. Contractor shall provide hardware recommendations for the minimum network traffic requirement based on implementation of the system in similar cities and the indicated volumes and user count at PVB.

96.0 Application Design

Contractor shall provide the application software design in terms of the processing of data by the users. Furthermore, Contractor shall provide the use of menus and portals, consistency of operations, GUI widgets used, use of code tables & accessibility of them to the users and special features of the system.

97.0 Data Entry Features

Contractor shall provide the general method for processing of data, including screen presentation and GUI widgets used, editing functions and features and method of acknowledging that a data record has been sent successfully.

98.0 Data Searches

Contractor shall provide the methods for retrieving information from the system for high usage searches and on-demand or uncommon searches. Additionally, Contractor shall ensure that the system will enable the workstation used to direct reports or notice letters to a local printer.

99.0 Suspended or Modified Data Records

The eTIMS® system is a robust system of record and as such does not allow for "deletion" of records. This ensures a proper audit trail. A record can be permanently suspended or modified. All actions taken on a citation are recorded with the user id, time and date. The user id, time and date are attached to the citation and cannot be modified or delete. It creates a chronological history within the ticket record. A contractor quality assurance person verifies all permanently suspended tickets. This ensures a check and balance system.

The customizable archive process will identify those citation records that are no longer needed and removes them from the real-time system and stores them on long term media for reference. If needed, the archived data can be accessed for review by City staff. This archiving process keeps the total size of the data base at a reasonable size, while providing the most complete history of a vehicles record.

100.0 Security Authorization

Contractor shall describe the controls of the system that regulate access to specific functions of the system, such as MVD inquiries or deletion of records. If third party tools are used, Contractor shall state whether security authorization can be extended.

101.0 PCPS Support

Contractor shall thoroughly describe the system environment that will be employed to identify and respond to requests for remedial maintenance, reports of system anomalies and reports of user problems and system questions, including tools available to the Contractor's staff, and software to be used. The Contractor's system shall be supported by a staff of experienced, well-trained technicians.

At a minimum, the system must:

- Monitor system for outages,
- Monitor and evaluate performance,
- Distribute daily problem status reports,
- Track to resolution all reported incidents and
- Track and report on system availability.

Problem resolution procedures shall include a comprehensive review process. Management reports highlighting any special problem areas or trends shall be available to PVB. At a minimum, the reports shall include, but are not limited to:

- Problem status by site,
- Responses time statistics,
- Monthly availability statistics and
- Statistics on the time required to make repairs.

The Contractor shall provide a complete system, including all data processing hardware and software, sufficient to support all of PVB's Citation processing and collections operations.

102.0 Application Software Support

PVB requires a flexible system, since experience has shown that the system will need to be continually enhanced and improved. Ongoing technical support that provides analysis, suggested improvement, problem resolution and operations monitoring is essential. On-demand reports, special data requirements, new changes to the application and new sub-system development shall be required during the life of the contract. Proposals shall describe the staff and life cycle methodology that is proposed to support the application software.

103.0 Production Control

Contractor shall ensure that the system and the experience of the key staff members allow for full accountability for every transaction processed. This responsibility includes ensuring:

a) That processing is scheduled in the correct sequence
b) That any batch processing is completed successfully and in the correct order
c) That transactions and associated penalties processed for the transactions are reconciled and accurately reflected on the Proposal's system
d) That all production management reports on system transactions are accurate and
e) That all data are prepared according to PVB specifications

104.0 Storage Capacity

The Contractor shall ensure the storage capacity of the system is sufficient to manage current and archived PVB Citation records. The Contractor is required to determine its own system-storage requirements.

105.0 Disaster Recovery Backup

The Contractor is responsible for ensuring that all systems, files and data are reliably backed up and when appropriate, archived in case of disaster. Contractor shall ensure that alternative sources and capabilities for equipment, communications and other facilities that could be provided in the case of disaster. In the event that a natural disaster does disrupt the system, the Contractor shall have a detailed City-approved recovery plan in place. The plan shall be tested and ready to be implemented at all key facilities so that services are restored quickly and in accordance with City performance standards.

The Contractor shall have a disaster recovery and backup plan that at a minimum shall address the following:

a) Procedures for back up of all software and computer programs, files and computerized procedures
b) Off-site duplication of all software and computer programs and computerized procedures
c) Repair procedures for all hardware, communications and other equipment to minimize the time required for restoration of service
d) Alternate processing arrangements in the event of severe damage to facilities
e) Proposed periodic and comprehensive testing of emergency procedures and
f) A description of archival and backup storage

106.0 Audits

The Contractor shall fully cooperate with regular audits by City staff. Contractors shall conduct internal audits to review control policies and procedures, both physical and non-physical security, and sample testing to ensure security.

107.0 Security

The Contractor shall provide complete security for the protection of both physical items and data. Security includes the protection of physical items such as files, communication networks, cash, checks, and Citations. Security shall also include guarding non-physical items, such as the confidentiality of data.

108.0 Non-Physical Security

The Contractor's system shall provide non-physical security features and capabilities. Non-physical security issues include, but are not limited to:

a) Restricted access to the system by time of day and particular workstation
b) Restricted access based upon proper authorization
c) Unique user access identification that shall be changed at periodic intervals
d) Backup records of virtually every update transaction
e) Transaction histories with date, time and identification of every transaction
f) Strict control and reconciliation procedures for every system update
g) Control of dial-up access to the system and
h) Virus detection and control

No.	Requirement	Compliance
a	Restricted access to the system by time of day and particular workstation	eTIMS® does not support restricting login by time of day at this time. Restricting access by time of day can become an administrative issue; if a user needs to work overtime, the request to modify time-of-day restrictions would need to be submitted in advance for the change to be implemented, and another change would be required when the user goes back to normal working hours. The Windows operating system does support this restriction, which can provide the time-of-day flexibiliy the City may require to restrict access to eTIMS®.
b	Restricted access based upon proper authorization	Xerox maintains access to our eTIMS® application and subsystems with an emphasis on strict controls for access to individual subsystems and individual rights within each subsystem. Our two-tiered security architecture, TOP SECRET and table maintenance, limits users to only those rights that are defined in both tiers. Two separate Xerox staff members manage the two tiers to prevent the creation of fraudalent user accounts.
c	Unique user access identification that shall be changed at periodic intervals	eTIMS® supports this requirement. Users are required to change their passwords every 60 days. Users must choose a new password; they are not allowed to re-use any password that was used in the last 12 months.
d	Backup records of virtually every update transaction	In our solution, ATOS (Xerox's ITO solution) takes dual interactive backups of the eTIMS® database while the system is online to eliminate service disruptions. This procedure captures changes which are occurring to these active databases so that recovery includes complete database images. Daily incremental backups are taken of every non-database dataset, which has been revised since the last backup (including but not limited to operating software, source code, procedure, copy, and transaction libraries). These incremental backups are taken using DMS/OS for all non-database files. The CA ENDEAVOR library maintenance package and other software tools are used in a similar manner to backup other specialized datasets. All incremental backups are also duplexed with one copy shipped to a secure off-site vault at Iron Mountain within 24 hours of generation. Full volume backups are performed every weekend. These backups are duplexed, with one backup copy delivered to ATOS's secure off-site vault at Iron Mountain within 24 hours and the other remaining in secure storage at the Data Center. "Online" backups are taken of all databases on a daily basis using standard database backup utilities, while the databases are active, thus not impacting availability. These backups are duplexed with one copy and its associated protection logs (PLOGS) that contain database changes transported off-site to a secured vault facility. Dual copies of database images are generated with one retained on-site and the other transported off-site to a secured vault facility for safekeeping. On-site tapes have retention periods of 15 days; the off-site set will have a retention period of 30 days and are cycled to maintain current copies at the vault.
e	Transaction histories with date, time and identification of every transaction	Audit trails are created for all online and batch updates. These records report user IDs and the time of each system update. Sensitive transactions such as suspends and adjustments, in addition to being limited to certain personnel, can also be tracked and monitored. All

		transactions are kept in a separate file for a prescribed period of time for monitoring and review. Transactions may also be tracked online. When data transfers occur, a log tells production control if the transfer has failed so the transfer can be executed again. The log then verifies that the data was sent, received and processed. Journal reports are produced daily showing the detail and summary totals for all online transactions including user ID, date and time. Every transaction is written to a journal report providing comprehensive audit trails through each citation's entire life cycle, from issuance to payment, dismissal, or other resolution. These audit trails remain intact, even after the citation records are archived. Record archiving is conducted in accordance with client instructions and business rules.
f	Strict control and reconciliation procedures for every system update	One of the security features of eTIMS® is generation of audit trails for all online and batch updates. These records report user IDs, date and time of each system update. Sensitive transactions such as suspends and adjustments, in addition to being limited to certain personnel, can also be tracked and monitored. All transactions are kept in a separate file for a prescribed period of time for monitoring and review.
g	Control of dial-up access to the system and	Conduent has developed overlapping, fully auditable, and highly restrictive security procedures for system access that will apply to all Conduent employees, our team members and all City users including access via a dial-up connection.
h	Virus detection and control	Conduent's PC and LAN implementations include full protection from computer viruses. This is accomplished through the use of McAfee VIRUS protection software, a state-of-the-art industry standard software package designed for network and workstation virus protection as part of McAfee's comprehensive back-up software. McAfee automatically scans files as they are introduced or extracted from the file server or the Xerox e-mail system. If this scan detects a virus, the file is blocked from entering the server and an alert is sent to the user workstation and the file server console. McAfee does not permit the virus to enter the server's file system. Secondarily, a separate software component runs on each workstation and scans all incoming and outgoing files for viruses. Any viruses detected at the workstation level are presented to the user with the option to automatically fix or delete the file.

109.0 System Control and Security

Based on an individual's role, the Contractor's system shall provide functional security by restricting certain functions (such as permitting access to inquiry only) and allowing data update capability on an as-needed basis. Contractor's system's security features shall be designed to maintain the security of all information contained in the Citations database and maintain the confidentiality of information.

110.0 City and Project Staffing

The City will have a dedicated Project Manager through implementation. The City intends to have both functional and technical resources available during implementation. Additional detailed City resource planning has not been completed and will be based on the resource estimates provided by the Contractor.

111.0 Staffing and Management

Superior services levels require a staff with demonstrated technical expertise. The Contractor's key staff shall be evaluated on the amount and quality of experience in their technical disciplines.

The Contractor, and subcontractors who are responsible for 30% or more of the scope of work, shall provide adequate transition staff that resides within PVB and City of Santa Fe for the duration of the transition period. This staffing requirement will include personnel with the ability to provide improvements and enhancements to the system.

The Contractor shall provide continuous preventative maintenance throughout the Term of this agreement, including site visits to the City of Santa Fe at contractor's discretion and expense as and when deemed necessary by the Contractor. These maintenance site visits will be in addition to the annual visits agreed to in this agreement.
In addition, the contractor is required to monitor the PARCS every day to ensure that the PARCS is fully functional at the minimum requirement of 98%.

Contractors shall present a staffing plan that provides time allocation (percentage of dedication to the proposed contract) for the staff person(s) who will be responsible for:

a) The oversight of all contract services and deliverables, and communication and negotiation with senior PVB officials for program evaluation and Feedback
b) The oversight of system outputs, including statistical analysis and report monitoring
c) The oversight of all PCPS financial transactions and reconciliation in relation to operations, including reconciliation of daily deposits, audit of cashier settlements, scheduling, correspondence processing, reject processing and financial adjustments
d) The oversight of the processing of high volume of payments received by mail, including the opening and preparation of documents and the preparation of deposits to the financial institution (on an as required basis)
e) The accurate processing of the data captured on Citations, name and address changes, returned mail processing, the application of name and address data, enforcement officer field reports and any other transaction processing required, and
f) Systems management, supervision of communications technicians and compute support specialties to meet PVB availability standards.

Contractor shall ensure system availability through technical service support, and be able to provide this support and the facilities and other requirements needed on site. Contractor shall also ensure that staffing is sufficient to provide Customer service to meet requested standards and support.

112.0 Number of Users

The following user counts by module contained in Table 03 are estimates and are provided for planning purposes only. The number of users represents the anticipated future number of users of a new system.

Table 03: Number of Users

No.	Functional Area	Total Users	Concurrent Users
1	Electronic Citation Issuance and Reporting System (ECIRS)	15	15
2	Enforcement Management System (EMS)	12	
3	Parking Citation Processing System (PCPS)	15	
4	Special Collections System (SPS)	4	

It is anticipated that some users will use multiple modules causing overlap in each functional area.

113.0 Current City Applications Environment

A variety of applications and databases exist in the current environment to support the City's core business processes. The application environment includes the primary applications as described further below.

- **JD Edwards EnterpriseOne:** The City's current Enterprise Resource Planning (ERP) system is Oracle's JD Edwards EnterpriseOne, running version 8.12; tools release 8.98.3. The current hardware platform is an IBM System I, Power 6 partitioned into three (3) Logical Partitions (LPARs); Enterprise/Application Server; Web Server; and Test Server. These partitions support three (3) environments; Production (PD); Prototype (PY); and Development (DV). A Deployment Server runs on a HP DL 360 G5 Server. Three (3) additional LPARs run on the IBM System I in support of other functions World, High Availability, and Test2. The City recently completed an upgrade of the OS400 Operating System on its IBM System I from V5R4 to V7R1.

  The City is currently using JD Edwards EnterpriseOne ERP system modules to manage functions including General Ledger, Accounts Payable, Accounts Receivable, Budget, Purchasing, Inventory Management, Fleet Maintenance, Payroll, User Account Management, limited Workflow and Transactions Processing in some functional areas, limited Employee Time Entry, and Position Control.

114.0 Planned and In-Progress Projects

The City currently has several in progress or planned enterprise-wide technology projects that may potentially impact system and technical standards during the implementation of a new Community Development System.

- **Enterprise Resource Planning (ERP) System Implementation**: The City is in the process of evaluating proposals for an ERP system.
- **Utility Billing System Implementation**: The Public Utilities Department is in the process of implementing a modern utility billing system that could potentially interface with a future Community Development System.
- **End User/Help Desk Support:** The City is currently conducting process reviews to improve help desk support including setting up designated staff to receive help desk requests and triage work orders.
- **Data Center Migration:** The City is in the process of moving the primary data center to an outsourced facility away from the City's primary buildings.
- **311 System Research:** The City is in the process of looking into a more robust 311 system. Currently the City's website provides some basic 311 functionality, however it is not adequate for the City's needs.
- **iSeries Upgrade:** The City is looking into upgrading the iSeries servers (AS/400 servers) as the hardware support will expire in December 2016. Staff reported that not all applications will be off the servers by then, and that the City may need to lease or buy a platform.
- **GIS IMS System Upgrade:** The City is currently in the process of upgrading the internal and public facing GIS Internet Mapping System (IMS).
- **OpenGov:** The City is currently implementing a financial data portal using the OpenGov solution. Five (5) years of financial data will be available to the public on this portal.

115.0 Implementation Project Plan

As part of the Project Scope, the Contractor(s) must develop and provide the City with a detailed Implementation Project Plan that, at a minimum, will include the components listed below.

Section #1 - Project Objectives: This section of the Implementation Project Plan should include overall Project objectives. Proposer's submittal in their response to RFP (page 233 and Section 8) is accepted.

Section #2 - Project Deliverables and Milestones: This section of the Implementation Project Plan should include a list of deliverables and milestones of the Project, and with each deliverable or milestone, this section should describe exactly how and what will be provided to meet the needs of the City. Proposer's submittal in their response to RFP (page 233 and Section 8) is accepted.

Section #3 - Project Schedule (Project Management Software): This section of the Implementation Project Plan should identify the dates associated with deliverables and milestones described in Section #2 of the Project Plan. In addition, this section should reflect Project predecessors, successors and dependencies.

The City requires the use of Project management software (such as Microsoft Project) to develop and maintain the Project schedule, Resource Plan, and Gantt chart. Proposer's submittal in their response to RFP (page 233-234 and Section 8.2) is accepted.

The Contractor shall be responsible for installing and implementing the ECIRS as a complete system to the performance standards and specifications of the Agreement, regardless of manufacturing sources of hardware and software.

The plan must describe the equipment installation requirements for each location, the installation schedule, Contractor's need for participation or assistance from PVB or installation and the extent to which Contractor would need to use PVB facilities. Proposer's submittal in their response to RFP (page 233-234 and Section 8.2) is accepted.

Section #4 - Project Management Processes:

a) **Resource Management:** This section of the Implementation Project Plan should describe City resources, Contractor resources, and the overall Project team structure, including an organizational chart. Roles identified for the Contractor, its subcontractors, and the City should also include a detailed description of the responsibilities related to the identified role as well as the communication process for each party. Proposer's submittal in their response to RFP (page 234) is accepted.

b) **Scope Management:** This section of the Implementation Project Plan should describe the approach the Contractor will use in order to manage Project Scope and the process used to request changes to Project Scope. It is the City's desire to use the proposed enterprise software system(s) "as is" and, as such, any changes must be reviewed and approved by the City's Implementation Project Team. Proposer's submittal in their response to RFP (page 234) is accepted.

c) **Schedule Management:** This section of the Implementation Project Plan should describe the approach the Contractor will use in order to manage the Project schedule and the process used to submit requested changes to the schedule. The Contractor must ensure that the Project schedule is kept current and report any missed milestones to the City. Proposer's submittal in their response to RFP (page 234) is accepted.

d) **Risk Management:** This section of the Implementation Project Plan should describe the approach the Contractor will use to document existing Project risks, provide recommendations for mitigating the risk, and how this will be communicated to the City Implementation Team. Proposer's submittal in their response to RFP (page 234) is accepted.

e) **Quality Management:** This section of the Implementation Project Plan should describe the approach the Selected Vendor will use to assure that all written deliverables have received appropriate reviews for quality before being submitted to the City. Proposer's submittal in their response to RFP (page 234) is accepted.

f) **Communication Management:** This section of the Implementation Project Plan should describe the approach the Selected Vendor will use to provide a detailed communication plan that includes discussion of key implementation metrics that will be used to track progress; types of communication methods (i.e., memo, email, one-on-one meetings, Project team meetings, stakeholder group meetings, online web progress reporting tools, etc.) that the Vendor will use; frequency of these communications; and key Vendor points-of-contact with overall responsibility for ensuring these communications are provided as scheduled. The City also expects that the Contractor will make key personnel and staff available for certain meetings either on-site or via teleconference or web-conference that may be required should major issues arise during the implementation that significantly impact the schedule, or budget, of the CD system. Proposer's submittal in their response to RFP (page 234) is accepted.

g) **Business Process Change Management:** This section of the Implementation Project Plan should describe the approach the Contractor will use to provide a plan which should include a list of the business processes the Contractor recommends changing and a detailed description and flowchart outlining the changes, the anticipated benefits to the City of these changes, and how the Contractor proposes to manage this change process. Proposer's submittal in their response to RFP (page 234) is accepted.

h) **Organizational Change Management**: This section of the Implementation Project Plan should describe the process, tools and techniques the Contractor will use to manage the people- side of change. Proposer's submittal in their response to RFP is accepted.

Section #5 - Data Conversion Approach: As part of the Implementation Project Plan, the Contractor will develop and provide a detailed Data Conversion Plan that describes how files will be converted to the proposed system (e.g., through software conversion aids/utility programs or special programs that must be written, the actual conversion procedures, etc.). The City would like to understand how the Contractor will approach developing the data conversion plan, and what processes will be undertaken by the Contractor's Project team to convert existing data as well as to interface with identified source systems. A conversion schedule should identify planned conversion steps, estimated hours, and what resources will be required (by City or Contractor) for all pertinent legacy data. Data conversion shall occur when migrating to the new application. The Contractor is expected to assist the City in the conversion of both electronic and manual data to the new system. It is expected that the City will be responsible for data extraction from current systems and data scrubbing and that the Contractor shall be responsible for overall data conversion coordination, definition of file layouts, and data import and validation into the new system(s). Contractor should plan to have converted data ready for the User Acceptance Testing phase of the Project. Proposals shall describe all procedures planned for the conversion testing, including the assistance and participation expected of City staff. The Contractor shall bear all costs of conversion, including all MVD coding and related costs in the transition.

See the Data Conversion tab in Exhibit C, Functional and Technical Requirements.

Proposer's submittal in their response to RFP (Section 10) is accepted.

Section #6 – Training: As part of the Project Scope, the Contractor will develop, provide, and manage a detailed plan for training. It is the City's intention that the Contractor will coordinate the training of City personnel in the use of its application and that satisfactory implementation of an approved training plan will be a key component of this project's deliverables. Documentation, including training manuals and agendas, will be provided by the Contractor before each training session with City staff.

This Training Plan must include the information described below:

a) The role and responsibility of the software and/or any sub-contractors in the design and implementation of the training plan (e.g., development of customized training materials, delivering training to City end users)
b) The role and responsibility of the City staff in the design and implementation of the training plan
c) Overview of proposed training plan/strategy, including options for on-site or off-site training services, for the core project team, end users, and technology personnel
d) Proposed training schedule for City personnel of various user and interaction levels
e) Descriptions of classes/courses proposed in the training plan. (The Vendor should specify the unit of measure for its training, e.g., units, classes, days, etc., and define the hours associated with these units of measure.) The Vendor must be very clear about exactly what training courses are included in the cost of the proposal and what training materials will be provided
f) The knowledge transfer strategy proposed by the software and/or implementation Vendor to prepare City staff to maintain the system after it is placed into production
g) Detailed description of system documentation and resources that will be included as part of the implementation by the Vendor including, but not limited to, detailed system user manuals, "Quick

Reference" guides, online support, help desk support, user group community resources, and others as available

h) Within fifteen (15) days after the Contract Approval Date, the Contractor shall submit a completely documented Training Plan that shall describe the following:
    1) A detailed, comprehensive and complete initial and ongoing training program for operation and management of the ECIRS for all management, technical and operational personnel designated by PVB
    2) A schedule for installation, initial training and implementation with provisions for smooth and minimally disruptive implementation of the ECIRS
    3) Complete integration of the ECIRS into the Enforcement Unit operations and
    4) administration through complex implementation and post implementation training; and,
    5) Implementation and post-implementation support for ECIRS operations.

Contractor acknowledges the liquidated damages timeframe in reference to the training deliverables: deliverable date of the Training Plan will align with the appropriate date in the final implementation plan. The requirement "to provide quarterly notice of Training Plan reviews to PVB will be evaluated after implementation and a determination of the need and frequency of the training will be determined.

Failure to submit a completely documented Training Plan within 30 days of the Contract Approval Date of the contract shall result in a credit to PVB of $50.00 per 24-hour period of delay.

Failure to provide quarterly notice of Training Plan reviews to PVB within 30 days after each quarter will result in a credit to PVB of $75.00 per occurrence.

Proposer's submittal in their response to RFP (Section 13) is accepted.

Section #7 - Bi-Weekly Status Reports: The Contractor shall prepare and submit a project status update report electronically to the City one (1) day before the weekly status call with the City. Sample project status update report is included in Proposer's submittal in their response to RFP (pages 237-238).

116.0 System Interface Plan

As part of the Project Scope, the Contractor will develop and provide a detailed System Interface Plan that contains the proposed strategy for interfacing to all applications described in the Interfaces section of Exhibit C, Functional and Technical Requirements/Capabilities. Proposer's submittal in their response to RFP (pages 239-240) is accepted.

117.0 Software Customization Plan

As part of the Project Scope, the Contractor will develop and provide a detailed Software Customization Plan that includes anticipated customizations and their impact to the overall Project schedule, budget, and final success. This Software Customization Plan should describe the process that the City and the Contractor will engage in for accepting the software modifications. While it is the City's intent to utilize the Contractor system's existing capabilities and embedded best-practice business processes, it recognizes that there may be some critical work processes that require software customization. Proposer's submittal in their response to RFP (pages 242-243) is accepted.

118.0 Testing and Quality Assurance Plan

As part of the Project Scope, the Contractor will develop and provide a Testing and Quality Assurance Plan that describes all phases of testing: unit, system, interface, integration, regression, parallel, and user acceptance testing. It is the City's expectation that the Testing and Quality Assurance Plan govern all phases of the project and that the Contractor will also provide assistance during each testing phase involving City users. The Contractor will develop the initial User Acceptance Testing (UAT) plan, provide templates and guidance for developing test scripts, and will provide onsite support during UAT. The Contractor will also provide a plan for stress testing of the system that will occur during or after UAT. Testing of all integrated systems shall be conducted for verification of capability, according to standards required by the PVB. All PVB divisions shall actively participate in the testing and shall verify the accuracy and reliability of the PCPS based on test results. The go-live schedule shall be subject to the final approval of PVB following sufficient parallel testing and acceptance of the new system. The Contractor's implementation plan

shall allow time for parallel testing of the new system. Proposer's submittal in their response to RFP (pages 244-247) is accepted.

119.0 Pre- and Post-Implementation Level of Support

As part of the Project Scope, the Contractor will develop and provide a Pre- and Post-implementation Support Plan that describes the approach to software support during the implementation and after the implementation.

The following support and issue resolution information contained in Table 03 are suggestions and are provided for planning purposes only. The table contains information on the support issue resolution standards that the City wishes the Contractor to provide following implementation.

Table 03: Support and Issue Resolution Standards

No.	Support and Issue Resolution Standards
1	The vendor, at a minimum has the ability to adhere to the following standards for issue resolution: • Severity Level 1, system is down. Attention required immediately, maximum of 30 minute response time. • Severity Level 2, major functionality of the system is impacted or parts of the system are down. Maximum of 1 hour response time. • Severity Level 3, non-mission critical processes are impacted. Maximum of 8 hour response time.
2	Outage times should be based on a 24x7 basis instead of working hours.
3	Severity levels for support will be defined by the City.
4	The vendor will provide support during standard City business hours.
5	The vendor will provide web-based support, with a searchable database of common problems, to assist end users in researching error messages.
6	The vendor will adhere to the City's security policies, including but not limited to, vendors requesting access to the application and/or network prior to troubleshooting.
7	The vendor will proactively notify the City System Administrator regarding which releases of third-party software (e.g., JAVA virtual machine, Internet Explorer, Mozilla, Safari, etc.) are known to create problems with the current version of the vendor software.

Proposer's submittal in their response to RFP (pages 248-250) is accepted.

120.0 System Documentation

As part of the Project Scope, the Contractor will develop and provide documentation that describes the features and functions of the proposed application software. The documentation shall be provided for both users and the technical personnel who will administer and maintain the system. It is desirable that differing levels of documentation (user documentation and technical documentation) exist. The selected vendor shall provide documentation in web-based and PDF forms for each application module. All Contractor Intellectual Property and any copies or derivative works thereof made by City will be at Contractors discretion either 1) returned to Contractor or 2) Certified as destroyed by City at the end of the Agreement.

The Contractor shall be able to provide up-to-date, detailed documentation relating to all operational aspects of using the system. In addition, the Contractor shall provide any documents required in the system. This shall include, but is not limited to:

a) Detailed user manuals explaining each component of the Proposal's system
b) Functional manuals, tailored to each processing unit, to explain the Proposal's system as it relates to the job responsibilities of the particular user and

c) Forms and the various documents that shall be completed by the public to conduct routine matters involving the processing and adjudication of Citations. These forms are presently kept at the Citation and Hearing Divisions and include, but are not limited to:
d) Flyers with instructions on how to contest Citations
e) Untimely Requests for an Administrative Review Hearing Form and
f) Declarations of Non-Ownership

Proposer's submittal in their response to RFP (pages 250-251) is accepted

121.0 Risk Register

As part of the Project Scope, the Contractor will develop and maintain a documented Risk Register. Such Risk Register will be maintained in a centrally accessible location (i.e., Project portal) and be regularly updated. For each risk identified, the Contractor shall be responsible to develop an impact summary and a mitigation strategy in a timely fashion. Proposer's submittal in their response to RFP (page 252 and Section 4.4.8) is accepted.

EXHIBIT B – PRICE PROPOSAL

Conduent State & Local Solutions, Inc.

CITATION ADMINISTRATION AND REVENUE RECONCILIATION SYSTEM

PRICING MATRIX - CITY OF SANTA FE SOFTWARE AND IMPLEMENTATION SERVICES FOR A PARKING CITATION ADMINISTRATION AND REVENUE RECONCILIATION SYSTEM RFP # 17/04/P

Service	
Fees Paid By City	
3-year base term - Monthly Management Fee – Total of 32 months (Months 4 to 36)	$13,782/month*
2-year option term - Monthly Management Fee – Total of 24 months (Month 37 to 60)	$12,950/month*
Per Citation issued	$0.29/citation*
Noticing	$0.10/postcard notice*
Correspondence (per correspondence mailed)	$0.14/correspondence letter*
Postage – Reimbursable	*Reimbursed at actual cost*
Lockbox payment processing**	*Not applicable – City to provide**. Conduent to provide revised pricing upon request.*
Fees Paid By Motorist	
Credit Card Processing fee	$1.50/per transaction
Delinquent Collection fee (paid on contingency basis)	$35.50/collected citation

Conduent Assumptions and Notes:

1. Term: 3-year base term plus one 2-year option. Total of 5-years. If City does not exercise the full 2–year option, the City will pay Conduent a one-time termination fee of $123,500.
2. Annual Management Fee will be subject to an annual adjustment equal to the lesser of the Consumer Price Index for All Urban Consumers (CPI-U) - All items category referenced in the website https://www.bls.gov/news.release/cpi.t02.htm not to exceed 2%.

3. ** City responsible for providing high-performance scanner if City wishes to attach images of Lockbox transactions into eTIMS (payment receipt, payment scan, correspondence scan, payment deposit etc.). City responsible for posting/recording payment transactions into eTIMS or providing payment transaction file to Conduent.
4. Pricing does not include citation ticket stock/envelopes.
5. Pricing includes two (2) Business Objects licenses for reporting.
6. Conduent will be responsible for fees and management of the merchant account for credit card transactions. A $1.50 credit card processing fee will be charged to the customer using the service.
7. Conduent will charge a $35.50 collection fee to the motorist for delinquent collections efforts.
8. Assumptions for citation issued, payments processed, notices and correspondence and other variable cost are based on information received during the RFP process, answers to the questions and clarifying addendum. Ticket issuance assumed at approximately 30K, Noticing 30K, Correspondence 3K.
9. Price is valid for 180 days.
10. Conduent will credit the City $0.10 for each handwritten citation under a monthly volume of 3,000 handwritten citations.
11. New Mexico Interactive - based on conversations we had with NMI prior to our proposal submission, the file of tickets for name and address acquisition can be sent in an automated process directly to NMI from Conduent on behalf of the City or we could send the file to the City to be submitted through the City. We assume there would be no fee for this service from NMI or MVD. Any costs associated with providing a direct interface with NMI, retrieving Register Owner information directly from NMI or other similar transactions will be charged to the City as a reimbursable expense.
12. Conduent will provide an annual on-site meeting in Santa Fe with Conduent's Program Manager in each contract year. Any additional program planning meetings requested by Santa Fe will be charged at $1,000 per trip per Conduent participant. Any additional trips planned by Conduent will be at Conduent expense.

Exhibit C - List of Functional and Technical Requirements
Conduent State & Local Solutions, Inc.
Citation Administration and Revenue Reconciliation System

Table of Contents		
Tab No.	**Functional Area**	**Number of Requirements**
1	General and Techical	33
2	Electronic Citation Issuance and Reporting System (ECIRS)	19
3	Enforcement Management System (EMS)	9
4	Parking Citation Processing System (PCPS)	47
5	Special Collections System (SPS)	16
6	Marketing and Revenue Generation Program	1
7	Noticing and Correspondence	9
8	System Enhancements	5
9	Interfaces	2
10	Data Conversions	1
	Total Functional Requirements:	**142**

When providing responses to the requirements in Attachment B, proposers shall use the response indicators contained in the table below.

Requirements / Capabilities Response Indicators	
Indicator	**Definition**
S	Feature/Function is included in the current software release and will be implemented by the planned phase go-live date as part of the proposal from vendors in accordance with agreed upon configuration planning with the City.
F	Feature/Function will be available in a future software release available to the City by January 1, 2017 at which point it will be implemented in accordance with agreed upon configuration planning with the City.
C	Feature/Function is not included in the current software release, and is not planned to be a part of a future software release. However, this feature could be provided with custom modifications. All related customization costs should be indicated in Attachment C – Cost Worksheet.
T	Feature/Function is not included in the current software release, and is not planned to be a part of a future software release. However, this feature could be provided with integration with a third-party system. This system should be specified.
N	Feature/Function cannot be provided.

	Response Indicators: When providing responses to the requirements in Attachment B, proposers shall use the following response indicators:
	S:Feature/Function is included in the current software release and will be implemented by the planned phase go-live date as part of the proposal from vendors in accordance with agreed upon configuration planning with the City.
	F: Feature/Function will be available in a future software release available to the City by January 1, 2017 at which point it will be implemented in accordance with agreed upon configuration planning with the City.
	C:Feature/Function is not included in the current software release, and is not planned to be a part of a future software release. However, this feature could be provided with custom modifications. All related customization costs should be indicated in Attachment C – Cost Worksheet.
	T: Feature/Function is not included in the current software release, and is not planned to be a part of a future software release. However, this feature could be provided with integration with a third-party system. This system should be specified.
	N: Feature/Function cannot be provided.

General and Technical				
Req #	**Description of Requirement**	**Criticality**	**Response**	**Comments**
GT.1	The system has the ability to flow all changes made throughout all modules without the need for duplicate data entry.	**Critical**	**S**	Fully compliant
GT.2	The system is a web based hosted or Software as a Service (SaaS) solution.	**Critical**	**S**	Fully compliant
GT.3	The system supports permission levels based upon defined user groups and roles.	**Critical**	**S**	Fully compliant
GT.4	The solution is able to integrate with other applications thru the use of APIs.	**Critical**	**S**	Fully compliant
GT.5	The solution provides 24 hour 7 days a week access to data and system. Down time is limited to scheduled system maintenace windows that are outside of normal business hours.	**Critical**	**S**	Fully compliant
GT.6	The system supports real time citation charge information and updates.	**Critical**	**S**	Fully compliant
GT.7	The solution is fully SSAE 16 and PCI certified.	**Critical**	**S**	Fully compliant
GT.8	The system has a customer self service portal for information access and payment processing.	**Critical**	**S**	Fully compliant
GT.9	The system supports Microsoft Windows 7 client operating system. Please specify the client platforms supported in Comments.	**Critical**	**S**	Fully compliant. Our system supports Microsoft Windows 7 and Windows 10 operating systems.
GT.10	The system supports Microsoft Windows 2012 server operating system. Please specify the server platforms supported in Comments.	**Critical**	**N/A**	Not applicable. Xerox's solution is presented as a fully-hosted solution and the City is not required to provide a server operating systrem. Please refer to Section 3.b for more information on our hosted-solution.
GT.11	The system supports import/export capabilities to Excel.	**Desired**	**S**	Fully complaint
GT.12	The system supports mobile platforms (smartphones and tablets). Please specify the mobile platforms supported in Comments.	**Critical**	**S**	Fully compliant. Our system supports mobile platforms (smartphones and tablets). For the ECRIS system we support mobile platforms running Windows and Android mobile platforms. For SAP's Business Objects reporting tool we support Windows, Android and iOS mobile platfomrs.
GT.13	The system supports concurrent users and no limits to scaling system for peaks or future growth.	**Critical**	**S**	Fully compliant
GT.14	The system supports Integration with Microsoft Office 2010.	**Critical**	**S**	Fully compliant

	Response Indicators: When providing responses to the requirements in Attachment B, proposers shall use the following response indicators:
	S:Feature/Function is included in the current software release and will be implemented by the planned phase go-live date as part of the proposal from vendors in accordance with agreed upon configuration planning with the City.
	F: Feature/Function will be available in a future software release available to the City by January 1, 2017 at which point it will be implemented in accordance with agreed upon configuration planning with the City.
	C:Feature/Function is not included in the current software release, and is not planned to be a part of a future software release. However, this feature could be provided with custom modifications. All related customization costs should be indicated in Attachment C – Cost Worksheet.
	T: Feature/Function is not included in the current software release, and is not planned to be a part of a future software release. However, this feature could be provided with integration with a third-party system. This system should be specified.
	N: Feature/Function cannot be provided.

General and Technical				
Req #	**Description of Requirement**	**Criticality**	**Response**	**Comments**
GT.15	The Contractor provides multiple training options, i.e. on-site, off-site, on-line. Please specify options in Comments.	**Critical**	**S**	Fully compliant. We offer multiple training options from on-site, web-ex, videos and manuals.
GT.16	The Contractor provides standard annual maintenance and service level agreements.	**Critical**	**S**	Fully compliant
GT.17	The system supports annual or quarterly software releases and upgrades for improved software features and functionality. Please specify normal release schedules in Comments.	**Critical**	**S**	Fully compliant. We provide software releases and upgrades on a 6-week release cycle.
GT.18	The Contractor provides technical and functional documentation including system overview, design, flowcharts and file layouts.	**Critical**	**S**	Fully compliant. Post contract award we can provide appropriate system overview, flow charts and file layouts as well as discuss our system design with the City.
GT.19	The Contractor provides manuals for all software applications to document and explain features and function both online and mobile accessibility.	**Critical**	**S**	Fully compliant
GT.20	The system has the capability to interface with external DMV programs for updating of customer information.	**Critical**	**S**	Fully compliant
GT.21	The system is available 24x7 with acceptable periodic outages for upgrades etc.	**Critical**	**S**	Fully compliant
GT.23	Browser compatibility is standard with all common Browers including IE, Chrome, Safari and Firefox. Please specify browsers supported in Comments.	**Desired**	**S**	Fully compliant. We support Internet Explorer, Chrome, Firefox and Safari web browsers.
GT.24	The system supports ad-hoc reporting capabilities. Please specify any third-party tools required in the Comments.	**Critical**	**S**	Fully compliant. We support ad-hoc reporting capabilities via the SAP Business Objects tool which we will provide to the City as part of our base solution.
GT.25	Contractor provides all hardware, software, equipment and technical support for the Automated Telephone Landline Asnswering System (ATLAS) 24-7.	**Critical**	**S**	Fully compliant
GT.26	The system includes a Pay-By-Web System (PWS) that allows Customers to pay one or more parking Citations bia the Internet using a credit card at any time of the term of the agreement.	**Critical**	**S**	Fully compliant
GT.27	The system includes a Pay-By-Phone capability to allow payment of one or more parking Citations telephonically using a credit card clearinghouse in order to obtain real time authorization.	**Critical**	**S**	Fully compliant

	Response Indicators: When providing responses to the requirements in Attachment B, proposers shall use the following response indicators:
	S:Feature/Function is included in the current software release and will be implemented by the planned phase go-live date as part of the proposal from vendors in accordance with agreed upon configuration planning with the City.
	F: Feature/Function will be available in a future software release available to the City by January 1, 2017 at which point it will be implemented in accordance with agreed upon configuration planning with the City.
	C:Feature/Function is not included in the current software release, and is not planned to be a part of a future software release. However, this feature could be provided with custom modifications. All related customization costs should be indicated in Attachment C – Cost Worksheet.
	T: Feature/Function is not included in the current software release, and is not planned to be a part of a future software release. However, this feature could be provided with integration with a third-party system. This system should be specified.
	N: Feature/Function cannot be provided.

General and Technical

Req #	Description of Requirement	Criticality	Response	Comments
GT.28	The system provides a Parking Information Website (PIW) with the cability to accept Citation payments.	**Critical**	**S**	Fully compliant
GT.29	The system is available 99.9% between Monday through Friday from 6:00 am to 6pm MT.	**Critical**	**S**	Fully compliant
GT.30	Contractor will provide a redundant internet connection with a different ISP to the hosted system.	**Critical**	**S**	Fully compliant
GT.31	The system architecture conforms to an "open system" standard to enable integration with other systems and platforms.	**Critical**	**S**	Fully compliant
GT.32	The Contractor will provide a Disaster Recovery plan and an annual certification that the plan was tested.	**Critical**	**S**	Fully compliant. Upon contract award, We will provide the City with an outline of our Disaster Recovery plan as well as providing the City with a copy of our annual testing certification.
GT. 33	The system architecture is based on open standard to enable integration with other systems and platforms.	**Critical**	**S**	Fully compliant

	Response Indicators: When providing responses to the requirements in Attachment B, proposers shall use the following response indicators:
	S:Feature/Function is included in the current software release and will be implemented by the planned phase go-live date as part of the proposal from vendors in accordance with agreed upon configuration planning with the City.
	F: Feature/Function will be available in a future software release available to the City by January 1, 2017 at which point it will be implemented in accordance with agreed upon configuration planning with the City.
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	N: Feature/Function cannot be provided.

Electronic Citation Issuance and Reporting System (ECIRS)				
Req #	**Description of Requirement**	**Criticality**	**Response**	**Comments**
EC1	The proposer will furnish 25 handheld units including printers, software and accessories to integrate with PCPS.	**Critical**	**S**	Fully compliant
EC2	Handhelds will have attached or attachable printers.	**Critical**	**S**	Fully compliant
EC3	Handhelds will have attached color cameras (capable of producing clear back and white photographs on citation) and bar code scanner.	**Critical**	**S**	Fully compliant
EC4	Realtime Ticket Processing (and updates) should be available from each handheld.	**Critical**	**S**	Fully compliant
EC5	Handheld will be capable of printing black and white photographs on citations.	**Critical**	**S**	Fully compliant
EC6	Two-way electronic transfer of Citation data between the ECIRS and the PCPS in a manner that eliminates the need for physical counting, batching and delivery of Citations.	**Critical**	**S**	Fully compliant
EC7	Updates and patches for handhelds could be done automatically upon connection to Internet.	**Critical**	**S**	Fully compliant
EC8	The ECIRS-PCPS Connectivity must operate in an intergrated fashion as fully described in the Proposal.	**Critical**	**S**	Fully compliant
EC9	The selected Proposer will be responsible for installing and implementing the ECIRS as a complete system to the performance standards and specifications.	**Critical**	**S**	Fully compliant
EC10	The ability to identify vehicles' permit status, vehicles that are Scofflaws and/or reported as stolen and/or involved in felonies by VLN and VIN look-up through the handheld unit via MVD.	**Critical**	**S**	Fully compliant
EC11	Transfer of citation data in real-time from the handheld units to the PCPS.	**Critical**	**S**	Fully compliant

	Response Indicators: When providing responses to the requirements in Attachment B, proposers shall use the following response indicators:
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	N: Feature/Function cannot be provided.

Electronic Citation Issuance and Reporting System (ECIRS)				
Req #	**Description of Requirement**	**Criticality**	**Response**	**Comments**
EC12	Handhelds will have docking stations which charge and trasmit data for each unit.	**Critical**	**S**	Fully Compliant - please note that this requirement is based on equipment selected by the City. We are offering multiple options and some handheld options do not have a "true docking station" but instead utilize a charging cord and transmit data via wireless and wifi connectivity.
EC13	Comprehensive reference manuals for PVB's operations and management personnel in the full use of the ECIRS or any replacement system implemeted.	**Critical**	**S**	Fully compliant
EC14	Project management, programming and live testing and procurement of new handhelds and printers to replace current handhelds and printers	**Critical**	**S**	Fully compliant
EC15	Tracking of citation and PEO usage statistics can be generated for reporting purposes.	**Critical**	**S**	Fully compliant
EC16	In the event of hardware failure, the successful Proposer shall replace hardware within three (3) business days as required for uninterrupted operation.	**Critical**	**S**	Fully compliant
EC17	The ECIRS must have the capability to verify that the citation records transferred are identical to the citation records transmitted.	**Critical**	**S**	Fully compliant
EC18	The transfer of data from ECIRS to PCPS must be secure and will meet standard SSAE16 requirements.	**Critical**	**S**	Fully compliant
EC19	The ECIRS must provide the ability to use the handheld units to capture various Field Maintenance Requests for specific meters, signs and curb painting throughout City of Santa Fe.	**Critical**	**S**	Fully compliant

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	N: Feature/Function cannot be provided.

Enforcement Management System (EMS)				
Req #	**Description of Requirement**	**Criticality**	**Response**	**Comments**
EM1	The Enforcement Management System (EMS) receives new and updated data from the handheld units and allows: a) automated tracking of resources deployed and activities recorded in each handheld as well as all manual entries of daily activity logs. b) use of handheld units to report Maintenance Requests for meters, signs, curb paint, etc. c) ability to activate GPS tracking and real-time communication with the MVD for Disabled Placard verification.	**Critical**	**F**	A) Fully compliant B) Fully compliant C) Fully compliant but please note that real-time communication with the MVD for Disabled Placard verification is dependent on MVD allowing and supporting this type of interface.
EM2	The system tracks activities performed by PEOs includes but is not limited to: 1) Work Detail (e.g. Driveway Complaints, Residential Permit Parking, Tows, Abandoned Vehicle, Booting of vehicles, etc.) 2) Type of Assignment (e.g. Parking Enforcement, Traffic Management, Dispatch, Other Non-Field Tasks, and Administrative Tasks) 3) Work/Non-Work Status (e.g. Sick Leave, Vacation, Training, Light Duty, Breaks, Lunch, Fueling, Travel Time, Roll Call, Debriefing, etc.)	**Critical**	**S**	Fully compliant
EM3	The EMS to PCPS interface captures and records the number of Citations issued by type of violation and by the number of Citations issued for each type of violation by issuer.	**Critical**	**S**	Fully compliant

	Response Indicators: When providing responses to the requirements in Attachment B, proposers shall use the following response indicators:
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Enforcement Management System (EMS)				
Req #	**Description of Requirement**	**Criticality**	**Response**	**Comments**
EM4	The EMS includes the following fields: 1) Badge number, name area and regular beat assignment (pre-assigned); 2) Patrol date; 3) Supervisor's badge number and name of each subordinate PEO; 4) Assignment at time of task (may be an assignment that differs from the regular beat assignment); 5) Types of field duty and amount of time worked; 6) Non-field duty times; and 7) Citation issued by date, time, location and violation category.	**Critical**	**S**	Fully compliant
EM5	The system provides PVB with operational on-line, real- time reports of PEO activities by PEO, location, unit assignment and enforcement area. Citywide statistics must be available for any specified time period. The following management and operational reports are required: a) PEO activity summary; b) PEO activity detail, c) Summary of productivity reports, and d) work activity report.	**Critical**	**S**	Fully compliant
EM6	The system tracks activities performed by a PEO within an assigned shift. The information will be tracked by the PEO badge number and police district assignments, and will report Work Detail, Type of Assignment and Work/Non-Work Status, location of Citation issued, as indicated above. The system will also obtain data from the PCPS and ECIRS to update Citation information as required in reports.	**Critical**	**S**	Fully compliant

	Response Indicators: When providing responses to the requirements in Attachment B, proposers shall use the following response indicators:
	S:Feature/Function is included in the current software release and will be implemented by the planned phase go-live date as part of the proposal from vendors in accordance with agreed upon configuration planning with the City.
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	N: Feature/Function cannot be provided.

Enforcement Management System (EMS)				
Req #	**Description of Requirement**	**Criticality**	**Response**	**Comments**
EM7	The system accommodates and documents real-time adjustments to assignments at the PEO badge number and Supervisor/Squad level, and reflect assignments of one PEO to more than one supervisor and/or one Supervisor to multiple assignments, squads or work details.	**Critical**	**S**	Fully compliant
EM8	The system supports group activities by type, to reflect percentage of workday spent on a particular Type of Assignment, location, Work Detail, or Work/Non-Work Status, by PEO badge number and at the Supervisor level, so that all available hours worked during each 24 hour period are accounted for and documented seven days per week, including weekends and holidays.	**Critical**	**S**	Fully compliant
EM9	The system documents overtime hours worked by badge number and at the Supervisor level, and describe work detail, type of assignment and non-work status.	**Desired**	**F**	Fully compliant

Parking Citation Processing System (PCPS)				
Req #	**Description of Requirement**	**Criticality**	**Response**	**Comments**
PC1	The system shall be fully PCI compliant during the entire term of this contract. Instant updates shall be performed as PCI compliance regulations and mandates change.	**Critical**	**S**	Fully compliant - we maintain annual PCI certification and update security as specified by the PCI certification agencies.
PC2	The system shall support the processing of Citations received either from handheld units or from manually written Citations; MVD interface processing; collection of Fines and Fees (Cashiering System); tracking of Administrative Reviews and Hearings; processing of parking permits, Scofflaw booting and tracking and Customer service support.	**Critical**	**S**	Fully compliant
PC3	The system shall have the ability to record new Citations issued, including identification of the issuing agency.	**Critical**	**S**	Fully compliant
PC4	The system shall allow the PVB and the public to make online, real-time Citation inquiries.	**Critical**	**S**	Fully compliant
PC5	The system supports Cashiering/Payment Processing/Noticing/Refund and Audit functions.	**Desired**	**S**	Fully compliant
PC6	The system provides Administrative Review and Hearings Modules for contested Citations, including electronic imaging of Administrative Review and Hearing requests.	**Critical**	**S**	Fully compliant
PC7	The system shall store and manage general citation data and provide flexible reporting options; storage capacity must be adequate for a minimum of 150,000 citations thru the term of the contract.	**Critical**	**S**	Fully compliant
PC8	The sytem shall support the issuance and management of residential parking permits Issuance and related revenue.	**Critical**	**S**	Fully compliant
PC9	The system shall provide a Parking Meter Maintenance System with the following capabilities: a) Towed vehicle tracking and noticing system; b) Booted vehicle tracking and noticing; c) Fleet and government vehicle Citation processing.	**Critical**	**S**	Fully compliant
PC10	The system shall provide data entry services for handwritten Citation records.	**Critical**	**S**	Fully compliant
PC11	The system shall manage the printing and distribution of notices.	**Critical**	**S**	Fully compliant
PC12	The Contractor shall provide all maintenance and support services for PCPS equipment, hardware and software.	**Critical**	**S**	Fully compliant
PC13	The Contractor shalll provide training and user manuals for PVB staff on PCPS operating procedures.	**Critical**	**S**	Fully compliant
PC14	The system shall provide for lockbox check payment processing.	**Critical**	**S**	Fully compliant
PC15	The system shall be capable of processing up to fifty thousand (50,000) Citations annually, including both handwritten and computer-generated Citations.	**Critical**	**S**	Fully compliant
PC16	The system shalle support active on-line retention of Citation data for at least three (3) years, and on-demand access to printed Citation records for a period of at least three (3) years.	**Critical**	**S**	Fully compliant

Parking Citation Processing System (PCPS)				
Req #	**Description of Requirement**	**Criticality**	**Response**	**Comments**
PC17	The system shall be capable of: a) ensuring that each electronically generated Citation has a serial number with an unique set of digits to avoid duplication; b) providing on-demand an electronic facsimile of all Citations generated by handheld units; c) providing "voided" computer generated Citations that can be identified by query and the identity of the person who has initiated the "void"; d) providing data of electronic Citations issued to citizens who leave the scene of a violation, so that a facsimile of a Citation can be mailed to the Registered Owner within three (3) days of issuance; e) processing electronic Citations that are subsequently corrected so that a facsimile can be mailed to the Registered Owner with a notice of correction; and, f) providing an audit trail that lists the status of all Citations by number, regardless of disposition (i.e. paid, damaged, destroyed, etc.).	**Critical**	**S**	Fully compliant
PC18	Contractor shall provide an automated interface with the ECIRS, such that the transfer of data records captured in the field on handheld units are automatically transferred to the PCPS and appropriate information collected and maintained by the PCPS is communicated to the ECIRS. Any replacement software proposed by Contractor for this interface shall be subject to the prior approval of the Parking Division.	**Critical**	**S**	Fully compliant
PC19	The stand-alone ECIRS will transfer database files both batch and real time containing Citations and voided Citations to the PCPS. The PCPS must respond to the transfer of this information with the following records: a) file containing an audit trail that defines all Citations and Field Maintenance Requests received and deposited into PCPS files; b) file consisting of VLNs / VINs of vehicles that are eligible for booting, towing or that have been reported as stolen or involved in the commitment of a crime; c) RPP permit status; d) approved validation file; e) code table files that have been modified since last transmission; f) procedures for processing electronic Citations issued to motorists who leave the scene of a violation ("drive-away") that will permit a facsimile Citation to be mailed to the Registered Owner within three (3) days of the issuance of a Citation.	**Critical**	**S**	Fully compliant
PC20	The system shall support handwritten Citation processing.	**Critical**	**S**	Fully compliant

Parking Citation Processing System (PCPS)				
Req #	**Description of Requirement**	**Criticality**	**Response**	**Comments**
PC21	Th system shall have the ability to immediately retrieve vehicle-related information in a real-time, on-line environment from the New Mexico MVD and integrate it into the PCPS. The Contractor's systems must also use available communication mechanisms to obtain the same information from all other state motor vehicle registries. This process must include continuous on-line, real-time placement and release of vehicle registration holds with the New Mexico MVD and other States' registries whenever possible. In addition to the name and address of the Registered Owner of a cited vehicle, the VIN shall be collected and displayed in a format that permits a direct comparison with the last four (4) digits of the VIN entered from the original Citation. The system shall record this data for future use in authorized collection activities.	**Critical**	**S**	Fully compliant - please note that real-time, on-line information from New Mexico MVD is dependent on MVD supporting and allowing this level of interface. Xerox will support this solution as allowed for by the MVD. For citation processing purposes, Xerox will utilize our existing MVD relationships to obtain the Registered Owner information.
PC22	The system shall have the capability to support the following name and address processing functions: a) To obtain Registered Owner information on a daily basis from vehicles towed by PVB. b) To process all MVD name and address transactions required to support PVB parking operations. c) To interface directly on-line and in real-time with the vehicle registration database maintained by the New Mexico MVD. d) To process error messages resulting from returned MVD information. e) To obtain Registered Owner information within twenty four (24) hours of a new Citation record being updated or entered into the database. f) To obtain VLN information where the initial request is returned because name and address information was not available ("no hits"). g) To ensure the accuracy of all data returned by the MVD prior to updating the Citation database. h) To query MVD for Registered Owner information using either VLN or VIN. i) To document when mail sent to a Registered Owner is returned as undeliverable, to maintain and display such undelivered notices in the Citation history and to retain and display the incorrect address information until updated information is received. j) To schedule the processing of additional inquiries to MVD to obtain Registered Owner information when PVB determines that the Registered Owner on file is no longer the vehicle owner and should not be held responsible for the Citation, or when mail is returned from an incorrect address. Proposals shall also note how this schedule will be evaluated as the number of positive responses based upon repeat cycles	**Critical**	**S**	Fully compliant - please note that for requirement (c) real-time, on-line information from New Mexico MVD is dependent on MVD supporting and allowing this level of interface. Xerox will support this solution as allowed for by the MVD.

Parking Citation Processing System (PCPS)				
Req #	**Description of Requirement**	**Criticality**	**Response**	**Comments**
PC23	If registration holds are permitted in the State of New Mexico, then proposals shall describe the proposed system's ability to provide the following registration hold functions: a) To provide an on-line, real-time interface with the MVD within New Mexico and Out of State to place these holds and to release them when a Citation is resolved, to automatically forward information required by each State MVD for registration hold processing, and to document acknowledgment of receipt of required information by MVD; b) To automatically and immediately release the registration hold upon payment at the MVD of all outstanding and unpaid citation balances or to suspend MVD processing when payment or suspend transactions are applied to the Citation record by City's authorized PVB staff; c) To update the Citation history for each Citation associated with a registration hold to indicate the most recent processing step in the hold cycle; d) To monitor and produce reports of registration hold and release transactions with the MVD, and correct any errors.	**Critical**	**S**	Fully compliant - Xerox will support this functionality as allowed for by the MVD.
PC24	The system shall accurately display all dates relevant to the status of a protested Citation, including the Citation issuance date, the date of mailing a Notice of Delinquent Parking Violation, and the date of receipt of a request for an Administrative Hearing.	**Desired**	**S**	Fully compliant
PC25	The system shall support a temporary Citation record used by PVB when inquiries are made about a Citation or when a request is received to contest a Citation or payment mode for a record that has not yet been updated. The temporary record serves as a marker and exists as a record against which transactions are processed. When the actual Citation record is updated to the database, temporary records shall be merged into the record with the actual Citation information. Processing dates, times and codes from the temporary marker shall be retained and permanently recorded as part of the Citation history.	**Critical**	**S**	Fully compliant
PC26	Th system shall provide on-line, real-time access to all Citation data, Registered Owner data and complete records of processing status and public contacts by phone or mail.	**Critical**	**S**	Fully compliant
PC27	The system shall provide such data by detail category and in a summary format.	**Critical**	**S**	Fully compliant
PC28	The system shall be able to accommodate the specialized requirements of PVB's Administrative Adjudication Program and any other specialized programs.	**Desired**	**S**	Fully compliant - upon request Xerox can provide proposal for City review and approval for any specialized requirements.

Parking Citation Processing System (PCPS)				
Req #	**Description of Requirement**	**Criticality**	**Response**	**Comments**
PC29	The system shall also provide graphical user interface capabilities for all system functions including, but not limited to, screens, menus, data retrieval and reports.	**Critical**	**S**	Fully compliant
PC30	The system shall enable the PVB to access in an on- line, real-time mode at a minimum the following information: a) Summary Citation Data: Citation number, VLN and state of issuance, VIN, parking meter number or street address, violation code with description, issue date and time, location, amount due and current processing status. b) Enforcement Data: Badge or ID number of the person issuing the Citation and issuing agency code. c) Vehicle Data: VIN, vehicle make, vehicle color, vehicle type, Registered Owner name and address as provided by the MVD and effective date of vehicle ownership. d) Financial Data: The original Fine amount plus the dates and amounts of any Penalties that have accrued. e) Mail Data: The mail date and description of all notices or correspondence letters mailed, including all return information such as alternate addresses. f) Processing Data: The processing batch date and number, date on which the Citation was updated, the date Registered Owner information was requested and received from the vehicle registry and the date that a registration hold was placed, confirmed and released by the MVD. g) Registry Data: The vehicle make as recorded by the MVD, the date on which ownership data was recorded and dates that indicate returned mail or registration non-renewal. h) Administrative Review Data: The date and time of Administrative Review and Disposition of Citations following Administrative Review. i) Adjudication Data: The date, time and location of an Administrative Hearing and Disposition following the hearing. j) Phone-in, Walk-in Data: For all phone inquiries or in-person contact with Customers.	**Critical**	**S**	Fully compliant

Parking Citation Processing System (PCPS)				
Req #	**Description of Requirement**	**Criticality**	**Response**	**Comments**
PC31	k) Suspend Data: The date and time a temporary suspension is applied to a Citation that stops normal Citation processing, the identification of the person implementing the suspension, type of suspension and the date that suspension is to be removed and normal Citation processing is to resume. l) Correspondence Data: The date, time, code and description of all correspondence mailed relating to a Citation. m) Payment Data: Payment date, payment source (lockbox, walk-in, MVD, mail), payment amount, method of payment (cash, check, etc.), payment batch number and payment processing electronic tracking number.	**Critical**	**S**	Fully compliant
PC32	The system shall support Administrative Review Information: i.e. The date, time, and Disposition of Citations placed on Administrative Review.	**Desired**	**S**	Fully compliant
PC33	The system shall support Administrative Hearing Information: i.e. date hearing requested, time hearing scheduled, actual date and time of hearing, rescheduling date (if applicable) and Disposition.	**Critical**	**S**	Fully compliant
PC34	The system shall support Administrative Review Summary: i.e. Citation issue date, time and reason for Administrative Review, investigation type and date processed, last date to contest the Citation, Administrative Review Disposition, the date the Disposition was entered and the date that the Disposition was mailed to Registered Owner, Protestant or Complainant.	**Critical**	**S**	Fully compliant
PC35	The system shall support and online payments made at specifiied kiosks.	**Critical**	**S**	Fully compliant
PC36	The system shall be able to research and resolve overages and shortages of all payments processed in every case to PVB's satisfaction. The system shall automatically generate an exception report for all overages and shortages by individual processor at the end of each work shift.	**Critical**	**S**	Fully compliant
PC37	The system shall prepare and retain records for every deposit processed by lockbox staff for one (1) year and thereafter stored on DVD or other City approved media.	**Critical**	**S**	Fully compliant
PC38	The system shall provide an Abandoned Vehicle Tracking Module	**Critical**	**S**	Fully compliant
PC39	The system shall provide a Residential Parking Permit Module	**Critical**	**S**	Fully compliant

Parking Citation Processing System (PCPS)				
Req #	**Description of Requirement**	**Criticality**	**Response**	**Comments**
PC40	The system shall provide an Image Management Module	**Critical**	**S**	Fully compliant
PC41	The system shall provide an Integrated Voice Response System	**Critical**	**S**	Fully compliant
PC42	The system shall provide a Pay-By-Web and Pay-By-Phone Modules	**Critical**	**S**	Fully compliant
PC43	The system shall provide a Tow Noticing Module and Parking Meter Tracking Module	**Critical**	**S**	Fully compliant
PC44	The system shall provide a Mobile License Plate Recognition (MLPR)	**Critical**	**S**	Fully compliant - the system can support MLPR systems provided by the City.
PC45	The system shall update payment data and track deposit of payments to the City's financial institution on real-time basis.	**Critical**	**S**	Fully compliant
PC46	The system shall provide a Fleet and Government Vehicle System (FGVS) that is fully integrated with the PCPS database. Each Citation record for a VLN that is part of FGVS program shall have an indicator that shows that the vehicle belongs to a FGVS Participant. The FGVS must also be able to identify VLN records that have been terminated from the program. The FGVS shall also allow on-line additions, modifications or termination of FGVS Participants and the addition or deletion of individual vehicles by PVB. When FGVS Participants are removed from the program, all normal collection initiatives shall automatically resume.	**Critical**	**S**	Fully compliant
PC47	The system shall provide a monthly notice of all Citations issued to vehicles operated by fleet companies (such as Federal Express and UPS), rental car companies (such as Enterprise and Avis) and certain City departments ("FGVS Participants").	**Critical**	**S**	Fully compliant

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	N: Feature/Function cannot be provided.

Special Collections System (SPS)				
Req #	**Description of Requirement**	**Criticality**	**Response**	**Comments**
SC.1	The system shall include the applicable software, hardware, training and technical support for a Special Collections System that provides the functionality, features and services described below. The primary functions of the SCS are: a) Out-of-State Collections b) Miscellaneous Collections c) Noticing/Processing Correspondence/Mailing functions		**S**	Fully compliant
SC.2	The system shall provide an interface between the Out-Of-State and Miscellaneous Collections Program and the PCPS that will enable disposed or non-collectible records to be identified on the PCPS system, and passed from the PCPS to the Collections Program.	**Critical**	**S**	Fully compliant
SC.3	The Contractor will be responsible for all software, hardware, installation and support required for the above (SC.2) interface. The Contractor will ensure that only authorized personnel will have access to the PCPS. The system must provide on-line updating of the PCPS for all completed transactions.	**Critical**	**S**	Fully compliant
SC.4	The system shall submit resolved collections account information back into the PCPS, so that the PVB is notified as accounts are resolved.	**Critical**	**S**	Fully compliant
SC.5	The system shall have the ability to pursue collections on vehicles not registered in the State of New Mexico on which a parking Citation has been issued in the City of Santa Fe.	**Critical**	**S**	Fully compliant
SC.6	The system shall have the ability to ensure the timely acquisition of out-of-state vehicle registration data.	**Critical**	**S**	Fully compliant
SC.7	The system shall have the ability provide comprehensive quality assurance to guarantee proper vehicle ownership identification and data integrity.	**Critical**	**S**	Fully compliant

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	N: Feature/Function cannot be provided.

Special Collections System (SPS)				
Req #	**Description of Requirement**	**Criticality**	**Response**	**Comments**
SC.8	The Out-of-State Collection System must have the ability to check record counts, edit rejects, match rates, and match failures with each request and return cycle for each state.	**Critical**	**S**	Fully compliant
SC.9	The Out-of-State Collection System must have the ability to recognize and accurately separate out-of-state registration records based on changes in ownership.	**Critical**	**S**	Fully compliant
SC.10	The Out-of-State Collection System must have the ability to maintain current and complete interface specifications.	**Critical**	**S**	Fully compliant
SC.11	The Out-of-State Collection System must have the ability to obtain the Registered Owner's name and address from the appropriate state vehicle registry.	**Critical**	**S**	Fully compliant
SC.12	The Out-of-State Collection System must have the ability to issue a Notice of Delinquent Parking Violation to the Registered Owner.	**Critical**	**S**	Fully compliant
SC.13	The Out-of-State Collection System must have the ability to issue reports to PVB to document, monitor, and control the processing of Citations issued to vehicles registered out-of-state.	**Critical**	**S**	Fully compliant
SC.14	The system shall have the ability to automatically review the PCPS database on a monthly basis and assign all Citations that meet the designated criteria as Special Collections, as part of the Miscellaneous Collections component of Special Collections.	**Critical**	**S**	Fully compliant
SC.15	The system shall have the ability to provide NDPV forms, as part of the Miscellaneous Collections component of Special Collections.	**Critical**	**S**	Fully compliant

	Response Indicators: When providing responses to the requirements in Attachment B, proposers shall use the following response indicators:
	S:Feature/Function is included in the current software release and will be implemented by the planned phase go-live date as part of the proposal from vendors in accordance with agreed upon configuration planning with the City.
	F: Feature/Function will be available in a future software release available to the City by January 1, 2017 at which point it will be implemented in accordance with agreed upon configuration planning with the City.
	C:Feature/Function is not included in the current software release, and is not planned to be a part of a future software release. However, this feature could be provided with custom modifications. All related customization costs should be indicated in Attachment C – Cost Worksheet.
	T: Feature/Function is not included in the current software release, and is not planned to be a part of a future software release. However, this feature could be provided with integration with a third-party system. This system should be specified.
	N: Feature/Function cannot be provided.

Special Collections System (SPS)

Req #	Description of Requirement	Criticality	Response	Comments
SC.16	The system shall have the ability to determine and track the proper noticing for each designated Miscellaneous Collections criteria, as part of the Miscellaneous Collections component of Special Collections.	**Critical**	**S**	Fully compliant
SC.13	The system shall have the ability to print and mail all of the notices required to support the Miscellaneous Collections Program.	**Critical**	**S**	Fully compliant
SC.14	The Contractor shall provide a toll-free 800 number for use by the public that the Contractor will answer for at least eight (8) hours-per-day during normal work hours.	**Critical**	**S**	Fully compliant
SC.15	The system shall have the capability to deposit payments made by check or money order to City's account within twenty-four (24) hours or no later than the next business day.	**Critical**	**S**	Fully compliant
SC.16	The system shall be able to provide the following reports: a) Weekly: Citation payments submitted detailing Citation number and dollar amount. b) Monthly: 1) Number of new accounts received; 2) Number of paid accounts by type of payment; 3) Number of payment reversals – subtotals by reason; 4) Number of NDPV sent during the month; 5) Number of letters sent by type; 6) Number of phone calls received; 7) Summary of account statuses; and 8) Invoice for amount owed by PVB to Proposer.	**Critical**	**S**	Fully compliant

	Response Indicators: When providing responses to the requirements in Attachment B, proposers shall use the following response indicators:
	S:Feature/Function is included in the current software release and will be implemented by the planned phase go-live date as part of the proposal from vendors in accordance with agreed upon configuration planning with the City.
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	N: Feature/Function cannot be provided.

Marketing and Revenue Generation Program				
Req #	**Description of Requirement**	**Criticality**	**Response**	**Comments**
MR.1	The Contractor shall be responsible for implementing a marketing, advertising and media program to generate revenues to PVB through notices, flyers, envelopes, internet and other electronic and hard copy materials used in the program. The Contractor will be responsible for identifying interested parties and presenting each individual initiative under the MGRP to PVB for approval prior to implementation. PVB will be solely responsible for the content, method and procedures used to implement any program associated with this section.	**Critical**	**F**	Xerox will provide a locally based advertising agency to support an advertising marketing plan. Upon request Xeroc can provide a proposal and budget for any media or branding programs that the City of Santa Fe wishes to initiate to commuicate parking program information to the public.

	Response Indicators: When providing responses to the requirements in Attachment B, proposers shall use the following response indicators:
	S:Feature/Function is included in the current software release and will be implemented by the planned phase go-live date as part of the proposal from vendors in accordance with agreed upon configuration planning with the City.
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	N: Feature/Function cannot be provided.

Noticing and Correspondence

Req #	Description of Requirement	Criticality	Response	Comments
NC.1	The system shall provide the following Citation notice functions: a) Print and mail or utilize e-mail noticing of all notices required to support the CARRS. b) Implementation of system controls to provide accurate and timely notices that incorporate industry-specific design and mailing techniques.	**Critical**	**S**	Fully complaint
NC.2	The Contractors shall be responsible for First, Second and Collection Notice Printing, Mailing and Postage Costs	**Critical**	**S**	Fully complaint
NC.3	The system shall provide for a Notice of Delinquent Parking Violation that include at least the following information: a) The procedure for challenging a parking Citation by mail; b) The address to which a payment should be mailed; c) Instructions on credit card payment options via telephone or internet; d) The date that a late penalty will be added and the amount that will be due on that date; e) The fact that the Registered Owner assumes all responsibility for making sure that the payment is received before the due date; f) Any warnings that may be appropriate and legal, which may affect Customers' credit ratings or their vehicle registration fees; g) The toll free number and hours to call for inquiries; and h) Any other information required by law.	**Critical**	**S**	Fully complaint
NC.4	The systme shall accommodate time- based as well as criteria-based selection variables to generate specific types of notices. Examples of such criteria are: Citation age, suspend status, partial payment, and returned mail status.	**Critical**	**S**	Fully complaint

	Response Indicators: When providing responses to the requirements in Attachment B, proposers shall use the following response indicators:
	S:Feature/Function is included in the current software release and will be implemented by the planned phase go-live date as part of the proposal from vendors in accordance with agreed upon configuration planning with the City.
	F: Feature/Function will be available in a future software release available to the City by January 1, 2017 at which point it will be implemented in accordance with agreed upon configuration planning with the City.
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	N: Feature/Function cannot be provided.

Noticing and Correspondence				
Req #	**Description of Requirement**	**Criticality**	**Response**	**Comments**
NC.5	The system shall check for alignment, print quality, correct form, correct run date and shall ensure that all required information is printed.	**Critical**	**S**	Fully complaint
NC.6	The system shall support an on-line, real-time review of all notice activity by type of notice.	**Critical**	**S**	Fully complaint
NC.7	The system shall provide daily and weekly management reports must be provided that tracks all notices and their reponses.	**Critical**	**S**	Fully complaint
NC.8	The system shall provide summary data for each notice run and detailed information for each notice within the preceding twelve (12) months shall be provided within one (1) working day of PVB's request.	**Critical**	**S**	Fully complaint
NC.9	The system shall provide the PVB the ability to generate daily, weekly and monthly reports of all correspondence processed by the PVB staff. The reports shall provide details of all correspondence placed on hold by each PVB employee, length of time on hold, final disposition, total number of items placed on hold and total dollar value of the items placed on hold.	**Critical**	**S**	Fully complaint

	Response Indicators: When providing responses to the requirements in Attachment B, proposers shall use the following response indicators:
	S:Feature/Function is included in the current software release and will be implemented by the planned phase go-live date as part of the proposal from vendors in accordance with agreed upon configuration planning with the City.
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	N: Feature/Function cannot be provided.

System Enhancements

Req #	Description of Requirement	Criticality	Response	Comments
SE.1	Residential Permit Parking and Auto-Chalking System	**Desired**	S	Fully compliant
SE.2	Electronic Boot Installation and Removal System	**Desired**	F	We will need to interface with the city's electronic boot program.
SE.3	Paint Shop Inventory System	**Desired**	N	This is not a core feature that we provide as part of our citation processing system solution
SE.4	Regulatory Sign Inventory System	**Desired**	N	This is not a core feature that we provide as part of our citation processing system solution
SE.5	Price Guarranty please reference 8.8	**Desired**	N	We cannot guarantee a price from an outside vendor

	Response Indicators: When providing responses to the requirements in Attachment B, proposers shall use the following response indicators:
	S: Feature/Function is included in the current software release and will be implemented by the planned phase go-live date as part of the proposal from vendors in accordance with agreed upon configuration planning with the City.
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	N: Feature/Function cannot be provided.

Interfaces

Potential Interfaces

The City has developed a list of potential interfaces for the future Parking Citation Administration and Revenue Reconciliation System (CARRS). For the purpose of this procurement, a "system interface" involves the exchange of data, in real-time or batch mode to and/or from the external system and the CARRS with automation and/or workflow without the need for manual manipulation of the data format. In special cases, where technically feasible, an interface may involve real time interaction with external system software to invoke processing on that external system for real-time viewing in the CARRS. In several instances, interfaces in this list may not be required if the future CARRS can provide needed functionality. Conversely intended replacements of existing third-party systems may be adjusted if functionality in the future CARRS is not adequate. As a result, the City has developed a list of potential interfaces for vendors to respond to so that the City may consider its future applications environment. The types of integration are:

SEND: The CARRS will only need to SEND data to the third party application.
RECEIVE: The CARRS will only need to RECEIVE date from the third party application.
BOTH: The CARRS system will need to both SEND and RECEIVE information to/from the third party application.

INT.1	City website	Desert Elements	Content I changes daily	Cloud Hosted Solution	RECEIVE	Updates to Parking Information Web Site.		Critical	Specific interface requirements are requested.	API	$3,000 - $8,000	Final pricing is subject to final specifications.
INT.2	JD Edwards EnterpriseOne		8.12	DB2	RECEIVE	CARRS receivables will be posted to the system	This system will be replaced wihin the next 24 months	Critical	Interface to JD Edwards EnterpriseOne is part of our base solution	API	Included in our base solution	Pricing for interfaces to future financial systems will be provided to the City upon request

	Response Indicators: When providing responses to the requirements in Attachment B, proposers shall use the following response indicators:
	S:Feature/Function is included in the current software release and will be implemented by the planned phase go-live date as part of the proposal from vendors in accordance with agreed upon configuration planning with the City.
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	N: Feature/Function cannot be provided.

Potential Data Conversions

The City has developed a list of potential data conversion objects as part of the future system(s) implementation. For each object, proposers should indicate the proposed approach to data conversion includes the object or not. Additional information about each source can be found on the preceding interfaces tab. The cost to convert each object should be proposed on a line item basis and totaled in Attachment C - Cost Worksheet both by Critical and Desired data conversion objects.

Req #	Data Conversion Object	Source	Quantity of Data Available in Legacy Systems	Quantity of Data Needed To Meet Data Retention Policy	City Criticality	Vendor Response	Cost to Develop to Meet Data Retention Policy "CRITICAL"	Cost to Develop to Convert all Legacy Data "DESIRED"	Vendor Comments
DC.1	Parking Citations	T2	Since 2010	2 years statute of limitations on citation data	Critical	S	Included in the eTIMS® conversion	Included in the eTIMS® conversion	Data conversion requirements are included as part of Xerox's base proposal

EXHIBIT D – Service Level Agreement

1. Data Ownership:

   The City of Santa Fe shall own all right, title and interest in its data that is related to the services provided by this contract. The Vendor shall not access City of Santa Fe User accounts, or City of Santa Fe Data, except (i) in the course of data center operations, (ii) response to service or technical issues, (iii) as required by the express terms of this contract, or (iv) at City of Santa Fe's written request.

2. Security:

   The Service Provider agrees:

   a) To maintain the hosting environment meet SSAE 16 SOC 1, SOC 2 and SOC 3 compliance.
   b) To report high severity risks to the City immediately.
   c) To allow the City of Santa Fe access to view system security logs that affect this engagement, its data and or processes. This includes the ability for the City of Santa Fe to view a report of the records that a specific user accessed over a specified period of time.

3. Public Records:

   The Vendor agrees:

   a) That the City of Santa Fe may disclose confidential information as required by the state inspection of public records act (IPRA).
   b) To comply with the state inspection of public records act (IPRA).

4. Software Features and Updates:

   The Vendor agrees:

   a) Not to re-bundle features in a manner that results in the City of Santa Fe having to purchase new software for these features.
   b) That updates to the applications and services will only be applied upon the City of Santa Fe's request and on a schedule mutually agreed upon by the parties.

City of Santa Fe, New Mexico

memo

Date: April 6, 2021

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: Brian Snyder, Engineer Supervisor BKS
BKS

RE: Approval of Governmental Project Funding Agreement with New Mexico Office of the State Engineer – Dam Safety Bureau for completion of the Nichols Dam Outlet Conduit Rehabilitation design work as it relates to dam safety in the amount of $422,167

ITEM AND ISSUE

The Water Division is working to complete the Nichols Dam outlet conduit rehabilitation design and has requested funding from New Mexico Office of the State Engineer – Dam Safety Bureau (NMOSE-DSB) to complete the dam safety related design. The Water Division requests approval of the Governmental Project Funding Agreement in the amount of $422,167.

BACKGROUND AND SUMMARY

In April 2018, the Water Division entered into an on-call engineering contract with AECOM to perform dam related services. Since April 2018, the Water Division has initiated task orders with AECOM to complete Nichols Dam evaluations, planning and design up to 60% for the outlet conduit rehabilitation. Work has included: a Semi-Quantitative Risk Analysis (SQRA) for Nichols Dam to identify and evaluate potential failure modes and to plan and prioritize dam rehabilitation and improvement work; Interim Risk Reduction Measures for Nichols Dam (initiated July 2018); Preliminary Engineering (30%) for Nichols Dam Outlet Conduit Rehabilitation (initiated February 2019); and Nichols Dam Intake Structure Evaluation (initiated June 2019); Nichols Dam geotechnical investigations and report-GDR (initiated September 2019); Probable Maximum Precipitation/Flood (PMP/PMF) analysis for Nichols Dam watershed (initiated December 2019); Nichols Dam slope stability analysis, seepage analysis, 2-D modeling, 3-D modeling and report (initiated May 2020); and 60% Nichols Dam outlet conduit design (initiated September 2020). AECOM has completed these task orders and the Water Division has submitted the results to NMOSE-DSB for review and approval.

On March 23, 2021, the Water Division requested Dam Assessment and Rehabilitation Funding from the NMOSE-DSB in the amount of $422,167 to complete dam safety related design for the Nichols Outlet Conduit Rehabilitation. This funding along with the utilization of NMOSE-DSB's existing on-call engineering contract with AECOM will: (1) Advance the Nichols Dam outlet conduit rehabilitation design from 60% to final design, (2) Initiate and complete the 401/404 permitting process, and (3) Advance the project technical specifications from 60% to final. These documents will be used in the City's Invitation to Bid (ITB) public procurement process to select a construction contractor scheduled to begin in fall/winter 2021. All design documents and technical specifications will be submitted by AECOM to the City and NMOSE-DSB for review and approval.

ACTION REQUESTED

Staff requests approval of the Governmental Project Funding Agreement with New Mexico Office of the State Engineer – Dam Safety Bureau for completion of the Nichols Dam Outlet Conduit Rehabilitation design work as it relates to dam safety in the amount of $422,167.

Signature: Brian K. Snyder
Brian K. Snyder (Apr 6, 2021 15:50 MDT)

Email: bksnyder@santafenm.gov

Signature:

Email: jdroach@santafenm.gov

Signature: Shannon Jones

Email: swjones@santafenm.gov

STATE OF NEW MEXICO
OFFICE OF THE STATE ENGINEER
GOVERNMENTAL PROJECT FUNDING AGREEMENT

THIS AGREEMENT is by and between the New Mexico Office of the State Engineer, ("Agency" or "OSE"), and the City of Santa Fe, ("Owner") (collectively, "Parties"). This Agreement shall be effective as of the date it is executed by the Agency. Both parties are agencies or political subdivisions of the State of New Mexico.

RECITALS

Whereas, pursuant to the laws of 2019, Chapter 277, Section 54, Item 2, the Legislature made an appropriation to the Agency of a certain amount of funds to plan, design, construct, rehabilitate, and make improvements to publicly owned dams statewide. From this funding the Agency has allocated $422,167.00 to perform a Final Design of the Nichols Dam Rehabilitation, Santa Fe County. The OSE will contract directly with the Engineer performing the study.

Whereas, the purpose of this agreement is to specify and delineate the responsibilities and duties of the parties hereto, for the implementation of the Final Design of the Nichols Dam Rehabilitation, hereinafter referred to as the "Project";

Whereas, the Agency is charged with regulating the safety of dams in New Mexico including Nichols Dam;

Whereas, the Owner owns, operates, and maintains Nichols Dam for the purpose of municipal water supply for the City of Santa Fe and so needs to be aware of and associated with the Project.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. Project Funding.

The Agency will fund the Final Design of the Nichols Dam Rehabilitation contracting directly with the Engineer for an amount not to exceed Four Hundred Twenty-Two Thousand One Hundred Sixty Seven Dollars ($422,167.00).

2. Project Responsibility.

The Project is the Owner's sole responsibility and nothing herein is intended to and shall not be deemed to impose upon the Agency any responsibility or liability for planning, design, construction, or future maintenance of any rehabilitation efforts that may occur as a result of the Project.

In addition, the Owner has the following responsibilities:

A. Allow access to the Project site for the Engineer and subcontractors associated with the Project.
B. Provide a timely response to all inquiries by the Agency or the Engineer.
C. Provide a timely review of all reports, studies, or other documentation associated with the Project, including but not limited to, the design and permitting documentation.
D. Agree to utilize the reports, studies, and other documentation associated with the Project in a timely fashion and in coordination with the Agency.
E. Comply with all requirements of the Agency's rules and regulations including 19.25.12 NMAC.
F. Agree that attorney fees and other administrative costs incurred by the Owner in connection with the Project shall be born solely by the Owner.
G. Obtain all federal, state, and local permits for the Project, if any.

3. Method of Payment.

A. A separate agreement will be entered into between the OSE and AECOM (the Engineer) through the Agency's on-call services contract No. 21902 currently in place. The on-call services agreement will govern payment to the Engineer. The Agency will pay the Engineer directly the agreed upon amount stated in the Task Order for the Project issued to the Engineer.
B. No payments will be made to the Owner for any costs incurred by the Owner in support of, or as a result of, the Project.

4. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL EXECUTED BY THE AGENCY. This Agreement shall terminate June 30, 2023, unless terminated pursuant to Paragraph 5 (Termination) or Paragraph 6 (Appropriations).

5. Termination.

A. The Agency shall have the right to terminate this Agreement upon written notice if, at any time, the Owner has not met the conditions identified in this Agreement. Should such termination occur, the Agency shall have the right to be reimbursed by the Owner for all funds disbursed by the Agency in the performance of this Agreement.
B. 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. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. THE PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE OTHER LEGAL

RIGHTS AND REMEDIES AFFORDED THE STATE IN SUCH CIRCUMSTANCES AS OWNER'S DEFAULT/BREACH OF CONTRACT.

6. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of the Project. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate upon written notice being given by the Agency to the Owner. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Owner and shall be final.

7. Assignment.

The Owner shall not assign or transfer any interest in this Agreement or assign any claims for money due or become due under this Agreement without the prior written approval of the Agency.

8. Records and Audit.

The Owner shall maintain, for the minimum of five years (5) or the term of the contract, all records and documents relative to the Project. These records shall be subject to inspection by the Agency and the State Auditor.

9. Release.

The Owner's acceptance of the final deliverables accepted for filing with the Agency associated with the Project under this Agreement shall operate as a release of the Agency, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Owner agrees not to purport to bind the Agency unless the Owner has express written authority to do so, and then only within the strict limits of that authority.

10. Confidentiality.

Any confidential information provided to or developed by the Owner in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Owner without the prior written approval of the Agency.

Disclosure of confidential information shall only be made in accordance with the Inspection of Public Records Act or applicable state or federal law or regulations.

11. Product of Service- Copyright.

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

12. Conflict of Interest.

The Owner represents that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Owner certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18 NMSA 1978, regarding contracting with a public officer or state employee have been followed.

13. Amendment.

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.

14. Severability.

In the event that any portion of this contract is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this contract shall remain in full force and effect.

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.

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 Owner agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Owner agrees to assure that no person in the United States shall, on the grounds of race,

religion, color, national origin, ancestry, sex, age or handicap, 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 the Owner is found to not be in compliance with these requirements during the life of this Agreement, the Owner agrees to take appropriate steps to correct these deficiencies.

18. Workers Compensation.

If applicable, the Owner agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Owner fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Agency.

19. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement.

20. Notices.

The Owner and the Agency agree that either party shall send all notices, including written decisions, related to this Agreement to the below 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.

Agency: Charles Thompson, P.E.
Dam Safety Bureau Chief
Office of the State Engineer
5550 San Antonio Dr. NE
Albuquerque, NM 87109-4127
Telephone: (505) 383-4134
Fax No.: (505) 383-4132
Email: charles.thompson@state.nm.us

Owner: Mr. Jesse Roach, P.E., PhD
Water Division Director
City of Santa Fe
801 W. San Mateo Road
Santa Fe, NM 87505
Telephone: (505) 955-4309
Email: jdroach@santafenm.gov

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date funds are encumbered by the DFA Financial Control Division.

CITY OF SANTA FE

By: _____ Date: _____
Alan Webber, Mayor

Attest:

_____
Kristine Bustos Mihelcic, City Clerk

City Attorney's Office:
Marcos Martinez
Marcos Martinez (Apr 6, 2021 15:57 MDT)
_____
Senior Assistant City Attorney

Approved for Finances:

_____
Mary McCoy, Finance Director

OFFICE OF THE STATE ENGINEER

By: _____ Date: _____
John D'Antonio, Jr., P.E., State Engineer

Approved as to Agency budget sufficiency:

By: _____ Date: _____
Jeff Primm, Director
Administrative Services Division

Approved as to legal form and sufficiency

By: _____ Date: _____

_____
OSE Legal Counsel

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3202629**

Contractor: **NM Office of the Sate Engineer**

Description: **Joint Funding Agreement**
AECOM Contract
Nichols Dam Outlet Conduit Rehabilitation

Contract ☐ Agreement ☑ Lease / Rent ☐ Amendment ☐

Term Start Date: **upon approval** Term End Date: **6/30/23**

☑ Approved by Council Date: **Pending**

Contract / Lease: Agreement

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☑ Approved by Council Date: _____

Amendment is for:

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

3. **Procurement History:** **Agreement for Cooperative work with States, counties and municipalities**

Fran Dunaway (Apr 20, 2021 14:00 MDT) Apr 20, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: Joint funds agreement with OSE 13-1-98 A.

4. **Funding Source:** **n/a** **Org / Object:** **n/a**

Alexis Lotero (Apr 20, 2021 13:34 MDT) Apr 20, 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: NM Office of the Sate Engineer

Procurement Title: Joint Funding Agreement Between States, counties and municipalities

Procurement Method: State Price Agreement ☐ *Cooperative* ☐ *Sole Source* ☒ *Other GOVERNMENTAL Joint Funding Agreement*

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

Department Requesting PUD Staff Name Brian Snyder

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
x	☐	Approved Procurement Checklist (by Purchasing)
x	☐	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
☐	☒	State Price Agreement
	☒	RFP
☐	☒	Evaluation Committee Report
☐	☒	ITB
☐	☒	Bib Tab
☐	☒	Quotes (3 valid current quotes)
x	☐	Cooperative Agreement Governmental Joint Funding Agreement
☐	☒	Sole Source Request and Determination Form
☐	☒	Contractors Exempt Letter
☐	☒	Purchasing Officers approval for exempt procurement
	☒	BAR
☐	☒	FIR
x	☐	Executed Contract, Agreement or Amendment
	☒	Current Business Registration and CRS numbers on contract or agreement
☒	☐	Summary of Contracts and Agreements form
	☒	Certificate of Insurance
☐	☒	All documentation presented to Committees
☐	☐	Other: _____

Brian K. Snyder, Engineering Supervisor Brian K. Snyder (Apr 7, 2021 13:18 MDT) 4/7/21

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

Fran Duraway (Apr 20, 2021 14:00 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.

*

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 04/19/21
FOR CITY COUNCIL MEETING OF 04/28/21

b) Request for Approval of NMDOT Cooperative Agreement in the Amount of $900,000 Terminating on October 30,2022 to Construct S100660 Canada Rincon Trail from Calle Mejia to Camino Francisca / Avenida Rincon project. (Romella Glorioso-Moss, PW Project Administrator, rsglorioso-moss@santafenm.gov, 505-955-6632)

1) Request for Approval of BAR (Budget Adjustment Request) to Budget NMDOT Grant Funding in the Amount of $768,960.00

Committee	**Schedule**:
Finance Committee:	04/19/2021
Public Works & Utilities Committee:	04/26/2021
Governing Body: 04/28/2021	

FINANCE COMMITTEE ACTION:

Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

City of Santa Fe, New Mexico

memo

Date: **March 19, 2021**

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

Via: Regina Wheeler (Mar 23, 2021 12:12 MDT)

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

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

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

Public Works – Roadway and Trails
Department respectfully request exempt determination to be approved by the City's CPO, Fran Dunaway. The Memo of Agreement is between New Mexico Department of Transportation and City of Santa Fe Public Works Department

City of Santa Fe follows the New Mexico State Procurement code.

A. *procurement of items of tangible personal property or services by a state agency or a local public body from a state agency, a local public body or external procurement unit except as otherwise provided in Sections 13-1-135 through 13-1-137 NMSA 1978;*

Amount: $ 900,000.00

Term: 10/30/2022

Approved Exemption

Fran Dunaway (Apr 6, 2021 10:31 MDT)

Fran Dunaway, Chief Procurement Officer

City of Santa Fe, New Mexico

memo

Date: March 23, 2021

To: Governing Body

Via: Regina Wheeler (Mar 23, 2021 12:12 MDT)

Regina Wheeler, Public Works Department Director
Javier Rosado, P.E. Engineering Division Director Javier Rosado (Mar 23, 2021 10:20 MDT)

From: Romella Glorioso-Moss, Public Works Project Administrator

Subject: NMDOT Cooperative Agreement - S100660 Canada Rincon Trail

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ITEM AND ACTION:

Approval of NMDOT Cooperative Project Agreement to Construct S100660 "Canada Rincon Trail from Calle Mejia to Camino Francisca/Avenida Rincon" project.

ITEM A: Request for Approval of Cooperative Project Agreement CN S100660 "Canada Rincon Trail from Calle Mejia to Camino Francisca/Avenida Rincon" with NMDOT in the amount of $900,000.00 terminating on October 30, 2022.

ITEM B: Request for Approval of BAR to Budget NMDOT Grant Funding of $768,960.

BACKGROUND AND SUMMARY:

The City has received funding from the Federal Highway Administration's Transportation Alternative Small Urban Funds for $900,000 to construct the Canada Rincon Trail – a 0.38 mile connection from Calle Mejia to Camino Francisca/Avenida Rincon.

This project, which was initiated in 2015 and is in Santa Fe Metropolitan Transportation Plan priority projects since 2012, will improve the overall connectivity within the City's non-motorized urban trail/on-street system. The proposed trail would provide for direct and permanent access between the existing trials/on-street network lying to the north of Camino Francisca and destinations to the south (downtown, River Trail etc.).

The engineering design plan which was completed in 2017 is being updated to comply with the federal regulations. The final design (plans, specifications and estimates) is anticipated to be submitted to NMDOT for review in May 2021. We anticipate to bid this project by June 2021 and start construction soon after.

As specified in the attached Cooperative Project Agreement NMDOT's share is $768,960 (85.44%) while the City's share is $131,040 (14.56%). Since this project is prioritized for funding in the City's Impact Fees Capital Improvement Plan 2021-2027, upon Council's approval of the attached Agreement, Staff will request the Capital Improvement Advisory Committee (CIAC) to allocate the City share of $131,040.

This agreement will terminate on October 30, 2022. The MUNIS contract number is 3202591

ATTACHMENTS:
Cooperative Project Agreement
Budget Adjustment Resolution (BAR)
Exemption Determination Request
Summary of Contracts
Procurement Checklist

Contract No.:	
Vendor No.:	**0000054360**
Control No.:	**S100660**

COOPERATIVE PROJECT AGREEMENT – CONSTRUCTION

The **New Mexico Department of Transportation** (Department), and the City of Santa Fe (Local Agency) enter into this Agreement for Federal Highway Administration (FHWA) funding under NMSA 1978, Section 67-3-28. This Agreement for Project Control No.: S100660 is effective as of the date of the last party to sign it on the signature page.

1. Funding and Project Description.

a. Funding for Construction Work is as follows:

1. **FFY 2021 TRANSP. ALT. SMALL URBAN(TAPS) Funds**
   Department's 85.44% share $768,960
   Construct Canada Trail Connection .38 mile Calle Mejia to Camino Francisca Streets.(Description as per STIP database, this agreement only pertains to the Construction Work portion of Project Control No. S100660.)
2. **City's matching 14.56% share** $131,040
   For the purpose stated above.
3. **The Total Project Funding for Construction Work** $900,000

b. Attached as Exhibit A is a table of data on funding as required by 2 CFR 200.331.

c. The Local Agency shall provide all the work, labor, materials and services necessary to perform the Project.

d. The Local Agency is responsible for all Project costs that exceed federal funding.

e. The Local Agency must repay certain federal funding to the Department if:

1. The Project is cancelled.
2. An audit determines an overpayment or federal funds were used for ineligible cost items.
3. The construction of a road on a right-of-way acquisition is not undertaken within twenty (20) years after the fiscal year in which the funds are authorized.
4. Acquisition of right-of-way or construction of the road for a preliminary engineering project is not undertaken within ten (10) years following the fiscal year in which the project is authorized.

The Local Agency must repay or establish a repayment plan for the federal funds within forty-five (45) days of notice from the Department.

2. Payment – Reimbursement.

The Department will reimburse the Local Agency upon receipt of reimbursement requests with supporting documentation and certification that costs have been incurred. Reimbursement requests may be submitted monthly or, at a minimum, quarterly. Expenses that are documented and determined to be eligible under 2 CFR Part 200 will be reimbursed based on the Local Agency's required Match. The final Project payment request must be submitted within thirty (30) calendar days of completion of (a) the PS&E package or (b) final payment to the contractor for Construction or Project Work and (c) prior to termination of this Agreement. The Department will not reimburse the Local Agency for costs incurred (a) prior to obligation of federal funding and the effective date of this Agreement; (b) after expiration of this Agreement; or (c) in excess of the federal funding identified in Section 1.

3. Federal, State and Department Requirements.

By entering into this Agreement, the Local Agency certifies and agrees to comply with the terms and conditions as set forth in:

a. Title 23, U.S. Code Highways and its associated regulations
b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. See Exhibit B.
c. 49 CFR Part 29, Governmentwide Debarment and Suspension (Nonprocurement) and Governmentwide Debarment and Suspension (Grants) and Certification
d. 49 CFR Part 20, Lobbying Certification
e. The Department's policies and standards
f. The current Tribal/Local Government Handbook located at: http://dot.state.nm.us/content/dam/nmdot/TLPA/TLPA_Handbook_Final_Version_3-4-2019.pdf
g. The Federal Funding Accountability and Transparency Act (FFATA) and certain contracting requirements in regard to Office of Inspector General Reviews as identified on Exhibit B.

4. Term.

This Agreement becomes effective upon signature of all parties. The effective date is the date when the last party signed the Agreement on the signature page. This Agreement terminates on **10/30/2022.** If a contract term extension is needed, the Local Agency must provide written request to the Region or District T/LPA Coordinator sixty (60) days prior to the expiration date to ensure timely processing of an Amendment. The Region or District will then have two weeks to submit to Project Oversight Division to ensure timely processing of an Amendment.

5. Termination.

The Department may terminate this agreement and request repayment under Section 1e above for the following reasons:

a. Failure to timely contract: The Local Agency, under a Design Agreement, must enter into a written agreement with an engineering consultant within three (3) months from the effective date this Agreement.
b. Inactivity: If there is no Project expenditures for twelve (12) consecutive months.
c. Failure to comply: If the Local Agency fails to comply with any provision of this Agreement.
d. Local Agency's Request: The Local Agency may seek termination in a writing to the Department, which will be fully considered.

6. Third Party Beneficiary.

This Agreement does not confirm any rights or remedies on anyone other than the Department and the Local Agency. The Department is not a party to any agreement between the Local Agency and a Project contractor at any tier.

7. New Mexico Tort Claims Act.

Neither party is responsible for liability incurred as a result of the other party's acts or omissions. Any liability incurred is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq. This paragraph is intended only to define the liabilities between the parties and it is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act.

8. Appropriation.

The terms of this Agreement are contingent upon sufficient appropriations and authorizations from the New Mexico Legislature or the United States Congress when federal funds are involved. If sufficient appropriations and authorizations are not made, this Agreement terminates immediately upon written notice from the Department. The Department is not committed to expenditure of funds until they are programmed, budgeted, obligated by FHWA, encumbered, and approved for expenditure. The Department's decision on whether funds are sufficient is final.

9. Scope of this Agreement.
This Agreement constitutes the entire Agreement between the Parties. Any claimed covenant, term, condition, warranty or promise of performance not included in this document or its amendments, is not part of this Agreement and not enforceable. Performance of all duties and obligations must conform with and must not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

10. Severability.
In the event that any portion of this Agreement is determined to be void, unconstitutional, or unenforceable, the remainder of this Agreement remains in full force and effect.

11. Principal Contacts and Notices.
The principal contacts for this Agreement are listed below. Except as otherwise specified, all notices must be in writing and must be given to the principal contacts listed below.

Region T/LPA Coordinator
Sharon R. Cruz
North Region T/LPA Coordinator
New Mexico Department of Transportation
P.O. Box 1149, Room 203
Santa Fe, NM 87504
Office: 505-221.8220
E-mail: Sharonr.Cruz@state.nm.us

District T/LPA Coordinator
James Mexia, P.E.
T/LPA Coordinator
New Mexico Department of Transportation
P.O. Box 4127
Santa Fe, NM 87502
Office: 505-231-1139
E-mail: James.Mexia@state.nm.us

Construction Liaison Engineer
Eunice Cazares de Bravo
T/LPA Construction Liaison Engineer
New Mexico Department of Transportation
1570 Pacheco St., STE. A10
Santa Fe, New Mexico
Office: 505-321-8380
E-mail: eunice.cazares@state.nm.us

Local Agency
Romella Glorioso-Moss
Projects Administrator
City of Santa Fe
P.O. Box 909
Santa Fe, New Mexico 87504
Office: 505-955-6623
E-mail: rsglorioso-moss@santafenm.gov

12. Amendment.
The terms of this Agreement may be amended by an instrument in writing executed by the parties.

The remainder of this page in intentionally left blank.

In witness whereof, each party is signing this Agreement on the date stated opposite of that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____ Date: _____
Cabinet Secretary or Designee

Reviewed and Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: Aaron Frankland, Deputy General Counsel Date: Mar 5, 2021
Aaron Frankland, Deputy General Counsel (Mar 5, 2021 17:48 MST)
Assistant General Counsel

CITY OF SANTA FE

By: _____ Date: _____
Mayor

ATTEST

By: _____ Date: _____
CITY OF SANTA FE Clerk

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

By: Marcos Martinez Date: Mar 15, 2021
Marcos Martinez (Mar 15, 2021 08:41 MDT)
CITY OF SANTA FE Attorney

APPROVED:

_____
MARY MCCOY, FINANCE DIRECTOR
CITY OF SANTA FE

Date: _____

EXHIBIT A

2 CFR 200.331 Requirements

Federal Award Identification.

(i) Public Entity name (which must match the name associated with its unique entity identifier);	**City of Santa Fe**
(ii) Public Entity's unique entity identifier (DUNS);	**069420818**
(iii) Federal Award Identification Number (FAIN);	**Please see approved Federal Highway form.**
(iv) Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;	**Please see date on approved Federal Highway form.**
(v) Cooperative Project Agreement(Construction) Period of Performance Start and End Date;	**Please see date on approved Federal Highway form thru 10/30/2022 (End Date).**
(vi) Amount of Federal Funds Obligated by this action by the pass-through entity to the Public Entity;	**$768,960**
(vii) Total Amount of Federal Funds Obligated to the Public Entity by the pass-through entity including the current obligation;	**This award is in addition to any previous awards received by sub-recipient from NMDOT.**
(viii) Total Amount of the Federal Award committed to the Public Entity by the pass-through entity;	**The total amount of this award is in addition to any previous awards received by sub-recipient from NMDOT.**
(ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	**Federal Highway Administration (FHWA)**
(x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity;	**FHWA, New Mexico Department of Transportation** **Sean Sandoval - 505 -660-6102, Sean.Sandoval@state.nm.us** **P.O. Box 1149 Santa Fe, NM 87501-1149**
(xi) CFDA Number and Name;	**20.205- Highway Planning & Construction**
(xii) Identification of whether the award is R&D; and	**No R&D**
(xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).	**N/A**

EXHIBIT B

Uniform Administrative Requirements and Audit
23 CFR 200, Uniform Administrative Requirements, Cost Principals, and Audit Requirements for Federal Awards, applies to each non-profit organization, each institution of higher education, and local governments as a whole when they or one of their departments receives federal funds. 2 CFR § 200 is formally OMB Circular A-133. Any non-profit organization, institution of higher education, or local government spending more than $750,000 in federal funds from all sources within a 12-month period must have an audit performed on the use of the funds. The Department defines the 12-month period as July 1 to June 30.

Federal Funding Accountability and Transparency Act (FFATA).
The FFATA requires full disclosure to the public of all entities or organizations receiving federal funds. Central to this law is www.USASpending.gov, a publically available website with searchable information on each federal grant and contract over $25,000. In addition, the Federal Subaward Reporting System (FSRS), www.FSRS.gov, was developed for reporting on executive compensation and first-tier subawards. The Local Agency is required to register with the US Contractor Registration (System for Award Management [SAM] System) and get a Data Universal Number System (DUNS) number. The Local Agency is responsible for providing their executive compensation and subaward information to the Department for entry into FSRS.gov. The Department is responsible for providing award information to USASpending. The type of information reported includes:

- Name of Local Agency receiving the award
- Amount of Award
- Funding Agency
- NAICS code for contracts or the Catalog of Federal Domestic Assistance program number for grants
- Program source
- Award title descriptive of the purpose of the funding action
- Location of the Local Agency, including the Congressional District
- Place of performance of the program or activity, including the Congressional District
- DUNS number of the Local Agency and its parent organization, if one exists
- Total compensation – If the Local Agency in the preceding year received eighty (80) percent or more of its annual gross revenues in federal awards, which exceeds $25 million annually, and the public has no access to this information under the Securities Exchange Act or the Internal Revenue Code, then the names of the top five executives of the Local Agency are also required to comply with the FFATA.
- The Department will extract as much information as possible from the Local Agency's grant application and standard reports.

Office of Inspector General Review
The Local Agency, when procuring services, shall provide to all bidders the reporting and oversight requirements that they are bound to from the time of bid submission. The following provisions must be included in all prime contracts, subcontracts, and other contracts for services for a federally-funded project:

1. **Inspector General Reviews**: Any Inspector General of a federal department or executive agency shall review, as appropriate, any concerns raised by the public about specific investments using federal funds. Any findings of such reviews not related to an ongoing criminal proceeding shall be relayed immediately to the New Mexico Department of Transportation or the agency concerned.
2. **Access of Offices of Inspector General to Certain Records and Employees**: With respect to each contract or grant awarded using federal funds, any representative of an appropriate Inspector General

appointed under the Inspector General Act of 1978, 1,5 USC App. 3 and specifically § 8G, 5 USC App. 3 (2014) is authorized to examine any records of the contractor or grantee, any of its subcontractors or sub-grantees, or any state or local agency administering such contract, that pertain to, and involve transactions relating to, the contract, subcontract, grant, or sub-grant; and to interview any officer or employee of the contractor, grantee, sub-grantee, or agency regarding such transactions. In addition, the Local Agency should do the following:

a. Allow access by the Government Accountability Office Comptroller General and his representatives to examine any records of the contractor or any of contractor's subcontractors, or any state or local agency administering such contract that directly pertain to, and involve transactions relating to, the contract or subcontract
b. Allow the Comptroller General and his representatives to interview any officer or employee of the contractor or any of contractor's subcontractors, or of any state or Local Agency administering the contract, regarding such transactions

Nothing in this section shall be interpreted to limit or restrict in any way any existing authority of an Inspector General. The Department's Office of Inspector General (OIG) has the authority to carry out all duties required. The duties are the same as those specified in Federal Law: OIG, 23 USC § 302 (1998) (the capability to carry out the duties required by law); 23 USC § 112(2) (2012) (contracting for engineering and design services); the review of Federal-aid construction contract.

S100660 Construction Agreement

Final Audit Report 2021-03-06

Created:	2021-02-23
By:	Alexis Perry-Vigil (Alexis.Perry@state.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAVbTUspFzBvBS8-iXjBRL69uiu2BP8Y0L

"S100660 Construction Agreement" History

Document created by Alexis Perry-Vigil (Alexis.Perry@state.nm.us)
2021-02-23 - 11:22:35 PM GMT- IP address: 174.62.11.113

Document emailed to Aaron Frankland, Deputy General Counsel (aaron.frankland@state.nm.us) for signature
2021-02-23 - 11:23:38 PM GMT

Email viewed by Aaron Frankland, Deputy General Counsel (aaron.frankland@state.nm.us)
2021-02-25 - 4:33:55 AM GMT- IP address: 45.41.142.192

Document e-signed by Aaron Frankland, Deputy General Counsel (aaron.frankland@state.nm.us)
Signature Date: 2021-03-06 - 0:48:23 AM GMT - Time Source: server- IP address: 73.127.209.57

Agreement completed.
2021-03-06 - 0:48:23 AM GMT

Adobe Sign

EXHIBIT B

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	3/19/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP Construction	3309980	572970	GO18355BW	768,960	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
NMDOT	3309980	490150		(768,960)	
				$ -	$ -

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

To budget for Acequia Trail from Rufina to San Felipe NMDOT State Appropriation of $256,320.

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

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

Romella Glorioso-Moss 3/19/2021
Prepared By *{print name}* Date

Javier Rosado
Javier Rosado (Mar 23, 2021 10:20 MDT)
Division Director Signature *{optional}* Date

Regina Wheeler (Mar 23, 2021 12:12 MDT)
Department Director Signature Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

AJH
AJH (Apr 5, 2021 17:32 MDT)
Budget Officer Date

Finance Director *{≤ $5,000}* Date

City Manager *{≤ $60,000}* Date

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: New Mexico Department of Transportation

Procurement Title: S100660 Canada Rincon Trail Cooperative Project Agreement - Construction

Procurement Method: State Price Agreement ☐ Cooperative ☐ Sole Source ☐ Other ☑

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

Department Requesting Public Works Staff Name Romella Glorioso-Moss

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☑	☐	Approved Procurement Checklist (by Purchasing)
☑	☐	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
☐	☑	State Price Agreement
☐	☑	RFP
☐	☑	Evaluation Committee Report
☐	☑	ITB
☐	☑	Bib Tab
☐	☑	Quotes (3 valid current quotes)
☑	☐	Cooperative Agreement
☐	☑	Sole Source Request and Determination Form
☐	☑	Contractors Exempt Letter
☐	☑	Purchasing Officers approval for exempt procurement
☑	☐	BAR
☐	☑	FIR
☐	☑	Executed Contract, Agreement or Amendment
☐	☑	Current Business Registration and CRS numbers on contract or agreement
☑	☐	Summary of Contracts and Agreements form
☐	☑	Certificate of Insurance
☐	☑	All documentation presented to Committees
☐	☑	Other:

Romella Glorioso-Moss — Project Administrator — 03/19/2021

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

Fran Delaway (Apr 6, 2021 [illegible] 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.

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3202591**

Contractor: **New Mexico Department of Transportation**

Description: **Construction of Project Control No. S100660 Canada Rincon Trail from Calle Mejia to San Francisca Streets. NMDOT's portion is $768,960 while City match is $131,040.**

Contract ☐ Agreement ☉ Lease / Rent ☐ Amendment ☐

Term Start Date: _____ Term End Date: **10/30/2022**

☑ Approved by Council Date: **Pending**

Contract / Lease:

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

Amendment is for:

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

3. **Procurement History:**

Fran Delaway (Apr 6, 2021 8:31 MDT) — Apr 6, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: Exempt 13-1-98 A. & City of SF Procurement Manual IV. 1 entity to entity

4. **Funding Source:** **3309980** **Org / Object:** **3309980.572970**

Alexis Lotero (Apr 5, 2021 17:40 MDT) — Apr 5, 2021

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: **Romella Glorioso-Moss** Phone # **X6623**

Email: **rsglorioso-moss@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

NMDOT - Cooperative Agreement & BAR Packet

Final Audit Report 2021-03-23

Created:	2021-03-23
By:	Amanda Archuleta (ajarchuleta@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAi_BEwueimW2WU0WBYdtuJmxKjZ1Oc2kN

"NMDOT - Cooperative Agreement & BAR Packet" History

Document created by Amanda Archuleta (ajarchuleta@ci.santa-fe.nm.us)
2021-03-23 - 4:08:37 PM GMT- IP address: 63.232.20.2

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2021-03-23 - 4:10:49 PM GMT

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2021-03-23 - 4:18:22 PM GMT- IP address: 104.47.65.254

Document e-signed by Javier Rosado (jhrosado@santafenm.gov)
Signature Date: 2021-03-23 - 4:20:40 PM GMT - Time Source: server- IP address: 63.232.20.2

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City of Santa Fe, New Mexico

memo

Date: April 14, 2021

To: Community Development Commission public meeting (April 21, 2021)
Finance Committee public meeting (May 3, 2021)
Quality of Life Committee public meeting (May 5, 2021)
Santa Fe City Council public hearing (May 12, 2021)

AGL

From: Alexandra Ladd, Director, Office of Affordable Housing

Re: Approval of the 2021-22 CDBG Annual Action Plan

ACTION REQUESTED

Review and recommend approval of the 2021-22 Annual Action Plan for submittal to the Department of Housing and Urban Development.

BACKGROUND

CDBG is the Community Development Block Grant Program funded by the U.S. Department of Housing and Urban Development (HUD). The CDBG Program provides an annual allocation of funds to local governments for a wide-range of eligible housing and community development activities. The City of Santa Fe, along with over 1,100 other cities in the country, is an "entitlement city" which means it automatically receives the federal money based on a formula that takes into consideration the community needs, including the extent of poverty, population, housing overcrowding, age of housing and population growth in relationship to other metropolitan areas.

ITEM AND ISSUE

The Community Development Commission is tasked with setting funding priorities, reviewing requests for housing funding, including CDBG and Affordable Housing Trust Fund (AHTF) funds and making initial recommendations to the Governing Body for projects and funding amounts. The CDBG-funded projects are described in the Annual Action Plan and submitted to the Department of Housing and Urban Development (HUD) 45 days prior to the start of the upcoming program year (beginning July 1, 2021).

The CDBG entitlement grant amount awarded to the City for the upcoming program year (2021-22) is $614,044. Administration costs are calculated at 20% of the grant amount ($122,809). Additionally, prior program year funds were reprogrammed in the amount of $64,832.

Projects proposed to receive CDBG funding in 2021-22 include: Mortgage principal reduction assistance for home purchase - $300,000 (Homewise Inc.); home repair, including emergency repair - $100,000 (Santa Fe Habitat for Humanity); facility improvements - $63,961 (St. Elizabeth Shelter); and public services (Santa Fe Public Schools Adelante Program – $20,106, Interfaith Community Shelter - $32,000, Youth Shelters and Family Services - $20,000, and Coming Home Connection - $20,000).

The CDBG Public Participation Plan, as approved by HUD, requires that Santa Fe residents be given adequate time to review the City's use of CDBG funds. The City complies with the HUD-mandated public comment period by making the Plan available for public review and soliciting comment. This public review period for the 2021-2022 Action Plan will be from April 12 – May 12. Due to the restrictions of the global pandemic, the Plan is available via website link: https://www.santafenm.gov/hudrequiredreportingandplans. Also available is a Spanish translation of the Executive Summary of the Annual Action Plan. In addition to attending public committee meetings, members of the public are invited to participate at a public hearing during the May 12 City Council meeting. Residents are also encouraged to respond to a brief survey, located at: https://www.santafenm.gov/affordable_housing.

SUMMARY OF PUBLIC PARTICIPATION:

- Annual Plan posted on City's website for comment (April 12 – May 12, 2021)
- Online survey link posted on City's website for distribution
- Community Development Commission public meeting (April 21, 2021)
- Finance Committee public meeting (May 3, 2021)
- Quality of Life Committee public meeting (May 5, 2021)
- The Santa Fe City Council public hearing (May 12, 2021)

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ANNUAL ACTION PLAN

July 1, 2021 – June 30, 2022

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SUBMITTED BY:

City of Santa Fe
Office of Affordable Housing
P.O. Box 909
200 Lincoln Avenue, Room 314
Santa Fe, New Mexico 87504
Phone # (505) 955-6607

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

This document represents a draft of the Annual Action Plan for the City of Santa Fe for program year 2021-2022. The Annual Action Plan is required of any city, county or state that receives federal block grant dollars for housing and community development funding from the U.S. Department of Housing and Urban Development (HUD). The City is an entitlement city and receives an annual grant from the Community Development Block Grant (CDBG) program.

For the 2021-22 program year, HUD has entitled $614,044 in CDBG entitlement funding, of which 20% ($122,809) is set aside for administrative costs. Additionally, the City proposes to reprogram $64,832 of unspent funds from prior year projects for a total funding amount of $678,876. To further complement CDBG funds, the City has also made available local funds from its Affordable Housing Trust Fund (AHTF) in the amount of $1,200,000.

This Plan is one of the three components required by HUD to be submitted on an annual basis:

- **Consultation and Citizen Participation:** the process through which the grantee engages the community in developing and reviewing the plan as well as consulting with partner stakeholders in the implementation of programs. This process is required annually as part of the Annual Action Plan.
- **Annual Action Plan:** submitted to HUD at the beginning of each funding cycle, the AAP provides a concise summary of the actions, activities, and specific federal and non-federal resources that will be used each year to address the priority needs and specific goals identified in the Consolidated Plan.
- **Consolidated Annual Performance and Evaluation Report (CAPER):** the annual report submitted to HUD in which grantees report accomplishments and progress toward meeting Consolidated Plan goals in the prior year.

2. Summarize the objectives and outcomes identified in the Plan

The City of Santa Fe's focus over the next year is to prioritize offsetting the impacts of the Covid-19 global pandemic, related to keeping people housed and getting them rehoused if they've lost housing. In addition, CDBG funds will be used to improve and sustain affordable housing, rental, homeownership, and economic opportunities for low- to moderate-income

households in Santa Fe, as well as to address the needs of those experiencing homelessness or at risk of becoming homeless. The City will accomplish this by administering program funds to service providers, supporting collaboration and strategically applying resources to community needs.

HUD identifies three sets of planning objectives and three sets of activity outcomes to guide the Consolidated Plan planning process. All goals are expected to relate directly to these objectives and outcomes as illustrated in the following Goals Table.

Planning objectives include:

- **Creating Suitable Living Environments (SL) –** relates to activities that are designed to benefit communities, families, or individuals by addressing issues in their living environment. This objective relates to activities that are intended to address a wide range of issues faced by low- and moderate-income persons, from physical problems with their environment, such as poor quality infrastructure, to social issues such as crime prevention, literacy, or elderly health services.
- **Providing Decent Housing (DH)** – covers the wide range of housing activities that could be undertaken with CDBG funds. This objective focuses on housing activities whose purpose is to meet individual family or community housing needs. It does not include programs where housing is an element of a larger effort to make community-wide improvements, since such programs would be more appropriately reported under Suitable Living Environments.
- **Creating Economic Opportunities (EO)** – applies to activities related to economic development, commercial revitalization, or job creation.

HUD-mandated outcomes include:

- **Availability/Accessibility** – applies to activities that make services, infrastructure, public services, public facilities, housing, or shelter available or accessible to low- and moderate-income (LMI) people, including persons with disabilities. In this category, accessibility does not refer only to physical barriers, but also to making the basics of daily living available and accessible to LMI people where they live.
- **Affordability** – applies to activities that provide affordability in a variety of ways to LMI people. It can include the creation or maintenance of affordable housing, basic infrastructure hook-ups, or services such as transportation or day care. Affordability is an appropriate objective whenever an activity is lowering the cost, improving the quality, or increasing the affordability of a product or service to benefit a low-income

household. (For instance, a low interest loan program might make loans available to low- and moderate-income microenterprise businesses at 1% interest, which is far below the market rate. This program lowers the cost of the loan, enabling entrepreneurs to start businesses. As a result, the program makes financing more affordable. Another example might be a subsidized day care program that provides services to low- and moderate-income persons/families at lower cost than unsubsidized day care.)

- **Sustainability** – applies to activities that are aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to persons of low- and moderate-income or by removing or eliminating slums or blighted areas, through multiple activities or services that sustain communities or neighborhoods.

3. Evaluation of past performance

The following bullets outline progress in meeting goals identified in the 2018-2022 Consolidated Plan, almost all of which were met, or exceeded. These achievements are a testament to the strong partnerships the City supports with its nonprofit providers and subrecipient contractors.

- The City's goal for **emergency shelters and permanent supported rental housing** as outlined in the 2018-2022 Consolidated Plan was to provide 33 permanent beds and/or longer-term units per year. To date, during the current program year, AHTF funds were used to support rental vouchers and emergency utility assistance provided by The Santa Fe Recovery Center, SFPS Adelante, and YouthWorks, serving 87 Extremely Low Income (ELI) individuals experiencing homelessness or at risk of homelessness in the community. Additionally, CDBG funds continue to support essential services and shelter beds during the program year. To date, the Interfaith Women's Summer Safe Haven, which served both men and women this summer due to the global pandemic conditions, sheltered 100 individuals. Youth Shelters and Family Services (YSFS) provided services through its Emergency Shelter for children and youth, with 12 beds and its Cold Weather Shelter, with 8 beds, served 30 young people. Additionally, Adelante's School Liaison Program assisted 721 students and their families who are currently experiencing homelessness with referral, resources, food, clothing and other supports.
- The City's goal for **rental housing** as stated in the 2018-2022 Consolidated plan was to serve renters earning less than 60 percent of Santa Fe's Area Median Income (AMI). During the 2020-21 program year, the City allocated Affordable Housing Trust Fund (AHTF) and Community Development Block Grant (CDBG) funds to rental facility improvements as well as to support services focused on the homeless, those in danger of becoming homeless, and very low-income renters. To date this year, more than 109

families were assisted (30-Adelante, 44-Santa Fe Recovery, 35-YouthWorks) and rental assistance (including utilities, rental arrears and rent) was provided to 41 households, benefiting 117 individuals by the NM Coalition to End Homelessness.

- City's goal for **home ownership housing** as outlined in the 2018-2022 Consolidated Plan was to provide comprehensive assistance to low-to-moderate-income homebuyers in the form of mortgage principal reduction assistance to an average of 10 households annually. To date during the 2020-21 program year, five (5) households have been served (4-Homewise, Inc., 1-The Santa Fe Community Housing Trust) with CDBG-funded mortgage principal reduction assistance and three households served (2-Santa Fe Habitat For Humanity, 1-The Housing Trust) with AHTF-funded mortgage principal reduction assistance.

4. Summary of Citizen Participation Process and consultation process

The City of Santa Fe's community participation process focuses upon meaningful engagement of residents and stakeholders representing local organizations and coalitions. However, public outreach for the 2021 plan has been modified in response to the State's declaration of a Public Health Emergency, the Mayor's Proclamation of Emergency, and the limits on the numbers of people who can gather in public. All City Committees, including the Governing Body meetings were not be held in person but via Zoom meeting. Links to the City's broadcast channels are provided each week on the meeting agenda, accessible through the City's weekly meeting list. The public meeting schedule for the plan is as follows:

- Annual Plan posted on City's website for comment (April 12 – May 12, 2021)
- Finance Committee public meeting (May 3, 2021)
- Community Development Commission public meeting (April 21, 2021)
- Quality of Life Committee public meeting (May 5, 2021)
- The Santa Fe City Council public hearing (May 12, 2021)

The meetings can be made accessible to people with disabilities, including sign language interpretation with prior notice to the City Clerk's office. The meetings are also publicized in Spanish. The public hearing at the May 12 City Council meeting will be streamed on the City's YouTube channel, broadcast on KSFR 101.1 and the public can make comments via Zoom during the meeting or prior to the meeting via email.

Methods of engagement. Engagement methods include opportunities for residents and stakeholders to participate in the development of planning strategies. Stakeholders are consulted and public is invited to comment on the AAP and proposed use of funds as

participants at virtual public meetings, by reviewing an electronic copy of the plan, and responding to a survey link on the City's website.

Public outreach is promoted through the City of Santa Fe and individual Council members' Facebook pages. Media relations included a press release to local media and postings on the city's website.

Partner outreach. Local stakeholders, including organizations, agencies and coalitions, promote the outreach efforts directly to their members, residents, consumers and clients. In addition to lending their subject-matter expertise, participating organizations promoted resident engagement opportunities to recruit focus group participants and encourage residents to participate in the community meeting events.

5. Summary of public comments

This section will be updated at the conclusion of the public comment period.

6. Summary of comments or views not accepted and the reasons for not accepting them

This section will be updated at the conclusion of the public comment period.

7. Summary of Proposed Projects

Over the next program year, the Office of Affordable Housing will continue to work on strategies that prevent the most vulnerable City residents from falling into cycles of poverty and chronic homelessness, particularly as a result of the COVID-19 pandemic. Available resources will be deployed as quickly as possible to keep vulnerable people housed, fed and their basic needs met. The City will continue its focus on low income "at risk" neighborhoods with comprehensive programming interventions, and work with the larger community to identify ways that community needs can be more effectively and efficiently identified and met with limited community resources. Note that all projects establish income eligibility by using HUD's Area Median Income (AMI) statistic.

Projects recommended for CDBG funding for FY 2021 – 2022 include:

- Mortgage Reduction for Homebuyers (provided through Homewise): Provides a "soft second" mortgage to reduce the amount of mortgage needed by an income-eligible homebuyer to purchase a home, resulting a lower monthly housing payment. The loans are no-interest and no payment due until the home is sold. **Proposed CDBG funding amount: $300,000.**

- Home Repair for Very Low Income Homeowners (provided through Santa Fe Habitat for Humanity): Provides home repair services for people who can't afford necessary repairs to uphold the structural and functional safety of their homes (roofs, heating systems, windows, etc.). The majority of homeowners who benefit from this program are elderly and considered very low income (VLI). **Proposed CDBG funding amount: $100,000.**
- Homeless Shelter/Facility Improvement (St. Elizabeth Shelter properties: Casa Cerrillos & Sonrisa): Funds will be used to replace the floors at Casa Cerrillos and Sonrisa Family Complexes which are aging and badly degraded. The intent is to improve durability and safety for disabled persons living in the Casa Cerrillos complex, as well as the children living at Sonrisa. All residents at these properties formerly experienced homelessness. **Proposed CDBG funding amount: $63,961.**
- School-based Services for Homeless Students and Families (SFPS Adelante School Liaison): Provides referral and support services for students and their families experiencing homelessness. The mission of the program is to support academic achievement by helping with tutoring, case management, school supplies, clothing and advocacy to attain other social services. **Proposed CDBG funding amount: $20,106.**
- End-of-Life Care for Homeless (Coming Home Connection's "Casa Cielo" Program): Provides end-of-life care in a home setting for those with a terminal health condition who don't have an appropriate or safe place to live or family support. The services provided include skilled care, nutrition, and coordination with hospice services. **Proposed CDBG funding amount: $20,000.**
- Women's Safe Haven Summer Shelter (Interfaith Shelter): Supports staffing costs to keep the shelter open exclusively for women during the summer months when it would normally be closed. Provides meals, short term support services and connection to longer term case management. **Proposed CDBG funding amount: $32,000**
- Cold Weather Shelter for Youth (Youth Shelters and Family Services): Supports staffing costs to maintain eight (8) beds during winter months for homeless youth. Includes meals and connection to longer term support services. **Proposed CDBG funding amount: $20,000.**

Projects recommended for AHTF funding for FY 2021 – 2022 include:

- Mortgage Reduction for Homebuyers (provided through Santa Fe Habitat For Humanity): Provides a "soft second" mortgage to reduce the amount of mortgage needed by an income-eligible homebuyer to purchase a home, resulting a lower monthly housing payment. The loans are no-interest and no payment due until the home is sold. The cost of the home is further subsidized through the homeowner's sweat equity, donated materials and labor. **Proposed AHTF funding amount: $80,000.**

- Repair of Affordable Rental Units (Santa Fe Civic Housing Authority Villa Consuelo Apartments): The Villa Consuelo Apartments built in 1978 offer 100 federally-subsidized homes. Most residents are elderly or disabled and pay 30% of their incomes towards rent. In 2018, the Housing Authority initiated a $15m rehabilitation of the property, replacing and improving plumbing, HVAC, windows, floors, sidewalks, improving ADA features, and remodeling/replacing kitchens and bathrooms. Mid-way through the project, a fire burned two of the buildings while they were under construction. The funds provided through the Affordable Housing Trust Fund will partially reimburse the Housing Authority for the $600,000 in additional costs to the project because of the fire damage. **Proposed AHTF funding amount: $200,000.**
- Transitional Housing (Esperanza Shelter): Due to the COVID-19 pandemic, transitional housing has been added to the shelter's services. Funding will support the rent for 7 apartment units and 1 casita. Additionally, 5 rooms are currently on reserve at a local hotel to serve as overflow for the emergency crisis shelter. This transitional housing project will prevent homelessness and stabilize housing situations for participants who are fleeing domestic violence. **Proposed AHTF funding amount: $132,744.**
- Construction of Homeownership Units (Santa Fe Community Housing Trust Arroyo Oeste I & II): At full build out, this neighborhood in Tierra Contenta will offer fifteen homes to income-qualified households with incomes between 55% - 100% AMI. Funds will be used to support 3rd party construction management of the project, ensuring all design and code requirements are met, that the project stays on time and on budget. **Proposed AHTF funding amount: $97,000.**
- Rental Assistance (Life Link, YouthWorks, SFPS Adelante, St. Elizabeth Shelter): Four programs will provide rental assistance to cover housing costs including rent, rental arrears, utilities, utility arrears, deposits, etc. to renters earning less than 60% AMI, with the majority earning less than 30%AMI. These funds are targeted for individuals and families who are currently experiencing homelessness, housing instability or are at risk of becoming homeless. Each provider will serve a distinct constituency with the following proposed AHTF funding amounts: Life Link (disabled, homeless) **$148,256**; YouthWorks Shelter Now (YW program participants) **$100,000**; SFPS Adelante Family Assistance Project (homeless students/families) **$100,000**; St Elizabeth Shelter (SF Suites Set Aside Units) **$150,000.**
- Sober Living Rental Support (Santa Fe Recovery Center Bridge Houses Sober Living): Funds will support rents at four (4) transitional living homes that offer sober living environments for graduates of SFRC's residential treatment program. These residents, including women and young children, aren't ready to live in an unsupported housing situation without risk to their recovery and/or becoming homeless. The Bridge Homes

provide an option for them to get stabilized, attain employment, and still receive services from SFRC such as peer support and case management. **Proposed AHTF funding amount: $67,000.**

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	SANTA FE	
CDBG Administrator	SANTA FE	Office of Affordable Housing/City of Santa Fe

Table 1 – Responsible Agencies

Narrative (optional)

The City of Santa Fe's Office of Affordable Housing Division administers the Community Development Block Grant (CDBG), the Affordable Housing Trust Fund (AHTF), and other local funds to support housing and community development activities in Santa Fe.

Consolidated Plan Public Contact Information

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AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

Because of the City's partnerships with community-based organizations, much of the consultation about the Annual Action Plan happens within the context of strategic planning, participation in regional collaborations, and within City's organization itself. The City's Community Services Department funds several programs through its Youth and Family Services Division that provide emergency housing, healthcare and social services programs. The Office of Affordable Housing funds programs through CDBG and local funds to support the housing component that is aligned with the human services programming. Both City divisions rely on Strategic Plans to guide funding decisions and ensure that needs are identified and met in a comprehensive manner. All of the City's housing and human services providers work closely with other governmental agencies and health providers to ensure that the provision of housing services is provided hand in hand with wrap around health and social services. The City also relies on its Office of Emergency Management to provide guidance related to preventing, protecting against, mitigating, preparing for, responding to, and recovering from emergencies or disasters in order to ensure that housing funds are expended with resilience in mind. The City is also designing a project for improving broadband service and accessibility by stimulating competition in services provision to open up economic opportunities for underserved communities and businesses.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

The City's Youth and Family Services Division funds emergency housing and community development programs, social services and supports a juvenile justice program which provides program planning, service integration, data analysis, and program evaluation to ensure that youth are provided alternatives to detention and referral to support services, including housing, as appropriate. The City's partner organizations, YouthWorks, Adelante, and Youth Shelters and Family Services, have provided several programs to integrate disconnected youth with mainstream educational opportunities, job training and internships, reunification with families, and referral to other support services. Life Link, another City nonprofit partner, provides intake, referral and on-site social services to people with mental illness who are homeless or at risk of becoming homeless. The agency works closely with other governmental, private and nonprofit providers of services, as well as hospitals and correctional institutions to ensure that services

are continuous. The City's CDBG allocation, its economic development fund and other local funds have supported several of these initiatives. Some beneficiaries of this funding also are recipients of public housing services. The City's CDBG sub-recipients strive to coordinate with the Santa Fe Civic Housing Authority so that outreach activities and some programming are located at housing authority sites.

CONNECT, a partnership between the City and County is a network of navigators at clinics, community organizations, and city and county programs. Navigators are community health workers, volunteers, or social workers who link people to services and resources in our community. Agencies in the network are connected through a shared technology platform enabling navigators to send and receive secure electronic referrals, address residents' social needs, and improve individual and community health. The Youth and Family Services Division recognizes that non-medical needs such as secure housing, utilities, reliable transportation, nutritious food, and safe physical and social environments are key to health and well-being, which is why nearly 80% of the Division's funded organizations provide navigation services as part of CONNECT.

Through the New Mexico Coalition to End Homelessness (NMCEH) efforts to coordinate housing grants and HMIS, and the collaboration of partner agencies that receive funding from the City of Santa Fe's Human Services and Children and Youth funding programs, the vulnerability of discharged patients to becoming homeless is greatly reduced.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

Through the NMCEH's efforts to coordinate housing grants and HMIS, and the collaboration of partner agencies that receive funding from the City of Santa Fe's Human Services and Children and Youth funding programs, the most vulnerable homeless people are prioritized for housing. Monthly case conferencing sponsored by NMCEH for veterans and chronically homeless people helps to coordinate the placement of the most vulnerable into housing. Youth are prioritized separately and housing is provided through the Youth Homelessness Demonstration Program.

NMCEH operates a statewide system of coordinated assessment where every homeless family and individual is given an assessment based on the nationally recognized VI/SPDAT (Vulnerability Index/Service Prioritization Assessment Tool). The results of the assessment are used to refer homeless people to the type of housing that best fits their needs and the assessment is used to create a prioritized list with chronically homeless people at the top of the list for permanent supportive housing.

In addition to HUD funds, the City's local funds are used to support Life Link, St. Elizabeth Shelter, and the Interfaith Shelter to provide shelter to homeless people and help them make the transition to permanent housing. Additionally, the City directly supports Youth and Family Shelters through local administrative contracts to provide services to assist unaccompanied youth with securing housing, rapid rehousing, pregnant and parenting support, counseling, job training, and family re-unification when possible. CDBG funds will be used in the upcoming program year to provide expanded hours for the Youth Shelters Drop-in Center which provides food, case management and referral for disconnected youth. Additionally, the City supports homeless and precariously housed veterans through housing, education and other support services.

Describe consultation with the Continuum(s) of Care (CoC)that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The organizations within CoC that receive ESG funding are The Interfaith Community Shelter and St. Elizabeth Shelters & Supportive Housing. Both organizations work extensively with numerous other service groups in providing assistance to the homeless. Linkage to services include, yet are not limited to Healthcare for the Homeless (medical issues), The Lifelink (housing & counseling), Goodwill (employment and veteran housing), the New Mexico Human Services Department (Medicaid, SNAP and TANF) and the Santa Fe Recovery Center (drug and alcohol treatment). Consumers entering either organization are met with a case manager who assess their needs and assist them in the development of an Individual Service Plan, outlining the goals they wish to accomplish as a client. The case manager then refers them to the appropriate agency(ies) which will best serve their needs.

The Interfaith Community Shelter (ICS) is one of the few minimal barrier shelters in Northern New Mexico and, as such, accepts everyone, regardless of condition or circumstance, including their pets. ICS operates in accordance with US Department of Health and Human Services' strategic action plan and provides Resource Days every Tuesday, Wednesday and Friday, year-round. By creating a "one-stop shop" ICS has incorporated within its design a delivery system that will afford those who are chronically homeless the best opportunities to make the transition from homelessness to stable housing. Resource Partner Providers include those listed above as well as the VA Administration, the Food Depot, Youth Shelters Street Outreach, Street Homeless Animal Project, Upaya Zen Center, Santa Fe Desert Chorale Choir, Legal Clinic, and Homeless Court.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	**Agency/Group/Organization**	SANTA FE CIVIC HOUSING AUTHORITY
	Agency/Group/Organization Type	Housing PHA Services - Housing
	What section of the Plan was addressed by Consultation?	Public Housing Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The sections of the 2021 AAP are highlighted and the information is emailed for verification or update. Since their organization deals with these issues on a daily basis, accurate and precise data is anticipated. The SFCHA has received a completed copy of the document for review.
2	**Agency/Group/Organization**	THE LIFE LINK
	Agency/Group/Organization Type	Housing Services - Housing Services-Persons with Disabilities Services-homeless Services - Victims
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The sections of the 2021 AAP for the upcoming year are highlighted and emailed for verification or update. Since these organizations deal with these issues on a daily basis, accurate and precise data is provided to inform this plan.
3	**Agency/Group/Organization**	ST ELIZABETH SHELTER
	Agency/Group/Organization Type	Housing Services - Housing Services-Elderly Persons Services-homeless

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The sections of the 2021 AAP for the upcoming year are highlighted and emailed for verification or update. Since these organizations deal with these issues on a daily basis, accurate and precise data is provided to inform this plan.
4	**Agency/Group/Organization**	Santa Fe Community Housing Trust
	Agency/Group/Organization Type	Housing Services - Housing Community Development Financial Institution
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Market Analysis Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The sections of the 2021 AAP for the upcoming year are highlighted and emailed for verification or update. Since these organizations deal with these issues on a daily basis, accurate and precise data is provided to inform this plan. The City of Santa Fe has worked with the Santa Fe Community Housing Trust to develop three apartment communities where 25% of the units are set aside for people exiting homelessness. The City has contributed financially in various ways to each of these projects
5	**Agency/Group/Organization**	New Mexico Coalition to End Homelessness
	Agency/Group/Organization Type	Services-homeless Regional organization

	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The sections of the 2021 AAP for the upcoming year are highlighted and emailed for verification or update. Since these organizations deal with these issues on a daily basis, accurate and precise data is provided to inform this plan. The City of Santa Fe has worked with the Santa Fe Community Housing Trust to develop three apartment communities where 25% of the units are set aside for people exiting homelessness. The City has contributed financially in various ways to each of these projects
6	**Agency/Group/Organization**	SANTA FE COUNTY
	Agency/Group/Organization Type	Housing PHA Services - Housing Other government - County
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Non-Homeless Special Needs Market Analysis
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	In addition to reviewing the Plan, County staff worked with the City to convene groups of stakeholders to implement a strategy for increasing the inventory of rental housing affordable to low-income renters.
7	**Agency/Group/Organization**	HOMEWISE
	Agency/Group/Organization Type	Housing Services - Housing Community Development Financial Institution

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Market Analysis Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The sections of the 2021 AAP for the upcoming year are highlighted and emailed for verification or update. Since these organizations deal with these issues on a daily basis, accurate and precise data is provided to inform this plan. The City of Santa Fe has worked with Homewise to ensure that financial assistance supports the ability of low/mod income homebuyers to afford homes.

Identify any Agency Types not consulted and provide rationale for not consulting

While the City works diligently to foster geographic equity, there are no identified blighted areas within the City limits, or extreme levels of poverty concentrated in census tracks requiring consultation with other entities or organizations at this time. Areas of 30% poverty have been addressed through the Opportunity Zones recently identified for the City which include small pockets of higher poverty rates, yet, the engagement of individuals in these areas will be more addressed in the future during the City wide engagement plan process for the Midtown Campus project. Establishment of services and businesses to contribute to these zones is in the beginning stages meanwhile, the OpZone neighborhoods continue to be served through the CDBG funds and other service providers.

Additionally, Fair Housing education is made available through the dissemination of fair housing data facts and information (primarily through distribution of the "Tino the Tenant" novella, and the City's website, Office of Affordable Housing page), there is not capacity to actively develop fair housing materials and distribute them and/or consult regularly with fair housing advocacy providers. All of the City's fair housing partners are subject to fair housing law and provide notices as applicable. In the event that a resident of Santa Fe reports a fair housing violation, City staff takes appropriate action to ensure that they are referred to an appropriate agency or HUD's fair housing complaint system.

Furthermore the City did not consult directly with the State of NM Department of Health (NMDOH) regarding lead exposure because Santa Fe has low risk factors. 9.6% of its housing stock was built before 1950 and in 2011, 0 children in Santa Fe County tested positively for elevated blood levels. More recent studies by the NMDOH identified Santa Fe County as having “low levels” of lead exposure, as cited in the NM Epidemiology Report, April 2017. The Office of Affordable Housing also conducts environmental reviews on all CDBG-funded activities. In cases where individual homes are older than 1978 and may have lead based paint, the subrecipient is required to follow all applicable law to assess the presence of lead and remediate it, if necessary.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	New Mexico Coaltion to End Homelessness	Promotes a comprehensive support services network aligned with housing.
5 Year Strategic Housing Plan	City of Santa Fe	Provides a needs assessment and housing affordability analysis of unit inventory and demand and provides policy to shape funding decisions, including CDBG.
Transportation Improvement Program	Santa Fe Metropolitan Planning Organization	Identifies multi-modal transportation projects that are prioritized for federal transportation funds.
Capital Improvement Plan	City of Santa Fe	Provides project list of capital improvements prioritized for funding.
Sustainable Land Use Code	City of Santa Fe	Regulates the development and construction of affordable housing units.
Analysis of Impediments	City of Santa Fe	Evaluates barriers to fair housing and recommends strategies for mitigating them which is closely related to housing services for low-income people. In 2017, the City submitted the Assessment of Fair Housing which looks at housing through the lens of opportunity.
Fair Housing Assessment	City of Santa Fe	Evaluates housing need through the lens of equity and recommends strategies for increasing access to housing and economic opportunity.
Office of Emergency Management Strategic Plan	City of Santa Fe	Focuses on planning for, evaluating the impact of, and mitigating the effects of natural disasters, societal disruption and special events.

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

The City solicits comments from local service providers (housing, human services, children and youth) and relies on them to outreach directly to their clientele and/or represent the needs of their clientele. Alternate avenues of public outreach were pursued in the 2016 Analysis of Impediments and the 2017 Assessment of Fair Housing. The City updated its Citizen Participation Plan during the 2018-2022 Consolidated Plan planning process with careful consideration of how to conduct more relevant public outreach that brings voices to the discussion that are not always heard to include online surveys and partnering with outside organization events related to specific geographic areas.

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

As per the City's Citizen Participation Plan, the opportunities for the public to learn about and comment on the 2021 AAP includes: four (4) public meetings (April 21, 2020 - Community Development Commission, May 1 – Finance Committee, May 5, 2021 – Quality of Life Committee) and one Public Hearing (May 12, 2021) which are noticed in the Santa Fe New Mexican and the City's weekly meeting list. Because of the COVID-19 pandemic, public outreach for the 2021 plan was modified in response to the State's declaration of a Public Health Emergency, the Mayor's Proclamation of Emergency, and the ban on mass public gatherings. All City Committees, including the Governing Body meetings were held via Zoom rather than in-person.

A 30-day public comment period was advertised and conducted from April 12 – May 12, 2021, during which the Plan was available for review on the City's website: https://www.santafenm.gov/hudrequiredreportingandplans. Two public notices were published in the Santa Fe New Mexican advertising the beginning of the public comment period (April 12, 2021) and the notice of public hearing (April 28, 2021). Paper copies of the Plan were not distributed because of the need for social distancing; however, City staff made it possible to access paper copies on a per request basis. A brief online survey was also conducted. The link was posted on the City's website (https://www.santafenm.gov/survey_for_affordable_housing) and distributed via the City's employee list serve (reaching 1,000+ employees) and broadcast to community-based nonprofit and industry group organizations. The Santa Fe Action Coalition actively distributed the survey link to its membership and social media outlets.

While virtual meetings are not ideal from a public participation perspective, every effort was made to accommodate the public's ability to participate. The Community Development Commission meeting was accessible to the general public through a Zoom meeting link. The City Council Committees and the Governing Body meeting were also available via Zoom link and streamed on YouTube and the public hearing was also broadcast on KSFR 101.1. All You Tube recordings were posted in the City's archive for on-demand viewing.

Citizen Participation Outreach (to be determined)

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	press release	Minorities Non-targeted/broad community	n/a			
2	Newspaper Ad	Non-English Speaking - Specify other language: Spanish Non-targeted/broad community	Announcement of public comment period in Santa Fe New Mexican legal announcement (April 12, 2021)			
3	Public Meeting	Non-targeted/broad community	Community Development Commission - April 21, 2021			
4	Newspaper Ad	Non-targeted/broad community	Public Notice of public hearing in Santa Fe New Mexican legal announcement (April 28, 2021)			
5	Internet Outreach	Non-targeted/broad community	Plan was posted on City's website (April 12 - May 12, 2021)			https://www.santafenm.gov/hudrequiredreportingandplans
6	Public Meeting	Non-targeted/broad community	Quality of Committee (May 11, 2020)			

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
7	Public Hearing	Non-targeted/broad community	City Council Meeting (May 13, 2020)			
8	Internet Outreach	Non-targeted/broad community	survey link was posted on City's website, distributed via City employee list serve and via community partner networks			https://www.santafenm.gov/survey_for_affordable_housing

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The primary resource used to fulfill the goals and strategies of the 2021 Annual Action Plan is CDBG. The City received notification of its 2021 allocation amount on February 26, 2021. The total awarded amount is $614,044, of which $122,809 will be reserved for administrative costs. Other funds available include $162,800 in CDBG funds reprogrammed from prior year funding; $1,225,000 in local AHTF funding and $240,000 in general funds.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Housing Public Improvements Public Services	614,044	200,000	162,800	976,844	1,600,000	CDBG funds are used to support public services, public facilities, affordable housing provision, and direct financial support for home purchase and home repair.
Other	public - local	Housing	1,225,000	0	0	1,225,000	1,000,000	Local funds include the affordable housing trust fund, the balance of which is supported through development fees, compliance fees, and the payoffs of City-held liens and general funds from the city's local operating budget.

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The greatest challenge facing the City of Santa Fe's housing and public service programs in 2021 is the recovery from the economic downturn caused by the public health emergency posed by the COVID-19 virus. The sharp decline of gross receipts tax, the need to prevent community spread, and the increase in housing instability for all incomes will have far-reaching effects. The City is facing contracted revenues because of GRT reductions and will rely on federal funds to address its most urgent housing needs.

Further reductions in funding from all sources: federal, state, or local is expected because of the extreme drop in fiscal revenues. This requires creative use of funds as well as a reduction in the funding of some programs even when there is an increase in need and requirements that must be addressed, such as with the public services category which supports non housing projects and public facilities improvements, which are generally housing-related. Additionally, the City strives to leverage local funds to ensure that effective and important local services continue to be provided in our community, regardless of the status of federal funds.

The City's nonprofit partners estimate that every dollar of federally-funded down payment assistance leverages $14 of funding from other state, local, and private sources. Both the Housing Trust and Homewise are Community Development Financial Institutions and actively leverage funds from HOME, Fannie Mae secondary market loans, state-funded mortgage products allocated through the New Mexico Mortgage Finance Authority, Low Income Housing Tax Credits (the Housing Trust), solar tax credits, Federal Home Loan Bank of Dallas' Community Investment Programs, bank and foundation investments, and other DOE funds as well as having substantial organizational resources to use for real estate development and to support programmatic goals.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

All of the property on which public housing facilities are situated is owned by the City and used by the Santa Fe Civic Housing Authority under long-term leases. The units are rented to income-qualified renters, many of them very low-income seniors. At any time during the year if the City determines that donating and/or using City-owned property will benefit a proposed project that will serve the priority needs and funding objectives outlined in this plan, the City will do so, as allowed under the NM Affordable Housing Act.

During 2019, the City donated a 5-acre portion of a City-owned parcel on Siler Road. This donation supported the construction, currently underway, of 65 units of affordable live/work housing targeted to "creatives" – technology entrepreneurs, visual and performance artists, craft manufacturers, self-employed, etc. A shared resource center will be included with a performance and display space, retail areas and other workshops. The project, called the "Siler Yard" is being developed by the New Mexico Interfaith Housing Coalition. Low Income Housing Tax Credit (LIHTC) funds were secured providing over $10M of equity. Additionally, the City is continuing from 2019 a public outreach process and study of other City-owned parcels to prioritize several for future affordable housing development.

During 2021-22, the City will donate five parcels of land to support affordable housing. The parcels vary in size, zoning, and geographic location. It is anticipated that they will support the construction of 200+ units of affordable housing, ranging from LIHTC apartments, townhomes, and small housing types for rent or purchase. Additionally, the City is negotiating a final disposition agreement with a master developer for the Midtown campus site (formerly the location of the College of Santa Fe and then, the Santa Fe University of Art and Design). The developer's vision for the site is to include mixed uses (entertainment, job centers, high tech, film and education) and mixed income housing.

Discussion

All of the donations described above are intended to support the uses of CDBG resources, both by increasing access to community facilities and programs but also to support the City's subrecipients in their efforts to leverage additional housing and community development resources into the community.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Increase Opportunities for At-Risk Populations	2018	2022	Affordable Housing Public Housing Homeless	Citywide	Emergency Shelter Support Services for Homeless and At Risk Rental Units & Support Services Rental Rehabilitation Homeowner Rehab, Upgrades and Retrofits Fair Housing Outreach Diversity of Housing Types AFH Factor: Aging Housing Stock AFH Factor: Work opportunities for disabled people AFH Factor: Accessible Housing for Disabled AFH Factor: Access to Schools & Transportation AFH Factor: Fair Housing Information and Resources	CDBG: $92,106	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 30 Households Assisted Public service activities other than Low/Moderate Income Housing Benefit: 1194 Persons Assisted Homeless Person Overnight Shelter: 170 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
2	Increase Affordable Rental Housing Opportunities	2018	2022	Affordable Housing	Citywide	Rental Units & Support Services Rental Rehabilitation Fair Housing Outreach Diversity of Housing Types AFH Factor: High Housing Costs AFH Factor: Aging Housing Stock AFH Factor: Accessible Housing for Disabled AFH Factor: Fair Housing Information and Resources	CDBG: $63,961	Rental units rehabilitated: 32 Household Housing Unit
3	Increase Affordable Homeowner Opportunities	2018	2022	Affordable Housing	Citywide	Refinancing Services & Support-Current Homeowners Mortgage Principal Reduction Homebuyer Training and Counseling Homeowner Rehab, Upgrades and Retrofits Construction of Affordably-priced Homes Fair Housing Outreach Diversity of Housing Types AFH Factor: High Housing Costs AFH Factor: Aging Housing Stock AFH Factor: Accessible Housing for Disabled	CDBG: $400,000	Homeowner Housing Rehabilitated: 30 Household Housing Unit Direct Financial Assistance to Homebuyers: 10 Households Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
4	Align Housing Opportunities With Emerging Needs	2018	2022	Affordable Housing Non-Homeless Special Needs Non-Housing Community Development	Citywide	Support Services for Homeless and At Risk Rental Units & Support Services Rental Rehabilitation Fair Housing Outreach Diversity of Housing Types AFH Factor: High Housing Costs AFH Factor: Aging Housing Stock AFH Factor: Fair Housing Information and Resources	CDBG: $556,067	Public service activities for Low/Moderate Income Housing Benefit: 1024 Households Assisted Rental units rehabilitated: 32 Household Housing Unit Homeowner Housing Rehabilitated: 30 Household Housing Unit Direct Financial Assistance to Homebuyers: 10 Households Assisted Homeless Person Overnight Shelter: 170 Persons Assisted
5	AFH Goal #1: Create more affordable, quality housing	2018	2022	Affordable Housing	Citywide	Rental Vouchers Refinancing Services & Support-Current Homeowners Rental Units & Support Services Rental Rehabilitation Mortgage Principal Reduction Homebuyer Training and Counseling Homeowner Rehab, Upgrades and Retrofits Construction of Affordably-priced Homes Diversity of Housing Types AFH Factor: High Housing Costs	CDBG: $463,961	Rental units rehabilitated: 32 Household Housing Unit Homeowner Housing Rehabilitated: 30 Household Housing Unit Direct Financial Assistance to Homebuyers: 10 Households Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
6	AFH Goal #2: Preserve and improve existing housing	2018	2022	Affordable Housing	Citywide	Rental Rehabilitation Homeowner Rehab, Upgrades and Retrofits AFH Factor: High Housing Costs AFH Factor: Aging Housing Stock	CDBG: $163,961	Rental units rehabilitated: 9 Household Housing Unit Homeowner Housing Rehabilitated: 30 Household Housing Unit
7	AFH Goal #3: Continue to work to improve economic outcomes for people with disabilities	2018	2022	Non-Homeless Special Needs	Citywide	AFH Factor: Work opportunities for disabled people AFH Factor: Access to Schools & Transportation	CDBG: $0	Public service activities for Low/Moderate Income Housing Benefit
8	AFH Goal #4: Create more accessible, affordable, quality housing	2018	2022	Affordable Housing Non-Homeless Special Needs	Citywide	Rental Units & Support Services Rental Rehabilitation Mortgage Principal Reduction Homeowner Rehab, Upgrades and Retrofits Fair Housing Outreach Diversity of Housing Types AFH Factor: High Housing Costs AFH Factor: Aging Housing Stock AFH Factor: Fair Housing Information and Resources	CDBG: $556,067	Rental units rehabilitated: 32 Household Housing Unit Homeowner Housing Rehabilitated: 30 Household Housing Unit Direct Financial Assistance to Homebuyers: 10 Households Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
9	AFH Goal #5: Improve access to high quality school	2018	2022	Affordable Housing Homeless	Citywide	Rental Units & Support Services Rental Rehabilitation Mortgage Principal Reduction Homeowner Rehab, Upgrades and Retrofits Fair Housing Outreach Diversity of Housing Types AFH Factor: High Housing Costs AFH Factor: Aging Housing Stock AFH Factor: Fair Housing Information and Resources	CDBG: $392,106	Public service activities for Low/Moderate Income Housing Benefit: 1000 Households Assisted Direct Financial Assistance to Homebuyers: 10 Households Assisted
10	AFH Goal #6: Strengthen access to fair housing and	2018	2022	Fair Housing & Renters Rights	Citywide	Support Services for Homeless and At Risk Rental Units & Support Services AFH Factor: Access to Schools & Transportation	CDBG: $92,106	Public service activities for Low/Moderate Income Housing Benefit: 1000 Households Assisted

Table 6 – Goals Summary

Goal Descriptions

1	**Goal Name**	Increase Opportunities for At-Risk Populations
	Goal Description	Increased Opportunities for At Risk Population-Reduced Rate of Households with cost burden: Preventing homelessness through rental vouchers, emergency assistance, support services expanding rental choices for households earning less than 30% AMI, providing rehab services for rental properties serving very low income renters, improving outreach efforts to mono-lingual Spanish speakers.This goal incorporates actions from the following AFH Goals: 1. Create more affordable, quality housing, that is equitably distributed throughout the City 2. Preserve and improve existing housing occupied by low and moderate income renters and owners 3. Strengthen access to fair housing and knowledge of fair housing among residents and landlords
2	**Goal Name**	Increase Affordable Rental Housing Opportunities
	Goal Description	Increased Affordable Rental Housing Opportunities- Inventory of very low income rental units and vouchers is expanded to meet increased demand: Supporting LIHTC projects and the provision or retention of permanent, subsidized rental units, rental units reserved for persons transitioning out of homelessness, rehabilitating existing rentals to expand choice and housing quality, identifying additional funding sources and/or creating revenue streams to fund local rental vouchers. This goal incorporates actions from the following AFH Goals: 1. Create more affordable, quality housing, that is equitably distributed throughout the City 2. Preserve and improve existing housing occupied by low and moderate income renters and owners 3. Create more accessible, affordable, quality housing, to accommodate persons with disabilities 3. Strengthen access to fair housing and knowledge of fair housing among residents and landlords
3	**Goal Name**	Increase Affordable Homeowner Opportunities
	Goal Description	Increase of Affordable Homeownership Opportunities-Increased homeownership opportunities and support for long term affordability and accessibility for current homeowners: Continuing mortgage principal reduction loans, homebuyer counseling and training services, production of affordably-priced homes, supporting partnerships with nonprofits, for-profit builders and other housing providers, considering acquisition/rehab programs to absorb existing market supply, funding energy efficiency upgrades, continuing foreclosure prevention and legal aid and refinancing services for existing homeowners, offering accessibility improvements to help “age in place” and multi-generational transfers.This goal incorporates actions from the following AFH Goals: 1. Create more affordable, quality housing, that is equitably distributed throughout the City 2. Preserve and improve existing housing occupied by low and moderate income renters and owners 3. Create more accessible, affordable, quality housing, to accommodate persons with disabilities 4. Strengthen access to fair housing and knowledge of fair housing among residents and landlords

4	**Goal Name**	Align Housing Opportunities With Emerging Needs
	Goal Description	Address Emerging and Current Needs and Changing Demographics-Housing opportunities reflect emerging needs, changing demographics and are aligned with redevelopment objectives and sustainability goals: Supporting non-traditional housing types and live/work housing, including housing as a required component of redevelopment projects, prioritizing housing that is located in transit corridors, has access to community facilities, accommodates live/work or other flexible scenarios, is aimed at the “creative” worker, can accommodate needs of aging residents, achieving high standards of sustainability through green building, design, and alternative energy sources. This goal incorporates actions from the following AFH Goals: 1. Create more affordable, quality housing, that is equitably distributed throughout the City 2. Continue to work to improve economic conditions of persons with disabilities 3. Improve access to high quality schools and public transportation Note that the funding, programs and anticipated accomplishments related to this goal are also reported for the preceding goals.
5	**Goal Name**	AFH Goal #1: Create more affordable, quality housi
	Goal Description	This AFH goal corresponds to Consolidated Plan goals: 1, 2, 3, 4. The following milestones and metrics are established in the AFH to guide the achievement of this goal: support 60 rental units (min); revise SFCC 26-1 to require <50%AMI units in LIHTC (15 units); dedicate local funding to rental assistance to support 40 renter households (HH); Down Payment Assistance + homebuyer support services to 30 HH; revise SFCC 26-1 to create menu of compliance options to support inclusion of 100 rent-restricted units in market rate projects. Note that the accomplishments and funding relevant to this section are also relevant to preceding sections.
6	**Goal Name**	AFH Goal #2: Preserve and improve existing housing
	Goal Description	This goal corresponds with Consolidated Plan Goals: 1, 2, 3. Metrics and milestones include: continue support of emergency repair grants to serve 15 – 30 HH; continue support of emergency repair loans to serve 10 – 15; design program for historic districts to offset costs of repair to serve 3 – 5; rehab of affordable rental units and soft costs for construction of new affordable units to add 145 affordable units in the rental market. Note that funding and accomplishments are also reported in Goals 1 - 3.
7	**Goal Name**	AFH Goal #3: Continue to work to improve economic
	Goal Description	The metrics and milestones associated with this AFH goal are to establish and expand job creation opportunities for under-employed workers with disabilities. This work would be supported by the City's Office of Affordable Housing but is carried out primarily by other City divisions, government agencies and nonprofit partners. None of the funding would be housing-related.

8	**Goal Name**	AFH Goal #4: Create more accessible, affordable, q
	Goal Description	This AFH goal corresponds with Consolidated Plan Goals: 2, 3. Metrics and milestones include focusing housing rehabilitation programs (both homeownership and rental) on serving the needs of the disabled, including the mentally ill, chronically ill, developmentally disabled, mobility-impaired and those in recovery to rehab an additional 10 - 15 housing units. Also, this goal necessitates supporting the efforts of current homeless and special needs providers to link resources and align the provision of services. This would build on the model established by the NMCEH in its successful effort to meet the USICH's criteria for ending veteran homelessness Funding and accomplishments also reported in related to Goals 1 -3.
9	**Goal Name**	AFH Goal #5: Improve access to high quality school
	Goal Description	This AFH goal does not have a Consolidated Plan equivalent because it is not directly related to housing; however, it establishes the following metrics and milestones: align housing resources with efforts serving young people at risk of being homeless; align housing resources with school based social services and workforce training/support program; align housing resources with transit planning to expand services and improve access. Note that funding and accomplishments also reported in Goals 1 - 3.
10	**Goal Name**	AFH Goal #6: Strengthen access to fair housing and
	Goal Description	This AFH Goal corresponds with all Consolidated Planning Goals; however it is directly related to the City's obligation to further fair housing. Metrics and milestones include: continuing to support fair housing training (1 event/year) through donation of City meeting space, assistance with marketing, PSAs with trainers, etc.; dedicating local resources to support bi-lingual Landlord/Tenant counseling and assistance through Hotline, including focus on Landlord responsibilities under FHA (serving 300 renters/year).

Projects

AP-35 Projects – 91.220(d)

Introduction

Projects funded for FY 2021-2022 reflect a variety of programs, facilities improvements and public services in addition to programs focused upon increasing affordable housing to include rental and homeowner rehabilitation and mortgage principal reduction for homebuyers for low-to moderate income households. Additionally, the City operates a local affordable housing trust fund (AHTF) that is funded through developer fees, pay off of City-held affordability liens, and land sales revenues from City-held mortgages. The trust funds are monitored by the NM Mortgage Finance Authority for compliance with the NM Affordable Housing Act which allows funds to be used for beneficiaries earning up to 120% AMI (area median income). This enables the subrecipients to serve a full range of incomes as CDBG funds are used for those at 80% AMI and below and the AHTF can be used for those at 81-120% AMI. Additionally, program income provides additional revenue for eligible programs. In the past, PI has been used for mortgage principal reduction loans and home repair loans. For the upcoming program year, the City anticipates that $200,000 will be generated and used for mortgage principal reduction loans. Reprogrammed funds from prior years make up the balance of available funds.

Projects

#	Project Name
1	Homewise Mortgage Principal Reduction for Home Purchase
2	Santa Fe Habitat For Humanity Rehab/Repair
3	St Elizabeth Shelter Facility Repair
4	Santa Fe Public Schools Adelante Expanded School Liaison Project
5	Coming Home Connection Casa Cielo End of Life Residence
6	Interfaith Community Shelter Group, Inc. Women's Summer Safe Haven
7	Youth Shelters and Family Services Cold Weather Shelter - Staff
8	Program Administration

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The City continues to prioritize supporting the work of its nonprofit partners who provide the major of housing related services and shelter. All applicants for CDBG funds are required to match the funds at a 1:1 basis, ensuring that funded projects are viable.

AP-38 Project Summary

1	**Project Name**	Homewise Mortgage Principal Reduction Assistance for Home Purchase
	Target Area	Citywide
	Goals Supported	Increase Affordable Homeowner Opportunities AFH Goal #1: Create more affordable, quality housi
	Needs Addressed	Mortgage Principal Reduction AFH Factor: High Housing Costs
	Funding	CDBG: $300,00
	Description	Provide mortgage principal reduction loans to assist families and individuals whose incomes are under 80% AMI to achieve home purchase. Limit of $30K limit per household and 10-15 households served. Limit of $30K limit per h/h and 10-15 households served. The project is funded through EN ($300,000) and program income ($200,000)
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	10 Households: 1 household at Extremely Low Income under 30% AMI; 3 households at Very Low Income at 31-50% AMI; and 6 households at Low Income 51-80% AMI. 5 households with a Female Head of Household.
	Location Description	The home purchases assisted through this program will be located at scattered sites.
	Planned Activities	Homewise will provide mortgage principal reduction assistance to homebuyers who are income-qualified, have completed financial counseling and homebuyer training and are considered "mortgage ready".
2	**Project Name**	Santa Fe Habitat For Humanity Rehab/Repair Program
	Target Area	Citywide
	Goals Supported	Increase Affordable Homeowner Opportunities AFH Goal #2: Preserve and improve existing housing
	Needs Addressed	Homeowner Rehab, Upgrades and Retrofits
	Funding	CDBG: $100,000
	Description	Provide emergency and critical home repair or rehabilitation to owner occupied, single family homes whose income is at or below 60% AMI. Limit of $14K per household and 20 households served. 12 households with a Female Head of Household. Funds will be used at scattered site locations.
	Target Date	6/30/2022

	Estimate the number and type of families that will benefit from the proposed activities	20 households: 11 households at Extremely Low Income under 30% AMI; 7 households at Very Low Income at 31-50% AMI; and 2 households at Low Income 51-80% AMI. 12 households with a Female Head of Household.
	Location Description	Activities will be undertaken at scattered site locations.
	Planned Activities	Provide emergency and critical home repairs to low income citizens whose income is at or below 60% of the Area Median Income. 10 Critical Home Repair projects each at $1,100 average totaling $11,000; 7 Major Rehab Projects each at $7,000 average totaling $49,000; 2 Major Rehab Projects each at $14,000 totaling $30,000 for a Grand Total of $90,000.
3	**Project Name**	St. Elizabeth Shelter Casa Cerrillos & Sonrisa Family Programs Reflooring
	Target Area	Citywide
	Goals Supported	Increase Affordable Rental Housing Opportunities AFH Goal #2: Preserve and improve existing housing
	Needs Addressed	Rental Rehabilitation Diversity of Housing Types AFH Factor: High Housing Costs AFH Factor: Aging Housing Stock
	Funding	CDBG: $63,961
	Description	Casa Cerrillos provides 28 apartments with a full range of supportive services for homeless adults with disabilities. Sonrisa provides 8 apartments with supportive services for homeless families with children.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	29 households: 28 households at Extremely Low Income under 30% AMI; and 1 household at Very Low Income at 31-50% AMI. 11 households with a Female Head of Household.
	Location Description	804 Alarid St., Santa Fe, NM 87505
	Planned Activities	Project encompasses replacing flooring in 26 efficiency apartments at Casa Cerrillos and one 2-bedroom and two 3-bedroom apartments at Sonrisa.
4	**Project Name**	Youth Shelters and Family Services Seasonal Cold Weather Shelter - Staff
	Target Area	Citywide

	Goals Supported	Increase Opportunities for At-Risk Populations Align Housing Opportunities With Emerging Needs AFH Goal #4: Create more accessible, affordable, q AFH Goal #6: Strengthen access to fair housing and
	Needs Addressed	Emergency Shelter
	Funding	CDBG: $20,000
	Description	Fund staff hours at the seasonal Cold-Weather Shelter, which provides age-appropriate, emergency shelter for transitional-aged youth (18-24 years old), from December 1 to February 28.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	20 persons with Extremely Low Income under 30% AMI who are homeless.
	Location Description	402 S. St. Francis Dr., Santa Fe, NM 87501
	Planned Activities	Staffing requirements are nightly from 6pm-10am the following day. The shelter offers a safe place to stay on the coldest nights of the year and case management services targeted towards securing safe, stable, and sustainable housing. The shelter offers services including transportation, warm meals, hygiene supplies, access to housing opportunities, crisis intervention, and community referrals.
5	**Project Name**	Santa Fe Public Schools Adelante Expanded School Liaison Project
	Target Area	Citywide
	Goals Supported	Increase Opportunities for At-Risk Populations Align Housing Opportunities With Emerging Needs AFH Goal #3: Continue to work to improve economic AFH Goal #4: Create more accessible, affordable, q AFH Goal #5: Improve access to high quality school AFH Goal #6: Strengthen access to fair housing and
	Needs Addressed	Support Services for Homeless and At Risk AFH Factor: Fair Housing Information and Resources
	Funding	CDBG: $20,106
	Description	SFPS Adelante will provide housing and educational support services to youth and their families qualifying as homeless, as defined by the McKinney-Vento Homeless Assistance Act. Adelante's goal is to support academic achievement through the provision of social supports.
	Target Date	6/30/2022

	Estimate the number and type of families that will benefit from the proposed activities	467 youth and ELI/and or Homeless families with Extremely Low Income under 30% AMI will benefit from the proposed activities.
	Location Description	1300 Camino Sierra Vista, Santa fe, NM 87505 is location of organization but services are also provided at school sites.
	Planned Activities	Adelante liaisons assist with meeting basic and academic needs, referrals to affordable, safe, and stable housing, and providing direct support services for homeless youth and their families.
6	**Project Name**	Coming Home Connection Casa Cielo End of Life Residence
	Target Area	Citywide
	Goals Supported	Increase Opportunities for At-Risk Populations Align Housing Opportunities With Emerging Needs
	Needs Addressed	Support Services for Homeless and At Risk
	Funding	CDBG: $20,000
	Description	Casa Cielo provides 24 hour caregiving for end of life care to residents for whom dying at home is not an option. 95% are seniors and more than 85% are unable to pay.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	8 persons: 1 person at Extremely Low Income under 30% AMI; 4 persons at Very Low Income 31-50% AMI; 1 persons at Low Income 51-80% AMI; 1 person at Low Income 51-80% AMI; and 1 person at Moderate Income 81-100%. 5 persons with a Female Head of Household.
	Location Description	418 Cerrillos Rd. #27, Santa Fe, NM 87501
	Planned Activities	Coming Home Connection takes referrals for residents from the 5 area hospices and other agencies.Care is provided at no cost to these individuals. Project continues to target LI/Ml and homeless people.
7	**Project Name**	Interfaith Community Shelter Group, Inc. Women's Summer Safe Haven
	Target Area	Citywide
	Goals Supported	Increase Opportunities for At-Risk Populations Align Housing Opportunities With Emerging Needs AFH Goal #4: Create more accessible, affordable, q AFH Goal #6: Strengthen access to fair housing and
	Needs Addressed	Emergency Shelter
	Funding	CDBG: $32,000

	Description	The Women's Summer Safe Haven provides safe, hospitable shelter and food to chronically homeless women and children during the months Interfaith Community Shelter's Seasonal Overnight Shelter is closed. The shelter is the only "come-as-you-are" or "minimal barrier" shelter in northern NM.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	146 homeless persons at Extremely Low Income under 30% AMI
	Location Description	2801 Cerrillos Rd., Santa Fe, NM 87505
	Planned Activities	Budgeted expenses for the Women's shelter include non-personnel (e.g., food, meal supplies, program supplies), facilities expenses (e.g., repairs and maintenance, cleaning supplies and utilities) and staff. CDBG funds will be used specifically to fund WSSH night staff. The program is critical to the welfare of homeless women who cannot gain entry -- due to mental or behavioral health issues -- into other sheltering programs in the city of Santa Fe.
8	**Project Name**	Program Administration
	Target Area	n/a
	Goals Supported	n/a
	Needs Addressed	n/a
	Funding	CDBG: $122,809
	Description	Support administrative, professional services, and staff activities associated with CDBG projects and HUD-mandated planning and reporting.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	n/a
	Location Description	500 Market Street, Santa Fe NM 87501
	Planned Activities	Provide project administration, fiscal management, HUD required planning and reporting, environmental reviews and other tasks related to the successful expenditure of CDBG funds.

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The Community Development Commission placed the highest funding priority on affordable housing and the provision of related services citywide, rather than focusing on a specific area or neighborhood. The final high priority of the CDC is funding public facilities that most closely serve households transitioning out of homelessness as well as funding public services that help very low income individuals and households to transition out of homelessness. Again, because of Santa Fe's relatively compact geography, funds are not prioritized for a particular area as all facilities serve city-wide residents.

Geographic Distribution

Target Area	Percentage of Funds
Citywide	100

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

All programs for the 2021 CDBG program year will serve extremely low to moderate-income residents throughout the city as the City of Santa Fe does not have priorities for allocating resources geographically.

Discussion

The City's policy of city-wide distribution of resources is due in part because the population of low income/minority residents is not substantial enough relative to specific areas of concentration in Santa Fe. In contrast, a larger urban area with more population is more likely to have higher numbers of low income/minority residents living in concentrated areas which makes geographic priorities more feasible and effective. In Santa Fe, eligibility is defined based on household (income) versus the location of the project or program. For example the City allocates funding programs for mortgage principal reduction assistance which is dependent on the household income versus the location of the home, which is also the same standard for home improvement funds. Likewise, public service programs that serve at risk youth, for example, focus on serving citywide residents versus those coming from a specific geographic area.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

The City of Santa Fe's expenditure of funds - federal and local - supports projects and programming that serve the spectrum of housing needs from the homeless to the homeowner. The City identifies needs and evaluates existing housing gaps to ensure that programs and projects increase and improve access to the community's housing opportunities. Delivery of these services is provided through the City's network of nonprofit partners which ensures they are effective, responsive and timely.

For the upcoming program year, the City will immediately deploy Affordable Housing Trust Funds (AHTF) in the amount of $1,225,000 in conjunction with CDBG funds. The proposed accomplishments are reported below.

One Year Goals for the Number of Households to be Supported		
	CDBG	**AHTF**
Homeless	641	247
Non-Homeless	59	144
Special-Needs	33	20
Total	**733**	**411**

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through		
	CDBG	**AHTF**
Rental Assistance	0	247
The Production of New Units	0	15
Rehab of Existing Units	49	100
Acquisition of Existing Units	0	0
Total	**49**	**362**

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

The projects addressing homelessness for the 2020-21 fiscal year will serve the following through public service and shelters: 467 households served through Adelante; 146 women provided shelter at the Women's Safe Haven; twenty (20) youth households during the winter through the Youth Shelters and Family Services TLP/Cold Weather Shelter; and eight (8) very-low income persons provided end of life care through the Coming Home Connection End of Life services. Non-homeless households shown above to be supported through CDBG funded affordable housing in 2021-22 include ten (10) households receiving support through downpayment assistance; Habitat for Humanity will rehabilitate twenty (20) units owned by low-income households, and St Elizabeth will upgrade twenty-nine (29) units occupied by individuals with disabilities and families who previously experienced homelessness.

Non-homeless households include: 30 households provided home repair and energy efficiency upgrade assistance (Habitat for Humanity); 29 households served with improvements to their affordable apartments (St Elizabeth); and 10 households provided with homeownership opportunities through mortgage principal reduction assistance with Homewise. The 2020-2021 projects listed also address the fair housing goals outlined in the City's AFH Plan.

In addition to the above stated CDBG funded projects, Affordable Housing Trust Funds (AHTF) will be used to support affordable housing provision, rehabilitation, and direct financial assistance to income-qualified individuals. Rental assistance will be provided through five organizations, (St. Elizabeth, YouthWorks, SFPS Adelante, SF Recovery Center, Life Link) serving a cumulative total of 247 individuals, all of whom are at risk of or presently experiencing homelessness. Eight (8) transitional living apartments managed by Esperanza Shelter will be supported, serving 20 households. The Santa Fe Civic Housing Authority will use AHTF to repair fire damage at Villa Consuelo which provides 100 units of affordable rental housing. Homewise and Habitat for Humanity will use AHTF to support mortgage principal reduction loans for nine (9) homebuyer households. And the Housing Trust will use AHTF to support the construction of fifteen (15) affordably-priced homeownership homes.

The City anticipates that an additional 15 – 20 affordable homeownership units will be constructed for income-qualified homebuyers earning less than 100%AMI by private market builders complying with the City’s inclusionary zoning requirement. Construction will be completed for a 65 unit LIHTC mixed-use development at the Siler Yard, supported by the City through local funds. Also coming on line during the program year will be 45 affordable rental townhomes, built by the SF Civic Housing Authority, also funded partially through LIHTC and the City’s local funds.

AP-60 Public Housing – 91.220(h)

Introduction

The Santa Fe Civic Housing Authority (SFCHA) is the primary public housing agency in Santa Fe. It oversees 206 units of public housing, and manages 670 housing choice vouchers in Santa Fe. There are a total of 369 units for seniors and 121 units for families with 45 additional Family units available in early 2022. Currently, 280 people are on the public housing waiting list for a housing authority apartment unit, and approximately 100 people on the Section 8 waiting list for Santa Fe. SFCHA receives approximately 35 applications per month for public housing. The wait for a unit is between 18 and 24 months; however, the waiting list is only open on a lottery basis at designated times during the year.

Santa Fe County also manages 200 units of public housing and administers 241 housing choice vouchers (44 VASH). Some vouchers are used within city limits.

Actions planned during the next year to address the needs to public housing

Maintenance of aging units is a continuous effort so the housing authority is systematically converting its units under the Rental Assistance Demonstration (RAD) project. For the upcoming year, funds will be used to rehabilitate public housing units to bring them up to current code requirements, improve energy efficiency, and update other quality of life amenities. SFCHA has a 45 unit Family project currently under construction and planned for completion by the end of 2021. This project was awarded AHTF money for the 2020/2021 round. As noted in the project list, the Santa Fe Civic Housing Authority, will update 9 senior units and were granted CDBG acquisition funding.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

Both PHAs provide a Family Self-Sufficiency Program which supports self-sufficiency with the eventual goal of becoming viable homeowners. The family enters into a five-year Contract of Participation with the Housing Authority and sets specific goals to be achieved over the term of the Contract. As part of the Contract, the Housing Authority opens an escrow account for each participating family and any time there is an increase to the family's earned income during the term of the Contract, money is deposited into the family's escrow account. Upon successful completion of the Program, the family receives the balance in their escrow account to use for home ownership and educational goals.

If the PHA is designated as troubled, describe the manner in which financial assistance will be

provided or other assistance

The PHA is not designated as troubled.

Discussion

As an active developer of LIHTC projects, the Santa Fe Civic Housing Authority is considered a partner of the City of Santa Fe's in the provision of affordable rental housing beyond the typical housing authority functions. The City has to subordinate and amend its lease agreements with the housing authority every time a funding application is submitted. The City is providing support for the Calle Resolana project, 45-townhomes proposed for construction that were awarded LIHTC funding in 2019. During the program year, the City expects to put out for RFP the donation of another parcel of City-owned land and anticipates that the housing authority will submit a proposal to develop approximately 60 units of affordable rental housing.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The City works in partnership with many non-profit organizations who provide a wide range of services to prevent “at-risk” populations such as unaccompanied youth, families with children, veterans, battered families, people with disabilities and seniors from becoming homeless. Another objective is to help existing homeless populations obtain safe, affordable and sustainable housing opportunities as well as needed services such as health care, transportation and counseling.

These activities necessarily run along a continuum of housing program options that range from emergency shelter services to transitional housing and permanent supportive housing services to the new construction of mixed income and mixed use affordable rental development projects. Currently the City has in place emergency and transitional housing programs for homeless individuals, families with children, veterans, and unaccompanied youth.

The City has incorporated the mission of "Built for Zero" (BFZ) to address chronic homelessness in 2019. The BFZ project is a national, evidence based model used to end homelessness: https://www.community.solutions/what-we-do/built-for-zero. The first step to the model is to identify those who are homeless by August 2019, within the community, by name, followed by a strategic, coordinated outreach and networking system of linking homeless individuals and families to services as well as housing. The goal indicator for the BFZ program is a significant reduction (30%) in homelessness by January 2020. Service prioritization is made through the development of a simplified VI-SPDAT (Vulnerability Index-Service Prioritization Decision Assistance Tool). Finance consultants at Community solutions, the umbrella organization for the BFZ program identify innovative funding structures that will allow Santa Fe to expand its stock of affordable and supportive housing that will remain tied to the coordinated entry system providing a continuous housing supply for those in need.

Those who are facing homelessness or special needs are now able to benefit from long range transportation for access to VA services in Albuquerque and SOAR model benefits application assistance through YSFS, Life Link and Adelante. These are added services that are currently provided by organizations throughout the City and greatly contribute expanding access for consumers.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness

including:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

All of the city's nonprofit partners who work with homeless persons have extensive outreach activities that the City seeks to improve over the next program year. The City's one year goal is to identify, by-name, all the currently chronically homeless individuals and those precariously housed –this will be completed through an online database that can access and screen for basic social determinants of health. The City is working with local non-profit service providers, the HMIS continuum site as well as housing partners.

In the winter, the Interfaith Shelter, St. Elizabeth's and Youth Shelters provide emergency beds, meals and clothing. Most importantly, the organization brings together outreach coordinators to case consult and provide information about available services. Medical care, job counseling, meals, clothing, transportation are a few of the services provided at the Interfaith Shelter, St. Elizabeth's and Youth and Family Services, which is partially funded through local funds allocated through the City's Community Services Department. In response to direct community need, Interfaith now has the Women's Summer Safe Haven when shelter staff and first responders noted that women were particularly vulnerable on the streets during summer months when the shelter is closed for the season.

The City is now working with the New Mexico Coalition to End Homelessness in response to the COVID-19 crisis to expand outreach to unsheltered people. The City is using some unused dormitories at the old College of Santa Fe campus as temporary housing for homeless people. Unsheltered people will be given the uniform housing assessment and placed on the by-name list for housing. Using the COVID-19 emergency funding, the City hopes to place almost all homeless people in rapid rehousing.

The City of Santa Fe works closely with the New Mexico Coalition to End Homelessness to coordinate services for homeless individuals and families. NMCEH operates a statewide system of coordinated entry where every homeless family and individual is given an assessment based on the nationally recognized VI/SPDAT (Vulnerability Index/Service Prioritization Assessment Tool). The results of the assessment are used to refer homeless people to the type of housing that best fits their needs and the permanent supportive housing. As previously stated, the City recently signed up to be part of Built for Zero, a national movement to end chronic and veteran homelessness in participating communities. Since Santa Fe has met the federal benchmarks for effectively ending veteran homelessness, current efforts are focused on housing all of those in

the City who are chronically homeless. The coordinated entry system is used to create a regularly updated by-name list of those who are homeless, and the City is working with its nonprofit partners to develop more permanent supportive housing to meet the needs of the approximately 100 individuals who are currently chronically homeless in Santa Fe. In December 2020 the City worked with its partners to purchase a 123 unit residence hotel and is using it to provide permanent supportive housing to 40 chronically homeless households and as affordable housing for other low income renters. The City and its partners hope to purchase another property for permanent supportive housing in 2021. In addition to helping provide funds for purchase and renovation, the City also plans to provide operating support to these projects.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City relies on a network of services providers to address the emergency shelter and transitional needs of homeless persons. These programs are supported through fee-for services agreements and pass through funds from federal and local sources. The City's partners include:

St. Elizabeth Shelter. Operates the Men's Emergency Shelter (28 beds) and Casa Familia (30 beds for women and children) and three transitional/supportive housing properties: Casa Cerrillos (28 apartments), Sonrisa Family Shelter (8 apartments) and the Santa Fe Suites (120 apartments). St. Elizabeth's recently took on management of the Suites, which is a mixed-income program for those coming out of homelessness and/or those who are working with low to moderate incomes. The shelters provide respite care for those who are in need of a place to recover from illnesses and behavioral health issues. Both have a program manager, case managers and supervisory staff. The supportive housing programs have on-site program/case managers that work closely with each guest and monitor their progress.

Interfaith Community Shelter (ICS). through partnership with 40+ faith and community groups and nearly 2,000 active volunteers, ICS provides shelter and services to men, women and children who are experiencing homelessness in Santa Fe, and provides a point of entry to the other services necessary to make the transition from homelessness to stable housing. As a minimal barrier shelter, it offers the Seasonal Night Shelter; the Day Services Program; and the Women's Summer Safe Haven. Resource Days operate 3 days/week, year round, with 12 partner provider agencies.

Life Link. Operates 24 apartment units at La Luz, administers Continuum of Care vouchers to support 70 scattered-site units for people with mental illness and other co-occurring disorders. They also administer 78 linkage vouchers in Santa Fe. The Life Link provides extensive

outpatient treatment, psychiatric and medication assisted treatment, psychosocial rehabilitation, homeless outreach, prevention, and rental assistance, peer support services, onsite healthcare screening, and comprehensive human trafficking outreach and aftercare services.

Esperanza Shelter. Offers no cost services to victims of domestic violence. The organization provides community navigation, advocacy, safety planning, therapy, substance abuse therapy, case management, child/family therapy, parenting classes, infant mental health, psycho educational groups for both survivors and offenders and legal advocacy. It operates a 24/7 crisis hotline 1-800-473-5220, and emergency shelter services for those needing to escape domestic violence.

Youth Shelters and Family Services. Youth Shelters and Family Services helps hundreds of homeless, runaway, and at-risk youth and their dependent children each year. The organization provides thousands of bed nights for unaccompanied youth experiencing homelessness through its emergency shelter, cold weather shelter, transitional living, and rapid rehousing programs. In addition, services are provided through the organization's drop-in center, street outreach, counseling center, pregnant and parenting initiative, youth appropriate referrals, case management, skill building services and activities geared toward self-sufficiency and readiness for adulthood.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again.

The City relies on its network of community partners to facilitate coordination of services and ensure that those vulnerable to homelessness don’t “fall through the cracks”. In October of 2017 a homeless task force held a series of meetings to provide recommendations to the Governing Body “to ensure that homelessness is prevented whenever possible or is otherwise a rare, brief and non-recurring experience.” These recommendations shaped the 2018-2022 Consolidated Plan planning process. Also, the NMCEH continues to implement systems for ensuring that homeless who seek services are tracked through HMIS through a statewide system of coordinated assessment. Every homeless family and individual is given an assessment based on the nationally recognized VI/SPDAT (Vulnerability Index/Service Prioritization Assessment Tool). The results of the assessment are used to refer homeless people to the type

of housing that best fits their needs and the assessment is used to create a prioritized list. Chronically homeless people are placed at the top of the list for permanent supportive housing.

The City of Santa Fe has worked closely with the Santa Fe Community Housing Trust to develop three apartment communities - Village Sage (60 units), Stagecoach Apartments (60 units) and the soon-to-be finished Las Soleras Station (87 units) where 25% of the units are set aside for people exiting homelessness. On-site support services and referral to other service providers is also provided. The City has contributed financially in various ways to each of these projects.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The City's CDBG entitlement funds and local funds will be used to support those with special needs through Adelante, Life Link, the Interfaith Shelter programs which will provide services to homeless, veterans, and people with special needs in order to help them in the area of their specific need(s) and/or to make the transition to permanent housing. The City's Family and Youth Services Office funds numerous transitional homeless programs including: Youth Shelters (outreach, transitional living, rapid rehousing, and emergency shelter for youth and their dependent children with special needs and/or at risk of homelessness), Interfaith (Women's and Community Shelter for women with special needs and/or at risk for homelessness). In addition, these programs work with the Veterans Advisory Board which funds a veteran support worker through the Veterans Integration Center (VIC) and rental space at Interfaith for a Homeless Veterans Coordinator through the Veterans Administration. Casa Cielo addresses housing and care needs of elderly and/or terminally ill individuals, including people who are homeless, facing end of life transitions, regardless of their ability to pay.

The City also funds Adelante, a school-based program and Communities in Schools (CIS), who work directly with students in Santa Fe Public Schools. CIS works with students to empower and encourage academic achievement and supports the work of Adelante by referring prospective students to Adelante staff members who work with students and their families' to qualify them for services through the McKinney-Vento Homeless Assistance Act and provide support focusing on housing instability, food instability, and academic success. CDBG funds are being used to provide enhanced security for homeless youth (Youth Shelters and Family Services TLP/Cold Weather Shelter), as well as the funding necessary to support the Cold Weather

Shelter run by Youth Shelters. Casa Cielo is entering into its second year funded through CDBG and will address the needs of elderly and/or terminally ill individuals facing end of life who do not have a safe or appropriate place to live. Apart from HUD funding, the City also supports the Santa Fe Recovery Center to provide housing for individuals who have graduated from their addiction recovery program.

The City has set aside funding for supplementation of rental assistance programs provided by a collaboration of at-risk-for-homelessness-serving organizations (LifeLink, SFPS Adelante Program, YouthWorks and the Santa Fe Recovery Center) These organizations have joined forces to address the gap in housing availability and homelessness for young adults to seniors, those young people who are unstably housed but working or attending higher education or trades training, and those starting a new chapter toward addiction recovery within the community. The collaboration was formed from a working group of concerned organizations that work daily to serve the populations with the highest-needs in Santa Fe. In addition to the rental assistance, the organizations will work together in a complimentary manner to provide a coordinated system of entry, wraparound services, staff and administrative support and interagency referrals for optimal placement of residents. The City works closely with its network of housing partners to ensure that the needs of those discharged from institutions are also being met. Many women have entered Casa Familia after giving birth once discharged from the hospital. Likewise, Youthworks receives many referrals from juvenile corrections systems and assists youth and their families with support to overcome obstacles such as housing instability, and other wrap-around services.

Discussion

As a result of the COVID-19 pandemic, the City re-commissioned several dormitory rooms and campus apartments to house homeless people or people without access to a safe place to stay if they needed to self-quarantine. CARES Act funding was deployed to support the ongoing use of this site as a shelter. Since October 2020, The Life Link has provided case management and clinical services to 97 individuals and families housed at the Coyote South Motel in a partnership with the City and County to decrease homeless numbers during the pandemic. The next round of funding will be used to support a similar hotel/motel conversion.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

Typically, those who are most heavily cost-burdened, have the lowest incomes. The City of Santa Fe reviewed its policies and practices to mitigate barriers to housing development--particularly affordable housing development—as part of the 2011 Analysis of Impediments (AI) to Fair Housing Choice. The City also submitted the 2016 AI update which was made available for public review with its successor, the City's 2017 Assessment of Fair Housing (AFH). HUD required both documents to be submitted in consecutive years, though the 2016 AI contains much of the framework as required by the AFH, per the new federal rule to Affirmatively Further Fair Housing. This update provides an in-depth review of city housing policies and land use and zoning regulations and also incorporates elements of the successor study as required by HUD. This study examines in further depth any groups or individual citizens not captured in the 2016 AI participation, especially such persons who reside in areas identified as Racially or Ethnically-Concentrated Areas of Poverty (R/ECAP's), Limited English Proficient (LEP) persons, and persons with disabilities. Some of the barriers or impediments to affordable housing identified in the 2011 AI still exist according to the 2016 analysis and mitigation steps are incorporated in the 2018-22 Consolidated Plan as well as the 2020 Annual Action Plan.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

According to the City's most recent AI, there are four substantial barriers to fair housing:

1. Lack of affordable housing: The City continues to undertake several activities to address its lack of affordable housing. In 2019, an ordinance amendment to the Santa Fe land use code eased restrictions on building accessory dwelling units. The objective was to provide incentives for incremental infill development and open up potential options for naturally occurring affordable rental units. The City also amended its inclusionary zoning program (SFCC 26-1, 26-2) to provide incentives and flexible options for the purpose of encouraging development that meets the community's current needs. The funds generated through allowable fees-in-lieu are expected to generate enough revenue to continue funding tenant-based rental assistance to meet a variety of needs - rent, utilities, rental/utility arrears, rental deposits, etc. As with any revenue generated or earmarked for affordable housing, use of the funds is dictated by city code and must be compliant with the NM Affordable Housing Act.

2. Some residents lack equal access to opportunity due to lower performing schools in high-poverty neighborhoods, ***and*** the lack of public transportation. CDBG projects funded through the RFP process are scored based upon livability and sustainability to include higher scoring for walkability to services, transportation and quality schools.
3. There is a lack of fair housing information and supportive services to assist people facing housing discrimination. The City's Fair Housing Assessment is accessible to the public on the City website and is updated every few years. The Annual Action Plan and projects chosen for the year are largely influenced by the needs outlined in the FHA.
4. Stakeholders continue to view neighborhood resistance or NIMBYism (Not-In-My-Backyard mentality) as a barrier to fair housing choice. One quarter of these survey respondents identified this as a "very serious" contributing factor. By expanding outreach tools and through partnerships with advocacy organizations, the City seeks a more demographically diverse representation in voices and opinions to be shared throughout the City.

Discussion:

The most recent data shows a current occupancy of almost 98% for all rental housing in Santa Fe. Almost half of the city's renter population is cost-burdened and three quarters of them do not earn enough to afford the median priced home for purchase. For that reason, the City continues to proactively enforce its inclusionary zoning requirement and to support the construction of housing, both affordable and market rate units. The City's objective is to support a healthy housing market that offers all types and price ranges. To that end, the City's been exploring efforts to potentially redevelop several of its underused corridors that have infrastructure and could support rental housing, and which wouldn't have existing residential neighbors concerned about higher density housing developments, while also providing easy access to transportation. These areas include the Siler Road corridor, the Midtown Local Innovation Corridor District (Midtown LINC), at St. Michael's Drive, the Airport Road corridor and the Midtown campus property.

Real estate development activity remains strong in Santa Fe, although it remains to be seen how the pandemic may slow the market. As of May 2019, there are 1,071 housing units under construction and 709 in the review and approval pipeline. Of these, 77 are affordable single family homes under construction, with an additional 72 affordable units in the approval pipeline. It is anticipated that 145 affordable rental units produced through the City's inclusionary zoning requirement and/or as a result of LIHTC investment will be approved for

construction.

Future production of new units will need to reflect the needs of emerging populations, specifically older, smaller households; the elderly; the self-employed; and special needs groups such as veterans. Market demand for single-family suburban style housing is decreasing as more households seek housing that is close to transportation, economic centers, services and amenities and can be adapted to changing needs to allow “aging in place” and entrepreneurial activities.

A focus in 2021 will be on the development of new, sustainable (in location, as well as efficiency) affordable units and sustainable rehabilitation of existing units in order to maintain affordable rent and housing stock as well as increase the availability of affordable housing. The City of Santa Fe's 25-Year Sustainability Plan was adopted in December 2018 and is focused upon taking the necessary steps to become carbon neutral by 2040, while increasing ecological resilience, economic vitality, quality of life and social equity for Santa Feans. Increasingly, interdisciplinary efforts are being made throughout the City to address the triple bottom line needs outlined in the 25-Year Plan for resiliency and sustainability through scaling and scoring each project's impact in environmental, economic and social health giving preference to the projects that will provide the most positive impact(s).

AP-85 Other Actions – 91.220(k)

Introduction:

Having a roof over one's head is one of our essential needs as human beings, as important as eating, sleeping, and receiving medical care. Yet, too often, the poor, the disabled, the elderly and even many in the workforce are not able to afford a house that meets their needs. A lack of high quality housing directly affects one's ability to build wealth, participate in civic activities, enjoy leisure time, and most of all, to have a decent and safe place to live. The overall health and vitality of a community suffers directly when its residents aren't housed adequately.

In Santa Fe, this situation is compounded by the fact that as a tourist destination and a place where wealthy people have second homes or choose for retirement, the city has attracted people from all over the world to live here, driving up the value of real estate beyond the ability of many who rely on the local economy to afford housing. A common obstacle to the underserved need of homeownership for Santa Fe residents is lack of credit worthiness and the inability to save a down payment for a home. Several of the City's partner organizations offer assistance in the rebuilding of credit history, as well as homebuyer education programs. However, those earning low incomes, mostly renters, are even more hard-pressed to attain affordable housing.

Actions planned to address obstacles to meeting underserved needs

This section describes additional efforts to address obstacles to meeting underserved needs, promote efforts to coordinate and facilitate the many elements related to housing, create suitable living environments, and promote economic development for low and moderate income persons.

The primary obstacle to meeting underserved needs is the lack of available resources. With continuing reductions in the available resources, the number of people and the extent to which they can be served is declining. The local economic environment is generally positive. Unemployment is low and the community has seen some commercial growth. However, it remains to be seen how the COVID-19 will affect the city's economy in the long term. Because of the predominance of tourism and service-oriented jobs, as well as the high numbers of self-employed and gig economy workers, the short term effects have been devastating.

The City remains committed to using its limited financial resources in the most effective and efficient manner possible and to collaborate with other agencies and programs to address the

community's needs, particularly those arising from the pandemic. More importantly, the City will dedicate its resources to keeping safely housed those who are recently unemployed, precariously housed or homeless.

Actions planned to foster and maintain affordable housing

The City of Santa Fe is committed to providing funding that supports innovative and sustainable housing solutions that result in permanently affordable and sustainable housing for residents who live and/or work in Santa Fe. It will continue to prioritize the use of CDBG and the Affordable Housing Trust Fund allocations to support mortgage principal reduction assistance, home repair and rental assistance. The City also provides administrative funding to nonprofit partners to provide housing and/or housing-related services. The Youth and Family Services Division funds several programs that serve homeless and those with special needs and the City's Office of Affordable Housing provides funding to support homebuyer training and counseling and support for existing homeowners through home repair, refinancing, and Home Equity Conversion Mortgages (HECM).

The City's inclusionary zoning program requires all residential developments to provide a percentage of the total units as affordable, 20% for homeownership units and three options for compliance for rental units: 1) paying a "fee-in-lieu of" (calculated using an "affordability gap" basis: the subsidized rent amount subtracted from the area's fair market rent); 2) constructing "Low Priced Dwelling Units" (affordable to renters earning up to 120% AMI); or 3) setting aside 15% for renters earning less than 80%AMI. Fees paid support the Affordable Housing Trust Fund, which, in turn, can fund rental assistance throughout the City as well as down payment assistance. The incentives for this program are a 15% density bonus, fee reductions for water and wastewater connections and fee waivers for development review and permit fees.

The affordability of homes created through the SFHP is controlled by the placement of a lien on the property that constitutes the difference between the appraised value of the home and the subsidized/effective sales price paid by the income-qualified buyer. If the unit is sold, the lien is either transferred to the new affordable buyer who is income qualified or repaid into the City's Affordable Housing Trust Fund (AHTF).

Actions planned to reduce lead-based paint hazards

According to the State of NM Department of Health (NMDOH), Santa Fe has low risk factors for lead exposure in children. 9.6% of its housing stock was built before 1950 and in 2011, 0 children in Santa Fe County tested positively for elevated blood levels. More recent studies by

the NMDOH identified Santa Fe County as having “low levels” of lead exposure, as cited in the NM Epidemiology Report, April 2017. The Office of Affordable Housing also conducts environmental reviews on all CDBG-funded activities. In cases where individual homes are older than 1978 and may have lead based paint, the subrecipient is required to follow all applicable law to assess the presence of lead and remediate it, if necessary.

Additionally, the City of Santa Fe’s housing partners - Habitat for Humanity, The Housing Trust and Homewise - must notify homeowners of any potential lead-based paint issues as part of every home-buying transaction. If a homebuyer purchases an existing home with financial assistance from the Housing Trust or Homewise, they are given a lead-based paint disclosure form that must be signed. If a home is purchased that was built before 1978, the EPA lead-based paint pamphlet entitled “Protect Your Family from Lead in Your Home” is also given to the homeowner. All federally funded home-repair activities are also subject to stringent guidelines for lead-based paint assessment and remediation. Both Habitat and Homewise are experienced in addressing the presence of lead-based paint in their home rehabilitation programs. Any presence of lead-based paint is remediated by a certified professional.

Actions planned to reduce the number of poverty-level families

As part of an anti-poverty strategy, the City will work toward implementing the following:

- Establish priorities for allocating federal tax credits to mixed income rental developments where at least 30% of the rental units will be affordable to households earning less than 50% of the AMI; (The Soleras Station project funded through CDBG initiated this strategy. The Siler Yard and Calle Resolana projects breaking ground in 2020-2021 will provide continuity in 2021 for this focus.)
- Fund a local housing voucher program to provide assistance to the homeless and near homeless; (Local funds will support a voucher program administered through Life Link, Adelante, NM Coalition to End Homelessness, YouthWorks, and Santa Fe Recovery Center.)
- Work with for-profit and non-profit organizations to develop one new multi-family, mixed income rental property. Total units not to exceed 100 per project (Support for the Siler Yards project and Calle Resolana is ongoing);
- Identify all existing affordable rentals and develop a preservation plan as needed. (Underway as part of the revitalization of the Midtown Campus project.)

Given the city’s high rate of cost burden, even for homeowners, it is apparent that continued focus on rehabilitation, home repair, and other support services is essential to alleviating

poverty in Santa Fe. Specific programs that reduce the number of poverty level families are:

- Dedicating capital impact programming and resources to Santa Fe's existing lower-income residential neighborhoods.
- Supporting youth recreation programs, meal delivery and afterschool resources to serve the needs of poverty level individuals and families.
- Continuing to support rehabilitation loan programs targeted toward low to moderate income homeowners (50%-80% AMI), which includes home renovations, emergency repairs and energy conservation measures including the purchase of new appliances, retrofits, and solar water heaters.
- Supporting the SFCHA's ongoing RAD conversion projects to renovate public housing units, building new units when feasible.

Actions planned to develop institutional structure

The biggest challenge for the City of Santa Fe over the next five years will be to continue to address the increasing demands of housing needs with limited financial resources. The City of Santa Fe's model of service delivery is to pass through most federal funds to sub-grantees and enter into administrative contracts with service providers who provide the services. This ensures that services are provided in the most efficient and relevant manner as possible. The sub-grantees are then able to leverage additional programming and project funds, including LIHTC, HOME, ESG, CDFI, as well as funds allocated through the state's Mortgage Finance Authority.

The City of Santa Fe will carry out the priorities in the Consolidated Plan and subsequently, the 2021 Annual Action Plan, by continuing to collaboratively work with our non-profit partners. The City's philosophy is to help build the capacity of our service providers, rather than increase the size of the City's bureaucracy. The City and its staff serve as advocates and coordinators for our partner non-profits. Another strength is the diversity of services provided with little overlap because of the coordination between City departments as well as between the City and the non-profit organizations. This communication and cooperation are key to ensuring that the services reach a wide range of the population who are in need, including homeless, senior citizens, low/mod income, at risk youth and people with special needs and disabilities.

Actions planned to enhance coordination between public and private housing and social service agencies

The City of Santa Fe has a long and successful history of working with the nonprofit,

private, and governmental sectors to create collaborative partnerships. The City encourages partnerships with the state and federal governments to expand funding for affordable housing, especially housing for people with disabilities, seniors, minorities, female-headed populations and various special needs populations. The City acts as a convener through its use of funds to support a variety of housing services and programs related to housing security. Through its various citizen committees (Community Development Commission, Veterans Affairs Committee, the Mayor's Panel on Disability, the newly formed Mayor's Task Force on Homelessness, Built for Zero Initiative with Community Services, the Children and Youth Committee, and more efforts to network with Economic Development for the increase of affordable workforce housing stock, etc.) the City ensures that funds are deployed to maximum benefit in the community.

The Community Services Department funds numerous transitional homeless programs including: Youth Shelters (outreach, transitional living, and emergency shelter), Interfaith (Women's and Community Shelter), St Elizabeth Shelter (Men and Family shelter). In addition, the Veterans Advisory Board funds a veteran support worker through the Santa Fe Veterans Alliance and rental space at Interfaith for a Homeless Veterans Coordinator through the Veterans Administration. The City also funds Adelante a school based program and Communities in Schools to identify and work with homeless families in Santa Fe Public Schools. The City will continue to support these organizations along with providing support for case consulting meetings. These partners, among others, are using a new City purchased data base that allows for better client center coordination and getting individuals and families connected to resources. While this is a new data system, we have already seen positive results, including better identification of those precariously housed, getting those families/individuals into programs or referrals to housing assistance to avoid falling into homelessness. CDBG funds are being used to provide renovation of a permanent supportive housing program (Casa Cerrillos) run by St Elizabeth Shelter, as well as the funding necessary to support an outreach coordinator for the Drop In Center run by Youth Shelters.

Specific projects that bridge economic development needs with that of housing providers and social services agencies include: redevelopment of the Midtown Campus; support of the Siler Yard live/work affordable housing project; support of the housing needs for youth participating in the Youthworks Culinary job training program; and support for low-mod homebuyers and

homeowners which directly supports the local economy and the triple bottom line address of social, economic and environmental sustainability practices adoption throughout the City.

Discussion:

The City's philosophy is to help build the capacity of community-based service providers, rather than to increase the size of its bureaucracy. This has been achieved by providing local funding to support administrative contracts in all areas of nonprofit services – affordable housing, youth programs, human services and economic development. As a result, the nonprofit network in Santa Fe is among the strongest in the state of New Mexico. Many pilot programs initiated in Santa Fe have been replicated not only statewide, but across the nation.

Another strength of the City's service delivery model is that a wide diversity of services is provided with little overlap because of the coordination between City departments as well as between the City and the non-profit organizations. This communication and cooperation are key to ensuring that services reach a those in the most need, including homeless families and individuals and those in danger of becoming homeless, veterans, senior citizens, victims of domestic violence, very-low income renters, at risk youth and people with special needs and disabilities.

While it's too early to understand the full economic effect of the COVID-19 pandemic, it is clear that the number of households at risk of becoming homeless or experiencing episodic homelessness is likely to increase dramatically. Without an increase in resources to support services and facilities, the service providers will grapple with limited capacity to meet emerging needs. The Santa Fe City Council will continue to support an innovative combination of regulation, policy and financial support for the development, preservation and improvement of affordable housing.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

This section identifies program income that is available to the City of Santa Fe for use that is included in projects to be carried out during PY2021.

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	200,000
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	**200,000**

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income.Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	95.00%

Projects funded for FY2021-2022 reflect a variety of programs, facilities and services in addition to the programs that are most commonly funded by the City – down payment assistance for homebuyers and home improvement for low-to moderate-income households as well as rental rehab projects and new affordable rental development. Program income funds will be recycled by the City's subrecipients to provide additional downpayment assistance.

City of Santa Fe, New Mexico
MEMO

DATE: April 13, 2021

TO: Public Works/Utilities Committee, Finance Committee and Governing Body

VIA: _____
Regina Wheeler, Public Works Department Director

FROM: Mark Baca, C.M., Airport Manager MB

ISSUE:
Airport Coronavirus Response Grant Program (ACRGP) Grant Award No. 3-35-0037-055-2021 and Budget Amendment Resolution (BAR)

SUMMARY:
The Santa Fe Regional Airport has been offered a grant through ACRGP, identified as Grant No. 3-35-0037-055-2021 for the maximum obligation amount of $1,570,927. The end date for this grant is four (4) years from the date of acceptance and is a reimbursable grant 100% Federal cost (no matching funds required).

By accepting this grant, the City of Santa Fe will certify that the reimbursements sought are for purposes directly related to airport operations. Such purposes include the reimbursement of the airport operational and maintenance expenses or debt service payments in accordance with the limitations prescribed in the Airport Coronavirus Response Grant Program (ACRGP). This grant may be used to reimburse operational and maintenance expenses directly related to the airport incurred no earlier than January 20, 2020, and also debt service payments that occur on or after December 27, 2020. ACRGP funds will be governed by the same requlations for "airport revenue". ACRGP funds may not fund any airport development program projects.

This is the second grant offered by the Federal Government in response to the COVID-19 pandemic. The City of Santa Fe's Governing Body accepted the CARES Act grant in the amount of $1,858,505.00 in May of 2020.

Should you have any questions, do not hesitate to contact me at ext. 2901.

ACTION:
Approval of Grant No. 3-35-0037-055-2021 and BAR as submitted.

Attachments:

Grant
Budget Amendment Resolution (BAR)

U.S. Department of Transportation
Federal Aviation Administration

Airports Division
Southwest Region
Louisiana, New Mexico

FAA ASW-640
10101 Hillwood Parkway
Fort Worth, TX 76177

CRRSA Transmittal Letter

April 7, 2021

The Honorable Allan Webber
200 Lincoln Avenue
Santa Fe, NM 87501

Dear Mr. Webber:

Please find the following electronic Airport Coronavirus Response Grant Program (ACRGP) Grant Offer, Grant No. 3-35-0037-055-2021 for Santa Fe Municipal Airport. This letter outlines expectations for success. Please read and follow the instructions carefully.

To properly enter into this agreement, you must do the following:

a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.

b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, no later than **May 21, 2021** in order for the grant to be valid.

c. You may not make any modification to the text, terms or conditions of the grant offer.

d. The grant offer must be digitally signed by the sponsor's legal signatory authority and then the grant offer will be routed via email to the sponsor's attorney. Once the attorney has digitally attested to the grant, an email with the executed grant will be sent to all parties.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System. The terms and conditions of this agreement require you drawdown and expend these funds within four years.

An airport sponsor may use these funds for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Please refer to the ACRGP Frequently Asked Questions for further information.

With each payment request you are required to upload an invoice summary directly to Delphi. The invoice summary should include enough detail to permit FAA to verify compliance with the Coronavirus Response and Relief Supplemental Appropriations Act (Public Law 116-260).

For the final payment request, in addition to the requirement listed above for all payment requests, you are required to upload directly to Delphi:

- A final financial report summarizing all of the costs incurred and reimbursed, and
- An SF-425, and.
- A closeout report (A sample report is available here).

Until the grant is completed and closed, you are responsible for submitting a signed/dated SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open).

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend $750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

I am readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts.

Sincerely,

Lacey D Spriggs (Apr 7, 2021 07:38 CDT)

Lacey D. Spriggs
Manager

U.S. Department
of Transportation
Federal Aviation
Administration

AIRPORT CORONAVIRUS RELIEF GRANT PROGRAM (ACRGP)

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date April 7, 2021

Airport/Planning Area Santa Fe Municipal Airport

ACRGP Grant Number 3-35-0037-055-2021

Unique Entity Identifier 069420818

TO: City of Santa Fe
(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA an Airports Coronavirus Response Grant Program (herein called "ACRGP") Application dated February 19, 2021, for a grant of Federal funds at or associated with the Santa Fe Municipal Airport, which is included as part of this ACRGP Grant Agreement; and

WHEREAS, the Sponsor has accepted the terms of FAA's ACRGP Grant offer;

WHEREAS, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the ACRGP Application for the Santa Fe Municipal Airport, (herein called the "Grant" or "ACRGP Grant") consisting of the following:

This ACRGP Grant is provided in accordance with the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSA Act or "the Act"), Division M of Public Law 116-260, as described below, to provide eligible Sponsors with funding for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. ACRGP Grant amounts to specific airports are derived by legislative formula (See Division M, Title IV of the Act).

The purpose of this ACRGP Grant is to prevent, prepare for, and respond to coronavirus. Funds provided under this ACRGP Grant Agreement must only be used for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational and maintenance expenses or debt service payments in accordance with the limitations prescribed in the Act. ACRGP Grants may be used to reimburse airport operational and maintenance expenses directly related to Santa Fe Municipal incurred

no earlier than January 20, 2020. ACRGP Grants also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after December 27, 2020. Funds provided under this ACRGP Grant Agreement will be governed by the same principles that govern "airport revenue." New airport development projects not directly related to combating the spread of pathogens and approved by the FAA for such purposes, may not be funded with this Grant.

NOW THEREFORE, in accordance with the applicable provisions of the CRRSA Act, Public Law 116-260, the representations contained in the Grant Application, and in consideration of (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS**:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is $1,570,927, allocated as follows:

   $44,457 Primary KC2021

   $1,526,470 Primary KQ2021

2. **Grant Performance.** This ACRGP Grant Agreement is subject to the following federal award requirements:

   a. The Period of Performance:

      1. Shall start on the date the Sponsor formally accepts this agreement, and is the date signed by the last Sponsor signatory to the agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance. The period of performance end date shall not affect, relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

      2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. (2 Code of Federal Regulations (CFR) § 200.1)

   b. The Budget Period:

      1. The budget period for this ACRGP Grant is 4 years (1,460 calendar days). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the budget period.

      2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to §200.308.

   c. Close out and Termination.

      1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later

than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344)

2. The FAA may terminate this ACRGP Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.

3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the CRRSA Act.

4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.

5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs is 100%.

6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this ACRGP Grant Agreement, the CRRSA Act, and the regulations, policies, standards, and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months or a 25 percent reduction in time devoted to the Grant, and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before May 21, 2021, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this ACRGP Grant Agreement, the CRRSA Act or other provision of applicable law. For the purposes of this ACRGP Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this ACRGP Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this ACRGP Grant Agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

    a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

    b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/SAM/pages/public/index.jsf.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.

14. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

15. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 United States Code (U.S.C.) § 50101 the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.

16. **Audits for Sponsors.**

    PRIVATE SPONSORS. When the period of performance has ended, the Sponsor must provide a copy of an audit of this Grant prepared in accordance with accepted standard audit practices, such audit to be submitted to the applicable Airports District Office.

17. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

    a. Verify the non-Federal entity is eligible to participate in this Federal program by:

        1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or

        2. Collecting a certification statement from the non-Federal entity attesting the entity is not excluded or disqualified from participating; or

        3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.

    b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. sub-contracts).

c. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debars a contractor, person, or entity.

18. **Ban on Texting While Driving.**

a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this ACRGP Grant or subgrant funded by this Grant.

2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

A. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

B. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded by this ACRGP Grant.

19. **Trafficking in Persons.**

a. You as the recipient, your employees, subrecipients under this ACRGP Grant, and subrecipients' employees may not –

1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

2. Procure a commercial sex act during the period of time that the award is in effect; or

3. Use forced labor in the performance of the award or subawards under the ACRGP Grant.

b. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –

1. Is determined to have violated a prohibition in paragraph A of this ACRGP Grant Agreement term; or

2. Has an employee who is determined by the agency official authorized to terminate the ACRGP Grant Agreement to have violated a prohibition in paragraph A.1 of this ACRGP Grant term through conduct that is either –

A. Associated with performance under this ACRGP grant; or

B. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),"as implemented by the FAA at 2 CFR Part 1200.

c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A during this ACRGP Grant Agreement.

d. Our right to terminate unilaterally that is described in paragraph A of this section:

1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and

2. Is in addition to all other remedies for noncompliance that are available to the FAA under this ACRGP Grant.

20. **Employee Protection from Reprisal.**

a. Prohibition of Reprisals —

1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:

a. Gross mismanagement of a Federal grant;
b. Gross waste of Federal funds;
c. An abuse of authority relating to implementation or use of Federal funds;
d. A substantial and specific danger to public health or safety; or
e. A violation of law, rule, or regulation related to a Federal grant.

2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:

a. A member of Congress or a representative of a committee of Congress;
b. An Inspector General;
c. The Government Accountability Office;
d. A Federal office or employee responsible for oversight of a grant program;
e. A court or grand jury;
f. A management office of the grantee or subgrantee; or
g. A Federal or State regulatory enforcement agency.

3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this ACRGP Grant Agreement may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.

4. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.

5. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).

6. Assumption of Rights to Civil Remedy — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

21. **Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this ACRGP Grant Agreement.

22. **Face Coverings Policy.** The sponsor agrees to implement a face-covering (mask) policy to combat the spread of pathogens. This policy must include a requirement that all persons wear a mask, in accordance with Centers for Disease Control (CDC) and Transportation Security Administration (TSA)

requirements, as applicable, at all times while in all public areas of the airport property, except to the extent exempted under those requirements. This special condition requires the airport sponsor continue to require masks until Executive Order 13998, Promoting COVID-19 Safety in Domestic and International Travel, is no longer effective.

SPECIAL CONDITIONS FOR USE OF ACRGP FUNDS

CONDITIONS FOR ROLLING STOCK/EQUIPMENT -

1. **Equipment or Vehicle Replacement.** The Sponsor agrees that when using funds provided by this grant to replace equipment, the proceeds from the trade-in or sale of such replaced equipment shall be classified and used as airport revenue.
2. **Equipment Acquisition.** The Sponsor agrees that for any equipment acquired with funds provided by this grant, such equipment shall be used solely for purposes directly related to the airport.
3. **Low Emission Systems.** The Sponsor agrees that vehicles and equipment acquired with funds provided in this grant:
   a. Will be maintained and used at the airport for which they were purchased; and
   b. Will not be transferred, relocated, or used at another airport without the advance consent of the FAA.

   The Sponsor further agrees that it will maintain annual records on individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.

CONDITIONS FOR UTILITIES AND LAND -

4. **Utilities Proration.** For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.
5. **Utility Relocation in Grant.** The Sponsor understands and agrees that:
   a. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;
   b. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and
   c. The utilities must serve a purpose directly related to the Airport.
6. **Land Acquisition.** Where funds provided for by this grant are used to acquire land, the Sponsor shall record the grant agreement, including the grant assurances and any and all related requirements, encumbrances, and restrictions that shall apply to such land, in the public land records of the jurisdiction in which the land is located.

The Sponsor's acceptance of this Offer and ratification and adoption of the ACRGP Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor. The Offer and Acceptance shall comprise an ACRGP Grant Agreement, as provided by the CRRSA Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to this Grant. The effective date of this ACRGP Grant Agreement is the date of the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated April 7, 2021

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

Lacey D Spriggs (Apr 7, 2021 07:38 CDT)

(Signature)

Lacey D Spriggs

(Typed Name)

Manager, LA/NM Airports District Office

(Title of FAA Official)

Part II - Acceptance

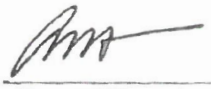
The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the ACRGP Grant Application and incorporated materials referred to in the foregoing Offer under Part I of this ACRGP Grant Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the ACRGP Grant Application and all applicable terms and conditions provided for in the CRRSA Act and other applicable provisions of Federal law.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct. [1]

Dated April 7, 2021

City of Santa Fe
(Name of Sponsor)



(Signature of Sponsor's Designative Official/Representative)

By: Alan Webber
(Type Name of Sponsor's Designative Official/Representative)

Title: Mayor
(Title of Sponsor's Designative Official/Representative)

[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, , acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of New Mexico. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the CRRSA Act. The Sponsor understands funding made available under this Grant Agreement may only be used to reimburse for airport operational and maintenance expenses, and debt service payments. The Sponsor further understands it may submit a separate request to use funds for new airport/project development purposes, subject to additional terms, conditions, and assurances. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated at

By: _____

(Signature of Sponsor's Attorney)

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 MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Apr 16, 2021 11:23 MDT)
_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED:

_____
MARY MCCOY, FINANCE DIRECTOR

Airport Operating / 5456050
Org.Name/Org.#

AIRPORT CORONAVIRUS RELIEF GRANT PROGRAM (ACRGP) ASSURANCES

AIRPORT SPONSORS

A. General.

1. These Airport Coronavirus Relief Grant Program (ACRGP) Assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the Coronavirus Response and Relief Supplemental Appropriations Act of 2020 (CRRSA Act or "the Act"), Public Law 116-260. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
2. Upon acceptance of this ACRGP Grant offer by the sponsor, these assurances are incorporated into and become part of this ACRGP Grant Agreement.

B. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this ACRGP Grant that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this ACRGP Grant including but not limited to the following:

FEDERAL LEGISLATION

a. 49 U.S.C. Chapter 471, as applicable
b. Davis-Bacon Act — 40 U.S.C. 276(a), et. seq.
c. Federal Fair Labor Standards Act — 29 U.S.C. 201, et. seq.
d. Hatch Act — 5 U.S.C. 1501, et. seq. [2]
e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et. seq.
f. National Historic Preservation Act of 1966 — Section 106 — 16 U.S.C. 470(f).
g. Archeological and Historic Preservation Act of 1974 — 16 U.S.C. 469 through 469c.
h. Native Americans Grave Repatriation Act — 25 U.S.C. Section 3001, et. seq.
i. Clean Air Act, P.L. 90-148, as amended.
j. Coastal Zone Management Act, P.L. 93-205, as amended.
k. Flood Disaster Protection Act of 1973 — Section 102(a) — 42 U.S.C. 4012a.
l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
m. Rehabilitation Act of 1973 — 29 U.S.C. 794.
n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).

p. Age Discrimination Act of 1975 — 42 U.S.C. 6101, et. seq.

q. American Indian Religious Freedom Act, P.L. 95-341, as amended.

r. Architectural Barriers Act of 1968 — 42 U.S.C. 4151, et. seq.

s. Power plant and Industrial Fuel Use Act of 1978 — Section 403- 2 U.S.C. 8373.

t. Contract Work Hours and Safety Standards Act — 40 U.S.C. 327, et. seq.

u. Copeland Anti-kickback Act — 18 U.S.C. 874.1.

v. National Environmental Policy Act of 1969 — 42 U.S.C. 4321, et. seq.

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.

x. Single Audit Act of 1984 — 31 U.S.C. 7501, et. seq. [2]

y. Drug-Free Workplace Act of 1988 — 41 U.S.C. 702 through 706.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

a. Executive Order 11246 – Equal Employment Opportunity

b. Executive Order 11990 – Protection of Wetlands

c. Executive Order 11998 – Flood Plain Management

d. Executive Order 12372 – Intergovernmental Review of Federal Programs

e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction

f. Executive Order 12898 – Environmental Justice

g. Executive Order 14005 – Ensuring the Future Is Made in All of America by All of America's Workers.

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [3, 4]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.

e. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.

f. 29 CFR Part 1 – Procedures for predetermination of wage rates. [1]

g. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States. [1]

h. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act). [1]

i. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements). [1]

j. 49 CFR Part 20 – New restrictions on lobbying.

k. 49 CFR Part 21 – Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.

l. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

m. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Program.

n. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance. [1]

o. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.

p. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.

q. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).

r. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

s. 49 CFR Part 41 – Seismic safety of Federal and Federally assisted or regulated new building construction.

FOOTNOTES TO ASSURANCE ACRGP ASSURANCE B.1.

[1] These laws do not apply to airport planning sponsors.
[2] These laws do not apply to private sponsors.
[3] Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses
[4] Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

1. **Purpose Directly Related to the Airport**

   It certifies that the reimbursement sought is for a purpose directly related to the airport.

2. **Responsibility and Authority of the Sponsor.**

   a. Public Agency Sponsor:

      It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing

and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. **Good Title.**

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

4. **Preserving Rights and Powers.**

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.

c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

5. **Consistency with Local Plans.**

Any project undertaken by this Grant Agreement is reasonably consistent with plans (existing at the time of submission of the ACGRP application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

6. **Consideration of Local Interest.**

It has given fair consideration to the interest of communities in or near where any project undertaken by this Grant Agreement may be located.

7. **Consultation with Users.**

In making a decision to undertake any airport development project undertaken by this Grant Agreement, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

8. **Pavement Preventative Maintenance.**

   With respect to a project undertaken by this Grant Agreement for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport, including ACRGP funds provided under this Grant Agreement. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

9. **Accounting System, Audit, and Record Keeping Requirements.**

   a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

   b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

10. **Minimum Wage Rates.**

    It shall include, in all contracts in excess of $2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

11. **Veteran's Preference.**

    It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

12. **Operation and Maintenance.**

    a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and

operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

1. Operating the airport's aeronautical facilities whenever required;
2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
3. Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

13. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

14. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.

15. Exclusive Rights.

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and

b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

16. Airport Revenues.

a. This Grant shall be available for any purpose for which airport revenues may lawfully be used to prevent, prepare for, and respond to coronavirus. Funds provided under this ACRGP Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums for costs related to

operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments as prescribed in the Act

b. For airport development, 49 U.S.C. § 47133 applies.

17. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

18. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

19. Airport Layout Plan.

a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:

1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;

3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and

4. all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan

as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

20. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

1. Programs and Activities. If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities

2. Facilities. Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or

2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language

It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

"The **City of Santa Fe**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT Acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
   A. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and
   B. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.
   C. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
   D. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

21. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

22. **Policies, Standards and Specifications.**

    It will carry out any project funded under an Airport Coronavirus Relief Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars for AIP projects, as of February 19, 2021, included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

23. **Access By Intercity Buses.**

    The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

24. **Disadvantaged Business Enterprises.**

    The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

25. **Acquisition Thresholds.**

    The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than $5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed $10,000, unless authorized in accordance with 2 CFR § 200.320. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the $250,000 threshold for simplified acquisitions.

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

View the most current Series 150 Advisory Circulars (ACs) for Airport Projects at
http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars

☐

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Works/Airport	04/07/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
REVENUES				*{enter as negative #}*	*{enter as positive #}*
US Department of Transportation	5456050	490550		(1,570,927.00)	
				0	

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

To record Airport Coronavirus Response Grant Program - reimbursable grant for operational expense

{Complete section below if BAR results in a net change to ANY Fund}	
Fund(s) Affected	Fund Balance Increase/(Decrease)
545	1570927
TOTAL:	**0**

Bobbi Huseman 04/07/2021
Prepared By *{print name}* Date

Mark Baca
Division Director Signature *{optional}* Date

4/15/2021
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 (Apr 16, 2021 09:53 MDT)
Budget Officer Date

Finance Director *{≤ $5,000}* Date

City Manager *{≤ $60,000}* Date

Signature: Irene Romero

Email: ikromero@santafenm.gov

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-__

INTRODUCED BY:

Councilor Christopher Rivera

Councilor Roman "Tiger" Abeyta

A RESOLUTION

REQUESTING APPROVAL OF AMENDMENT NO. 1 TO A MUNICIPAL ARTERIAL PROGRAM COOPERATIVE GRANT FROM THE NEW MEXICO DEPARTMENT OF TRANSPORTATION IDENTIFIED AS CONTROL NUMBER L500383 GRANTING A TIME EXTENSION FOR THE PLANNING, DESIGN, AND CONSTRUCTION OF AGUA FRIA STREET AND SOUTH MEADOWS ROAD INTERSECTION IMPROVEMENTS.

WHEREAS, this amendment extends the agreement until June 30, 2022. Extending the term of this agreement is necessary to seek additional funding for construction; and

WHEREAS, the New Mexico Department of Transportation ("NMDOT") sent out a call for applications for Municipal Arterial Program ("MAP") grant funds for FY 2020/2021; and

WHEREAS, an intersection improvement project for Agua Fria Street and South Meadows Road is identified as a priority by the Santa Fe Metropolitan Planning Organization and placed in the Metropolitan Transportation Plan; and

WHEREAS, the City of Santa Fe ("City") placed the intersection improvement project for Agua Fria Street/South Meadows Road Intersection ("Project") on the Capital Improvement Plan

("CIP") for design and construction in FY 2017/2018 and 2018/2019; and

WHEREAS, the intersection improvement project for Agua Fria Street and South Meadows Road was also placed on the Infrastructure Capital Improvements Plan ("ICIP") as a City-wide priority for Legislative funding for FY 2018/2019; and

WHEREAS, the intersection of Agua Fria Street and South Meadows Road is experiencing delays associated with continued growth due to current development in the area; and

WHEREAS, additional projected development will exacerbate existing delays at the intersection; and

WHEREAS, the City received $25,000.00 in capital outlay funding for this project from the 2015 Legislature for design, right-of-way acquisition, and construction; and

WHEREAS, the City received $100,000.00 in capital outlay funding from the 2018 Legislature to purchase rights-of-way and to plan, design, and construct road improvements at the intersection of Agua Fria Street and South Meadows Road; and

WHEREAS, the City received $125,000.00 in capital outlay funding from the 2019 Legislature to plan, design, and construct rights-of-way improvements to Agua Fria Street and South Meadows Road; and

WHEREAS, in FY 2019/2020 the City received $440,750.00 through the NMDOT MAP[GJB1] grant program requiring a City match of $146,917.00 for a total grant agreement amount of $587,667.00 to be used for planning, design, construction, reconstruction, pavement rehabilitation, drainage, and miscellaneous improvements to the intersection; and

WHEREAS, the City applied for funds for the Project through the MAP administered by the NMDOT; and

WHEREAS, the MAP cooperative agreement requires a 25 percent local match; and

WHEREAS, the City received $113,869.00 through the NMDOT MAP grant program, requiring a City match of $37,956.00 for a total grant agreement amount of $151,825.00; and

WHEREAS, from 2015 through 2020, the City has obtained funding from Legislative Appropriations and MAP for planning, design, and construction of Agua Fria-South Meadows Intersection Improvements Project in the total amount of $1,151,492; and

WHEREAS, $552,874.00 was used for engineering design, leaving only $598,618 available for construction; and

WHEREAS, in March 2021, the City applied for additional funding for $1,000,000 from Local Government Road Funds (LGRF) and another $500,000.00 from MAP; and

WHEREAS, if approved, the additional funding would be available November 2021, supporting planned construction in spring 2022; and

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the Governing Body extends the completion dates of the Project MAP cooperative grant award from the NMDOT to June 30, 2022.

AND BE IT FURTHER RESOLVED that the City of Santa Fe accepts responsibility for the Project; assumes the lead role in design development and construction of the Project; agrees to the terms, conditions, and certification and reporting requirements of the MAP cooperative project agreement; and assumes ownership, liability, and maintenance responsibilities for all amenities related to the completion of the Project.

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

APPROVED AS TO FORM:



_____

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2021/Resolutions/Agua Fria South Meadows MAP Grant Extension

City of Santa Fe New Mexico
Memorandum

Date: April 12, 2021

To: Governing Body

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

From: Tom Graham, ADA Coordinator

RE: Term Extension of Municipal Arterial Program Cooperative Agreement D18363/1 for Project L500383 "Agua Fria-South Meadows Intersection Improvements"

ITEMS AND ACTIONS

ITEM A. CONSIDERATION OF RESOLUTION NO. 2021-____, (COUNCILOR RIVERA)

A RESOLUTION REQUESTING A TIME EXTENSION FOR A MUNICIPAL ARTERIAL PROGRAM COOPERATIVE GRANT FROM THE NEW MEXICO DEPARTMENT OF TRANSPORTATION IDENTIFIED AS CONTROL NUMBER L500383 FOR THE PLANNING, DESIGN, AND CONSTRUCTION OF AGUA FRIA STREET AND SOUTH MEADOWS ROAD INTERSECTION IMPROVEMENTS

ITEM B. REQUEST FOR APPROVAL OF AMENDMENT NO. 1 TO A MUNICIPAL ARTERIAL PROGRAM COOPERATIVE AGREEMENT WITH THE NEW MEXICO DEPARTMENT OF TRANSPORTATION FOR THE PLANNING, DESIGN, AND CONSTRUCTION OF CIP 853C - AGUA FRIA AND SOUTH MEADOWS ROAD INTERSECTION IMPROVEMENTS PROJECT. AMENDMENT IS FOR EXTENSION OF AGREEMENT TERM ONLY AND NO ADDITIONAL FUNDING.

BACKGROUND AND SUMMARY

The City of Santa Fe received a FY2020/2021 Municipal Arterial Program Cooperative Agreement (NMDOT Contract No. D18363) from NMDOT in the amount of $151,825 for "Planning, Design, Construction, Reconstruction, Pavement Rehabilitation, Drainage and Miscellaneous Improvements" at the intersection of Agua Fria Street and South Meadows Road. The funding consists of a 75% state share of $113,869 and requires a 25% City match of $37,956. This Agreement which terminates on June 30, 2021 was approved by the City Council via Resolution 2019-50.

The Agua Fria-South Meadows Intersection Improvements Project would upgrade the existing traffic signal, provide turning lanes as well as improved bicycle and pedestrian facilities. The need to upgrade the traffic signals was brought by the addition of El Camino Real Academy, connection to NM599/County Road 62 Interchange and rapid residential growth in the area. On February 26, 2019 a public meeting was held at the El Camino Real Academy cafeteria where the public overwhelmingly supported the project.

Summary of Project Funding

SOURCE	AMOUNT	PURPOSE	EXPIRATION DATE	EXPENDED
NM State Capital Appropriation 2015	$25,000.00	Design	06/30/2019	$25,000
NM State Capital Appropriation 2018	$100,000	Design	06/30/2022	$100,000
NM State Capital Appropriation 2019	$125,000	Design	06/30/2023	$125,000
NMDOT Municipal Arterial Program Funding 2019 (25% match from City Impact Fees)	$587,667	Design and Construction	06/30/2020 Amendment #1 12/31/2021	$302,874
NMDOT Municipal Arterial Program Funding 2020 (25% match from City Impact Fees)	$151,825	Design and Construction	06/30/2021	
NMDOT Municipal Arterial Program Funding 2021 (25% match from City Impact Fees)	$162,000	Design and Construction	06/30/2022	
TOTAL FUNDING RECEIVED	**$1,151,492**			
TOTAL FUNDING EXPENDED				**$552,874**
TOTAL FUNDING REMAINING FOR CONSTRUCTION	**$598,618**			
ADDITIONAL FUNDING NEEDED FOR CONSTRUCTION (60% design estimate construction cost $2,032,495.08)	**$1,433,877**			

This amendment extends the Agreement until June 30, 2022. Extending the term of this Agreement is necessary to seek additional funding for construction. From 2015 through 2020, the City has obtained funding from Legislative Appropriations and MAP for planning, design and construction of Agua Fria-South Meadows Intersection Improvements Project in the total amount of $1,151,492. Of this amount, $552,874 was used for engineering design leaving only $598,618 available for construction. Based on the 60% Design Plan Cost Estimate for Construction ($2,032,495) using NMDOT 2020 bid items prices, the City needs another $1,433,877 to complete the project. In March 2021, the City has applied additional funding for $1M from Local Government Road Funds (LGRF) and another $500,000 from MAP. While both funding are administered by NMDOT, they have slightly different focus. LGRF is more competitive since the funding is open to all local and tribal governments, school districts and universities while MAP is only open to municipalities. If successful, both funding would be available in November 2021 supporting planned construction in Spring 2022. With current upward trends of prices of building materials, the City anticipates a higher construction estimate

for 90% and 100% Design Plans. However, whatever funding gap we might encounter, Public Works Roadway and Trails will seek the use of impact fees.

ATTACHMENTS:

Resolution 2021 –
Resolution 2019-50
MAP Cooperative Project Agreement – Amendment #1
FIR
Summary of Contracts
Procurement Checklist
Exemption Determination Request 13-1-98-A

City of Santa Fe New Mexico
Memorandum

Date: April 12, 2021

To: Governing Body

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

From: Tom Graham, ADA Coordinator

RE: Term Extension of Municipal Arterial Program Cooperative Agreement D18363/1 for Project L500383 "Agua Fria-South Meadows Intersection Improvements"

ITEMS AND ACTIONS

ITEM A. CONSIDERATION OF RESOLUTION NO. 2021-____, (COUNCILOR RIVERA)

A RESOLUTION REQUESTING A TIME EXTENSION FOR A MUNICIPAL ARTERIAL PROGRAM COOPERATIVE GRANT FROM THE NEW MEXICO DEPARTMENT OF TRANSPORTATION IDENTIFIED AS CONTROL NUMBER L500383 FOR THE PLANNING, DESIGN, AND CONSTRUCTION OF AGUA FRIA STREET AND SOUTH MEADOWS ROAD INTERSECTION IMPROVEMENTS

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NMDOT Municipal Arterial Program Funding 2021 (25% match from City Impact Fees)	$162,000	Design and Construction	06/30/2022	
TOTAL FUNDING RECEIVED	**$1,151,492**			
TOTAL FUNDING EXPENDED				**$552,874**
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ADDITIONAL FUNDING NEEDED FOR CONSTRUCTION (60% design estimate construction cost $2,032,495.08)	**$1,433,877**			

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for 90% and 100% Design Plans. However, whatever funding gap we might encounter, Public Works Roadway and Trails will seek the use of impact fees.

ATTACHMENTS:

Resolution 2021 –
Resolution 2019-50
MAP Cooperative Project Agreement – Amendment #1
FIR
Summary of Contracts
Procurement Checklist
Exemption Determination Request 13-1-98-A

Contract No.	**D18363/1**
Vendor No.	**54360**
Control No.	**L500383**

FIRST AMENDMENT TO MUNICIPAL ARTERIAL PROGRAM COOPERATIVE AGREEMENT

This **First Amendment** is to the Agreement entered into between the New Mexico Department of Transportation (Department) and the **City of Santa Fe** (Public Entity). This Amendment is effective as of the date of the last party to sign on the signature page.

RECITALS

Whereas, the Department and the Public Entity entered into an Agreement, Contract No. **D18363**, on **October 18, 2019**; and,

Whereas, Section 19 allows for modification of the Agreement by an instrument in writing executed by the parties; and,

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

Whereas, the parties agree to modify this Agreement.

Now, therefore, the Department and the Public Entity agree as follows:

1. Section 6, Term, is deleted and replaced with the following:

> **6. Term.**
> This Agreement becomes effective upon signature of all parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on **6/30/2022**. In the event an extension to the term is needed, the Public Entity shall provide written notice along with detailed justification to the Department sixty (60) days prior to the expiration date to ensure timely processing of an Amendment.

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

In Witness Whereof, each party is signing this Agreement on the date stated opposite that party's signature.

New Mexico Department of Transportation

By: _____ Date: _____
Cabinet Secretary or Designee

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By:_____ Date: _____
Assistant General Counsel

City of Santa Fe

By: _____ Date: _____

Name: _____

Title: _____

ATTEST:

By: _____ Date: _____
City Clerk

City Attorney's Office:
Marcos Martinez
Marcos Martinez (Apr 8, 2021 10:14 MDT)
Senior Assistant City Attorney

Approved for Finances:

_____
Finance Director

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2019-50

INTRODUCED BY:

Councilor Christopher M. Rivera

Councilor Signe I. Lindell

Councilor Renee D. Villarreal

A RESOLUTION

ACCEPTING A MUNICIPAL ARTERIAL PROGRAM COOPERATIVE GRANT FROM THE NEW MEXICO DEPARTMENT OF TRANSPORTATION IDENTIFIED AS CONTROL NUMBER L500383 FOR THE PLANNING, DESIGN, AND CONSTRUCTION OF AGUA FRIA STREET AND SOUTH MEADOWS ROAD INTERSECTION IMPROVEMENTS.

WHEREAS, the New Mexico Department of Transportation ("NMDOT") sent out a call for applications for Municipal Arterial Program ("MAP") grant funds for FY 2020/2021; and

WHEREAS, an intersection improvement project for Agua Fria Street and South Meadows Road is identified as a priority by the Santa Fe Metropolitan Planning Organization and placed in the Metropolitan Transportation Plan; and

WHEREAS, the City of Santa Fe ("City") placed the intersection improvement project for Agua Fria Street/South Meadows Road Intersection ("Project") on the Capital Improvement Plan ("CIP") for design and construction in FY 2017/2018 and 2018/2019; and

WHEREAS, the intersection improvement project for Agua Fria Street and South Meadows

Road was also placed on the Infrastructure Capital Improvements Plan ("ICIP") as a City wide priority for Legislative funding for FY 2018/2019; and

WHEREAS, the intersection of Agua Fria Street and South Meadows Road is experiencing delays associated with continued growth due to current development in the area; and

WHEREAS, future development will add to existing delays at the intersection; and

WHEREAS, the City received $25,000.00 in capital outlay funding for this project from the 2015 Legislature for design, right-of-way acquisition, and construction; and

WHEREAS, the City received $100,000.00 in capital outlay funding from the 2018 Legislature to purchase rights-of-way and to plan, design, and construct road improvements at the intersection of Agua Fria Street and South Meadows Road; and

WHEREAS, the City received $125,000.00 in capital outlay funding from the 2019 Legislature to plan, design, and construct rights-of-way improvements to Agua Fria Street and South Meadows Road; and

WHEREAS, in FY 2019/2020 the City received $440,750.00 through the NMDOT Municipal Arterial Program (MAP) grant program requiring a City match of $146,917.00 for a total grant agreement amount of $587,667.00 for planning, design, construction, reconstruction, pavement rehabilitation, drainage, and miscellaneous improvements to the intersection; and

WHEREAS, the City applied for funds for the Project through the MAP administered by the NMDOT; and

WHEREAS, the MAP cooperative agreement requires a 25% local match; and

WHEREAS, the City received $113,869.00 through the NMDOT MAP grant program requiring a City match of $37,956.00 for a total grant agreement amount of $151,825.00.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the Governing Body accepts the Project MAP cooperative grant award from the NMDOT.

AND BE IT FURTHER RESOLVED that the City of Santa Fe accepts responsibility for the Project; assumes the lead role in design development and construction of the Project; agrees to the terms, conditions, and certification and reporting requirements of the MAP cooperative project agreement; and assumes ownership, liability, and maintenance responsibilities for all amenities related to the completion of the Project.

PASSED, APPROVED, and ADOPTED this 25th day of September, 2019.

ALAN M. WEBBER, MAYOR

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2019/Resolutions/2019-50 Agua Fria South Meadows MAP Grant Acceptance

2019-50 Agua Fria South Meadows MAP Grant Acceptance

Final Audit Report 2019-09-27

Created:	2019-09-26
By:	Jesse Guillen (jbguillen@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAFw97ybA6vGV3RibJWpKjfAWtu2Y_IFMz

"2019-50 Agua Fria South Meadows MAP Grant Acceptance" History

Document created by Jesse Guillen (jbguillen@ci.santa-fe.nm.us)
2019-09-26 - 4:03:14 PM GMT- IP address: 63.232.20.2

Document emailed to Erin McSherry (ekmcsherry@santafenm.gov) for signature
2019-09-26 - 4:04:20 PM GMT

Email viewed by Erin McSherry (ekmcsherry@santafenm.gov)
2019-09-27 - 0:08:21 AM GMT- IP address: 63.232.20.2

Document e-signed by Erin McSherry (ekmcsherry@santafenm.gov)
Signature Date: 2019-09-27 - 0:10:21 AM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Alan Webber (amwebber@santafenm.gov) for signature
2019-09-27 - 0:10:23 AM GMT

Email viewed by Alan Webber (amwebber@santafenm.gov)
2019-09-27 - 4:03:29 AM GMT- IP address: 208.184.44.22

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Signature Date: 2019-09-27 - 4:04:04 AM GMT - Time Source: server- IP address: 208.184.44.22

Document emailed to Yolanda Vigil (yyvigil@santafenm.gov) for signature
2019-09-27 - 4:04:06 AM GMT

Email viewed by Yolanda Vigil (yyvigil@santafenm.gov)
2019-09-27 - 2:07:40 PM GMT- IP address: 63.232.20.2

Document e-signed by Yolanda Vigil (yyvigil@santafenm.gov)
Signature Date: 2019-09-27 - 2:07:54 PM GMT - Time Source: server- IP address: 63.232.20.2

Adobe Sign

Signed document emailed to Erin McSherry (ekmcsherry@santafenm.gov), Jesse Guillen (jbguillen@ci.santa-fe.nm.us), smanderson@santafenm.gov, Yolanda Vigil (yyvigil@santafenm.gov), and 1 more

2019-09-27 - 2:07:54 PM GMT

Adobe Sign

City of Santa Fe, New Mexico

memo

Date: **April 9, 2021**

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

From: Tom Graham, AIA, ADAC, CASp, NCARB, ADA Coordinator

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

Public Works

_____Department respectfully request exempt determination to be approved by the City's CPO, Fran Dunaway. The Memo of Agreement is between NMDOT and City of Santa Fe Public Works Department

City of Santa Fe follows the New Mexico State Procurement code.

A. *procurement of items of tangible personal property or services by a state agency or a local public body from a state agency, a local public body or external procurement unit except as otherwise provided in Sections 13-1-135 through 13-1-137 NMSA 1978;*

Amount: $151,825.00

Term: June 30, 2022

Approved Exemption

_____

Fran Dunaway, Chief Procurement Officer

FIR NO. 3322

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): A Resolution Requesting Time Extension for MAP Cooperative Agreement D18363 for Project L500383 "Agua Fria-South Meadows Intersection Improvements Project"

Sponsor(s): Councilor Rivera

Reviewing Department(s): Public Works

Staff Completing FIR: Tom Graham Date: 04/09/21 Phone: x 6654

Reviewed by City Attorney:  Date: Apr 19, 2021

Reviewed by Finance Director: _____ Date: _____

Summary:
This resolution requests extending the termination date of NMDOT Municipal Arterial Program Cooperative Agreement No. D18363 for Project L500383 "Agua Fria-South Meadows Intersection Improvements Project" from June 30, 2021 to June 30, 2022 due to insufficient funds to construct the project.

Departments Affected:
Public Works

Consequences of Not Enacting Legislation:
We will lose $113,869.00 of construction funding which will cause more delay in completing this project.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
None identified.

Performance and Administrative Implications:
Will need to find other ways to replace the funds that we are going to lose if this resolution is not approved.

Fiscal Implications:
If resolution is not approved, we will lose $113,869.00 of construction funding. Also, NMDOT might not approve our additional $1.5M funding application for construction. They may view this as irresponsible action.

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:

There are no increased costs associated with this resolution because we are only requesting to extend the termination date of the Agreement.

Revenue

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

Revenue Narrative:

None.

City of Santa Fe, New Mexico
Memorandum

DATE: **April 21, 2021**

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

VIA: **Jarel LaPan Hill, City Manager**
Mary McCoy, Finance Department Director
Shannon Jones, Public Utilities Department Director

FROM: **Jesse Roach, Director, City of Santa Fe Water**
Marcos Martinez, Senior Assistant City Attorney

ITEM AND ISSUE:
Request for Approval of County Partnership in the San Juan Chama Return Flow Project
Jesse Roach, jdroach@santafenm.gov 955-4309
Marcos Martinez, mdmartinez@santafenm.gov 955-6502

BACKGROUND AND SUMMARY:
Connected Utilities: The City of Santa Fe and Santa Fe County share ownership in the Buckman Direct Diversion (BDD), and work together to manage water deliveries from this and other sources to customers in and around the City through a connected transmission and distribution network. City of Santa Fe Water provides backup water supply to the County, and we are actively working with the County on several fronts to ensure a resilient shared water future.

The San Juan Chama Return Flow Project (SJCRFP): In 2015, the City and County completed the Santa Fe Basin Study, a collaborative evaluation of the potential impact of climate change and population growth on Santa Fe's water future. This study identified waste-water effluent as a potential key to avoiding water shortages in the Santa Fe area by the middle of the century. Subsequent internal investigation and published studies point firmly to the SJCRFP as the most resource-efficient way to turn waste-water effluent (indirectly) into additional potable supply. This additional surface water supply will add resiliency to the City water resources portfolio, and thus to the County's backup water source.

The Lower Santa Fe River: The SJCRFP will take waste-water effluent out of the Santa Fe River Watershed for delivery to the Rio Grande in exchange for the ability to divert additional water from the Rio Grande. While there will continue to be effluent discharged to the lower Santa Fe River with the SJCRFP in place, flows will be reduced. The proposed City County partnership in the SJCRFP includes a stakeholder informed planning process to address these changes.

Benefits of County Partnership in the SJCRFP: The County's participation in the SJCRFP would defray some of the City's costs in this large infrastructure project, would allow the County to directly benefit from a new water resource, and would bring the City and County together to engage in a stakeholder-informed planning process related to potential impacts of the SJCRFP on the lower Santa Fe River.

Proposed terms of City-County Partnership in the SJCRFP: The proposed partnership would allow the County to invest in the SJCRFP up to a 7% interest, and in return receive the same proportion of the wet water benefits from the project. Once built, the County would pay its proportionate share of operation, maintenance, replacement, and repair costs and 50% of costs associated with accounting for wet water project benefits. The County would provide a $140,000 nonrefundable up-front deposit on this investment. The City and County would embark on a stakeholder-informed lower Santa Fe River planning process to be complete within 2.5 years of the agreement effective date. Once that is complete, the County would have the option to exit the partnership, although they would lose the $140,000 deposit if they chose to exit at that point.

ACTION REQUESTED:
City of Santa Fe Water respectfully requests your review and approval of the attached City – County San Juan – Chama Return Flow Project Agreement

CITY-COUNTY
SAN JUAN – CHAMA RETURN FLOW PROJECT AGREEMENT

This San Juan – Chama Return Flow Project Agreement ("Agreement") is between the City of Santa Fe ("City"), a New Mexico home-rule municipality, and Santa Fe County ("County"), a political subdivision of the State of New Mexico (together the "Parties").

Recitals

A. The United States, Department of Interior, Bureau of Reclamation (Reclamation) and the City are parties to a contract, 05-WC-40-540, for 5,203 acre-feet per year of San Juan-Chama Project ("SJCP") Water. Reclamation and the County are parties to a SJCP contract, 05-WC-40-550 for 375 acre-feet of SJCP Water.

B. The City and County are partners in the Buckman Direct Diversion ("BDD"), under a Joint Powers Agreement ("the JPA") executed on March 7, 2005, and can divert SJCP water through the BDD for use within their service areas.

C. Although the Parties have the right to fully consume all of their SJCP water, a significant portion of potential reuse water is lost because of lack of infrastructure to put the water to beneficial use.

D. In order to more fully utilize their SJCP water and to meet growing demands in the face of potentially reduced supplies, the Parties desire to partner in the planning, construction, and operation of the Santa Fe SJCP Return Flow Pipeline Project ("Project"), consisting of a pipeline to move unconsumed SJCP water from the Paseo Real Water Reclamation Facility to 1) the Rio Grande for (a) rediversion and full consumption at the BDD or (b) for delivery to a downstream SJCP water user for subsequent exchange with water stored in upstream reservoirs and, should it become both feasible and preferable, 2) direct reuse, including, but not limited to, delivery of Project supply directly to the BDD water treatment plant for direct potable reuse ("DPR").

E. This Agreement represents one of four areas of active engagement between the City and County in preparation for a shared water future. The other three areas are in long-term water resources planning, sharing water resources at the Buckman Direct Diversion (BDD), and a lower Santa Fe River water management planning and mitigation process.

F. This Agreement is consistent with and furthers an overall conjunctive management strategy, with the objectives of improving drought resiliency, protecting ground water resources, mitigating Project impacts, protecting traditional water uses, including in areas such as La Cienega, and providing supplemental supply to areas dependent on groundwater, such as Eldorado.

Agreement

1. Project Partnership; General Cost-Sharing and Other Principles.

a. Except to the extent modified pursuant to Paragraph 2(b) and consistent with their SJCP allocations, the Parties' respective interests in the Project shall be 93% to the City and 7%

to the County. Subject to Paragraph 2(b) and Paragraph 14, each Party will pay its respective share of capital, operation, maintenance, replacement, and repair (OMR&R) costs associated with the Project; provided, however, that water and financial accounting costs directly attributable to the Project shall be split 50-50 by the Parties.

b. Capital costs are those costs (1) that may be included in the capitalized costs of the Project under generally accepted accounting principles for state and local governments; (2) that are included in the capitalized costs of the Project, as reflected in the City's financial records; and (3) that were incurred since publication of the Santa Fe Water Reuse Feasibility Study by the City and County in April of 2017.

c. OMR&R costs consist of the direct costs attributable to the OMR&R of the Project, such as electricity, parts, contractor payments, benefits and salary of City Staff attributable to the Project, and accounting services necessary to bill the County for its share of capital and OMR&R costs as well as account for the Parties' respective use of Project supply as required by Paragraph 5.

d. In implementing and operating the Project, the Parties shall owe to each other duties of loyalty, care, and good faith and fair dealing.

2. Construction Costs and Management. The City will have the authority and responsibility to direct and manage the planning, permitting, engineering design, and construction of the Project, subject to the following:

a. Once the City has final construction drawings, they shall be shared with the County Utility Director. If the County has any comments on those drawings, the County will provide those comments to the City within 15 working days, and the City will respond within 15 working days of receiving the County's comments. The County Utility Director must approve the final construction drawings for the Project, which approval shall not be unreasonably withheld.

b. The County's total contribution toward the capital costs of the Project shall not exceed the lesser of $2 million or 7% of the total capital costs for the Project and is subject to the following:

i. Prior to procuring the construction of the Project, the City shall deliver to the County a certified engineer's cost estimate for the Project. Procurement of the construction services shall only proceed if (i) the certified engineer's cost estimate will cause the County's capital contribution to be less than or equal to $2 million; (ii) the County authorizes additional funds to be allocated toward its capital contribution; (iii) the County agrees to having its interest in the Project reduced; (iv) the Project is redesigned to bring the certified engineer's cost estimate within available resources; or (v) the County chooses to end its participation in the Project and terminate the Agreement. If the certified engineer's cost estimate would cause the County's capital contribution to exceed $2 million and the Parties do not agree to have the Project redesigned to bring the certified cost estimate within available resources, then the County shall, within 60 days after the Parties decide not to have the Project redesigned, make its election pursuant to items (ii) and/or (iii) or (v) in the previous sentence; provided, however, that the County shall have the ability to make its

additional contributions over a defined time period if doing so does not interfere with the timely delivery of the Project.

ii. Prior to authorizing the selected contractor to proceed with the construction of the Project, the City shall submit the contractor(s)'s bid to the County. Construction shall only proceed if (i) the contractor(s)'s bid will cause the County's capital contribution to be less than or equal to $2 million or, if the County authorized a higher amount pursuant to Paragraph 2(b)(i), that higher amount; (ii) the County authorizes additional funds to be allocated toward its capital contribution; (iii) the County agrees to having its interest in the Project reduced; (iv) the Project is redesigned to bring the contractor(s)'s bid within available resources; or (v) the County chooses to end its participation in the Project and terminate the Agreement. If the contractor(s)'s bid would cause the County's capital contribution to exceed $2 million or, if the County authorized a higher amount pursuant to Paragraph 2(b)(i), that higher amount and the Parties do not agree to have the Project redesigned to bring the contractor(s)'s bid within available resources, then the County shall, within 60 days after the Parties decide not to have the Project redesigned, make its election pursuant to items (ii) and/or (iii) or (v) in the previous sentence; provided, however, that the County shall have the ability to make its additional contributions over a defined time period if doing so does not interfere with the timely delivery of the Project.

c. Except for the payment described in Paragraph 2(d), the County shall reimburse the City for the County's share of the capital costs of the Project incurred by the City after the Project has been tested and accepted by the City or upon expiration of the County's termination option pursuant to Paragraph 6(b), whichever occurs last. For the avoidance of doubt, the Parties recognize and agree that the County may, with the written approval of the Director of City of Santa Fe Water, incur and directly pay for capital costs for the Project, which shall be counted toward its capital contribution under this Paragraph 2.

d. Within thirty (30) days of the execution of this Agreement, the County shall pay the City the sum of $140,000 to be applied toward the County's share of the capital costs of the Project. This payment is non-refundable, even if the County terminates the Agreement pursuant to Paragraphs 2(b) or Paragraph 6.

3. OMR&R.

a. Once constructed, the City will have the authority and responsibility to oversee and conduct Project OMR&R.

b. In January of each year, the Director of City of Santa Fe Water and the County Utility Director shall determine a Project operating plan for the current calendar year. The operating plan shall be designed to ensure that each Party receives its respective share of Project supply during the calendar year.

c. In January of each year, the City shall deliver to the County the proposed OMR&R budget for the Project for the following fiscal year, including the County's share of OMR&R costs as defined in Paragraph 2(d).

d. At the beginning of each fiscal quarter, the City shall bill the County in advance for OMR&R costs it reasonably expects to incur that quarter. Payment shall be tendered to the City within thirty (30) days of the date of invoice. The City may invoice the County electronically. At the end of each fiscal year, or more frequently if requested by the County, the City shall document its actual costs to the County. The City shall credit the unexpended balance (if any) of the County's contributions at fiscal year end toward the County's contributions in the next fiscal year.

4. **Future Capital Expenditure.** Any capital expenditure beyond the initial capital costs of the Project and ordinary repair and replacement costs included in the annual OMR&R budget shall be the subject of a separate written agreement between the parties.

5. **Allocation and Delivery of Water; Accounting.** The City is allocated 93% and the County is allocated 7% of Project supply. The Parties anticipate that a variety of mechanisms, or combinations thereof, will be available for crediting of Project return flow, including the following:

a. Direct Re-Diversion. If the Project is authorized to receive return-flow credit for Project water returned to the Rio Grande and the Parties are permitted to immediately redivert the water at the BDD, then the Parties expect the quantity of rediversion to equal the amount of return-flow credit, without reduction. For example, if in one year the Project returns 4,000 acre-feet to the Rio Grande, and is given return-flow credit for that full amount, and each Party chooses to take all of its Project supply as rediversion, then the City would redivert 3,720 acre-feet of return-flow credit and the County 280 acre-feet.

b. Downstream SJCP Water User Exchange. If the Project is authorized to return Project water to the Rio Grande for delivery to a downstream SJCP water user and the Parties are permitted to receive an exchange credit allowing for transfer to the Parties' SJCP accounts in Heron, El Vado, or Abiquiu Reservoirs, then the Parties expect the transferred amount will be reduced, resulting in a less than 1 to 1 exchange credit. For illustrative purposes only, if in one year the Project returns 4,000 acre-feet to the Rio Grande for delivery to a downstream SJCP user, and the Parties receive 90% of the delivery (3,600 AF) as a transfer in Heron, then the City's SJCP account in Heron Reservoir would be credited 3,348 acre-feet and the County's SJCP account in Heron Reservoir would be credited 252 acre-feet.

c. Direct Reuse.

i. The City and County analysis in the 2017 Water Reuse Optimization Feasibility Study concluded that return flow credits are currently the best option for expanding potable water supply via utilization of effluent at the Paseo Real Water Reclamation Facility. At this point, there is technical and regulatory uncertainty associated with near term consideration of DPR at the BDD water treatment plant. If at some point in the future, technology, regulatory compliance, hydrology, or other factors change sufficiently to make DPR a preferable water reuse strategy, a Party or the Parties may utilize Project infrastructure to facilitate a transition from return-flow credits to DPR.

ii. Although the Project feasibility and associated permitting is based entirely on return flow of unconsumed SJCP water to the Rio Grande, the Parties agree that, where it makes sense, the Project should be designed and constructed to be adaptable over time to accommodate additional direct reuse. For example, Project supply could be made available for turf irrigation currently being supplied by BDD raw water, to provide supply to the lower Santa Fe River as part of mitigation planning described in Paragraph 6 below, for use at locations made accessible by connection to the return-flow pipeline, and for direct potable reuse at the BDD water treatment plant.

iii. Direct reuse will not require any reduction in the quantity of Project supply. For example, if DPR is mutually implemented at some point in the future, and in one year the Project delivers 4,000 acre-feet for DPR, then the City could use 3,720 acre-feet and the County 280 acre-feet of the DPR.

Accounting of each Party's annual Project supply usage will be maintained.

6. Lower Santa Fe River Mitigation Program; County Termination Option.

a. Within 180 days of the effective date of this Agreement, the City and County will engage in a stakeholder-informed planning process for the lower Santa Fe River to develop and implement water management strategies to maintain flows in the Lower Santa Fe River. Within two years of the effective date of this Agreement, the Parties will jointly develop and recommend for approval by their respective governing bodies a Mitigation Program for implementation of any agreed mitigation actions.

b. Should the Parties fail to timely develop a Mitigation Program or should the governing bodies fail to adopt a mutually agreeable Mitigation Program, the County may, but shall not be required to, elect to terminate its participation in the Project, effective at the end of the fiscal year or upon 180-days' notice, whichever is later. Should the County choose to terminate its participation in the Project, the County shall have no obligation to reimburse the City for, or directly incur, capital costs for the Project. For the avoidance of doubt, the County shall not be reimbursed for its share of OMR&R expenses incurred through the effective date of the termination. The County's termination option expires 2 years and six months after the effective date of this Agreement.

7. Substitution of Treated Effluent to Supply Turf Irrigation. The County and the Club at Las Campanas (The Club) are parties to the Raw Water Supply Agreement dated November 15, 2011, for supply of up to 600 acre-feet per year of raw water derived from the BDD for turf irrigation. The City is party with Las Campanas Limited Partnership to the Settlement Agreement dated September 30, 2003, that provides for delivery by the City to Las Campanas of up to 450 acre-feet per year of treated effluent for turf irrigation through 2027. The Parties agree to work with The Club in good faith to evaluate the existing supply methods and agreements in order to seek potential efficiency improvements that will benefit all parties, including by updating, extending, or changing existing agreements. By substituting treated effluent for raw water for supply of turf irrigation, additional supply from the BDD may be available for potable uses. To this end, the Parties will work to complete terms of agreement with The Club by the end of 2022.

8. Term; Decennial Review of Terms.

a. This Agreement shall be effective on the latest signature date below and shall continue thereafter unless terminated by mutual agreement of the Parties or pursuant to Sections 2(b) or 6(b).

b. As used herein, a "Material Change in Circumstances" means a material change in circumstances that would make continuation of the then-current terms of this Agreement inequitable to a Party or contrary to the public good. On the tenth anniversary of this Agreement and every ten years thereafter, the Parties agree to evaluate whether there has been a Material Change in Circumstances. In the event that the Parties cannot agree (1) whether there has been a Material Change in Circumstances or (2) what should be done in light of the Material Change in Circumstances (e.g., an amendment to the Agreement or termination of the Agreement), either Party may, subject to Paragraph 10, seek a declaration from the First Judicial District Court (1) that there has been a Material Change in Circumstances and (2) that the Agreement should be terminated as a result. The Court may condition termination of the Agreement upon such terms as are necessary to avoid unjust enrichment or undue hardship, such as requiring the Party who would continue to benefit from the Project to reimburse the other Party for its share of capital expenditures, delaying the effective date of termination to allow a Party to secure a replacement supply of water, and requiring the Party who would continue to benefit from the Project to contribute toward the cost of the replacement supply of water. Nothing herein shall preclude the Parties from amending this Agreement outside of the decennial Material Change in Circumstances review process described herein.

9. Amendment. This Agreement may be modified only by a written agreement between the Parties.

10. Dispute Resolution. All disputes arising under this Agreement, including those related to OMR&R, annual OMR&R budgets, and payment arising under Paragraph 3, shall be subject to this Paragraph 10. The City and County agree to mediate disputes consistent with the Mediation Procedures Act, NMSA 1978, secs. 44-7B-1 through 44-7B-6 prior to initiating any litigation, to resolve any conflicts arising under this Agreement, the expenses of which shall be shared equally by the City and County. Disputes shall be first discussed by representatives of each party. Such representatives shall use their best efforts to amicably and promptly resolve the dispute. If the parties are unable to resolve the dispute through informal mechanisms or mediation within 60 days of the occurrence of the event or circumstances giving rise to the dispute, either party may give notice to the other party that the aggrieved party intends to litigate the dispute. Any dispute requiring notice shall be reported to the next meeting of the respective City and County governing bodies

11. Entire Agreement. This Agreement contains the Entire Agreement between the City and County with regard to the matters set forth herein.

12. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective representatives, successors, and assigns.

13. Law. The laws of the State of New Mexico shall govern this Agreement.

14. Non-Appropriations Clause. So as to comply with NMSA 1978, Section 6-6-11 (1968) and N.M. Const., art. IX, Section 10, the County's and City's obligations in future fiscal years are contingent upon sufficient appropriations and authorizations being made by their respective governing bodies. The City and County are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure.

15. Notices.

a. Any notice, demand, request, or information authorized or related to this Agreement shall be deemed to have been given if mailed (return receipt requested), hand delivered or faxed as follows:

To the City:

Director, City of Santa Fe Water
City of Santa Fe
PO Box 909
Santa Fe, NM 87501
Phone: 955-4309
Fax: 955-4352

With a copy to:

City Manager City of Santa Fe PO
Box 909
Santa Fe, NM 87501
Phone: 955-6509
Fax: 955-6683

City Attorney City of Santa Fe PO
Box 909
Santa Fe, NM 87501
Phone: 955-6511
Fax: 955-6748

To the County:

Santa Fe County Utilities Director
Santa Fe County
PO Box 276
Santa Fe, N.M. 87504-0276
Phone: 992-9870
Fax: 992-3028

With a copy to:

County Manager
Santa Fe County
PO Box 276
Santa Fe, NM 87504-0276
Phone: 986-6200
Fax: 986-2740

County Attorney
Santa Fe County
PO Box 276
Santa Fe, NM 87504-0276
Phone: 986-6279
Fax: 986-6362

b. Notice shall be deemed to have been given based upon the method of delivery, as follows: notices sent by facsimile or hand delivered shall be deemed given on the date of delivery, as evidenced, with respect to facsimile delivery, by a printout showing successful transmission of all pages included in the notice; notices sent by mail shall be deemed given three business days after the notice is mailed with postage prepaid.

c. A Party may change the persons to whom or addresses or fax numbers at which notice shall be given by giving all other Parties and the Authority notice of the change in accordance with this Article.

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, each of the City of Santa Fe, New Mexico, and the County of Santa Fe, New Mexico, has caused this Agreement to be executed and delivered by its duly authorized representatives as of the date specified below.

CITY OF SANTA FE

Alan Webber, Mayor	Date

ATTEST:

Kristine Bustos-Mihelcic, City of Santa Fe Clerk	Date

APPROVED:

Mary McCoy, City Finance Director	Date

APPROVED AS TO FORM:

Erin K. McSherry, City Attorney	Date

SANTA FE COUNTY

Henry P.Roybal, Chair
Board of County Commissioners

Date

ATTEST:

Katharine E. Clark, County Clerk

Date

APPROVED AS TO FORM:

Gregory S. Shaffer, County Attorney

Date

FINANCE DIVISION APPROVAL

Yvonne S. Herrera, Finance Director

Date

City of Santa Fe, New Mexico
Memorandum

DATE: March 22, 2020

TO: Governing Body
Finance Committee
Public Works Committee

VIA: Jarel LaPan Hill, City Manager
Mary McCoy, Finance Department Director
Fran Dunaway, Chief Procurement Officer
Rich Brown, Community Development Department Director Richard Brown

FROM: Randy Randall, Tourism Director Randy Randall

ITEM AND ISSUE:
Request for the Approval of Amendment #2 in the Total Amount of $175,000 for Advertising Contract; Vladimir Jones, increase for FY21; Randy Randall, rrandall@santafenm.gov, 955-6209.

BACKGROUND AND SUMMARY:

TOURISM Santa Fe is proposing to add $175,000 to the existing advertising contract with Vladimir Jones to increase the reach and impact of our restart messaging, with the intent of accelerating restoration of visitation to the city.

The current contract with Vladimir Jones for FY21 provides for a marketing budget of $1,300,000. This contract includes a base fee of $290,000 for agency services, $95,000 for production and other support services and $915,000 for direct, non-commissionable advertising. Approximately $650,000 of this has been reserved to support the restart effort and will be expended in the months of March, April, May and June.

During FY21, several planned uses of budget have not occurred due to the extended period of COVID-closures and inability for events to be produced. The film office was also able to be funded from prior year balances, making the planned new support unnecessary. As a result, there is an additional amount of $175,000 available in the Tourism Santa Fe budget that we recommend be added to the agency contract for direct, non-commissionable advertising with only 10% of the budget being used to service this additional buy. This will increase the restart advertising by 26% and provide much stronger support to our partners in our effort to bring more visitation to Santa Fe in the late spring, summer and fall months.

PROCUREMENT METHOD:
The procurement method is RFP '19/25/P.

CONTRACT NUMBER:
The FY20 Munis contract number is 3200492.

FUNDING SOURCE:
The funding source is:
$140,000 – TBAR Attached
TSF Lodger's Tax Fund/Fund 213
TSF/VSF/2130521

Advertising/561850

$35,000
SFCCC/Fund 520
TSF/CCC/5206600
Advertising/561850

ACTION REQUESTED:
Approve the addition of $175,000 to the existing FY21 advertising contract with Vladimir Jones from available funds in the Tourism Santa Fe budget.

Contract No. _____
Munis No. 3200492

CITY OF SANTA FE
CONTRACT AMENDMENT No. 2
Item#19-0384

THIS AMENDMENT is made and entered into by and between the City of Santa Fe, hereinafter referred to as the "City," and Vladimir Jones (Praco), hereinafter referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISIONS OF THE ABOVE-REFERENCED CONTRACT ARE AMENDED AS FOLLOWS:

Section 3, Compensation, is hereby amended to read as follows:

3. **Compensation.**

A. Under this Agreement, the City shall pay to the Contractor in full payment for services rendered additional compensation at the rate of **one hundred and seventy five thousand dollars ($175,000)**, such compensation not to exceed **$175,000** including gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the City to the Contractor.

The total amount payable to the Contractor under Agreement # 19-0384 and all Amendments to this Agreement, including gross receipts tax and expenses, shall not exceed three million seventy five thousand dollars ($3,075,000). 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.

All other articles of this contract remain the same.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the City and Contractor below, or a specified date, whichever is later.

City of Santa Fe:

By: _____ Date:_____
Alan Webber, Mayor

Attest:

By: _____ Date:_____
Kristine Bustos Mihelcic, City Clerk

City Attorney's Office:

By: Marcos Martinez Date: Mar 25, 2021
Marcos Martinez (Mar 25, 2021 11:44 MDT)
Senior Assistant City Attorney

Approved for Finances:

By: _____ Date:_____
Mary McCoy, Finance Director

Contractor:
Vladimir Jones (Praco)

By: Meredith Vaughan Date: Mar 30, 2021
Meredith Vaughn, CEO

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

CRS Number: #03-436229-00-0
Business License Number: #21-00157691

Object/Org: 2130521.561850 - $140,000 – (BAR attached) & 5206600.561850 - $35,000

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Vladimir Jones (Praco)

Procurement Title: Advertising Agency of Record Services – Amendment #2 for FY21

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 Tourism Staff Name Jordan Guenther

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: _____

Jordan Guenther, Marketing Director TSF Jordan Guenther 3.26.2021
Department Rep Printed Name (attesting that all information included) Title Date

Fran Dunaway
Fran Dunaway (Apr 21, 2021 14:16 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 # **3200492**

Contractor: **Vladimir Jones (Praco)**

Description: **Advertising Agency of Record Services. Amendment #2 for FY21, increase compensation by $175,000**

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ☉

Term Start Date: **4/28/21** Term End Date: **6/30/21**

☐ Approved by Council Date: _____

Contract / Lease: **PSA is for Advertising Services for the City of Santa Fe**

Amendment # **2** to the Original Contract / Lease # **19-0384**

Increase/(Decrease) Amount $ **175,000.00**

Extend Termination Date to: _____

☐ Approved by Council Date: _____

Amendment is for: **Increase compensation by $175,000 for current FY21**

2. **HISTORY** of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)
Original #19-0384 began FY20 for $1,600,000 ($100,000 began in June 2020). Amendment #1, #20-0467,was to increase compensation for FY21 by $1,300,000 and extend the term date to 6/30/21.

3. Procurement History: **RFP '19/25/P**

Fran Dunaway (Apr 21, 2021 14:16 MDT)

Purchasing Officer Review: Apr 21, 2021 Date:

Comment & Exceptions: Amendment #1 for increase FY21

4. Funding Source: **2130521.561850 $140k&5206600.561850 $35k** Org / Object: **213/VSF, 520/CCC**

Alexis Lotero (Apr 21, 2021 10:34 MDT)

Budget Officer Approval: Apr 21, 2021 Date:

Comment & Exceptions: **BAR is attached to move funds into VSF Advertising 2130521.561850**

Staff Contact who completed this form: **Antoinette Armijo-Rougemont** Phone # **x6210**

Email: **amarmijo@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/1/2021

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
AssuredPartners Colorado
101 N Cascade Ave #410
Colorado Springs CO 80903

CONTACT NAME: Candi Chuburu
PHONE (A/C, No, Ext): | **FAX (A/C, No):**
E-MAIL ADDRESS: candi.chuburu@assuredpartners.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hanover Insurance Company	22292
INSURER B : Pinnacol Assurance	41190
INSURER C : Philadelphia Indemnity Company	18058
INSURER D :	
INSURER E :	
INSURER F :	

INSURED PRACLTD-01
Praco LTD DBA Vladimir Jones
2 N Nevada Ave., Suite 1400
Colorado Springs CO 80903

COVERAGES **CERTIFICATE NUMBER:** 1054186514 **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			ZH4-8824495-10	9/26/2020	9/26/2021	EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	X OTHER: Priv&Sec, Cyber						Priv & Sec, Cyber	$ 50,000
A	AUTOMOBILE LIABILITY			AW4-884692-10	9/26/2020	9/26/2021	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	X UMBRELLA LIAB X OCCUR			UH4-8850592-10	9/26/2020	9/26/2021	EACH OCCURRENCE	$ 5,000,000
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 5,000,000
	[ ] DED X RETENTION $ 0							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			1002922	1/1/2021	1/1/2022	X PER STATUTE [ ] OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A (Mandatory in NH)						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
C	Cyber			PHSD1577930	9/26/2020	9/26/2021	Cyber Aggregate Limit	1,000,000
C	Crime			PHSD1577927	9/26/2020	9/26/2021	Crime Limit	500,000
C	Professional			PHSD1577779	9/26/2020	9/26/2021	Prof Aggregate Limit	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is recognized as Additional Insured with respects to liability policies (excluding Worker's Compensation) as required by written contract but only to the extent of such contract.

CERTIFICATE HOLDER

TOURISM Santa Fe
City of Sante Fe
201 West Marcy St.
Santa Fe NM 87501

CANCELLATION 30

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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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SUMMARY OF COVERAGES

1.	Additional Insured by Contract, Agreement or Permit	Included
2.	Additional Insured – Primary and Non-Contributory	Included
3.	Blanket Waiver of Subrogation	Included
4.	Bodily Injury Redefined	Included
5.	Broad Form Property Damage – Borrowed Equipment, Customers Goods & Use of Elevators	Included
6.	Knowledge of Occurrence	Included
7.	Liberalization Clause	Included
8.	Medical Payments – Extended Reporting Period	Included
9.	Newly Acquired or Formed Organizations - Covered until end of policy period	Included
10.	Non-owned Watercraft	51 ft.
11.	Supplementary Payments Increased Limits	
	- Bail Bonds	$2,500
	- Loss of Earnings	$1000
12.	Unintentional Failure to Disclose Hazards	Included
13.	Unintentional Failure to Notify	Included

This endorsement amends coverages provided under the Commercial General Liability Coverage Part through new coverages, higher limits and broader coverage grants.

1. Additional Insured by Contract, Agreement or Permit

The following is added to **SECTION II – WHO IS AN INSURED:**

Additional Insured by Contract, Agreement or Permit

a. Any person or organization with whom you agreed in a written contract, written agreement or permit that such person or organization to add an additional insured on your policy 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 your acts or omissions, or the acts or omissions of those acting on your behalf, but only with respect to:

(1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;

(2) Premises you own, rent, lease or occupy; or

(3) Your maintenance, operation or use of equipment leased to you.

b. The insurance afforded to such additional insured described above:

(1) Only applies to the extent permitted by law; and

(2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.

 Includes copyrighted material of Insurance Services Office, Inc., with its permission.

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

BUSINESS REGISTRATION

Business Name: VLADIMIR JONES
DBA: VLADIMIR JONES

Business Location: PO BOX 387
COLORADO SPRINGS, CO 80901

CRS Number: 03-436229-00-0

Owner: VLADIMIR JONES

License Number: 227045

License Type: Business License - Renewable

Issued Date: March 25, 2021

Classification: Out of Jurisdiction Business License

Expiration Date: March 25, 2022

Fees Paid: $10.00

VLADIMIR JONES
PO BOX 387
COLORADO SPRINGS, CO 80901

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

ITEM # 19-0384

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 **Vladimir Jones**, 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.**

In collaboration with Tourism Santa Fe (TSF), the Contractor shall perform the following Scope of Work for the purpose of increasing tourism in the city of Santa Fe and building on the success and momentum of The City Different Brand (Brand):

A. Integrated Advertising Campaign and Comprehensive Media:

1) Contractor is responsible for the creative development, production, trafficking/distribution, media placement, and ongoing collaboration and account services for TSF to further strengthen the Brand's effectiveness.
2) Contractor shall identify target markets including prioritized domestic fly markets, regional drive markets, and in state travelers.
3) Contractor shall employ marketing strategies using both traditional and new media elements, including, but not limited to print, television, out of home, digital display, online video, digital native content, paid social media, strategic marketing partnerships, and experiential marketing.

B. Collaboration:

1) Contractor shall be available upon reasonable notice to plan and review work in progress under the terms of this Agreement.
2) Contractor shall collaborate with TSF and third-party contractors, as appropriate, in the development of strategic plans that integrate advertising activities and other TSF programs including but not limited to web development, social media, public relations, meetings and conferences, and tourism trade.
3) Contractor may, in its discretion and at the request of TSF, assist in presenting TSF's advertising objectives, strategic plans and creative direction to industry partners, in legislative meetings, and in public forums. Travel expenses associated with planning or presentations are the responsibility of the Contractor.
4) Contractor shall collaborate with TSF and submit a yearly advertising plan that will be a strategic component of the TSF Marketing Plan that designates target markets and is supported by statistics and research required to achieve goals. In

addition, on a yearly basis perform market research to inform and guide the advertising decisions.

C. Contractor Services:

1) Contractor shall submit to TSF a budget tracker showing a detailed breakdown of all production and media budgets, amount committed to date, and amount billed to date no later than the tenth business day of the following month. Failure to provide an updated budget tracking may result in the delay of future payments directly related the reports but will not result in a delay in payment of monthly fees. Contractor shall also provide TSF with a production expense estimate, which must be submitted and approved prior to invoicing. Invoices should include line item detail with any variance vs. estimate explained.
2) Contractor shall submit a report on the effectiveness of the campaign(s) to TSF Marketing Director on a quarterly basis. The report shall include cost per inquiry, return on the advertising dollar investment, and any/all tracking mechanisms deemed appropriate by TSF.
3) The Contractor shall submit periodic reports to the governing body, at least quarterly, listing the expenditures for those periods. Within ten days of receiving the reports, the governing body shall furnish copies of them to the tax advisory board.

D. Production:

1) The Contractor shall develop, design and produce advertising copy, layouts, designs and artwork for print, broadcast, radio, outdoor, interactive, audiovisual and on-line media and deliver such material to TSF for approval and then to advertising media, printer, broadcaster, internet provider or producer upon approval on time. Creative design and production include promotions and other projects as deemed necessary by TSF. Before releasing any material, including all forms of advertisement, to the media, the Contractor will obtain approval for all final layouts, copy or artwork from TSF. Final material shall be submitted to TSF for approval at least 24 hours in advance of release date.

E. Advertising and Media Buys:

1) Contractor shall arrange for all media to be billed at the net cost of time or space directly to the Contractor, which shall be paid from funds designated for media buys. The Contractor is responsible for placing written orders for time or space in advertising media and maintaining the records of all insertion orders, tear sheets, invoices, and all other billing information for a minimum of three (3) years. Contractor will notify TSF when prepayment of advertisement and/or production is required. TSF will make prompt payment in accordance with Section 2 of this Agreement.

F. The parties understand this is a non-exclusive agreement and Contractor may freely contract with other entities for the performance of service.

G. Standard of Performance; Licenses:

1) The Contractor represents that it possesses the experience and knowledge necessary to perform the services described under this Agreement.
2) The Contractor agrees to obtain and maintain throughout the Terms of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives, and subcontractors.
3) Contractor will use its best efforts to contract with local Santa Fe businesses to serve TSF and build the Brand. Contractor shall notify TSF of its subcontractors and update the City on any subcontractor changes

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the rate of One Million Six-Hundred Thousand dollars ($1,600,000), such compensation not to exceed One million six-hundred thousand dollars, excluding gross receipts tax. **The total amount payable to the Contractor under this Agreement, excluding gross receipts tax and expenses, shall not exceed One Million Six Hundred Thousand Dollars total contract price for the full term of the contract. 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. The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of $100,000 dollars ($100,000) in FY19, and $1,500,000 in FY20. . **The total amount payable to the Contractor under this Agreement, excluding gross receipts tax and expenses, shall not exceed $100,000 in FY19. The $100,000 in FY19 shall be used for Increased Production or Media (net) as approved by Client. The $1,500,000 in FY20 shall be broken down as follows:**

FY19 Increased Production and/or Media (net)	$100,000
Media (net)	$1,020,000
Production (net)	$150,000
Research/Other	$22,500
Travel	$5,000
Agency Services Retainer	$302,500
TOTAL	**$1,600,000**

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

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

3. **Term.**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30, 2020, with the option to renew three additional years** 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 State of New Mexico. 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 State of New Mexico 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 State of New Mexico 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 State of New Mexico 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 Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. **Applicable Law.**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. **Workers Compensation.**

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

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

20. **Other Insurance**

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

A. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers liability: $100,000.

B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this contract). Limits shall not be less than the following:

a. Bodily injury: $1,000,000 per person /$1,000,000 per occurrence.
b. Property damage or combined single limit coverage: $1,000,000.
c. Automobile liability (including non-owned automobile coverage): $1,000,000.

d. Umbrella: $1,000,000.

C. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

21. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments

22. Indemnification.

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, 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.

23. New Mexico Tort Claims Act

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

24. 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.

25. 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.

26. **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: TOURISM Santa Fe
Attn: Randy Randall
201 W. Marcy Street
Santa Fe, NM 87501

To the Contractor: Vladimir Jones
Attn: Meredith Vaughn, CEO
6 North Tejon Street #400
Colorado Springs, CO. 80903-3928

27. **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: 5/31/19

CONTRACTOR:
Vladimir Jones

NAME AND TITLE

DATE: 6/4/19

CRS# 03-436229-00-0

Registration # 19-00157091

ATTEST:

Yolanda Y. Vigil
YOLANDA Y. VIGIL
CITY CLERK
CC mtg 5/29/2019

APPROVED AS TO FORM:

4/29/19
ERIN MCSHERRY, CITY ATTORNEY

APPROVED:

Mary McCoy
MARY MCCOY, FINANCE DIRECTOR

22108.561850

Item# 20-0467

CITY OF SANTA FE
CONTRACT AMENDMENT No. 1

Contract No.19-0384

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, hereinafter referred to as the "City," and Vladimir Jones (Praco), hereinafter referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISIONS OF THE ABOVE-REFERENCED CONTRACT ARE AMENDED AS FOLLOWS:

1. **Compensation.**

Section 3, Compensation, is hereby amended to read as follows:

A. Under this Agreement, the City shall pay to the Contractor in full payment for services rendered additional compensation at the rate of **one million three hundred thousand dollars ($1,300,000)**, such compensation not to exceed **$1,300,000,** excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the City to the Contractor.

The total amount payable to the Contractor under Agreement # 19-0384 and all Amendments to this Agreement, excluding gross receipts tax, shall not exceed two million nine hundred seventy two thousand six hundred and fifty seven dollars ($2,900,000). 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.

2. **Term.**

THIS CONTRACT AS AMENDED BY THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY OR A SPECIFIED DATE WHICHEVER IS LATER. This Contract as amended shall terminate on **June 30, 2021**, unless terminated pursuant to the Contract. There is an option to renew for one more additional year.

All other articles of this contract remain the same.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the City and Contractor below, or a specified date, whichever is later.

City of Santa Fe:

By: _____ Date: Sep 16, 2020
Alan Webber, Mayor

Attest:

By: Yolanda Y. Vigil Date: Sep 17, 2020
Yolanda Y. Vigil, City Clerk

GB Mtg 09/09/20 GC

City Attorney's Office:

By: Marcos Martinez Date: Jul 8, 2020
Marcos Martinez (Jul 8, 2020 10:12 MDT)
Senior Assistant City Attorney

Approved:

By: Mary McCoy Date: Sep 16, 2020
Mary McCoy, Finance Director

Contractor:

By: See Attached Date: _____
Meredith Vaughn, CEO

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

CRS Number: #03-436229-00-0
Business License Number: #20-00157691

BU/Line Item: 2130521.561850

All other articles of this contract remain the same.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the City and Contractor below, or a specified date, whichever is later.

City of Santa Fe:

By: _____ **Date:** _____
Alan Webber, Mayor

Attest:

By: _____ **Date:** _____
Yolanda Y. Vigil, City Clerk

Approved as to Form:

By: _____ **Date:** _____
Erin K. McSherry, City Attorney

Approved:

By: _____ **Date:** _____
Mary McCoy, Finance Director

Contractor:

By: _____ **Date:** 8/10/20
Meredith Vaughn, CEO

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

CRS Number: #03-436229-00-0
Business License Number: #20-00157691

BU/Line Item: 2130521.561850 - $600,000
5206600.561850 - $700,000 AL

City of Santa Fe, New Mexico
Memorandum

DATE: July 13, 2020

TO: Governing Body
Finance Committee
Quality of Life Committee

VIA: Jarel LaPan Hill, City Manager
Mary McCoy, Finance Department Director
Fran Dunaway, Chief Procurement Officer
Randy Randall, Executive Director, Tourism Santa Fe

FROM: Jordan Guenther, Director of Marketing, Tourism Santa Fe /S/

ITEM AND ISSUE:
Request for the Approval of Amendment #1 to the PSA with Vladimir Jones in the Total Amount of $1,300,000.00 for Advertising Agency services for Tourism Santa Fe.

BACKGROUND AND SUMMARY:

On January 11, 2019, the City advertised for request for proposals (RFP '19/25/P). This RFP was for professional services for TOURISM Santa Fe's Agency of Record (AOR). Vladimir Jones was selected to be the AOR and to provide agency services. Amendment #1 is to extend the term and increase the compensation amount for FY2021.

PROCUREMENT METHOD:

The procurement method was an RFP '19/25/P which resulted in the approval of contract #19-0384.

CONTRACT NUMBER:
The FY20 Munis contract number is 3200492.

FUNDING SOURCE:

1) Lodger's Tax Fund: 213/ VSF Admin. – 2130521/Advertising – 561850 - $600,000
2) SF Conv. Center Fund: 520/ CCC Operations – 5206600/Advertising – 561850 - $700,000

ACTION REQUESTED:
TOURISM Santa Fe respectfully requests your review and approval of Amendment #1 to the Professional Services Agreement with Vladimir Jones.

ACTION SHEET
ITEM FROM QUALITY OF LIFE COMMITTEE MEETING OF 04/07/2021
FOR CITY COUNCIL MEETING OF 04/14/2021

ISSUE:

Request for Approval of Kitchen Angels Contract Amendment #1, Term Extension of one year from 6/30/21 to 6/30/22 (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

QUALITY OF LIFE COMMITTEE ACTION: Approved on consent.

SPECIAL CONDITIONS OR AMENDMENTS:

SEND TO:
Governing Body

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

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 04/05/21
FOR CITY COUNCIL MEETING OF 04/14/21

f) Request for Kitchen Angels Contract Amendment,Term Extension . (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

FINANCE COMMITTEE ACTION:

Item removed by submitting Dept

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

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

POWERED BY Adobe Sign

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.

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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) ☐ Rate of adults consuming 5+ fruits and veggies daily ☐ Rate of adults meeting recommended physical activity levels (150 minutes of aerobic physical activity per week) ☐ % Women receiving prenatal care in 1st trimester
☐ Behavioral Health	☐ % Current depression (past 2 weeks) ☐ Suicide death rates ☐ % Binge drinking (past 30 days) ☐ Alcohol-related deaths ☐ Drug-overdose deaths ☐ Untreated adults with mental illness
☐ Community Safety	☐ Fall-related deaths ☐ Homelessness rate ☐ Domestic Violence rate
☒ Equitable Society	☐ % Unemployment ☒ % Food insecure households ☐ % Adults Age 25+ with Post-Secondary education ☐ 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 Daniels Insurance, Inc.-Santa Fe 805 St Michaels Drive Santa Fe NM 87505	CONTACT NAME: PHONE (A/C, No, Ext): (505) 982-4302 FAX (A/C, No): (505) 989-9186 E-MAIL ADDRESS:
INSURED (505) 471-7780 Kitchen Angels, Inc. 1222 Siler Road Santa Fe NM 875074106	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Cincinnati Insurance Companies 10677 INSURER B : New Mexico Premier Ins Co 13673 INSURER C : Philadelphia Indemnity Insuran 18058 INSURER D : INSURER E : 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

© 1988-2015 ACORD CORPORATION. All rights reserved.

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

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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

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Signature Date: 2021-03-16 - 11:39:21 PM GMT - Time Source: server- IP address: 63.232.20.2

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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

ACTION SHEET
ITEM FROM QUALITY OF LIFE COMMITTEE MEETING OF 04/07/2021
FOR CITY COUNCIL MEETING OF 04/14/2021

ISSUE:

Request for Approval of Esperanza Shelter Contract Amendment #1, Term Extension of one year from 6/30/21 to 6/30/22 (Elizabeth Peterson, Children and Youth Program Manager: empeterson@santafenm.gov, 505-470-3186)

Committee Review:
Finance Committee: 04/5/21
Quality of Life: 04/7/21
Governing Body: 04/14/21

QUALITY OF LIFE COMMITTEE ACTION: Approved on consent.

SPECIAL CONDITIONS OR AMENDMENTS:

SEND TO:
Governing Body

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

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 04/05/21
FOR CITY COUNCIL MEETING OF 04/14/21

g) Request for Esperanza Shelter Contract Amendment, Term Extension (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

FINANCE COMMITTEE ACTION:

Item removed by submitting Dept

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

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
#19-0589

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) ☐ Rate of adults consuming 5+ fruits and veggies daily ☐ Rate of adults meeting recommended physical activity levels (150 minutes of aerobic physical activity per week) ☐ % Women receiving prenatal care in 1st trimester
☐ Behavioral Health	☐ % Current depression (past 2 weeks) ☐ Suicide death rates ☐ % Binge drinking (past 30 days) ☐ Alcohol-related deaths ☐ Drug-overdose deaths ☐ Untreated adults with mental illness
☒ Community Safety	☐ Fall-related deaths ☐ Homelessness rate ☒ Domestic Violence rate
☐ Equitable Society	☐ % Unemployment ☐ % Food insecure households ☐ % Adults Age 25+ with Post-Secondary education ☐ 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 HUB International Insurance Services (SOW) 6565 Americas Parkway Suite 720 Albuquerque, NM 87110	CONTACT NAME: Johanna Sanchez PHONE (A/C, No, Ext): (505) 992-1849 FAX (A/C, No): (866) 621-0427 E-MAIL ADDRESS: johanna.sanchez@hubinternational.com
INSURED Esperanza Shelter for Battered Families, Inc. 3130 Rufina Street Santa Fe, NM 87507	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Great American Insurance Company — 16691 INSURER B : Great American Alliance Insurance Company — 26832 INSURER C : New Mexico Business Insurance Company INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	X		PAC2276830 03	11/1/2020	11/1/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Professional Li	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			CAP2276829 03	11/1/2020	11/1/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED X RETENTION $ 0			UMB2276831 03	11/1/2020	11/1/2021	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ $ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		40376118	11/20/2020	11/20/2021	PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	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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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

Document created by Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
2021-03-15 - 4:20:44 PM GMT- IP address: 63.232.20.2

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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

Document emailed to Fran Dunaway (fadunaway@santafenm.gov) for signature
2021-03-16 - 10:57:05 PM GMT

Email viewed by Fran Dunaway (fadunaway@santafenm.gov)
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

ACTION SHEET
ITEM FROM QUALITY OF LIFE COMMITTEE MEETING OF 04/07/2021
FOR CITY COUNCIL MEETING OF 04/14/2021

ISSUE:

Request for Approval of Youthworks Contract Amendment #1, Term Extension of one year from 6/30/21 to 6/30/22. (Elizabeth Peterson, Children and Youth Program Manager: empeterson@santafenm.gov, 505-470-3186)

Committee Review:
Finance Committee: 04/5/21
Quality of Life: 04/7/21
Governing Body: 04/14/21

QUALITY OF LIFE COMMITTEE ACTION: Approved on consent.

SPECIAL CONDITIONS OR AMENDMENTS:

SEND TO:
Governing Body

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

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 04/05/21
FOR CITY COUNCIL MEETING OF 04/14/21

h) Request for Youthworks Contract Amendment, Term Extension (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

FINANCE COMMITTEE ACTION:

Item removed by submitting Dept

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

01/13/21

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) ☐ Rate of adults consuming 5+ fruits and veggies daily ☐ Rate of adults meeting recommended physical activity levels (150 minutes of aerobic physical activity per week) ☐ % Women receiving prenatal care in 1st trimester
☐ Behavioral Health	☐ % Current depression (past 2 weeks) ☐ Suicide death rates ☐ % Binge drinking (past 30 days) ☐ Alcohol-related deaths ☐ Drug-overdose deaths ☐ Untreated adults with mental illness
☐ Community Safety	☐ Fall-related deaths ☐ Homelessness rate ☐ Domestic Violence rate
☒ Equitable Society	☒ % Unemployment ☐ % Food insecure households ☒ % Adults Age 25+ with Post-Secondary education ☒ 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 HUB International Insurance Services (NMX) 518 8th Street Las Vegas, NM 87701	CONTACT NAME: PHONE (A/C, No, Ext): (505) 425-9325 FAX (A/C, No): (866) 538-1594 E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Selective
INSURED Youthworks, Inc. 1000 Cordova Place #415 Santa Fe, NM 87505	INSURER B : 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						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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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)
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Document emailed to Alexis Lotero (aclotero@santafenm.gov) for signature
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Signature Date: 2021-03-17 - 3:13:25 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
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ACTION SHEET
ITEM FROM QUALITY OF LIFE COMMITTEE MEETING OF 04/07/2021
FOR CITY COUNCIL MEETING OF 04/14/2021

ISSUE:

Request for Approval of Literacy Volunteers Contract Amendment #1, Term Extension of one year from 6/30/21 to 6/30/22. (Elizabeth Peterson, Children and Youth Program Manager: empeterson@santafenm.gov, 505-470-3186)

Committee Review:
Finance Committee: 04/5/21
Quality of Life: 04/7/21
Governing Body: 04/14/21

QUALITY OF LIFE COMMITTEE ACTION: Approved on consent.

SPECIAL CONDITIONS OR AMENDMENTS:

SEND TO:
Governing Body

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

City of Santa Fe, New Mexico
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
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"HSC Term Extension Contract Amendments Memo" History

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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

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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
#19-0588

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)
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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) ☐ Rate of adults consuming 5+ fruits and veggies daily ☐ Rate of adults meeting recommended physical activity levels (150 minutes of aerobic physical activity per week) ☐ % Women receiving prenatal care in 1st trimester
☐ Behavioral Health	☐ % Current depression (past 2 weeks) ☐ Suicide death rates ☐ % Binge drinking (past 30 days) ☐ Alcohol-related deaths ☐ Drug-overdose deaths ☐ Untreated adults with mental illness
☐ Community Safety	☐ Fall-related deaths ☐ Homelessness rate ☐ Domestic Violence rate
☒ Equitable Society	☒ % Unemployment ☐ % Food insecure households ☒% Adults Age 25+ with Post-Secondary education ☐ 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 CA License #0814733 5700 Canoga Avenue Woodland Hills, CA 91367	PHONE (A/C, No, Ext): (800) 578-8802	FAX (A/C, No): (818)449-9449
	E-MAIL ADDRESS: rservices@pomsassoc.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : New Mexico Public Schools Insurance Authority	N/A
INSURED New Mexico Public Schools Insurance Authority Member: Santa Fe Community College 4110 Old Taos Highway 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 CLAIMS-MADE [ ] OCCUR [X] [X] Owners Contractors Protective Liability GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC			MOC NO L0023	07/01/2020	07/01/2021	EACH OCCURRENCE	$ 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 ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
							Maximum Liability	
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE	
							AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	
							E.L. DISEASE - EA EMPLOYEE	
							E.L. DISEASE - POLICY LIMIT	
							Each Occurrence Maximum Liability	

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

See attached New Mexico Tort Claims Act Section 41-4-19: Maximum Liability Summary. 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

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Signature Date: 2021-03-16 - 11:44:34 PM GMT - Time Source: server- IP address: 63.232.20.2

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2021-03-16 - 11:44:38 PM GMT

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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

ACTION SHEET
ITEM FROM QUALITY OF LIFE COMMITTEE MEETING OF 04/07/2021
FOR CITY COUNCIL MEETING OF 04/14/2021

ISSUE:

Request for Approval of The Life Link Contract Amendment #1, Term Extension of one year from 6/30/21 to 6/30/22. (Elizabeth Peterson, Children and Youth Program Manager: empeterson@santafenm.gov, 505-470-3186)

Committee Review:
Finance Committee: 04/5/21
Quality of Life: 04/7/21
Governing Body: 04/14/21

QUALITY OF LIFE COMMITTEE ACTION: Approved on consent.

SPECIAL CONDITIONS OR AMENDMENTS:

SEND TO:
Governing Body

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

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 04/05/21
FOR CITY COUNCIL MEETING OF 04/14/21

j) Request for The Life Link Contract Amendment, Term Extension (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

FINANCE COMMITTEE ACTION:

Item removed by submitting Dept

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

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)
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"HSC Term Extension Contract Amendments Memo" History

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Agreement completed.
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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.

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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) ☐ Rate of adults consuming 5+ fruits and veggies daily ☐ Rate of adults meeting recommended physical activity levels (150 minutes of aerobic physical activity per week) ☐ % Women receiving prenatal care in 1st trimester
☒ Behavioral Health	☐ % Current depression (past 2 weeks) ☐ Suicide death rates ☐ % Binge drinking (past 30 days) ☐ Alcohol-related deaths ☐ Drug-overdose deaths ☒ Untreated adults with mental illness
☒ Community Safety	☐ Fall-related deaths ☒ Homelessness rate ☐ Domestic Violence rate
☐ Equitable Society	☐ % Unemployment ☐ % Food insecure households ☐ % Adults Age 25+ with Post-Secondary education ☐ 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 Daniels Insurance, Inc.-Santa Fe 805 St. Michaels Drive Santa Fe NM 87505	CONTACT NAME: Marcella Nellist PHONE (A/C, No, Ext): (505) 982-4302 FAX (A/C, No): (505) 989-9186 E-MAIL ADDRESS: mnellist@danielsinsuranceinc.com
INSURED (505) 438-0010 The Life Link P.O. Box 6094 Santa Fe NM 87505	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Philadelphia Indemnity Insuran — 18058 INSURER B : New Mexico Premier Insurance C — 13675 INSURER C : INSURER D : INSURER E : 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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Signature Date: 2021-03-17 - 2:11:28 AM GMT - Time Source: server- IP address: 63.232.20.2

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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

ACTION SHEET
ITEM FROM QUALITY OF LIFE COMMITTEE MEETING OF 04/07/2021
FOR CITY COUNCIL MEETING OF 04/14/2021

ISSUE:

Request for Approval of Coming Home Connection Contract Amendment #1, Term Extension of one year from 6/30/21 to 6/30/22. (Elizabeth Peterson, Children and Youth Program Manager: empeterson@santafenm.gov, 505-470-3186)

Committee Review:
Finance Committee: 04/5/21
Quality of Life: 04/7/21
Governing Body: 04/14/21

QUALITY OF LIFE COMMITTEE ACTION: Approved on consent.

SPECIAL CONDITIONS OR AMENDMENTS:

SEND TO:
Governing Body

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

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 04/05/21
FOR CITY COUNCIL MEETING OF 04/14/21

k) Request for Coming Home Connection Contract Amendment, Term Extension
(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

FINANCE COMMITTEE ACTION:

Item removed by submitting Dept

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

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

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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

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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
#19-0591

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) ☐ Rate of adults consuming 5+ fruits and veggies daily ☐ Rate of adults meeting recommended physical activity levels (150 minutes of aerobic physical activity per week) ☐ % Women receiving prenatal care in 1st trimester
☐ Behavioral Health	☐ % Current depression (past 2 weeks) ☐ Suicide death rates ☐ % Binge drinking (past 30 days) ☐ Alcohol-related deaths ☐ Drug-overdose deaths ☐ Untreated adults with mental illness
☒ Community Safety	☒ Fall-related deaths ☐ Homelessness rate ☐ Domestic Violence rate
☐ Equitable Society	☐ % Unemployment ☐ % Food insecure households ☐ % Adults Age 25+ with Post-Secondary education ☐ 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 Claims-Made & Incident Sensitive Retroactive Date 2/12/2016			HAHA21-0213	2/12/2021	2/12/2022	Per Claim Limit Aggregate Limit Deductible	$1,000,000 $2,000,000 $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
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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
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Agreement completed.
2021-03-23 - 2:36:10 PM GMT

City of Santa Fe, New Mexico
Memorandum

DATE: **March 2, 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

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

ITEM AND ISSUE: Review and Approve: Contract amendment for Partners In Education 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 restrictions of remote learning and the pandemic have made it unfeasible to implement the original Parent Involvement Program proposal due to the structure and nature of the program design, including audience, referral method, and curriculum. With the same target audience in mind, the contract amendment would deliver services to those students in Santa Fe Public Schools who are most at risk for truancy, dropout, substance use, and suicidal ideation. One of the Office of Student Wellness most pressing concerns is the emotional, physical, and academic welfare of those students who are disengaged.

This amendment would allow for two or three more Engagement Coaches work part-time alongside Attendance Coaches, and expand outreach beyond just attendance to include engagement. Their efforts would be supervised by the Office of Equity and Engagement in order to coordinate efforts with the existing Attendance Coaches. The coaches would provide outreach and navigation services to 10 students, at a proposed reimbursement rate of $1,000 per student.

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 recommends amending the Partners In Education 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 20-0565.

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 (Mar 22, 2021 08:00 MDT)

Email: empeterson@santafenm.gov

Signature:

Email: sanchez@santafenm.gov

Signature:

Email: krochoa@santafenm.gov

Signature: Julie Sanchez (Mar 22, 2021 10:11 MDT)

Email: jjsanchez@santafenm.gov

Signature: Kyra Ochoa (Mar 22, 2021 11:18 CDT)

Email: krochoa@santafenm.gov

PARTNERS IN EDUCATION Contract Amendment MEMO - unsigned.

Final Audit Report 2021-03-22

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Agreement completed.
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Item#_____
Munis Contract#32●●2●8

CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
Tier II Navigation Services
#20-0568

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 **PARTNERS IN EDUCATION** (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 8 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 2, Paragraph A 1) of the Agreement is amended, so that Article 2, Paragraph A 1) reads as follows

1) Navigation Services to a minimum of 10 unduplicated youth at a rate of $1,000.00 per person.

Article 2, Paragraph C 1) of the Agreement is amended, so that Article 2, Paragraph C 1) reads as follows

1) Navigation Services to a minimum of 10 unduplicated youth at a rate of $1,000.00 per person.

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:
Partners In Education

NAME

EXEC. DIRECTOR
TITLE

DATE: 3/8/21
CRS# 02-172902-00-6
Business License # 226133

ATTEST:

KRISTINE BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Feb 25, 2021 15:42 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY, FINANCE DIRECTOR
2560122.510400 AL
Munis Org. and Obj. Code

CITY OF SANTA FE
GOODS AND SERVICES CONTRACT
Tier III: Safety Net Services Only

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and **Partners in Education (PIE) – Parent Involvement Program (PIP)** 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 **Partners in Education (PIE) – Parent Involvement Program (PIP)** "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. 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.

e. 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).

f. 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.

g. 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.

h. 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.

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.

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2. Scope of Work

☒ Tier III: Safety Net Services Delivery Only

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

A. The Contractor shall perform the following work:

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

2) Provide Program Manager or other appointed City staff with data on performance measures, outcomes of navigation if applicable, demographics,

and number of clients served.

3) Survey annually individuals served to assess their continued engagement with needed resources and satisfaction with service delivery.

4) 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) # of unduplicated youth participants, # of family units participating,
2) # / % of youth who complete majority of sessions,
3) # of youth who demonstrate an increase in protective factors (such as better communication, improved relationships, increased positive family experiences, increase in parent engagement), # of youth who report reduced substance use, # of youth with decreased arrests,
4) % of youth who demonstrate an increase in protective factors (such as better communication, improved relationships, increased positive family experiences, increase in parent engagement), % of youth who report reduced substance use, % of youth with decreased arrests.

C. *Deliverables:*

1) Services to a minimum of 5,000.00 per cohort served per fiscal year.

2) 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.

3) 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.

3. 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:

CYFD Funding	Tier	Rate	Amount not to be exceeded each year
A. FY21	**III**	**$5,000 per cohort**	**$10,000**
B. FY22	**III**	**$5,000 per cohort**	**$10,000**
C. FY23	**III**	**$5,000 per cohort**	**$10,000**
The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed thirty thousand dollars ($30,000).			

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.

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 2023** 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 Vendor fails to meet the provisions of this contract 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 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 Vendor to 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 Vendor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Vendor gives 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. Vendor agrees 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. Incorporation by Reference and Precedence

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.

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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. 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.

39. 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.

40. 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.

41. 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: [Jenn Jevertson, 1300 Camino Sierra Vista, Santa Fe, NM 87505, #505-660-3288, jjevertson@sfps.k12.nm.us, OR Ruth Anne Greenley, Partners in Education, PO Box 23374, Santa Fe, NM 87502, #505-474-0240 rgreeley@sfpartnersineducation.org].

42. Succession

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

43. Site Visits.

At any time during the contract period the director or designee of the YOUTH AND FAMILY SERVICES DIVISION or 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.

44. 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:
PIE

NAME: RUTHANNE O'REELEY
TITLE: EXECUTIVE DIRECTOR

DATE: 9/29/20

CRS # 02 172902 006
REGISTRATION # 226133

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

GB Mtg 10/28/2020 GC

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (Sep 18, 2020 15:09 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Mary McCoy

MARY T. MCCOY
FINANCE DIRECTOR

2560122.510400

Munis Org. and Obj. Code

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Partners In Education

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 | 2/25/2021

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

Fran Dunaway

Fran Dunaway (Apr 1, 2021 20:39 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 # **3200208**

Contractor: **Partners In Education**

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 # **20-0568**

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 (Apr 1, 2021 [illegible]:39 MDT) — Apr 1, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: Amended to revise SOW to minimize youth served. exp: 6/30/23

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

Alexis Lotero (Apr 1, 2021 18:15 MDT) — Apr 1, 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: PARTNERS IN EDUCATION FOUNDATION FOR THE THE SANTA FE PUBLIC SCHOOLS

Business Location: 1328 FERGUSON LN
SANTA FE, NM 87507

Owner: Ruthanne Greeley

License Number: 226133

Issued Date: March 10, 2021

Expiration Date: March 10, 2022

CRS Number: 02-172902-00-6

License Type: Business License - Renewable

Classification: Business Registration - Standard

Fees Paid: $35.00

PARTNERS IN EDUCATION FOUNDATION FOR THE
PO Box 23374
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): 02/25/2021

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 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 Daniels Insurance, Inc.-Santa Fe 805 St. Michaels Drive Santa Fe NM 87505	**CONTACT NAME:** Santa Fe CL - House **PHONE (A/C, No, Ext):** (505) 982-4302 **FAX (A/C, No):** (505) 989-9186 **E-MAIL ADDRESS:** mlatting@danielsinsuranceinc.com
INSURED (505) 474-0240 Partners in Education Foundation for the Santa Fe Public P.O. Box 23374 Santa Fe NM 87502-3374	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Donegal Mutual Insurance Compa — 13692 **INSURER B :** Mountain States Indemnity Comp — 10177 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** Cert ID 31589 **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			CPT9023968	01/01/2021	01/01/2022	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	[ ] POLICY [ ] PRO-JECT [X] LOC						PRODUCTS - COMP/OP AGG	$ Excluded
	[ ] OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	[ ] ANY AUTO						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			1000020528	01/01/2021	01/01/2022	[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
								$
								$

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

All operation of the insured per policy conditions. Liability: Continental United States; Workers Compensation, New Mexico.-- Certificate Holder is an Additional Insured on General Liability policy, but only to the extent provided in the Additional Insured endorsement.

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

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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 (Mar 18, 2021 17:37 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)
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CITY OF SANTA FE
AMENDMENT No. 1
TO
PROFESSIONAL SERVICES
AGREEMENT
#19-0587

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 LA FAMILIA MEDICAL 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 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:
La Familia Medical Center

_____
JAY P. JOLLY, CHIEF EXEC. OFFICER
Date: January 19, 2021
CRS# Exempt
Business Reg# 21-00055210
BUSINESS LICENSE# 55210

ATTEST:

_____
KRISTINE MIHELCIC, CITY

CLERK APPROVED AS TO FORM:

Marcos Martinez
Marcos Martinez (Jan 13, 2021 15:27 MST)
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY T. MCCOY, FINANCE DIRECTOR

2400122.510400 AL
MUNIS ORG/OBJ AL

2021 01 11 Amendment 1 La Familia Medical Center

Final Audit Report 2021-01-13

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Agreement completed.
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ITEM # 19-0587

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 **LA FAMILIA MEDICAL CENTER** 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 **(LA FAMILIA MEDICAL CENTER)**. "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) ☐ Rate of adults consuming 5+ fruits and veggies daily ☐ Rate of adults meeting recommended physical activity levels (150 minutes of aerobic physical activity per week) ☐ % Women receiving prenatal care in 1st trimester
☐ Behavioral Health	☐ % Current depression (past 2 weeks) ☐ Suicide death rates ☐ % Binge drinking (past 30 days) ☐ Alcohol-related deaths ☐ Drug-overdose deaths ☐ Untreated adults with mental illness
☐ Community Safety	☐ Fall-related deaths ☐ Homelessness rate ☐ Domestic Violence rate
☐ Equitable Society	☐ % Unemployment ☐ % Food insecure households ☐% Adults Age 25+ with Post-Secondary education ☐ 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) # of adult patients enrolled in CENA program, # or % of those enrolled in the diabetes prevention program having Hemoglobin A1C of over 9.0% after 6 months in the program; # or % of patients of all diabetics enrolled with good control of DM (under 8 hgb A1C) after 6 months in the program; and

2) # or % of clients referred to La Familia CENA from outside agencies; and

3) # or % of CENA enrolled patients screened by the social needs screening tool.

C. *Deliverables:*

1) Provide Obesity and Diabetes Prevention programming to a minimum of 275 unduplicated adult individuals and/or families x $272.73 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 275 x $272.73 (annual per person rate) = $75,000.00 (Total Contract Amount)

FY21: Unduplicated People Served 275 x $272.73 (annual per person rate) = $75,000.00 (Total Contract Amount)

The total compensation under this Agreement shall not exceed [$150,000] 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 Contractor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall 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 Contractor; 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 Contractor to 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 Contractor/Contractor certifies the Contractor/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 Contractor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Contractor gives 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. Contractor agrees 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: [La Familia Medical Center, 1035 Alto Street, wjohnson@lfmctr.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: [La Familia Medical Center, 1035 Alto Street, wjohnson@lfmctr.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:
La Familia Medical Center

NAME: Deborah Weiss
TITLE: President, Board of Directors LFMC

DATE: 7/2/19

CRS#EXEMPT
REGISTRATION # 19-00055210

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 AM

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 (Apr 1, 2021 20:41 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 (Apr 1, 2021 12:41 MDT) Apr 1, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: Amend to extend - year two/ exp: 6/30/2022

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

Alexis Lotero (Apr 1, 2021 18:17 MDT) Apr 1, 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: LA FAMILIA MEDICAL CENTER
DBA: LA FAMILIA MEDICAL CENTER

Business Location: 1035 ALTO ST
SANTA FE , NM 87501

CRS Number: 01-781278-00-0

Owner: LA FAMILIA MEDICAL CENTER

License Number: 55210

License Type: Business License - Renewable

Issued Date: January 21, 2021

Classification: Business Registration - Standard

Expiration Date: January 21, 2022

Fees Paid: $35.00

LA FAMILIA MEDICAL CENTER
PO BOX 5395
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

LAFAMIL-01 GLEANDER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/16/2021

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	CONTACT NAME: Gina Leander	
Mesirow Insurance Services, Inc. 353 N Clark St 11th Floor Chicago, IL 60654	PHONE (A/C, No, Ext): (312) 595-8186	FAX (A/C, No): (312) 595-4249
	E-MAIL ADDRESS: gina.leander@alliant.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
La Familia Medical Center PO Box 5395;1035 Alto Street Santa Fe, NM 87502-5395	INSURER A : Philadelphia Indemnity Insurance Company	18058
	INSURER B : Redwood Fire and Casualty Insurance Company	11673
	INSURER C : Columbia Casualty Company	31127
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	X		PHPK2153880	7/1/2020	7/1/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 20,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO X OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			PHPK2153880	7/1/2020	7/1/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED X RETENTION $ 10,000			PHUB729924	7/1/2020	7/1/2021	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		LAWC116432	7/1/2020	7/1/2021	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
C	Professional Liab			HMA6078701760	7/1/2020	7/1/2021	See Below	

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

"Gap" Professional Liability-Medical; Claims Made; Retroactive Date: 06/05/1996
$1,000,000 Each Claim; $3,000,000 Aggregate; $10,000,000 Policy Aggregate

RE: Agreement with the City for Cares Act Funding
The following are added as Additional Insured under General Liabilty when required by written contract or agreement with regard to above referenced-City of Santa Fe.
General Liability shall be Primary/Non-Contributory in favor of Additional Insured. 30 Day Cancellation Notification to Certificate Holder.

CERTIFICATE HOLDER

City of Santa Fe
200 Lincoln Ave
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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GB COMMUNITY HEALTH AND SAFETY LA FAMILIA AMENDMENT

Final Audit Report 2021-03-18

Created:	2021-03-18
By:	Julie Sanchez (jjsanchez@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAFqGXkOMemRv9LpaUICeySUqrFPtSc3lj

"GB COMMUNITY HEALTH AND SAFETY LA FAMILIA AMENDMENT" History

Document created by Julie Sanchez (jjsanchez@ci.santa-fe.nm.us)
2021-03-18 - 10:34:17 PM GMT- IP address: 63.232.20.2

Document emailed to KO (krochoa@santafenm.gov) for signature
2021-03-18 - 10:35:02 PM GMT

Email viewed by KO (krochoa@santafenm.gov)
2021-03-18 - 10:37:05 PM GMT- IP address: 104.47.64.254

Document e-signed by KO (krochoa@santafenm.gov)
Signature Date: 2021-03-18 - 10:37:24 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2021-03-18 - 10:37:24 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 (Mar 18, 2021 15:50 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

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2021-02-23 - 8:23:08 PM GMT

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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

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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
#19-0585

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 SANTA FE DREAMERS PROJECT (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:
Santa Fe Dreamers Project

NAME & TITLE MICHAEL SANTILLANES
INTERIM EXECUTIVE DIRECTOR

Date: 01/26/2021
CRS# Exempt
Business Reg# 224505

ATTEST:

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:

Marcos Martinez
Marcos Martinez (Jan 12, 2021 09:07 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY T. MCCOY, FINANCE DIRECTOR

22763.510400 AL
MUNIS ORG/OBJ AL

2021 01 11 Amendment 1 SF Dreamers Project

Final Audit Report 2021-01-12

Created:	2021-01-12
By:	Irene Romero (ikromero@ci.santa-fe.nm.us)
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ITEM # 19-0585

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 **SANTA FE DREAMERS PROJECT** 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 **(SANTA FE DREAMERS PROJECT).** "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) ☐ Rate of adults consuming 5+ fruits and veggies daily ☐ Rate of adults meeting recommended physical activity levels (150 minutes of aerobic physical activity per week) ☐ % Women receiving prenatal care in 1st trimester
☐ Behavioral Health	☐ % Current depression (past 2 weeks) ☐ Suicide death rates ☐ % Binge drinking (past 30 days) ☐ Alcohol-related deaths ☐ Drug-overdose deaths ☐ Untreated adults with mental illness
☐ Community Safety	☐ Fall-related deaths ☐ Homelessness rate ☐ Domestic Violence rate
☒ Equitable Society	☐ % Unemployment ☐ % Food insecure households ☐% Adults Age 25+ with Post-Secondary education ☒ 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 legal services to eligible individuals, # or % of participants enroll in post-secondary; # or % of participants employed in full time positions; and

C. *Deliverables:*

1) Provide DACA Legal Services to a minimum of 96 unduplicated individuals and Green Card Legal Services to a minimum of 13 unduplicated adult individuals x $328.64 (DACA) or $650.00 (Green Card) 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 96 x $325.24 (DACA) and unduplicated people served 13 $650.00 (Green Card) (annual per person rate) = $40,000.00 (Total Contract Amount)

FY21: Unduplicated People Served 96 x $325.24 (DACA) and unduplicated people served 13 $650.00 (Green Card) (annual per person rate) = $40,000.00 (Total Contract Amount)

The total compensation under this Agreement shall not exceed [$80,000.00] 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 Vendor fails to meet the provisions of this contract 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 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 Vendor to 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 Vendor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Vendor gives 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. Vendor agrees 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: [Santa Fe Dreamers Project, 1213 Mercantile, allegra@santafedreamersproject.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: [Santa Fe Dreamers Project, 1213 Mercantile, allegra@santafedreamersproject.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:
Santa Fe Dreamers Project,

NAME: Theresa Wilkes
TITLE: Staff Attorney

DATE: July 3, 2019

CRS#EXEMPT
REGISTRATION # 19-00145300

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
cc mtg. 5.29.2019

APPROVED AS TO FORM:

7/2/19
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 (Apr 1, 2021 20:45 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 (Apr 1, 2021 10:45 MDT) Apr 1, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: extend term -year 2/exp: 6/30/22

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

Alexis Lotero (Apr 1, 2021 18:23 MDT) Apr 1, 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: SANTA FE DREAMERS PROJECT
DBA: SANTA FE DREAMERS PROJECT

Business Location: 1213 MERCANTILE RD C
SANTA FE, NM 87505

CRS Number: 03378225003

Owner: ALLEGRA LOVE

License Number: 224505

License Type: Business License - Renewable

Issued Date: August 24, 2020

Classification: Business Registration - Standard

Expiration Date: August 24, 2021

Fees Paid: $35.00

SANTA FE DREAMERS PROJECT
PO BOX 8009
SANTA FE, NM 87504

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

AMERICAN HALLMARK INSURANCE COMPANY OF TEXAS

5420 LYNDON B JOHNSON FWY, STE 1100, DALLAS, TX 75240

COMMON POLICY DECLARATIONS

RENEWAL DECLARATION

POLICY NO: 44-PB-000502897-03/000

RENEWAL OF: 44-PB-000502897-02

NAMED INSURED AND MAILING ADDRESS

SANTA FE DREAMERS PROJECT
PO BOX 8009
SANTA FE, NM 87504

AGENCY AND MAILING ADDRESS 7149

BLUE CHIP INSURANCE AGENCY, INC.
P O BOX 5355
SANTA FE, NM 87502-5355

POLICY PERIOD: FROM 04/27/2020 TO 04/27/2021 AT 12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

THE NAMED INSURED IS: Other

BUSINESS DESCRIPTION: NON-PROFIT LAW OFFICE

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED.

		PREMIUM
COMMERCIAL ADVANTAGE POLICY (BUSINESSOWNERS)	$	288
BALANCE TO MEET MINIMUM PREMIUM	$	339
COMMERCIAL AUTO	$	672
COMMERCIAL ADVANTAGE EXCESS LIABILITY	$	Not Covered
POLICY PREMIUM	$	1,299.00

FORMS AND ENDORSEMENTS APPLICABLE TO ALL COVERAGE PARTS
See Forms Schedule

THESE DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND ENDORSEMENTS, AND SUPPLEMENTAL FORM DECLARATION(S), IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

AMERICAN HALLMARK INSURANCE COMPANY OF TEXAS

5420 LYNDON B JOHNSON FWY, STE 1100, DALLAS, TX 75240

COMMERCIAL ADVANTAGE POLICY

RENEWAL DECLARATION

POLICY NO: 44-PB-000502897-03/000

RENEWAL OF: 44-PB-000502897-02

NAMED INSURED AND MAILING ADDRESS

SANTA FE DREAMERS PROJECT
PO BOX 8009
SANTA FE, NM 87504

AGENCY AND MAILING ADDRESS 7149

BLUE CHIP INSURANCE AGENCY, INC.
P O BOX 5355
SANTA FE, NM 87502-5355

POLICY PERIOD: FROM 04/27/2020 TO 04/27/2021 AT 12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

DESCRIPTION OF BUSINESS

FORM OF BUSINESS:

☐ INDIVIDUAL ☐ PARTNERSHIP ☐ JOINT VENTURE ☐ TRUST

☐ LIMITED LIABILITY COMPANY ☐ ORGANIZATION, INCLUDING A CORPORATION (BUT NOT INCLUDING A PARTNERSHIP, JOINT VENTURE OR LIMITED LIABILITY COMPANY)

☑ OTHER

BUSINESS DESCRIPTION: NON-PROFIT LAW OFFICE

AMERICAN HALLMARK INSURANCE COMPANY OF TEXAS

5420 LYNDON B JOHNSON FWY, STE 1100, DALLAS, TX 75240

COMMERCIAL ADVANTAGE POLICY

RENEWAL DECLARATION

POLICY NO: 44-PB-000502897-03/000	**EFFECTIVE DATE:** 04/27/2020
INSURED: SANTA FE DREAMERS PROJECT	**AGENT:** BLUE CHIP INSURANCE AGENCY, INC.

SECTION I - PROPERTY

LOCATION: 1 BUILDING: 1
LOCATION: 1213 MERCANTILE RD STE C & D, SANTA FE, NM, 87507
OCCUPANCY: Office Bldg Owner or Tenant Occ

COVERAGES	LIMIT OF INSURANCE
BUSINESS PERSONAL PROPERTY	$ 10,000

PROPERTY DEDUCTIBLE: $1,000

Building:

LOCATION: 1 BUILDING: 1 PREMIUM	**$64**

AMERICAN HALLMARK INSURANCE COMPANY OF TEXAS

5420 LYNDON B JOHNSON FWY, STE 1100, DALLAS, TX 75240

COMMERCIAL ADVANTAGE POLICY

RENEWAL DECLARATION

POLICY NO: 44-PB-000502897-03/000	**EFFECTIVE DATE:** 04/27/2020
INSURED: SANTA FE DREAMERS PROJECT	**AGENT:** BLUE CHIP INSURANCE AGENCY, INC.

LOCATION: 2 BUILDING: **1**
LOCATION: 1401 E YANDELL DR, EL PASO, TX, 79902
OCCUPANCY: Office Bldg Owner or Tenant Occ

COVERAGES	LIMIT OF INSURANCE
BUSINESS PERSONAL PROPERTY	$ 1,000

PROPERTY DEDUCTIBLE: $500

Building:

LOCATION: 2 BUILDING: 1 PREMIUM	**$6**

AMERICAN HALLMARK INSURANCE COMPANY OF TEXAS

5420 LYNDON B JOHNSON FWY, STE 1100, DALLAS, TX 75240

COMMERCIAL ADVANTAGE POLICY

RENEWAL DECLARATION

POLICY NO: 44-PB-000502897-03/000	**EFFECTIVE DATE:** 04/27/2020
INSURED: SANTA FE DREAMERS PROJECT	**AGENT:** BLUE CHIP INSURANCE AGENCY, INC.

SECTION II – LIABILITY

COVERAGES	LIMIT OF INSURANCE	
LIABILITY AND MEDICAL EXPENSES	$ 1,000,000	EACH OCCURRENCE
MEDICAL EXPENSES	$ 5,000	EACH PERSON
DAMAGE TO PREMISES RENTED TO YOU	$ 100,000	EACH PREMISES
OTHER THAN PRODUCTS/COMPLETED OPERATIONS AGGREGATE	$ 2,000,000	
PRODUCTS/COMPLETED OPERATIONS AGGREGATE	$ 2,000,000	

OPTIONAL POLICY COVERAGES AND AMENDMENTS	PREMIUM
ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES (CBP 047)	$30
ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION (CBP 045)	$60
CYBER LIABILITY AND DATA BREACH RESPONSE COVERAGE ENDORSEMENT (CYB 001)	$128
EMPLOYEE DISHONESTY	$0
LIMIT OF INSURANCE: $10,000	

AMERICAN HALLMARK INSURANCE COMPANY OF TEXAS

5420 LYNDON B JOHNSON FWY, STE 1100, DALLAS, TX 75240

COMMERCIAL ADVANTAGE POLICY

RENEWAL DECLARATION

POLICY NO: 44-PB-000502897-03/000	**EFFECTIVE DATE:** 04/27/2020
INSURED: SANTA FE DREAMERS PROJECT	**AGENT:** BLUE CHIP INSURANCE AGENCY, INC.

TERRORISM INSURANCE ACT REJECTED
EXCLUSION OF CERTIFIED ACTS OF TERRORISM (CBP 116)

TOTAL COMMERCIAL ADVANTAGE POLICY PREMIUM	**$627**

FORMS AND ENDORSEMENTS
APPLYING TO COMMERCIAL ADVANTAGE POLICY AND MADE PART OF THIS POLICY AT TIME OF ISSUE:
See Forms Schedule

THESE DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND ENDORSEMENTS, AND SUPPLEMENTAL FORM DECLARATION(S), IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY

American Hallmark Insurance Company of Texas

5420 LYNDON B JOHNSON FWY, STE 1100, DALLAS, TX 75240

COMMERCIAL AUTOMOBILE POLICY

RENEWAL DECLARATION

POLICY NO: 44-PB-000502897-03/000

RENEWAL OF: 44-PB-000502897-02

NAMED INSURED AND MAILING ADDRESS

SANTA FE DREAMERS PROJECT
PO BOX 8009
SANTA FE, NM 87504

AGENCY AND MAILING ADDRESS 7149

BLUE CHIP INSURANCE AGENCY, INC.
P O BOX 5355
SANTA FE, NM 87502-5355

POLICY PERIOD: FROM 04/27/2020 TO 04/27/2021 AT 12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

ITEM ONE

THE NAMED INSURED IS: Other **BUSINESS DESCRIPTION:** NON-PROFIT LAW OFFICE

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

ITEM TWO – SCHEDULE OF COVERAGES AND COVERED AUTOS

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". **"Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the Covered Autos Section of the Business Auto Coverage Form next to the name of the coverage.**

COVERED AUTOS SYMBOLS	COVERAGES	LIMITS	PREMIUM
7, 8, 9	Liability	$1,000,000 Each Accident	$ 557
	Auto Medical Payments	$5,000 Each Person	$
7	Uninsured Motorists - UM	$1,000,000 Each Accident	$ 115
7	Underinsured Motorists - UIM	Included In Uninsured Motorists Coverage	$

American Hallmark Insurance Company of Texas

5420 LYNDON B JOHNSON FWY, STE 1100, DALLAS, TX 75240

COMMERCIAL AUTOMOBILE POLICY

RENEWAL DECLARATION

POLICY NO: 44-PB-000502897-03/000
INSURED: SANTA FE DREAMERS PROJECT

EFFECTIVE DATE: 04/27/2020
AGENT: BLUE CHIP INSURANCE AGENCY, INC.

COVERED AUTOS SYMBOLS	COVERAGES	LIMITS	PREMIUM
	Physical Damage: Comprehensive Coverage	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Deductible For Each Covered Auto (See Item Three), But No Deductible Applies To Loss Caused By Fire Or Lightning. See Item Four For Hired Or Borrowed Autos.	$
	Physical Damage: Specified Causes Of Loss Coverage	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Deductible For Each Covered Auto (See Item Three) For Loss Caused By Mischief Or Vandalism. See Item Four for Hired or Borrowed Autos.	$
	Physical Damage: Collision Coverage	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Deductible For Each Covered Auto (See Item Three). See Item Four for Hired or Borrowed Autos.	$
	Physical Damage: Towing And Labor	$ For Each Disablement Of A Private Passenger Auto	$
		PREMIUM FOR ENDORSEMENTS	$
		ESTIMATED POLICY PREMIUM	$ 672.00
		*This policy may be subject to final audit	

FORMS AND ENDORSEMENTS
APPLYING TO THIS COVERAGE PART AND MADE PART OF THIS POLICY AT TIME OF ISSUE:
See Forms Schedule

NOTE: IF NO ENTRY APPEARS ON THE ABOVE ENDORSEMENTS, INFORMATION REQUIRED TO COMPLETE THE FORM WILL BE SHOWN ON THE SUPPLEMENTAL FORM DECLARATION IMMEDIATELY FOLLOWING THE APPLICABLE ENDORSEMENT.

American Hallmark Insurance Company of Texas

5420 LYNDON B JOHNSON FWY, STE 1100, DALLAS, TX 75240

COMMERCIAL AUTOMOBILE POLICY

RENEWAL DECLARATION

POLICY NO: 44-PB-000502897-03/000
INSURED: SANTA FE DREAMERS PROJECT

EFFECTIVE DATE: 04/27/2020
AGENT: BLUE CHIP INSURANCE AGENCY, INC.

ITEM THREE - SCHEDULE OF COVERED AUTOS YOU OWN

NO	*KEY	TYPE	YEAR/MAKE/MODEL	VIN/SERIAL	ST	TERR
1		Mobile Homes	1997 Ford MTR HOME	3FCMF53G3VJA22649	NM	103

NO	ZONE ORG	ZONE DEST	CLASS	SIZE/SEAT	RADIUS	USE	INDUSTRY
1			7961				

NO	LIABILITY LIMIT	LIABILITY DED	LIABILITY DED TYPE	LIABILITY PREM	PIP LIMIT	PIP PREM	PIP DED	ADDED PIP LIMIT	ADDED PIP PREM	PEDESTRIAN PIP PREM
1	$1,000,000	$0	CSL	$557	N/A	$0	N/A	N/A	$0	$0

NO	**MED PAY LIMIT	**MED PAY PREM	UM LIMIT	UM PREM	UMPD LIMIT	UMPD PREM	UIM LIMIT	UIM PREM	UIMPD LIMIT	UIMPD PREM
1		$0	$1,000,000	$115		$0		Incl in UM		$0

NO	COST NEW	STATED AMT	OTC COVERAGE	OTC DED	OTC PREM	COLLISION DED	COLLISION PREM	TOWING LIMIT	TOWING PREM	AUDIO LIMIT	AUDIO PREM	TAPE PREM
1	$0	$0		$0	$0	$0	$0	$0	$0	$0	$0	$0

NO	UNIT PREM	STATE FEES	TOTAL AMOUNT
1	$672	$0.00	$672.00

*KEY: “A” = Add, “D” = Delete, “M” = Modify. **MED PAY = Extraordinary Medical Benefits in Pennsylvania

American Hallmark Insurance Company of Texas

5420 LYNDON B JOHNSON FWY, STE 1100, DALLAS, TX 75240

COMMERCIAL AUTOMOBILE POLICY

RENEWAL DECLARATION

POLICY NO: 44-PB-000502897-03/000	**EFFECTIVE DATE:** 04/27/2020
INSURED: SANTA FE DREAMERS PROJECT	**AGENT:** BLUE CHIP INSURANCE AGENCY, INC.

THESE DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND ENDORSEMENTS, AND SUPPLEMENTAL FORM DECLARATION(S), IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

AMERICAN HALLMARK INSURANCE COMPANY OF TEXAS

5420 LYNDON B JOHNSON FWY, STE 1100, DALLAS, TX 75240

FORMS SCHEDULE

POLICY NO: 44-PB-000502897-03/000

RENEWAL OF: 44-PB-000502897-02

NAMED INSURED AND MAILING ADDRESS

SANTA FE DREAMERS PROJECT
PO BOX 8009
SANTA FE, NM 87504

AGENCY AND MAILING ADDRESS 7149

BLUE CHIP INSURANCE AGENCY, INC.
P O BOX 5355
SANTA FE, NM 87502-5355

POLICY PERIOD: FROM 04/27/2020 TO 04/27/2021 AT 12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

INTERLINE FORMS		APPLICABLE COVERAGE PARTS
AH0017 01-16	SIGNATURE PAGE	Commercial Advantage Policy (Businessowners), Commercial Auto
AH0018 01-15	Disclosure and Offer of Terrorism	Commercial Advantage Policy (Businessowners)
AH0022 03-05	PRIVACY NOTICE	Commercial Advantage Policy (Businessowners), Commercial Auto
AH0050 06-15	POLICYHOLDER NOTICE OF CLAIM REPORTING PROCEDURES	Commercial Advantage Policy (Businessowners), Commercial Auto
IL0017 11-98	Common Policy Conditions	Commercial Auto
IL0021 09-08	Nuclear Energy Liability Exclusion Endorsement (Broad Form)	Commercial Auto
ILP001 01-04	U.S. TREASURY "OFAC" DISCLOSURE	Commercial Advantage Policy (Businessowners), Commercial Auto
LCA-3 06-18	Loss Control Notice	Commercial Advantage Policy (Businessowners)
NP0014 01-15	ADVISORY NOTICE TO POLICYHOLDERS	Commercial Advantage Policy (Businessowners)

COMMERCIAL ADVANTAGE POLICY FORMS (Businessowners)	
CBP001 01-18	Commercial Advantage Policy
CBP299 06-17	Exclusion - Access or Disclosure of Confidential or Personal Information and Data-Related Liability - Limited Bodily Injury Exception Not Included

AMERICAN HALLMARK INSURANCE COMPANY OF TEXAS

5420 LYNDON B JOHNSON FWY, STE 1100, DALLAS, TX 75240

FORMS SCHEDULE

POLICY NO: 44-PB-000502897-03/000

RENEWAL OF: 44-PB-000502897-02

NAMED INSURED AND MAILING ADDRESS

SANTA FE DREAMERS PROJECT
PO BOX 8009
SANTA FE, NM 87504

AGENCY AND MAILING ADDRESS 7149

BLUE CHIP INSURANCE AGENCY, INC.
P O BOX 5355
SANTA FE, NM 87502-5355

POLICY PERIOD: FROM 04/27/2020 TO 04/27/2021 AT 12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

COMMERCIAL ADVANTAGE POLICY FORMS (Businessowners)	
CYB001 04-17	Cyber Liability and Data Breach Response Coverage Endorsement
CBP056 03-05	Fungus, Wet Rot, Dry Rot and Bacteria Exclusion (Property)
CBP059 01-07	Exclusion of Loss Due to Virus or Bacteria (Including Food Contamination Business Income Exception)
MP1072 07-01	Policyholder Notification of Rate Modification
CBP066 03-05	New Mexico Changes - Property Claims Settlement in the Event of Catastrophe
CBP116 01-15	Exclusion of Certified Acts of Terrorism
CBP183 10-10	Communicable Disease Exclusion
CBP220 05-15	New Mexico Changes - Cancellation and Nonrenewal
CBP055 03-05	Fungi or Bacteria Exclusion (Liability)
CBP047 03-05	Additional Insured Managers or Lessors of Premises
CBP045 03-05	Additional Insured Designated Person or Organization
CBP063 08-13	New Mexico Changes

COMMERCIAL AUTO FORMS	
CA0001 03-10	Business Auto Coverage Form
CA0139 12-01	New Mexico Changes
CA0250 05-15	New Mexico Changes - Cancellation And Nonrenewal
CA2017 12-93	Mobile Homes Contents Not Covered
CA2384 01-06	Exclusion Of Terrorism
CA3129 08-11	New Mexico - Uninsured Motorists Coverage - Nonstacked
MP1071 07-04	Policyholder Notification Of Rate Modification
A1713 06-14	New Mexico Offer Of Uninsured Motorists Coverage Selection Or Rejection Of Limits

American Hallmark Insurance Company of Texas

Commercial Advantage Policy
Commercial Advantage Excess Policy
General Liability
Inland Marine
Commercial Property
Umbrella

THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE AND OFFER OF COVERAGE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.

SANTA FE DREAMERS PROJECT
Insured's Name

PO BOX 8009
Santa Fe, NM 87504
Insured's Mailing Address

44-PB-000502897-3
Policy Number

PREMIUM DUE DATE:
Billing Notice Sent Separately

NOTICE OF DISCLOSURE OF PREMIUM AND OFFER OF COVERAGE FOR CERTIFIED ACTS OF TERRORISM

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, that you have a right to purchase insurance coverage for losses resulting from acts of terrorism, as defined in Section 102(1) of the Act: The term "act of terrorism" meansany act that iscertified by the Secretary of the Treasury, inconsultation with the Secretary of Homeland Security, and the Attorney General of the United States)to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. The premium charge to purchase this coverage is set forth below. If you wish to purchase this coverage, please indicate that choice by marking the appropriate box below and returning this notice to us.

In accordance with the Act, you alsohave the right to reject coverage for losses resulting from acts of terrorism. If you do not wish to purchase this coverage, you may reject the coverage by marking the appropriate box below and signing and returning this form to us. Your policy will then be written to exclude such coverage. Please note, even if you wish to reject the coverage for losses resulting from acts of terrorism, in some states (known as Standard Fire Policy States) we are required by law to provide you with coverage for fire losses resulting from any such act of terrorism. Therefore, if a state regulation applies, the additional premium due for this limited fire coverage is stated below.

DISCLOSURE OF FEDERAL PARTICIPATION IN PAYMENT OF TERRORISM LOSSES

You should know that where coverage is provided by this policy for losses resulting from certified acts of terrorism, such losses may be partially reimbursed by the United States Government under a formula established by federal law. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% through 2015; 84% beginning on January 1, 2016, 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019 and 80% beginning on January 1, 2020, of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage.

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You should also know that the Terrorism Risk Insurance Act, as amended, contains a $100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses in any one calendar year exceeds $100 billion. If the aggregate insured losses for all insurers exceed $100 billion, your coverage may be reduced.

The premium set forth below for coverage for losses arising from acts of terrorism does not include any charges for the portion of loss covered by the Government under the Act.

DISCLOSURE OF PREMIUM AND SELECTION OR REJECTION OF COVERAGE

_____ I hereby elect to purchase coverage for losses arising from certified acts of terrorism. I understand that the premium due for this coverage is $5

_____ I hereby reject coverage for losses arising from certified acts of terrorism. I understand that an **exclusion** for losses resulting from certified acts of terrorism will be made part of this policy.
If a premium is indicated below, this policy includes coverage in a StandardFirePolicyState.
I understand that I must still pay an additional premium for coverage for fire losses arising from certified acts of terrorism. I further understand that the premium due for this limited fire loss coverage is $0

_____
Policyholder's Signature

_____
Date

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Advisory Notice To Policyholders
2015 Reauthorization of the Federal Terrorism Risk Insurance Act

This Notice does **not** form a part of your insurance contract. The Notice is designed to alert you to actions that you may want to take when reviewing the Notice of Disclosure of Premium and Offer of Coverage for Certified Acts of Terrorism, AH0018. If there is any conflict between this Notice and the policy (including its endorsements), the provisions of the policy (including its endorsements) apply. Please read your policy and the endorsements attached to your policy carefully.

On January 12, 2015, President Obama signed into law the Terrorism Risk Insurance Program Reauthorization Act of 2015 . The reauthorization of this program means we are required to offer coverage for terrorism as defined by the act. The following are noted changes in the reauthorization act:

- Extends the Terrorism Risk Insurance Program for six years, until December 31, 2020;
- Removes the Secretary of State from the certification decision process and provides that the Secretary of the Treasury will consult with the Secretary of Homeland Security (in addition to the United States Attorney General);
- Reduces the federal share in terrorism losses by increasing insurers' co-pay from 15% to 20% over the course of five years, in one-percent increments beginning on January 1, 2016;
- Increases the threshold for federal participation in losses from $100 million to $200 million in $20 million annual increments over five years beginning in calendar year 2016;
- Increases the mandatory recoupment amount from $27.5 billion to $37.5 billion in $2 billion increments annually, beginning in calendar year 2015 and reaching $37.5 billion in calendar year 2019;
- Beginning in calendar year 2020, revises the mandatory recoupment amount to be the amount equal to the annual average of the sum of insurer deductibles for all insurers participating in the program for the prior three calendar years, with such amount to be determined annually by the Secretary of the Treasury;
- Replaces references to Program Year with the term calendar year;
- Requires insurers to issue disclosure notices to policyholders only at the times of offer and renewal of the policy, instead of at the times of offer, purchase and renewal;
- Requires various studies to be undertaken, such as: study of potential improvements to the certification process; study of the viability of collecting upfront premiums from insurers that participate in the program, the effect of such on the private market terrorism reinsurance coverage or requiring insurers to participate in a capital reserve fund for terrorism-related risks; beginning June 30, 2017, conduct a biennial study of market competitiveness of small insurers participating in the program;
- Requires the Secretary of the Treasury to establish an advisory committee to provide recommendations on encouraging the growth of private market reinsurance capacity for terrorism losses; and
- Directs the Secretary of the Treasury to require insurers participating in the program to submit data concerning coverage for terrorism losses beginning on January 1, 2016.

The Terrorism Risk Insurance Act (TRIA) EXCLUDES Commercial Auto and Crime. Therefore, if your policy includes Commercial Auto or Crime, a terrorism exclusion applies to these lines of coverage.

For policies other than Commercial Auto and Crime, your policy contains coverage for Certified Acts of Terrorism.

- If you choose to keep this coverage, no further action is required.
- If you choose NOT to keep this coverage, you must indicate your rejection on the enclosed notice and return it to our office within 30 days. Once we have received this rejection, we will remove the coverage and the premium from your policy.

SPECIAL NOTES:

Disregard any premium due information that may show in your notice. The premium due for this coverage is payable according to the terms of your billing notice.

If your policy has been issued with a policy minimum premium, the rejection of this coverage may result in no premium change.

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In states designated as Standard Fire Policy States, we are required by law to provide you with coverage for any fire losses resulting from terrorism and to charge you for that coverage.

UMBRELLA AND COMMERCIAL ADVANTAGE EXCESS POLICIES:

If you have elected to reject Certified Acts of Terrorism coverage on your underlying policies, you must also reject the coverage on this policy.

REMINDER:

To reject this coverage for lines other than Commercial Auto and Crime (it is already excluded on these lines), you must properly fill out the enclosed notice, sign, date and return it within 30 days to:

American Hallmark Insurance Services, Inc.

777 Main Street, Suite 1000

Fort Worth, TX 76102

If the notice is not received within 30 days, this coverage will be removed as of the date of your signature and earned premium may be charged.

REJECTION OF TERRORISM COVERAGE ON RENEWAL POLICIES:

By signing the written rejection, you are authorizing the attachment of terrorism exclusion(s) to your policy. These exclusions will continue to attach to all subsequent renewals until you notify us of a change in your election. Refer to the Notice of Disclosure of Premium and Offer of Coverage for Certified Acts of Terrorism, AH 00 18, for the cost of this insurance.

If you have questions, please contact your agent.

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Policy Number: 44-PB-000502897-3

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CYBER LIABILITY AND DATA BREACH RESPONSE COVERAGE ENDORSEMENT

THIS ENDORSEMENT PROVIDES CLAIMS-MADE COVERAGE.
PLEASE READ THE ENTIRE ENDORSEMENT CAREFULLY.

This Endorsement modifies insurance provided under the following Coverage Form:

COMMERCIAL ADVANTAGE POLICY (BUSINESSOWNERS)

COMMERCIAL GENERAL LIABILITY COVERAGE PART

NOTICE

- **EXCEPT TO SUCH EXTENT AS MAY OTHERWISE BE PROVIDED HEREIN, THE COVERAGES PROVIDED UNDER INSURING AGREEMENTS 1., 3., 4. AND 5. OF THIS COVERAGE ARE LIMITED TO LIABILITY FOR ONLY THOSE CLAIMS OR SUITS THAT ARE FIRST MADE AGAINST THE INSUREDS DURING THE CYBER LIABILITY AND DATA BREACH RESPONSE COVERAGE PERIOD AND REPORTED IN WRITING TO US PURSUANT TO THE TERMS HEREIN, VARIOUS PROVISIONS IN THIS COVERAGE RESTRICT COVERAGE. PLEASE READ THE ENTIRE COVERAGE CAREFULLY TO DETERMINE RIGHTS, DUTIES AND WHAT IS AND IS NOT COVERED.**
- **THE LIMIT OF LIABILITY AVAILABLE TO PAY JUDGMENTS OR SETTLEMENTS FOR COVERAGE PROVIDED UNDER INSURING AGREEMENTS 1., 3. 4. AND 5 UNDER THIS COVERAGE SHALL BE REDUCED BY AMOUNTS INCURRED FOR CLAIMS EXPENSES. AMOUNTS INCURRED FOR CLAIMS EXPENSES SHALL BE APPLIED AGAINST THE RETENTION AMOUNT.**
- **EXCEPT TO SUCH EXTENT AS MAY OTHERWISE BE PROVIDED HEREIN, THE COVERAGES PROVIDED UNDER INSURING AGREEMENTS 2.,6, 7. AND 8. OF THIS COVERAGE PROVIDE FIRST PARTY COVERAGE ON AN INCIDENT DISCOVERED AND REPORTED BASIS. COVERAGE UNDER INSURING AGREEMENTS 2.,6 7. AND 8. APPLIES ONLY TO INCIDENTS FIRST DISCOVERED BY THE INSURED AND REPORTED TO THE INSURER DURING THE POLICY PERIOD.**

SCHEDULE		
Retroactive Date: None		
Cyber Liability and Data Breach Response Coverage Total Premium:		$128
Insuring Agreements and Limits of Liability:		
Policy Aggregate Limit of Liability	$50,000	Aggregate for all "loss" combined, including "damages", "penalties", "PCI fines, expenses and costs", "cyber extortion loss", "data protection loss", and "business interruption loss" and "claims expenses".
Cyber Liability Aggregate Sublimits of Liability:		
Information Security & Privacy Liability (Insuring Agreement 1.)	$50,000	Aggregate for all "loss" arising from "damages" including "claims expenses".
Regulatory Defense and Penalties (Insuring Agreement 3.)	$10,000	Aggregate for all "loss" arising from "penalties" including "claims expenses"

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Cyber Lability Aggregate Sublimits of Liability (Continued):		
Website Media Content Liability (Insuring Agreement 4.)	$50,000	Aggregate for all "loss" arising from "damages" including "claims expenses"
PCI Fines, Expenses, and Costs (Insuring Agreement 5.)	$5,000	Aggregate for "loss" arising from "PCI Fines, Expenses, and Costs" including "claims expenses"
Cyber Extortion (Insuring Agreement 6.)	$10,000	Aggregate for "loss" arising from "cyber extortion loss"
First Party Data Protection (Insuring Agreement 7.)	$10,000	Aggregate for "loss" arising from "data protection loss"
First Party Network Business Interruption (Insuring Agreement 8.)	$10,000	Aggregate for "loss" arising from "business interruption loss"
Limits Of Coverage For Privacy Breach Response Services (Insuring Agreement 2.):		Coverage for all "Privacy Breach Response Services" is separate from and in addition to the "Policy Aggregate Limit of Liability"
Notification Services, Call Center Services, and Breach Resolution and Mitigation Services	5,000	"Notified Individuals" in the Aggregate
Aggregate Limit of Coverage for all "Computer Expert Services", "Legal Services", and "Public Relations and Crisis Management Expenses"	$25,000	Aggregate for all "computer expert services", "legal services", and "public relations and crisis management expenses" combined
Retentions:		
Cyber Liability and Data Breach Response (Insuring Agreement 1., 3., 4. and 5.)		
Retention	None	Each claim
Cyber Liability and Data Breach Response (Insuring Agreement 6., 7. and 8.)		
Retention	$2,500	Each Incident
Privacy Breach Response Services and Retention (Insuring Agreement 2.)		
"Computer Expert Services", "Legal Services", and "Public Relations and Crisis Management Expenses"	$0	Each incident
"Notified Individuals"	0 "Notified Individuals"	Each incident
Waiting Period / Retention (Insuring Agreement 8.)		One retention per incident must be satisfied, whichever is greater.
"Income Loss" / "Extra Expense" Retention	$2,500	
"Waiting Period"	12 Hours	

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Policy Number: **44-PB-000502897-3**	Policy Effective Date: **04/27/2020**
Company: **American Hallmark Insurance Company of Texas**	Producer: **0000007149, BLUE CHIP INSURANCE AGENCY, INC.**
Applicant/Named Insured: **SANTA FE DREAMERS PROJECT**	

NEW MEXICO OFFER OF UNINSURED MOTORISTS COVERAGE SELECTION OR REJECTION OF LIMITS

New Mexico law permits you to make certain decisions regarding Uninsured Motorists Coverage. This document describes this coverage and the options available.

You should read this document carefully and contact us or your agent if you have any questions regarding Uninsured Motorists Coverage and your options with respect to this coverage.

This document includes general descriptions of coverage. However, no coverage is provided by this document. You should read your policy and review your Declarations Page(s) and/or Schedule(s) for complete information on the coverage you are provided.

Uninsured Motorists Coverage provides insurance for the protection of persons insured under the policy who are legally entitled to recover damages from owners or operators of uninsured motor vehicles because of bodily injury, sickness or disease, including death, and the destruction of property. An uninsured motor vehicle is a vehicle that does not have an insurance policy or a bond in effect at the time of the accident in at least the limits specified by the financial responsibility law of New Mexico for bodily injury and property damage.

Uninsured Motorists Coverage includes underinsured motorists coverage. An underinsured motorists means an operator of a motor vehicle with respect to the ownership, maintenance or use of which the sum of the limits of liability under all bodily injury liability insurance applicable at the time of the accident is less than the limit of liability under the Underinsured Motorists Coverage of your policy.

New Mexico Law Section 66-5-301 requires that Uninsured Motorists Coverage be offered on every automobile liability policy in minimum limits for bodily injury or death and the destruction of property as established by 66-5-215 and in increased limits up to the limits of liability on your policy. New Mexico Law further allows you, the insured named in the policy, to reject the offers of Uninsured Motorists Coverage entirely or to select a limit of liability lower than the policy limit for Liability Coverage but at least equal to the minimum financial responsibility limit.

If you do not reject Uninsured Motorists Coverage or select a limit lower than the limit for Liability Coverage, your policy will be issued with Uninsured Motorists Coverage equal to the policy limit for Liability Coverage.

If you reject Uninsured Motorists Coverage or reject increased limits as indicated below, this written rejection of coverage is hereby made a part of your policy.

- **OFFER OF COVERAGE**

  The following limits of liability and options are available for purchase. The offer of limits of liability only extends up to the limit of liability for Liability and Property Damage Coverage selected on your policy.

Uninsured (Includes Underinsured) Motorists Liability		
Combined Single Limit	Premium Per Auto	
	Private Passenger Type	Other than Private Passenger Type
$ 60,000	$ 33	$ 29
100,000	46	38
250,000	80	62
300,000	88	67
350,000	94	72
500,000	107	81
750,000	122	91
1,000,000	132	98

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➢ **SELECTION**

In accordance with the New Mexico Laws (Section 66-5-301), amended, the undersigned insured (and each of them) makes the following selection.

(You **Must Pick One** of the following.)

1. ☐ **I reject Uninsured Motorists Coverage**.
2. ☐ **I select Uninsured Motorists Coverage** at limits equal to the minimum limits required by New Mexico law ($60,000 each accident). I understand that I am rejecting any offer for increased limits.
3. ☑ **I select** the following increased limit of **Uninsured Motorists Coverage**. The selected limit cannot be higher than the third-party liability limits of this policy.

   1,000,000 each accident

I, the undersigned named insured (personally / on behalf of the named insured entity and all other insureds), acknowledge that I was provided with an explanation of the coverages and coverage options. I also understand that the selections made above will apply to all future renewals, continuations and changes unless I notify the company otherwise.

SANTA FE DREAMERS PROJECT	_____
Named Insured Entity	Signature
44-PB-000502897-3	_____
Policy Number	Name (Please Print)
_____	_____
Date	Title

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL ADVANTAGE POLICY

SCHEDULE

The **Exception Covering Certain Fire Losses** (Paragraph **B.2.**) applies to property located in the following state(s):
Hawaii, Missouri, Oregon, Washington
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. The following provisions are added to the Commercial Advantage Policy and apply to Property and Liability Coverages:

1. The following definition is added with respect to the provisions of this endorsement:

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

a. The act resulted in insured losses in excess of $5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and

b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

2. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for loss or injury or damage that is otherwise excluded under this Policy.

B. The following provisions are added to **Section I – Property** of the Commercial Advantage Policy:

1. The following exclusion is added:

CERTIFIED ACT OF TERRORISM EXCLUSION

We will not pay for loss or damage caused directly or indirectly by a "certified act of terrorism". Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

2. Exception Covering Certain Fire Losses

The following exception to the exclusion in Paragraph **B.1.** applies only if indicated and as indicated in the Schedule of this endorsement.

If a "certified act of terrorism" results in fire, we will pay for the loss or damage caused by that fire. Such coverage for fire applies only to direct loss or damage by fire to Covered Property. Therefore, for example, the coverage does not apply to insurance provided under Business Income and/or Extra Expense Additional Coverages.

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If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed $100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds $100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

C. The following provision is added to **Section II – Liability** of the Commercial Advantage Policy:

1. The following exclusion is added:

This insurance does not apply to:

TERRORISM

"Any injury or damage" arising, directly or indirectly, out of a "certified act of terrorism".

2. The following definition is added:

For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Form to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage" or "personal and advertising injury" as may be defined in any applicable Coverage Form.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL ADVANTAGE POLICY

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s): **CITY OF SANTA FE** **PO BOX 909, Santa Fe, NM 87502**
Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

The following is added to Paragraph **C. Who Is An Insured** in **Section II – Liability :**

4. Any person(s) or organization(s) shown in the Schedule is also an additional insured, 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 in the performance of your ongoing operations or in connection with your premises owned by or rented to you.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL ADVANTAGE POLICY

SCHEDULE

Name Of Person Or Organization: **PLAINS EAGLE CORPORATION** **1221 MERCANTILE RD , Santa Fe NM 87507** **Location Of Premises (Part Leased To You):** **1213 MERCANTILE RD STE C & D, Santa Fe NM 87507**

Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

The following is added to Paragraph **C. Who Is An Insured** in **Section II – Liability:**

4. The person or organization shown in the Schedule is also an insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule.

This insurance does not apply to any "occurrence" that takes place after you cease to be a tenant in the premises shown in the Schedule or structural alterations, new construction and demolition operations performed by or for the person or organization designated in the Schedule.

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GB COMMUNITY HEALTH AND SAFETY SANTA FE DREAMERS AMENDMENT

Final Audit Report 2021-03-18

Created:	2021-03-16
By:	Julie Sanchez (jjsanchez@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAADFfveasT0pJ565InbLUuNNRzvZQhSJSN

"GB COMMUNITY HEALTH AND SAFETY SANTA FE DREAM ERS AMENDMENT" History

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Signature Date: 2021-03-18 - 8:50:47 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2021-03-18 - 8:50:47 PM GMT

City of Santa Fe New Mexico
Memorandum

Date: April 20, 2021

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

Via: Jesse Roach, Water Division Director

From: Christine Chavez, Water Conservation Manager

RE: Mayor's Monarch Pledge

EXECUTIVE SUMMARY:
Mayor's Monarch Pledge Resolution is in alignment with the TreeSmart Santa Fe Initiative and the Bee City, USA designation and all three work together to consider the preservation and creation of pollinator habitats.

BACKGROUND:

The City's Water Conservation section is currently working with the Bee City, USA committee hosted by the Randall Davey Audubon Center to create a plant resource guide. There are many plant species that we are focusing on for native bees that also serve as habitats for the Monarch butterfly. The initiatives overlap and align with the City's TreeSmart Santa Fe Initiative.

ACTION REQUESTED:

Adopt the Resolution as presented.

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-__

INTRODUCED BY:

Mayor Alan Webber

Councilor Signe I. Lindell

Councilor Carol Romero-Wirth

A RESOLUTION

SUPPORTING THE CITY OF SANTA FE JOINING THE NATIONAL WILDLIFE FEDERATION'S MAYORS' MONARCH PLEDGE TO PRESERVE THE MONARCH BUTTERFLY AND THE HABITAT UPON WHICH IT RELIES.

WHEREAS, the National Wildlife Federation's Mayors' Monarch Pledge program ("Pledge") began in 2015 to engage cities and communities in monarch and pollinator conservation; and

WHEREAS, between 2015 and 2020, the program welcomed over 600 mayors and heads of local and tribal governments who engaged 6 million people and restored more than 6,500 acres of monarch habitat; and

WHEREAS, mayors and others heads of local and tribal government are taking action to help save the monarch butterfly; and

WHEREAS, according to the National Wildlife Federation, eastern populations of the Monarch have declined by 90 percent and western populations by 99 percent in recent years; and

WHEREAS, the monarch's migration spans Mexico, the United States, and Canada; and

WHEREAS, the Tri-National Mayor's Monarch Pledge was created in 2017 to include pledges from local leaders in Mexico and Canada; and

WHEREAS, all three countries play a critical role in saving the monarch butterfly and the habitat it relies on; and

WHEREAS, in joining Pledge, U.S. cities, municipalities, and other communities commit to creating habitat for the monarch butterfly and pollinators and educating residents about how they can make a difference at home and in their community; and

WHEREAS, the City was recently designated a Bee City, USA and is working across departments to look for opportunities to protect and create pollinator habitats. Many of the native pollinator habitats the City is currently working on as part of its Bee City, USA initiative also serve as habitats for the monarch; and

WHEREAS, this project is in alignment with the 2021 Water Conservation scorecard, as well as in the City of Santa Fe Parks, Open Space, Trails and Recreation Master Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the Governing Body supports the City's joining of the National Wildlife Federation's Mayors' Monarch Pledge, which will be fulfilled by the City's existing commitments to rebuild and protect the monarch butterfly's habitat, work collaboratively with community organizations to promote a recommended native plants list that saves water, and support habitats for native pollinators.

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

APPROVED AS TO FORM:



_____

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2021/Resolutions/Supporting the Monarch Pledge

FIR No. 3312

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): Mayor's Monarch Pledge

Sponsor(s): Councilor Carol Romero-Wirth

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

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

Reviewed by City Attorney: _____ Date: Apr 22, 2021

Reviewed by Finance: _____ Date: _____

Summary:
The City of Santa Fe recently became designated a Bee City, USA and is working across departments to look for opportunities to protect and create pollinator habitats. Many of the native pollinator habitats that we are currently working on related to our recent Bee City, USA designation also serve as habitats for the Monarch. The work of the the Bee City, USA initiative, TreeSmart Santa Fe Initiative and now Monarch protection overlaps and incorporates many principles adopted by the Parks Division and Water Conservation Section.

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

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

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
This item is directly related to the Resolution designating the City of Santa Fe as a Bee City, USA.

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

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

Fiscal Impact

X Check here if no fiscal impact

Expenditures

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

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

Expenditure Narrative:

Revenue

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

Revenue Narrative:

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2021-

INTRODUCED BY:

Councilor Michael Garcia

Councilor Signe Lindell

Councilor JoAnne Vigil Coppler

underscored material = new [~~bracketed material~~] = delete

AN ORDINANCE

REGARDING THE INDEPENDENT SALARY COMMISSION, AMENDING SECTION 6-19.3 SFCC 1987 TO REASSIGN THE AUTHORITY TO APPOINT THE MEMBERS OF THE COMMISSION TO THE ETHICS AND CAMPAIGN REVIEW BOARD AND TO REASSIGN THE AUTHORITY TO APPOINT THE COMMISSION'S CHAIRPERSON TO THE COMMISSION'S MEMBERS; AND AMENDING SECTION 6-16.2 SFCC TO ADD THE DUTY OF APPOINTING THE INDEPENDENT SALARY COMMISSION MEMBERS TO THE ETHICS AND CAMPAIGN REVIEW BOARD'S POWERS AND DUTIES.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Section 1. Section 16-9.3 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~~] The Ethics and Campaign Review Board 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 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.

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~~] Members of the commission shall appoint a chairperson [~~prior to the~~] at the first meeting of the commission. The chairperson shall then appoint a vice-chairperson at the first regular meeting.

B. Terms. Members of the commission shall serve four (4) year terms. 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. Vacancies. Vacancies on the commission shall be filled consistent with the provisions of paragraph A.

Section 2. Section 6-16.2 of SFCC 1987 (being Ord. No.2005-14, as amended) is amended to read:

6-16.2 Powers and duties.

A. The board shall enforce the provisions of the Code of Ethics (Section 1-7 SFCC 1987), the Campaign Code (Section 9-2 SFCC 1987) and the Public Campaign Finance Code (Section 9-3 SFCC 1987) in accordance with the procedures prescribed in this section and such rules as the board may adopt.

B. The board shall establish reasonable rules of practice and procedure which are not in conflict with the provisions of city code or other city rules of practice and procedure, timetables and explanatory materials designed to educate the public, to encourage voluntary compliance and to ensure fair and prompt disposition of alleged violations. All such rules of practice and procedure shall be available to the public in the city clerk's office and on the city's website.

C. The board may give advisory opinions to any person requesting an opinion as to whether his or her own future conduct would violate the Code of Ethics, the Campaign Code or the Public Campaign Finance Code. An advisory opinion rendered by the board shall be binding on the board in any subsequent proceeding on a complaint against the person or entity who requested the opinion and acted in good faith in reliance thereon, unless the person or entity omitted or misstated a material fact in requesting the advisory opinion. Advisory opinions shall be indexed and maintained on file with the city clerk and placed on the city's web site.

D. In the exercise of its responsibilities, the board may audit campaign or other records. After each election campaign the board may contract for professional reviews or audits of campaign finance statements and shall file their results with the city clerk's office.

E. The board shall periodically review and recommend changes to the governing body for improving the Code of Ethics, the Election Code, the Campaign Code or the Public Campaign Finance Code, particularly following a municipal election.

F. The board shall appoint the members of the Independent Salary Commission.

G. Reserved.

H. The board shall review and make recommendations to the governing body regarding the governing body procedural rules and other procedural matters including, but not limited to, the city's annual open meetings act compliance resolution.

APPROVED AS TO FORM:



ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2021/Bills/2021-11 Reassigning Salary Commission Appointments

Reassigning Salary Commission Appointments (For Review)

Final Audit Report 2021-04-19

Created:	2021-04-19
By:	Jeff Norris (jtnorris@ci.santa-fe.nm.us)
Status:	Signed
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ACTION SHEET
ITEM FROM QUALITY OF LIFE COMMITTEE MEETING OF 04/21/2021
FOR CITY COUNCIL MEETING OF 05/12/2021

ISSUE:

Consideration of Bill No. 2021-11. An Ordinance Regarding the Independent Salary Commission; Amending Section 6-19.3 SFCC 1987 To Reassign the Authority to Appoint the, Members of the Commission to the Ethics and Campaign Review Board and to Reassign the Authority to Appoint the Commission's Chairperson to the Commission's Members; and Amending Section 6-16.2 SFCC to Add the Duty of Appointing the Independent Salary Commission Members to the Ethics And Campaign Board's Powers And Duties. (Councilor Garcia, Councilor Lindell, Councilor Vigil Coppler) (Erin K. McSherry, City Attorney: ekmcsherry@santafenm.gov, 955-6961)

Committee Review
Quality of Life Committee – 4/21/21
Public Works and Utilities Committee – 4/26/21
Governing Body (request to publish) – 4/28/21
Finance Committee – 5/3/21
Governing Body (public hearing) – 5/12/21

QUALITY OF LIFE COMMITTEE ACTION: Approved on consent.

SPECIAL CONDITIONS OR AMENDMENTS:

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

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