City of Santa Fe

AGENDA

REGULAR MEETING OF THE GOVERNING BODY
APRIL 28, 2021
4:00 PM
ATTEND VIRTUALLY

SPECIAL PROCEDURES FOR GOVERNING BODY MEETING

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

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

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

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

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

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

Public Comment: To provide live public comment during *Petitions from the Floor* or *Public Hearings*, you must join the Zoom meeting by internet or phone, as follows:
Internet: To join the Zoom meeting on the internet using a computer, laptop, smartphone, or tablet, use the following link: https://santafenm-gov.zoom.us/j/94497090315?pwd=VzE2UUR1WDIxUndLcklTZDJKRzd2Zz09. **Passcode: 943334**
Attendees should use the "Raise Hand" function to be recognized by the Mayor to speak at the appropriate time.

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Phone: To join the Zoom meeting using a phone, use the following phone numbers and Webinar ID: **US: 1 (346) 248-7799 - Webinar ID: 944 9709 0315 - Passcode: 943334**
Phone attendees should press *9 to use the "Raise Hand" function to be recognized by the Mayor to speak at the appropriate time.
AFTERNOON SESSION - 4:00 P.M.

1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

Councilor Romero-Wirth

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

Councilor Abeyta

4. **INVOCATION**

Councilor Vigil Coppler

5. **ROLL CALL**

6. **APPROVAL OF AGENDA**

7. **APPROVAL OF CONSENT CALENDAR**

8. **APPROVAL OF MINUTES**

   a. Special Governing Body Meeting – April 6, 2021

   b. Special Governing Body Meeting – April 8, 2021

   c. Regular Governing Body Meeting – April 14, 2021

9. **PRESENTATIONS**

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

b) 2021 Legislative Session Update. (Presentation by Mark Duran) **INFORMATION ONLY**

c) Annual Review of the City's Code of Ethics. (Marcos Martinez, Senior Assistant City Attorney, mdmartinez@santafenm.gov, 955-6502) **INFORMATION ONLY**

10. **CONSENT CALENDAR**

a. Request for Approval of Memorandum of Agreement (MOA): A Partnership between the Santa Fe Public Schools and the Economic Development Department to Provide Temporary Staff. (Janice Krish, Economic Development Specialist, jakrish@santafenm.gov, 955-6915 and Richard Brown, Director, Community & Economic Development, rdbrown@santafenm.gov, 955-6625)
COMMITTEE REVIEW:
Public Works and Utilities Committee: 03/29/2021
Finance Committee: 04/19/2021
Governing Body: 04/28//2021

b. 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

c. 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

d. 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

e. Request for 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)

1. 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.

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

f. 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: 03/31/21
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: 04/12/21
Quality of Life Committee: 04/21/21
Governing Body: 04/28/21

g. 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

h. 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

i. 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

j. 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

k. 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

l. 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

m. Request for Approval of Written Findings of Fact and Conclusions of Law Reflecting the Governing Body's Decisions in the Following Land Use Cases

and Land Use Appeal. (Erin K. McSherry, City Attorney, ekmcsherry@santafenm.gov, 955-6512)

1. Unanimous Decision in Case #2020-2898 to Grant the Request by Zia Station, LLC, to Approve a General Plan Amendment for Approximately 13.3 Acres at the Northwest Corner of St. Francis Drive and Zia Road;
2. Unanimous Decision in Case #2020-2914 to Grant the Request by Zia Station, LLC, to Approve a General Plan Amendment for Approximately 1.9 Acres at the Southwest Corner of St. Francis Drive and Galisteo Road;
3. Decision by a Majority of the Governing Body in Case #2020-2900 to Approve a Rezoning to Amend the Boundaries of the South Central Highway Corridor to Exclude Two Properties at the Northwest and Southwest Corners of St. Francis Drive and Zia Road;
4. Decision by a Majority of the Governing Body in Case #2020-2899 to Approve a Rezoning from R-1 (Residential – One Dwelling Unit Per Acre) to C-2 PUD (General Commercial – Planned Unit Development) for Properties at the Northwest and Southwest Corners of St. Francis Drive and Zia Road, Subject to a Condition that No Short-Term Rental Uses Shall be Permitted;
5. Decision by a Majority of the Governing Body in Case #2020-2901 to Approve a Preliminary Development Plan for a Mixed-Use Planned Unit Development to be Developed in Two Phases at the Northwest and Southwest Corners of St. Francis Drive and Zia Road, Subject to Conditions of Approval; and
6. Decision by a Majority of Members of the Governing Body to Deny Appeal #2021-3256-APPL and Affirm the Historic District Review Board's Denial of a Request by Laura Chock in Case #2020-3006-HDRB to Replace a Pedestrian Front Gate and Add a Stuccoed Arch Feature to a Contributing Yard Wall Structure at 542 Camino del Monte Sol, in the Downtown and Eastside Historic District.

COMMITTEE REVIEW:
Special Governing Body: 04/06/2021
Special Governing Body: 04/08/2021
Regular Governing Body: 04/28/2021

n. 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

o. 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

p. 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

q. **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 Guillen, Legislative Liaison, jbguillen@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): 05/26/21

11. **DISCUSSION/ACTION ITEMS**

a. 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

12. **MIDTOWN OVERVIEW**
Economic Development Department Overview of the Midtown Bi-Weekly Development Update Report. Report: Incremental Development Next Steps. (Daniel Hernandez, Project Director at Proyecto LLC; and Rich Brown, Director, Community & Economic Development Department, rdbrown@santafenm.gov) **INFORMATION ONLY**

13. **MATTERS FROM THE CITY MANAGER**

14. **MATTERS FROM THE CITY ATTORNEY**

EXECUTIVE SESSION

In Accordance with the New Mexico Open Meetings Act, Specifically NMSA 1978, Section 10-15-1, Parts (H)(5), (H)(7), and (H)(8), Discussion of Bargaining Strategy Preliminary to Collective Bargaining Negotiations, Attorney-Client Privileged Quarterly Update Regarding Threatened and Pending Litigation in Which the City of Santa Fe Is or May Become a Party, and Discussion of Property Disposition, Specifically Property Located at 730 Alto Street. (Erin K. McSherry, City Attorney, ekmcsherry@santafenm.gov, 955-6512)

15. **MATTERS FROM THE CITY CLERK**

16. **COMMUNICATIONS FROM THE GOVERNING BODY**

a. Legislative Introductions

EVENING SESSION - 6:00 P.M.

17. **ROLL CALL**

18. **PETITIONS FROM THE FLOOR**

19. **APPOINTMENTS**

20. **PUBLIC HEARINGS**

a. CONSIDERATION OF RESOLUTION 2021-____. (Mayor Webber, Councilor Abeyta and Finance Committee)
A Resolution Adopting the City of Santa Fe's Fiscal Year 2021/2022 Operating Budget and Organizational Chart. (Mary McCoy, Finance Director, mtmccoy@santafenm.gov, 955-6171)

COMMITTEE REVIEW:
Special Finance Meetings: April 13, 14 & 15, 2021
Special Finance Meetings: April 20, 21, & 22, 2021
Governing Body (Public Hearing): April 28, 2021

b. CONSIDERATION OF BILL NO. 2021-8. ADOPTION OF ORDINANCE 2021-____. (Councilor Rivera, Councilor Romero-Wirth, and Councilor Lindell)
An Ordinance Regarding the Independent Salary Commission; Amending Section 6-19.1 SFCC 1987 to Make Clarifications; Amending Section 6-19.2 SFCC 1987 to Change the Effective Date of the Salary to Align with the Term for Mayor Set Forth in the Santa Fe Election Code, Section 9-1 SFCC 1987; Amending Section 6-19.3 SFCC 1987 to Establish an Application Process and Modify Length of the Commissioners' Terms; and Amending Section 6-19.4 SFCC 1987 to Set the Future Schedule for the Independent Salary Commission. (Erin McSherry, City Attorney, ekmcsherry@santafenm.gov, 955-6512)

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

Governing Body (Request to Publish): 03/31/2021
Finance Committee: 04/5/21
Governing Body (Public Hearing): 4/28/21

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

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

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

COMMITTEE REVIEW:
Public Works & Utilities Committee: 03/29/21
Governing Body (Request to Publish): 03/31/21

Finance Committee: 04/5/21
Quality of Life Committee: 04/7/21
Governing Body (Public Hearing): 04/28/21

21. **ADJOURN**

22. **UPCOMING PUBLIC HEARINGS**

a. **Meeting Date – May 12, 2021**

Public Comment on the 2021 – 2022 Annual Action Plan to be Submitted to HUD. (Alexandra Ladd, Director, Office of Affordable Housing, agladd@santafenm.gov, 505-303-9868)

COMMITTEE REVIEW:
Governing Body: 04/14/21
Governing Body: 05/12/21

Appeal #2021-3393-APPL of Case #2020-3111-HDRB. Appeal by James and Jay Heneghan of the Historic Districts Review Board's Denial of an Application to Construct a New Single-Story Residence at 314 North Guadalupe, in the Westside-Guadalupe Historic District (Sally A. Paez, Assistant City Attorney, 955-6501)

COMMITTEE REVIEW:
Governing Body: 05/12/21

Appeal #2021-3393-APPL. of Case #2020-3111-HDRB. Appeal, owners James and Jay Heneghan Seek Reversal of the Historic Districts Review Board's March 9, 2021 Decision to Deny an Application to Construct a New Single-Story Residential Structure at 314 North Guadalupe, Located within the Westside-Guadalupe Historic District. (Sally A. Paez, Assistant City Attorney, 955-6501)

COMMITTEE REVIEW:
Governing Body: 05/12/21

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

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

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

City of Santa Fe

AGENDA

SPECIAL MEETING OF THE GOVERNING BODY
APRIL 06, 2021
6:00 PM
ATTEND VIRTUALLY

SPECIAL PROCEDURES FOR SPECIAL GOVERNING BODY MEETING

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

Written Comments: The public may submit written comments on any of the Public Hearing items to be considered through 1:00 p.m. the day of the meeting, via the virtual comment "button" at https://santafe.primegov.com/public/portal.

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Attendees should use the "Raise Hand" function to be recognized by the Mayor to speak at the appropriate time.
Phone: To join the Zoom meeting using a phone, use the following phone numbers and Webinar ID: **US: 1 (346) 248-7799 - Webinar ID: 946 1412 5827 - Passcode: 341626**

City of Santa Fe

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SPECIAL MEETING OF THE GOVERNING BODY
APRIL 06, 2021
6:00 PM
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1. **CALL TO ORDER**

2 **PLEDGE OF ALLEGIANCE**

3 **SALUTE TO THE NEW MEXICO FLAG**

4 **INVOCATION**

5. **ROLL CALL**

6. **APPROVAL OF AGENDA**

7. **PUBLIC HEARINGS**

Please Note:

- *The five (5) related land use cases set forth below will be heard concurrently in a single public hearing.*
- *Some agenda captions have been slightly modified from their original version (as presented to the Planning Commission) in an effort to further clarify each caption and help distinguish each item.*
- *Due to the anticipated length and complexity of the hearing, the hearing will take place over the course of two (2) meetings of the Governing Body. The public comment portion of the hearing will take place ONLY at the first meeting, scheduled for April 6, 2021. Additional public comment will not be received at the second meeting, scheduled for April 8, 2021.*

a. **Case #2020-2898. North Zia Station General Plan Amendment.** JenkinsGavin, Inc., Agent, for Zia Station, LLC, Owner, Requests Approval of a General Plan Amendment to Amend the Existing General Plan Future Land Use Classification from Low Density Residential (3 to 7 Dwelling Units Per Acre) to High Density Residential (12 to 29 Dwelling Units Per Acre) for Approximately 13.3 Acres at the Northwest Corner of St. Francis Drive and Zia Road. The Properties are Zoned R-1 (Residential- One Dwelling Unit Per Acre) and are within the South Central Highway Corridor Protection District. (Lee Logston, Case Manager, lrlogston@santafenm.gov, 955-6136)

b. **Case #2020-2914. South Zia Station General Plan Amendment.** JenkinsGavin, Inc., Agent, for Zia Station, LLC, Owner, Requests Approval of a General Plan Amendment to Amend the Existing General Plan Future Land Use Classification for Approximately 1.9 Acres from Low Density Residential (3 to 7 Dwelling Units Per Acre) to Transitional Mixed Use at the Southwest Corner of Zia Road and Galisteo Road. The Properties are Zoned R-1 (Residential- One Dwelling Unit Per Acre) and are within the South Central Highway Corridor Protection District. (Lee Logston, Case Manager, lrlogston@santafenm.gov, 955-6136)

c. **Case #2020-2900. Zia Station South Central Highway Corridor Overlay Rezoning.** JenkinsGavin, Inc., Agent, for Zia Station, LLC, Owner, Requests a Rezoning to Amend the Boundaries of the South Central Highway Protection Corridor to Exclude Two Properties at the Northwest and Southwest Corners of St. Francis Drive and Zia Road from the Overlay District. The properties are Zoned R-1 (Residential- One Dwelling Unit Per Acre), are within the South Central Highway Corridor Protection District, and Comprise a Total of Approximately 22.7 Acres. (Lee Logston, Case Manager, lrlogston@santafenm.gov, 955-6136)

d. **Case #2020-2899. Zia Station General Commercial Planned Unit Development Rezoning.** JenkinsGavin, Inc., Agent, for Zia Station, LLC, Owner, Requests a Rezoning from R-1 (Residential- One Dwelling Unit Per Acre) to C-2 PUD (General Commercial- Planned Unit Development) for Properties Located at the Northwest and Southwest Corners of St. Francis Drive and Zia Road. The Properties are Zoned R-1 (Residential- One Dwelling Unit Per Acre), are within the South Central Highway Corridor Protection District, and Comprise a Total of Approximately 22.7 Acres. (Lee Logston, Case Manager, lrlogston@santafenm.gov, 955-6136)

e. **Case #2020-2901. Zia Station Preliminary Development Plan.** JenkinsGavin, Inc., Agent, for Zia Station, LLC, Owner, Requests Preliminary Development Plan Approval for a Mixed-Use Planned Unit Development to be Developed in Two Phases. The Planned Unit Development will be Comprised of Approximately 384 Dwelling Units, 84,000 Square Feet of Office Space, and 36,000 Square Feet of Restaurant/Retail Space at the Northwest and Southwest Corners of St. Francis Drive and Zia Road. The properties are zoned R-1 (Residential- one dwelling unit per acre), are within the South Central Highway Corridor

Protection District, and Comprise a Total of Approximately 22.7 Acres. (Lee Logston, Case Manager, lrlogston@santafenm.gov, 955-6136)

8. **ADJOURN**

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

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SUMMARY INDEX
Governing Body
April 6, 2021

ITEM	ACTION	PAGE
1. Call to Order	Convened at 6:02 p.m.	1
2. Pledge of Allegiance	Led by Councilor Lindell	1
3. Salute to the State Flag	Led by Councilor Romero-Wirth	1
4. Invocation	Led by Councilor Abeyta	1
5. Roll Call	Quorum Present	1-2
6. Approval of Agenda	Approved as amended	2
7. Public Hearings		
a) Case #2020-2898 North Zia GPA	Discussed	2-25
b) Case #2020-2914 South Zia GPA	Discussed	2-25
c) Case #2020-2900 Zia SCHC Rezone	Discussed	2-25
d) Case #2020-2899 Zia PUD Rezone	Discussed	2-25
e) Case #2020-2901 Zia Dev. Plan	Discussed	2-25
20. Adjournment	Adjourned at 10:30 pm	26

Minutes of the
Special Meeting of the Governing Body
Tuesday, April 6, 2021
Virtual Meeting

1. CALL TO ORDER

A special meeting of the Governing Body of the City of Santa Fe, New Mexico, was called to order by Mayor Alan Webber, on Wednesday, April 6, 2021, at approximately 6:02 p.m., at the Council Chambers at City Hall, 200 Lincoln Avenue, Santa Fe, New Mexico as a virtual meeting.

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Councilor Vigil Coppler.

3. SALUTE TO THE NEW MEXICO FLAG

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

4. INVOCATION

The Invocation was led by Councilor Garcia, who offered a Dalai Lama quote.

Councilor Vigil Coppler gave condolences to the family of Mark Basham (former City Attorney, Probate Judge and had his own law practice. He also worked for Alice King at one time.

Councilor Romero-Wirth also remembered Mark Basham, a longtime friend.

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

5. ROLL CALL

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

Members Present Remotely
Mayor Alan Webber
Councilor Roman “Tiger” Abeyta
Councilor Jamie Cassutt-Sanchez

Councilor Michael J. Garcia
Councilor Christopher M. Rivera
Councilor Carol Romero-Wirth
Councilor JoAnne Vigil Coppler
Councilor Renee D. Villarreal

Members Excused
Councilor Signe Lindell

Other Participants Attending Remotely
Jarel LaPan Hill, City Manager
Erin McSherry, City Attorney
Kristine Bustos-Mihelcic, City Clerk
Lee Logston, Case Manager
Sally Paez, Assistant City Attorney
Elias Isaacson, Land Use Director
Noah Berke, Planning Supervisor
Carl Boaz, Council Stenographer

6. APPROVAL OF AGENDA

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

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

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

Against: None.

7. PUBLIC HEARINGS

a. **Case #2020-2898. North Zia Station General Plan Amendment.** JenkinsGavin, Inc., Agent, for Zia Station, LLC, Owner, Requests Approval of a General Plan Amendment to Amend the Existing General Plan Future Land Use Classification from Low Density Residential (3 to 7 Dwelling Units Per Acre) to High Density Residential (12 to 29 Dwelling Units Per Acre) for Approximately 13.3 Acres at the Northwest Corner of St. Francis Drive and Zia Road. The Properties are Zoned R-1 (Residential- One Dwelling Unit Per Acre) and are within the South Central Highway Corridor Protection District. (Lee Logston, Case Manager, lrlogston@santafenm.gov, 955-6136)

b. **Case #2020-2914. South Zia Station General Plan Amendment.** JenkinsGavin, Inc., Agent, for Zia Station, LLC, Owner, Requests Approval of a General Plan Amendment to Amend the Existing General Plan Future Land Use Classification for Approximately 1.9 Acres from Low Density Residential (3 to 7 Dwelling Units Per Acre) to Transitional Mixed Use at the Southwest Corner of Zia Road and Galisteo Road. The Properties are Zoned R-1 (Residential- One Dwelling Unit Per Acre) and are within the South Central Highway Corridor Protection District. (Lee Logston, Case Manager, lrlogston@santafenm.gov, 955-6136)

c. **Case #2020-2900. Zia Station South Central Highway Corridor Overlay Rezoning.** JenkinsGavin, Inc., Agent, for Zia Station, LLC, Owner, Requests a Rezoning to Amend the Boundaries of the South Central Highway Protection Corridor to Exclude Two Properties at the Northwest and Southwest Corners of St. Francis Drive and Zia Road from the Overlay District. The properties are Zoned R-1 (Residential- One Dwelling Unit Per Acre), are within the South Central Highway Corridor Protection District, and Comprise a Total of Approximately 22.7 Acres. (Lee Logston, Case Manager, lrlogston@santafenm.gov, 955-6136)

d. **Case #2020-2899. Zia Station General Commercial Planned Unit Development Rezoning.** JenkinsGavin, Inc., Agent, for Zia Station, LLC, Owner, Requests a Rezoning from R-1 (Residential- One Dwelling Unit Per Acre) to C-2 PUD (General Commercial- Planned Unit Development) for Properties Located at the Northwest and Southwest Corners of St. Francis Drive and Zia Road. The Properties are Zoned R-1 (Residential- One Dwelling Unit Per Acre), are within the South Central Highway Corridor Protection District, and Comprise a Total of Approximately 22.7 Acres. (Lee Logston, Case Manager, lrlogston@santafenm.gov, 955-6136)

e. **Case #2020-2901. Zia Station Preliminary Development Plan.** JenkinsGavin, Inc., Agent, for Zia Station, LLC, Owner, Requests Preliminary Development Plan Approval for a Mixed-Use Planned Unit Development to be Developed in Two Phases. The Planned Unit Development will be Comprised of Approximately 384 Dwelling Units, 84,000 Square Feet of Office Space, and 36,000 Square Feet of Restaurant/Retail Space at the Northwest and Southwest Corners of St.

Francis Drive and Zia Road. The properties are zoned R-1 (Residential one dwelling unit per acre), are within the South Central Highway Corridor Protection District, and Comprise a Total of Approximately 22.7 Acres. (Lee Logston, Case Manager, lrlogston@santafenm.gov, 955-6136)

Ms. Bustos-Mihelcic read the summary captions for these five cases.

Mayor Webber reviewed the process beginning with disclosures, Staff Report, Applicant Presentation, Public Comments, Questions from Governing Body. Written public comments that came in have been provided to Governing Body and posted on City website. The April 8 special meeting is a continuation, but at that time, no public testimony will be taken.

Councilor Garcia noted all Councilors have been inundated with emails from the community and are still receiving them and dismissing them without opening.

Ms. Paez agreed that must continue. Council must rely solely on evidence and testimony at this meeting. We have responded to emails. Thanks for noting that.

Councilor Garcia reiterated to community members that we are not trying to ignore them but can't violate the ex parte rules.

DISCLOSURES

Councilor Garcia said he had no external communications.

Councilor Romero-Wirth reiterated that because this project is in District 2, we received many emails and she stated, for the record, that all emails were forwarded directly to the City Attorney's Office.

Mayor Webber disclosed that a constituent called and wanted to speak with him about land use policy and turned it into an attempt to opine and Mayor Webber ended the call respectfully.

There were no other disclosures, and no one needed to recuse themselves.

STAFF REPORT

Mayor Webber asked Mr. Logston for a report about fifteen minutes long if possible, to be fair with all present.

Lee Logston presented the Staff Report, describing the five cases. He showed the project site and gave the case history. He reported Planning

Commission recommended approval all five, some with conditions of approval.

Issues raised included appropriateness of proposed density, South Central Highway Corridor regulations, impact to traffic, pedestrian safety, the arroyo itself, affordable housing, and general planning update.

Mr. Logston noted the evaluation criteria per Land Use Code. He explained that if the Governing Body denies changing the boundaries of the South Central Highway Corridor, the Governing Body must deny both the C-2 PUD zoning request and the development plan, as detailed in his Staff Memo.

South Central Highway Corridor created in 1986 – 2001- Governing Body created mixed use and 2004 granted General Plan Amendments for these lots. Railroad corridor and finally in 2011 Governing Body approved opening the Railroad station.

In Summary, Mr. Logston said the proposal meets the criteria and the Planning Commission recommended approval of all five cases. Staff also recommends approval of all five cases. Sample motions were in the report.

APPLICANT PRESENTATION

Jenifer Jenkins, 130 Grant Avenue, Suite A was sworn. She appreciated the Council making this time available.

She shared her screen and introduced the project team members.
She showed the 21 acre subject property and pointed out the station platform. Part of the property was once a pumice plant.

The General Plan Amendment is to make this high density residential. Most of south parcel was approved in the General Plan Amendment for mixed general use and she is requesting extending that to the rest of the property.

The Rezone request is from R-1 to C-2 PUD and listed the uses to be allowed: residential, office space and retail/restaurant. Current zoning is default R-1 with SC-1 across St. Francis – Office, hotel (City's affordable housing location).

She described the context of zones as a "common pattern" and pointed out where she lived nearby.

She reviewed a history timeline as the groundwork for this proposal. Zia Station was envisioned in 2005. In 2009, planning was paused for development of places around including relocation of the tracks. There

were interactions with neighbors on what could be created here. Improvements and rail runner service were accomplished in 2016 and she was contacted to being planning for this project. JenkinsGavin shared ideas as they developed them. They did the TIA and in 2020 and held an ENN.

At the ENN they considered responses for density, multi-modal transportation, connectivity, visibility, streetscapes, landscape design, vehicle circulation and sustainability. As she showed the proposed site plan, she described the surroundings of the site and described how they would transition from existing patterns. Along Galisteo is a series of townhomes that fit with townhomes across the street, with higher buildings and commercial uses nearer to St. Francis.

On the north side would be townhomes and open spaces and to the west multi-family dwellings and on south of Zia, mixed use with a realigned Galisteo Road to address existing traffic congestion. It will have a parking structure to minimize on-street parking. A central plaza for the opportunity to have events outdoors. S City bus stop is now across from Zia and they are negotiating an internal bus stop.

She showed planned the new and existing sidewalk network with a new signalized pedestrian crossing at relocated Galisteo and Zia for a safe crossing and access to Candelero Park and significant sidewalk improvements on Zia.

She shared a diagram on heights with buildings at St. Francis stepped down to appear as a single-story height (17') and described the transition they wanted to achieve. She said the 3-story top is about same elevation as the top of Albertsons.

Ms. Jenkins then went to criteria for the General Plan Amendment and described each criterion. She stated that the City established objectives that don't align with the South Central Highway Corridor. They are asking to amend the General Plan and showed the three undeveloped areas. The Amendment would comply with a majority for the highway corridor criteria.

She showed zoning standards for C-2 and South Central Highway Corridor compliance at Zia Station.

Ms. Jenkins said in their Affordable Housing Program they worked closely with Director Ladd to develop in accordance with Fair Market Rents. She showed how Zia Station rates were below the SFHP Maximum Rent rates.

She turned to Traffic issues and mentioned the TIA that was performed because of congestion at Zia and St. Francis. She predicted, with their road designs, there will be no congestion at that intersection by pulling Galisteo

further to the west. She described the proposed signalized pedestrian crossing of Zia and showed how their design reduces congestion by 80%.

She mentioned the Community Outreach done in the summer of 2019 with neighborhood meetings and ENNs. She gave responses that addressed the neighborhood's concerns.

Ms. Jenkins concluded the presentation at 7:19.

PUBLIC COMMENTS

Ms. Paez pointed out the Governing Body might want to ask questions of them and asked speakers to remain present in case of such questions.

Joan Conrow, 2521 Calle de Rincon Anita, was sworn and said Santa Fe needs more housing but needs houses. She felt the market rate was out of reach. She said she wrote out her testimony and submitted but had to submit it in pieces for word limits imposed. She had no idea if the Governing Body received it. She protested that citizens are very limited (two minutes each) while Ms. Jenkins is not limited. She gets much more time, get, and gets to continue the dialogue on Thursday while citizens do not. This is what makes people cynical about government. She hoped the Councilors actually received what she sent and read it.

Councilor Garcia asked if members of the public were allowed to share their screens.

Ms. Paez said the appeal rules do allow display items to be included in the packet if submitted ten days in advance but didn't know about displays at the meeting by the public. It probably would be at the Chair's discretion.

Councilor Garcia wanted us to keep the spirit of what was allowed in an in-person meeting which means speakers should be able to share the screen.

Brett Frauenglass, 2300 Calle Luminoso, was sworn and said his house was the closest house to the southern portion of the development and he had purchased it with the hope this project would go forward in 2009. He supported it and has been following it. The current iteration has gone a long way to solving the transportation problem. He had some minor quibbles with the Galisteo proposal but, overall, he believed it will benefit his neighborhood and seeing young families moving into those town houses. He mentioned some benefits, including a fantastic bike trail. He was happy to see affordable housing in the neighborhood and couldn't be more excited to see it go forward.

Michael Barrio, 501 Colona Street, E. D. of the Santa Fe Housing Coalition, was sworn. He said it is important to encourage projects on housing - always working to seek common ground. In that spirit, he supported this project.

Betty Beacham, 1896 Camino del Pabilo, was sworn. She thanked the Governing Body for all the work they do and in looking at this proposal. Ms. Jenkins said it all and she didn't see how anyone could be opposed. This will be a new urban center for this part of town that is sorely needed. Coming into town here is not an exciting entrance and what is proposed by the developers who are reputable and love Santa Fe will help it be more attractive. What they have done sort of finishes off what is needed for the Zia Station. She has lived in her townhouse here for a long time. She supports the project as an answer to the area and will bring vibrancy to Zia Station and be a great benefit to the community.

Richard Wood, 2197 Lustre Court, retired mechanical engineer, daily commuter in the area for 25 years, was sworn. He said, with encouragement of the Planning Staff, he prepared a report and submitted it in early January, and he was assured it would be studied. But he had no report on it and the Planning Commission seemed to know nothing about it. So, he was left with the right to say, "I told you so." He commended them for the solution on eastbound traffic, but not for vehicles coming back and turning onto Zia. They totally ignored pedestrian effects and Rail Runner crossing and stops. The no left turn solution is the least costly, but it will result in many U-turns.

Cindy Gregory, [no address given] was sworn. She had lawyer concerns and urged all to review the alarming statistics she submitted to the Planning Commission. That intersection is the most dangerous one in the City, State, and Nation. Lots of safety concerns were ignored. We are a destination City because of Santa Fe Style. Much has been written about our earthy ambience and adobe architecture. This development is out of place, out of scale, and worse, it follows the mindless philosophy that if there is an intersection with a lot of cars, it must be a great place for a Walmart. Don't let this happen. With a few minor tweaks, it would work. Please honor the Highway Corridor protection exactly for this purpose. We can do better.

Cheryl Gardopee,1880 Brillante Lane, was sworn and addressed the process used throughout this endeavor. Our members sought to submit information and a lot today went to City Attorney, but she echoed Joan Conrow's comment that our access is extremely different than the developer portrayed. The TIA by Bohannon doesn't seem to be like others done by engineers in our community. Inquire of people who know about traffic in the effort to make this look shiny and bright. We are trading in South Central Highway Corridor from overdevelopment in exchanged for 39 units used for 10 years at affordable housing rates and excited for the City sponsorship of

affordable housing center near Albertsons – but don't want to add 7,900 cars per day at this intersection and we have many reasons to doubt.

Tai Bixby, 55 Primera, Santa Fe, two blocks from the site. He was in favor of the project. It has all the components needed. He was grateful for local developers like Santa Fe Brown, Merritt Brown, to take it to fruition. We have a housing situation and as realtors have said, the Association of Realtors produced a study in December that showed our deficit at thousands of units. We have years to go before we meet the housing needs. It would be nice to have people who work here to live here. The Planning Staff did an outstanding job following the Code. He also thanked the Governing Body and said they do a good job for the City. "I'm glad to live here."

Ed Aku Oppenheimer, [no address given]. As President of the Candlelight Neighborhood Association. he had intended to point out five reasons why the City's review process requires this case to be delayed tonight. He chose two of them to present. The Planning Commission appears to have violated the City Code, Chapter 14 and the 2018 State Statute, Chapter 3-21-5 which directs that municipalities must make zoning decisions throughout the State. Number two, on March 25th, he emailed questions to the Governing Body on the legality of the February 18 Planning Commission hearing proceedings. To date, the Association has not received any kind of acknowledgment of the questions. The letter now has 56 cosigners, and it will remain open for more. After this meeting, he would send the facts on which the questions were based, with the list of cosigners for consideration 48 hours before the Governing Body final vote. He said he was going to comment on the other issues but said the traffic issues raised by this proposal were not necessarily resolved by the planned mitigation measures proposed. "The study states on page six the north parcel is expected to develop first, with the south parcel to follow. It is anticipated that a follow-up traffic study will be prepared when the south parcel is developed, to determine if the mitigation presented herein continues to result in an acceptable Level Of Service." So the developers' own Commission study says, "we don't know if this is going to work and you are going to need to revisit it with a new traffic study before you start Phase 2." He added there were many other issues like this but he did not have the time, so he urged the Governing Body to respond to the issues of City process and other questions they had heard tonight before approving the Zia Station proposal.

Alan Richardson, 2203 Brilliante Street, was sworn, and said he did have prepared comments but not enough time for them. He had 25 years' experience on site location and worked with the New Mexico Department of Economic Development as a Director, Deputy Secretary and Secretary with involvement in a host of projects around the State and their impact studies. In response to Ms. Jenkins' presentation, he asked how this can be a

walkable community when it sits at one of the busiest intersections in Santa Fe and highway, divided by a four-lane road with a traffic count of 17,100 cars daily and a projection of generation another 7,900 cars daily, bringing the total to 25,000 cars daily to that area. It makes absolutely no sense how it can be a walkable community, especially with the Rail Runner making 18 passes per day through that walkable community. Secondly, Ms. Jenkins gave just one point of view, such as the sidewalks that would extend and improved on Zia Road as it relates only to the development and no further. She talked about the views looking east and doesn't talk about views to the west. The Rail Corridor Study in 2008 does not conform to any standards for rail transit systems in the planning documents for the project.

Margaret Marshall, 2172 Ojo Court, and member of the Candlelight Neighborhood Association Board was sworn. Regarding this development, she asked the Governing Body to please not remove corridor protections or requested General Plan Amendments or zoning changes. She said she was not opposed to development of the property but was opposed to this Zia Station development as proposed. She believed the density was not appropriate. She said the City ordinances exist for a reason and this proposal must adhere to those ordinances and their intent to keep Santa Fe as a unique and special place. The Links does not preclude affordable housing. We can still have residents. No variances should be granted since other developers have complied with the standards, corridor protections, etc. In her opinion, "greed is written very large here." She urged the Governing Body to not follow the Planning Commission to twist and distort our ordinances. Please stand your ground and preserve our wonderful City.

Daniel Werwath, 1611 Camino Porvenir, was sworn. He said he was speaking in his professional capacity and as Project Director of Santa Fe Interfaith Housing and as Interim Director of Santa Fe Housing Trust. He strongly supported the provision of affordable units in this market rate project. This is the first time it has been proposed, using the comparative, using the inclusionary zoning ordinance. The housing problem the City is in now was not inevitable. It is the product of lack of long-term planning and overlay districts, and ultimately, the product of little decisions, like denying affordable projects on Siringo Road, and stopping other affordable projects as was done a few years ago. Those all contribute to the situation we are in now. There have been decisions made based on just a couple of people, rather than the interests of the whole community. It is critical to use macro planning for housing and affordable housing in the City. The Code has not been updated since rail commuter service started. The City is behind the bar and should not cater to a small group of people. He understood the fear of change. But we need housing but affordable housing and market rate housing in this development.

Robert Morlino, 2909 Plazuela Cantata, was sworn. He urged the Governing Body to approve this proposal. He was on the Leadership Team of the Santa Fe Housing Action Coalition and pointed out that infill sometimes results in urban sprawl which is not sustainable or good for our environment. He wanted to acknowledge the thousands not here such as those who had to move away and those working families working here and living elsewhere. They are the ones who need it most and are not represented here. Some of the voice for those working people have been shouted over and not heard. The people who are in favor are disenfranchised. He asked everyone to weigh heavily the opinion of the experts. They remain professional and levelheaded, but they worked hard in the project and their opinions deserve to be weighed heavily.

Shawn Evans, 1121 North Luna Circle, was sworn. He urged the Governing Body to approve this. As an architect, he strongly approved. "We can provide affordable housing but first see the mountains of data. We do need vision of the mountains, but we need adjustments to view corridors in the few places for affordable housing. The Zia project is a smart and balanced development, located where it can minimize its overall impact, perhaps most importantly with sustainability and carbon impact by being adjacent to transit. Our City's restrictions on density, height, and style prevent us from equitable growth. We must make sure we work harder to prevent culture erasure when we prevent erasure of view. Don't penalize this project the City has not fulfilled its obligation for long-term planning. Approve the project and then let's get to work on balance of planning and development. We can preserve culture and character while promoting sustainability, dignity, and equality, while preventing gentrification. Let's do all of this.

Anne Watkins, 2138 Candelero, was sworn. She thanked the Governing Body and the Planning Division for all the hard work here. She supported the Zia Station Development Proposal and believed the major concerns of the neighborhood regarding traffic, pedestrian access, and safety have been creatively addressed with a fair amount of affordable housing. Those who work with Jennifer Jenkins on these and other issues, have appreciated her willingness to pursue innovative developments that are part of this development plan. Ms. Jenkins also agreed to form a design committee.
Ms. Watkins also wanted to speak to TOD development. She participated in a national committee that also included Australia and New Zealand to revitalize cities with TOD development in their downtowns. The Biden Administration is now pursuing investment in transit as one element to combat climate change. The Administration offers that same opportunity to Santa Fe and she urged the Governing Body to support it.

Marlene Scally, 2132 Candelero Street, was sworn. She expressed two concerns – the TIA was seriously incomplete. The more than a hundred homes on Candelero have people who face danger exiting Candelero left

to Zia to St Francis to go to work at peak hours. The study didn't consider Candelero left turns to Zia. Candelero has two entrance/exits and one is on a curve, limiting the ability of the driver to see what traffic is coming, in order to make the left-hand turn. And at the closer exit, people are faced with trying to get across three lanes of traffic that are backed up at St. Francis. She asked the TIA to be extended to include that intersection that puts the entire Candelario neighborhood in danger turning left onto Zia at peak hours.

Randall Bell, 2991 Viaje Pavo Real, was sworn. He asked about the procedure for submission of written comments prior to the April 8 hearing. Many people have had difficulty doing that, and he understood there would be no public input at that meeting. He asked if people could submit comments between now and that meeting.

Ms. Paez said the notice has provided that there would not be more, due to the volume of information. The logic was to make sure the decision makers could evaluate everything from all comments submitted for this evening on the plans for development. The written comments were accepted until 3 pm today. Those are all in the record as well as comments made at the Planning Commission meeting.

Mr. Bell objected since so many had not been able to submit them today. Also, there is almost endless time for the Developer to make extensive presentations and the public has been really constrained. It is counter to due process rights. He was speaking on behalf of the Old Santa Fe Association, which has hundreds of members. As OSFA President, the Association strongly supports the Candlelight Neighborhood Association, who expressed several concerns. There is not time for presenting all of them but especially is the issue of the South Central Highway Corridor protection. Some people have intimated it is out of date. Those protections were created after years of considering the concerns of residents. There are other places where higher buildings could be built. The corridors have never been violated and this would be a terrible precedent to endorse. Without that protection variance, they would have to pay attention to the restrictions.

He said Ms. Jenkins emphasized the margin was razor thin and the developer wouldn't make enough money without it. She was intimating that if we did not get a variance from that ordinance, they would not be able to build it without the requested density and height. That presumption is based on facts not in evidence and we don't know what those are. The City cannot decide based on a representation of the developer's alleged profitability.

Elizabeth West, 318 Sena Street, was sworn. She said, like many others, she drives by this area often. She was very disturbed about the willingness

to approach an ordinance that was worked on so thoroughly over the years. That didn't mean she thought there should be no changes. –But she didn't like this approach and wished a moderation could occur. She had ideas of the Territorial design. She might like to be on the design committee. She would like brown and softer edges. The pushback is helpful. Some of the best parts of public involvement in looking at things benefits us in two ways. It is good to be heard. And it benefits the developer's vision with changes that make it better. This pushback is crucial, and she agreed with many people about the process. She was in favor of the important business around affordable housing. She loved the small inexpensive houses. But what happens after ten years? She suggested the Governing Body ask the developer to extend that time for affordable rates.

Miles Conway, 495 NM 592, was sworn. He thanked the Governing Body for hearing all the comments. He echoed what the person ahead of him said on the planning process and hoped it is approved. Lots of care went into this and, speaking on behalf of Santa Fe Homebuilders, said the boom is going on now but won't go on forever. The Association will be involved if this project is approved. Lots of local people are involved. It is a beautiful project. He loved how residential and commercial were intermingled here. "We are building neighborhoods. Thanks for hearing me and the decisions you make. It is fun to see our community building and developing."

Barbara Levin, 2200 Ardor Street, was sworn. She said she was formerly president of the Candlelight Neighborhood Association. While many aspects of the proposal had concerned her, the process is not good. The worst is the waiver of the South Central Highway Corridor protection. It would be a shame to grant that ordinance waiver. She asked the Councilors to please drive around Santa Fe and see that every corner has for-lease signs on businesses. She protested spot ordinance enforcement for things such as too much density. She requested the Governing Body disapprove all of it at this moment.

Grant Alexander, 2327 Calle Tranquilo, in the Sol y Lomas neighborhood. He identified himself as a traffic engineer and architect and said he drives through the area daily. He said the density in the urban core is what makes Santa Fe unique. This project proposes to add density to an area that doesn't have any. The traffic is not great at this intersection and won't get improved overnight. And the city is very unlikely to improve it on its own. The way the city would improve the Level Of Service there is when the City leverages a new development to get private funds to help. That is exactly what is happening here. This is a real benefit to the neighborhood, and he wholeheartedly supports it.

Sterling Grogan, 2138 Candelero Street, was sworn. He asked that the City Council adopt, and condition approve the Zia Station proposal on a modified

version of condition 12, of the Staff Report to the Planning Commission, to add text that says, “The City will develop and provide to the Applicant a design for remediation of the natural gas pipeline crossing immediately upstream of Zia Station property. The applicant will work voluntarily with the City to implement the City design, subject to monitoring by the City.” The Applicant, thanks to Ms. Jenkins’ help, has committed to the neighborhood, to work with the City to remediate the natural gas pipeline crossing, because that is the cause of erosion that the original language of condition 12 was intended to address. Ms. Jenkins had mentioned it in her presentation as “upgrading of the arroyo.” The Applicant, with the modification, could prevent further erosion because the arroyo has two undersized culverts and any money spent on bank stabilization could be wasted when the inevitable next large runoff occurs.

Nathan Thomas, 2194 Lustre Court, was sworn. He said he supported development and mixed use. and agreed Santa Fe needs more family housing. But he asked how more apartments provide more family housing. The only way with this developer is to get special treatment and eliminating appropriate setbacks from Zia Road which she never mentions. She only mentions setbacks from St. Francis. And this brings downtown traffic to an existing R-7 neighborhood. Why does this need a parking garage? He didn’t understand it. He asked the Governing Body to look at the Planning Commission video. Ms. Jenkins said eliminating 3-story from the project would eliminate affordable housing. He saw that as leveraging affordable housing and throwing out the ordinances to make this happen.

Michele Chisholm, 1915 Camino Lumbre, was sworn. She said when Ms. Jenkins met with the Commissioners on February 18, she supplied two pieces of misinformation to the Board. She showed a map that we could no longer make a left turn onto Zia from Galisteo, and that traffic would be rerouted to Chaparral Elementary, which she said was the only way for the whole of Galisteo to get to the school. That was not true. The shortest route to Chaparral Elementary is straight through Camino Lumbre. Camino Lumbre already has large scissors in them, but the City will not let them, despite some neighbors calling the City about these. Camino Lumbre lacks the infrastructure to accommodate the increased traffic. Forcing this residential street to be a major thoroughfare by rerouting traffic through it will only make a bad situation worse. Ms. Jenkins also stated that the impact on Galisteo – that on Galisteo and Rodeo, there was no impact is also false. That intersection is already dangerous as it stands, it is dangerous with fast traffic and a blind curve. We need to have crosswalks and flashing crosswalks at Galisteo at Camino Lumbre and at Galisteo and Rodeo Road. Camino Lumbre will need to be resurfaced to handle the added traffic.

Eric Wolf, 2959 Viaje Pavo Real, was sworn. He said he drives through the intersection twice daily most days. It is dangerous and the site of many car crashes and people take their life in their hands when crossing Zia Road. He was concerned the City will be sued for the poor design. He thought the TIA should be done by a third party. He thought the design will cause traffic chaos. He also questioned whether this was building affordable housing for people in Santa Fe. He recently drove through the parking lot of one of the new apartment developments at Rodeo Road and the railroad tracks. About 25% of the cars had out-of-state license plates, some of them as far away as South Carolina and Washington. He believed the density of the project was the problem. Increased density would create increased traffic problems and make the area less livable. A reasonable project here is a good idea and most of the neighbors would approve such a project, but not one that is so dense.

Cristina Gonzales, 1873 Gonzales Street, was sworn. She said she is an artist and educator, working in the public schools and mother to two. She was in support of this development. She commuted for 15 years to be able to work here. In her opinion, the need for housing far outweighs her desire for a beautiful view. She would miss the mature trees and running her dog in that open space. But housing is more important. Many people she works with could have used ten years of affordable housing getting a start and those following her who wanted a place to live.

Keli Hedin, 2323 Calle Luminoso, was sworn. She asked that Commissioner Sategna's and Commissioner Clow's opposition at the Planning Commission be read concerning the boundaries of the South-Central Highway Corridor. She read their explanations to the Governing Body. The ordinance is to maintain a clear sense of openness. How can that ordinance become outdated? She was not convinced the legality of this when we allow one developer to be out of the boundary of the corridor. This should be done through the General Plan and a series of meetings to which the public is invited to participate. These two corridors encompass a lot of property, both residential and commercial, and what we feel, as the gateways to town, should look like. An approval of this project sets a precedent for all other such projects, circumventing the ordinance.

Bill Roth, 1713A Montaño Street, was sworn. He is a longtime resident and homebuilder, on the Interfaith Housing Board with Daniel Werwath so he had a strong concern for affordable housing. He said this is a huge project and has lots of moving parts. This community feedback helps the developer fine tune it. Overall, it needs to go forward, and he liked the architectural mixed style and high-density mix. And downtown has that architectural mix. Many people moving her brought their architectural style. To see three of our finest architects involved is great. He was in support.

Stefanie Beninato, P. O. Box 1601, was sworn. She asked the Governing Body to look at the master plan as a whole before acting on this application. Allowing this type of development. It sets a really bad precedent in ignoring the ordinance. She asked who, making $35,000, could afford to live in a studio in this development. She asked how much percentage was affordable in each of those. She supported lower heights for commercial with parking underground to reduce the heights. She said the U turns proposed are not possible. She could barely make it with those dimensions. She would like to see the financials to know how much margin is there for the 370 units and 49 affordable housing units. At the Planning Commission, they said the parking was too small but now the Applicant says they have ample parking. She did not support approval.

Madeleine Carey, 1674 Camino Cruz Blanca, was sworn. She thanked Council and Staff. She gave emphatic support to allow the project to continue. She noted there are many rules and regulations to restrict growth only they do so just for the privileged few. People, not buildings make neighborhoods in cities with dynamic living. The housing crisis here is one of our nation's. It was brought on by the aesthetic sense of openness over needs for housing in the City. Her value is as a person who was born to a family that used to live here. She wants to preserve equality for racially and economically diverse people to help us live in Santa Fe. This project will help us do that. Over the last five years, she probably went 10,000 miles over Santa Fe trails with about a thousand on the Rail Trail that runs through the proposed development. It is dangerous to be a pedestrian anywhere in our City mostly from bad or hostile drivers. This proposed entrance will be far to superior to every other entrance along St. Francis and the Rail Trail.

Pat Lillis, 2119 Conejo Drive, was sworn. She was also a board member of the Neighborhood Network. Some Santa Fe residents are protected from development by covenants, and zoning protects the rest of us. Neighborhoods and residents depend on the zoning. When property is sold, zoning helps protect the investment and quality of life. Until last the few years homeowners did not think zoning would be a threat to them. Corridors were set up for same reason – protection for the City's residents. Why do residents have to spend so much time and money to defend those zoned neighborhoods? Why does the City have to waste so much money when this project should be built in a properly zoned location? Santa Fe needs to support neighborhoods and the citizens who live in them. This area deserves the same respect. Please do not throw out corridor protections or zoning, in favor of a development. This is a gamble that the City would favor a developer over long-term residents. Please deny the zoning changes.

Rick Martinez, 735 Mesilla Road, was sworn. He said he was here to state the problems from the public. He had 473 words and couldn't get it called in, so he sent the Councilors an email. He didn't think the City Attorney was

right to deny us the right to say what we have to say. He disagreed and couldn't get his comments and should accept the email he just sent you. He spoke with the Land Use Director who said they are not doing away with the ordinance. This is setting a bad precedent. The owner bought the property knowing it was in the corridor protection district. In the future there is a 7-story building coming to you. The Governing Body is just opening the gates for that by approving this corridor change. It is still going to be a kiss and ride railroad stop and not a place for residents to park a car. He hoped the Governing Body could accept the comments he sent them.

Deanna Einspahr, [address garbled], was sworn. She said the South Central Highway Corridor was adopted through the proper public policy process, involving land use planning, much public input, and policy decision making. It is absolutely abhorrent that its requirements can be waived in a simple Planning Commission hearing by five people and confirmed by a vote of 5 Councilors plus Mayor in a very limited public access hearing. We know that laws are often waived or applied lightly to the wealthy and the connected. The Developer has said that it was his bottom line to waive the SCHC in order that he could provide a tiny amount of affordable housing. She wished she had heard more outrage at the Planning Commission meeting where such a paltry offering for a short period of time was all that was achieved. The solution for affordable housing must be solved by building affordable housing. That notion that Santa Fe can build enough housing to bring down prices in the face of infinite demand is ludicrous. That is Economics 101. The solution requires creativity not yet seen. She suggested the City reestablish a Planning Department for Land Use. The City doesn't have that now. Another is to find ways to remove speculation and profit motives out of housing planners. With imagination, the solutions are endless, but this case is not the solution, and she urged a no vote.

William Bragg, 1871 Brillante Lane, was sworn. He said it has been suggested the South Central Highway Corridor protection plan is no longer relevant or important. To him, it is just the opposite. It is more relevant now than ever. It is there to protect the appearance of this entrance. The construction timeline of 7-10 years was the estimate. Who wants to live at a construction site for ten years? Does anyone want to live at it for 7-10 years? He proposed the time of construction be limited to no more than 3 years. Please consider a reasonable time limit.

Christine Malcolm, 1874 Candelero Street, was sworn. She was a Candlelight Neighborhood Association board member and 17-year resident of this neighborhood. She would be very excited to see a moderately sized community and not another shopping center. This development should comply with the South Central Highway Corridor and ordinance. She said the Hawk pedestrian crossing is more of a traffic hazard, dangerous for motorists and, in her letter, she explained why. There is no way to make it

a safe crossing in this area with too many U-turns, etc. We do need affordable housing and not this, which kicks affordable housing down the road. If South Central Highway Corridor is removed, she wondered if every other property owner on Zia could do such a development. She did not approve of this plan and urged the Governing Body to deny it.

R.G. Wakeland, 2345 Calle Luminoso, was sworn. She said there was an error in process. She already submitted her written objection as a problem with no solution. They already admitted the traffic problem could only be solved with relocation of Galisteo. However, moving of Galisteo Road would not be allowed as proposed because the Governing Body cannot approve a problem or a contingency. Ostensibly, there was no evidence for the following cross street of the developers. There was an error in the previous South Central Highway Corridor and in the status quo since the designation, significantly enough to justify the change. There is currently a shortage of apartments and housing units which they proposed. The South Central Highway Corridor cannot be changed through zoning action but through General Plan Amendment. Her conclusion was that the project could not be approved.

Antoinette Shook, 2120 Candelero Street, and secretary of the CNA, was sworn. She said she found a few underhanded moves. Ms. Jenkins stated at the ENN meeting that affordable housing would be 60% of units for five years. However, at the Planning Commission meeting in February, the submitted plan was changed to ten years. She asked if that was legal. She agreed with Nathan Thomas regarding Ms. Jenkin's statement in February that if a 3-story development were not approved, there would eliminate their affordable housing. If so, she asked why they would build more apartments and not more houses. She was also very skeptical of views of the three stories that only 17' would be seen from St. Francis. Her home backs up to the proposed project and St. Francis was level, out her back door. The corridor was not antiquated. It was put in place by people who understand how green space and infill would blind the eyes of the people. Her plan, with changes in zoning and changes in traffic patterns is irresponsible and dangerous. She urged a vote of no.

Joe Abbatacola, 1881 Brillante Lane, was sworn. He agreed with other comments made about the public being constrained. He would have loved to share some slides. As a former licensed realtor who worked on a successful infill project and believed in smart growth. This was not smart with such high density, so close to St. Francis. It would be 1.5 times as large as Candlelight right at one of the busiest intersections in Santa Fe and a train station. It is a huge mistake. The developer estimated there would be added 2.5 million more vehicles annually. There is a reason why this has not previously been approved as it was being developed over a twenty-year period. It is far too dense for this location and will make this area more

dangerous, resulting in more accidents and injuries and potential loss of life. The claim that with this project, traffic problems will go away is overpromising and underdelivering. He is an instructor for driver safety and served on the City's BTAC and worked in fire and emergency management and law enforcement. He had responded to many multi-vehicle crashes. This design to exit the development, requiring vehicles to make a U-turn to go the opposite way. At peak times, vehicles would have to go further on Zia, since traffic would be backed up. Zia is a high-speed road with blind curves. In his professional opinion, the City will see accidents occurring at Zia and Candelero and other Zia intersections there, as well as Zia and St. Francis. Ask yourself what the City needs. With other commercial space available, is this commercial space really needed? And at what cost? This is a dangerous precedent. Please follow the South Central Highway Corridor protection district.

Nicolas Bosch, 1868 Camino del Pabilo, was sworn. He said he was a new resident here. He totally understood the need for affordable housing. He was fortunate to be able to purchase his first home here. He couldn't tell how many times he has almost had an accident. He has a strong planning background. He had not read the TIA report but some comments from it sounded like it was incomplete and didn't factor in pedestrians or rail traffic. If that is the case, it is concern for him moving forward with only partial data. He liked the idea of affordable housing but just done right for the safety of the neighborhood.

Rachel Thompson, living near the Rodeo, was sworn. She supported affordable housing and wanted this development and she thought people living here wanted affordable housing. She thought it a shame that inclusionary zoning put people in opposition. she gathered that what is missing in Santa Fe is long-term planning and she felt Midtown is sucking out any such planning. She bicycles a lot and noted that while crossing Zia, a cyclist was killed. Where they propose the signal crossing, people could come over the hill to an unmarked crosswalk. In uncontrolled areas with crosswalks more accidents with no cross walk. So she worried it will be extremely unsafe for cyclist and pedestrian. She badly wanted this housing, but it needs to come after we find out where affordable housing should be.

Ed Romero, 3456 Via Magdalene, was sworn. He said, as Santa Fe Civic Housing Authority Director, he supported the project providing affordable housing in a desirable area of town that his clients would love to live in. He said he could talk about our waiting list which is not open for four years and we have 200 families waiting with about 20-40 turning over each year. So they are in desperate need of affordable units. He noted he has seen many projects for that area but most of them cop out with fee in lieu and this is the only one that provides affordable housing.

Anthony Guida, 1711 Second Street, was sworn. As an architect and sustainability expert, he knew we are in a climate emergency – literally of life or death of our planet. The notion that we continue to protect automobile-centric low density planning with such zoning and the most disastrous thing of a highway corridor, considering this emergency, he would hope for a denser high-rise development. We need to do this type of development at higher densities, especially with TOD in this part of town. The only way Santa Fe can get the things wanted as a walkable City in a sustainable and carbon neutral way, is with denser and higher rise developments. The City can grant even more densities for developers, in exchange for developments people want. He would prefer we not water it down and approve this positive project at this density at the very least.

Sheela Hewitt, 1917 Camino Lumbre, was sworn. She said her greatest concern is for safety. She didn't know if many here have driven Zia to St. Francis on an icy day. The vehicles go fast to make it up to St. Francis. But that is where the crosswalk is to be located. If you have ever made a left turn on Galisteo, you have a good sight before you. But with Galisteo realigned, you would no longer have that. There has not been sufficient thought for that in the neighborhood. There is no rush for this. Make your decision about the South Central Highway Corridor but the plan needs much more research with its many dangerous situations.

Michael Margolis, 2154 Candelero Street, and resident of Candlelight Neighborhood Association for 30 years, was sworn. He said the Developer is using the Zia Station as an excuse for removal of the protective corridor. He didn't think the Planning Commission caught any of that. It is not contingent on any development around it. He was the 4th person to mention at what Mr. Jenkins said at the Planning Commission that without 3 stories, no affordable housing. The Commissioners didn't ask for proof but said okay. This is not about a mountain view corridor but following the overlay that protect our values. Affordable housing as a passionate ideology is wonderful but it is not that you accomplish but how you accomplish it. Please don't approve this project.

There were no other members of the Public to comment.

QUESTIONS FROM THE GOVERNING BODY

Councilor Garcia had questions first for Cindy Gregory. She had mentioned that a few tweaks were needed and asked her what those would be.

Ms. Gregory said, "We want the development and I want more neighbors in the development, but in the two-story limitation. I consider that a minor tweak. The other thing would be to honor affordable housing. At the

Planning Commission they said they would not voluntarily provide affordable housing. I would suggest the City order that."

Councilor Garcia thanked her. His next question was for Alan Richardson. He thanked Mr. Richardson for his testimony about the corridor study and asked him to clarify that.

Mr. Richardson said he was also with the NMDOT, Rail and Transit Division and he was involved with the team bringing the Rail Runner to Santa Fe. The study had very little technical input to the study itself. They talked about the number of locations for the Rail Runner stops. That would not happen. Nowhere in the study did it indicate any of those sites were studied. The requirements were quite heavy. The study was superficial and never was approved by the City. It is full of deficiencies, but it was used by the Developer for the back-up on that issue.

Councilor Garcia's last question was for Ed Oppenheimer. He asked if Mr. Oppenheimer was the President of Candlelight Neighborhood Association.

Mr. Oppenheimer said he was.

Councilor Garcia asked him if the proposal addresses the Candlelight Neighborhood Association concerns.

Mr. Oppenheimer said the only concession given by the developer that he was aware of was to propose 3-story buildings in Phase 1 rather than 4-story. But if C-2 PUD zoning were granted, it would open the door not only for a refiling for Phase 1 in a few months to increase height and density yet again and in the future, open the rest of the corridor in the City to lawsuits because of the precedent being set with this. So it would discard all requirements in the General Plan Amendment changes and Corridor protection and affordable housing regulations. That has never been compromised before. There has also been since, the Developer working with a small group in the Candlelight neighborhood who support this and giving the thoughts and perceptions of the CNA with the developer. He noted in some of the comments, the extensive driver training to provide pedestrian safety. That was a compromise, not worked out with CNA but a few neighbors who warned the developer that they needed to give a little on this. We have not had a chance to address how poor a solution this is. We were shut out in so many ways at the Planning Commission meetings and makes us believe we have had no opportunity to respond on it. They did see in response, a minor change on Territorial style which was a new roll out. It is not even an answer to our concerns. We have tried to work with the Developer for over a year to get a meaningful dialogue.

Councilor Romero-Wirth asked Richard Wood, both from reading the comments made at the Planning Commission and here, that he had done a traffic study, when it was finished, if he was able to share it with the Developer at the ENN meeting and what reaction he got from that study.

Mr. Wood said he was encouraged at the time by City Staff to write it up. He wrote it up in early January and submitted it to the Planning Commission for the packet for the Planning Commission meeting.

Councilor Romero-Wirth asked if he reached out with it directly to the developer.

Mr. Wood said he had not.

Councilor Romero-Wirth wanted to ask a question for Brett Frauenglass who was not present at that time but was later.

Councilor Romero-Wirth asked Mr. Oppenheimer about the small group working with the developer and curious about his own interactions with the Developer and the Developers' response.

Mr. Oppenheimer said he has reached out to JenkinsGavin. And the extra ENN was reluctantly given to the CNA after he agreed to personally sponsor the Zoom meeting, which he did, to get some real answers.

Councilor Romero-Wirth asked how the small group came about.

Mr. Oppenheimer said they worked separately to get an address list to work together on their own. Their efforts were not successful, so we met to combine the mailing list and did so. But then these other parties considered the mailing list theirs. But it was only for use by the Candlelight Neighborhood Association Board. They wanted to use it to promote their proposal and communications broke down at that point. They are still part of our Google group and can host anything. But they chose to be nonexplicit about what they were doing except when they challenge the Board to provide some information to pass on to the developer. They have made is a one-way street. We are trying to find a way to meet with the Developer.

Councilor Romero-Wirth said they seem to have access to the Developer, but not the Board.

Mr. Oppenheimer said that was correct. The Board wants it sent back to the Developer for some kind of review and cannot do that without the Governing Body's sanction. He suggested she could speak with Anne Watkins or Sterling Grogan.

Councilor Romero-Wirth asked Ms. Watkins how she would characterize the neighborhood's reaction.

Ms. Watkins said she had a different take on what is going on. From early on, a group in the Candlelight Neighborhood Association was opposed but now said they were not opposed but that there were still problems. The rest of the Board members started out not opposed but wanted to work more closely with the Developer, but simply have not been included in the discussions; have not been involved in negotiations and constituted several times but did not communicate with the rest of us very well.

Ms. Watkins said she has talked with Ms. Jenkins about concerns that she felt needed to be addressed – pedestrians and affordable housing. "We are not a separate group, but several people are not in lockstep with the current Board. I helped put together the mailing list. My husband and I walked the whole north part to get people to sign up for the mailing list and was told it would happen on the south side, but it did not happen. So I was willing to go to the south area but was not allowed to see the mailing list. Some people dropped out entirely. I haven't tried to negotiate with Ms. Jenkins."

Councilor Romero-Wirth would it be possible if we deputized Mr. Oppenheimer and his spokespeople, to come together to work with a Developer's representative to have conversation on the issues and work for more peace.

Ms. Watkins said she had backed off because acrimony is not something she wanted to deal with.

Councilor Romero-Wirth asked Mr. Frauenglass about his quibbles with Galisteo.

Mr. Frauenglass said people use it as short cut at high speed. Right in front of my house, it has 9' lanes and some places are 14' lanes. He knew it was not the developer who needed to solve all the problems, but this was one that people will continue to speed through. He has had people in his front yard several times because of speeding through there.

Councilor Cassutt-Sanchez asked Mr. Wood about a 25-year traffic study he had mentioned. She did not understand if it was a formalized study equal to the one submitted.

Mr. Wood said he was a mechanical engineer and looked carefully at it and knew what he saw there, and it was not correct to say they solved all the traffic problems – not turning off Zia.

Councilor Cassutt-Sanchez asked Mr. Werwath about his statements concerning his comments on affordable housing and economics of 3-story building.

Mr. Werwath said he used the project on Siler Road for comparison for how density affects affordable housing. That is important to consider. Fewer units mean less revenue and does affect the financials of a project.

Councilor Cassutt-Sanchez asked Mr. Grogan about the gas line problem to elaborate.

Mr. Grogan said since the City adopted the stormwater management plan, a list of priorities to help with flood conditions was made. The City is still paying for effects from the 2018 flood. His statement was for a written report on Condition 12 to remediate erosion downstream from the pipeline crossing. The Developer said they would work with the City if the City provided a design and monitored implementation of that design.

Mayor Webber said the City Attorney disallowed the response from Ms. Jenkins.

Councilor Vigil Coppler asked Mr. Werwath about a comment earlier that indicated Santa Fe doesn't need any more apartments and wanted his view on that.

Mr. Werwath said Santa Fe needs lots of different types of affordable housing. People moving here would push out locals without places to live. But we are hemmed in with affordable apartments and cannot built just 3-4 units that are affordable in most of the City. It takes large apartment complexes to make the economics work for affordable housing. Overlay restrictions make apartments hard to put in some places in the City. This is a particularly good location for the apartments because of basic service availability.

Councilor Vigil Coppler asked him to comment on the ten-year limitation for keeping housing affordable.

Mr. Werwath pointed out that no affordable rental housing sets out to be affordable in perpetuity. Housing has life cycles. At some point, significant reinvestment needs to be made in housing. There are also issues involved in securing mortgages without uncertainty on the futures of them. The biggest federal affordable housing operations have a fifteen-year minimum expiration of affordability.

The Siler Road project has 40 years of affordability, but he did not think they could make it through 40 years without some revitalization along the way.

Councilor Vigil Coppler asked for his comment on 2-stories with a fee in lieu instead of affordable units being built.

Mr. Werwath said it was a mistake for the community to expect the developers to fix all the affordable housing shortage problems. We must invest proactively in affordable housing to maintain a balanced market.

Having diversity in the market was more important to him than solving the entire affordability problem. Money is the Trust Fund is very impactful.

Mayor Webber wanted to ask a question to Miles Conway. He was no longer present but returned to the meeting later.

Mayor Webber closed Public Testimony portion and thanked everyone who spoke. He felt the question period was also very useful.

Mayor Webber invited members of the Governing Body to submit questions for the Developer or Staff to Lee Logston by email before the close of business tomorrow.

Mr. Conway returned, and Mayor Webber recalled he used specific language about affordable housing and building housing but what he said was different. What he said was, “We need, as a community and as a City, to develop neighborhoods, not just drop housing down into places.”

He welcomed Mr. Conway to expand further on that because it is an important theme. Housing in the absence of a complex of neighborhood and neighborliness, services, mixed use, and careful design doesn’t really fulfill our goal as a community, to have livable neighborhoods.

Mr. Conway said Mayor Webber just took the words out of his mouth. Being someone who has lived in Santa Fe downtown, a person feels like the Plaza is the community but driving many miles away from it to lay their head down to rest.

The development begins to be the center of our universe there. There is already Albertsons and businesses on the east side, and this would be another little center. It is a smart way to go.

Mayor Webber thanked him for his comments.

Mayor Webber wrapped up the business with a reminder to send emails to Mr. Logston as follow-ups for Thursday evening’s next meeting.

6. **ADJOURN**

Having completed the agenda and with no further business to come before the Governing Body, the meeting was adjourned at 10:30 p.m.

Approved by:

_____
Mayor Alan Webber

ATTESTED TO:

_____
Kristine Bustos Mihelcic, City Clerk

Respectfully submitted by:

Carl G Boaz

Carl G. Boaz, Council Stenographer

City of Santa Fe

AGENDA

REGULAR MEETING OF THE GOVERNING BODY
APRIL 14, 2021
4:00 PM
ATTEND VIRTUALLY

SPECIAL PROCEDURES FOR GOVERNING BODY MEETING

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

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

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

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

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

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

Public Comment: To provide live public comment during *Petitions from the Floor* or *Public Hearings*, you must join the Zoom meeting by internet or phone, as follows:
Internet: To join the Zoom meeting on the internet using a computer, laptop, smartphone, or tablet, use the following link: https://santafenm-gov.zoom.us/j/92203821759?pwd=cEFSVTVsWGJlc2IvUG9ZNmdTYUVDdz09.
Passcode: 577437
Attendees should use the "Raise Hand" function to be recognized by the Mayor to speak at the appropriate time.
Phone: To join the Zoom meeting using a phone, use the following phone numbers and Webinar ID: **US: 1 (346) 248-7799 - Webinar ID: 922 0382 1759 - Passcode: 577437**
Phone attendees should press *9 to use the "Raise Hand" function to be recognized by the Mayor to speak at the appropriate time.

City of Santa Fe

AGENDA

REGULAR MEETING OF THE GOVERNING BODY
APRIL 14, 2021
4:00 PM
ATTEND VIRTUALLY

AFTERNOON SESSION - 4:00 P.M.

1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

   Councilor Rivera

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

   Councilor Cassutt-Sanchez

4. **INVOCATION**

   Councilor Lindell

5. **ROLL CALL**

6. **APPROVAL OF AGENDA**

7. **APPROVAL OF CONSENT CALENDAR**

8. **APPROVAL OF MINUTES**

   a. Regular Governing Body Minutes – March 31, 2021

9. **PRESENTATIONS**

   a. COVID-19 Update Pursuant to Resolution 2020-51. (Jarel LaPan Hill, City Manager, jlapanhill@santafenm.gov, 955-6848 and Brian Williams, Interim Emergency Management Director, bgwilliams@santafenm.gov, 955-6537) **INFORMATION ONLY**

10. **CONSENT CALENDAR**

a. Request Approval of Amendment No. 1 to State of New Mexico Aging and Long Term Services Department Contract #20-0396 to Decrease the Total Amount by $57,579 for the Senior Volunteer Programs. (Gino Rinaldi, Senior Services Division Director, earinaldi@santafenm.gov, 955-4710)

COMMITTEE REVIEW:
Finance Committee Meeting: 03/22/2021
Quality of Life: 04/07/2021
Governing Body: 04/14/2021

b. Request for the Approval of Contract Amendment No.1 for Professional Service Contract 20-0556 to reflect the awarded Children Youth Family Development (CYFD) Grant Agreement 21-690-3200-20846 for YouthWorks (Julie Sanchez, Youth & Family Services Division Director, jjsanchez@santafenm.gov, 955-6678)

COMMITTEE REVIEW:
Finance Committee: 03/22/21
Quality of Life: 04/7/21
Governing Body: 04/14/21

c. Request Approval of the Streetlight Conversion Contract with Public Service Company of New Mexico (PNM) to Convert PNM Owned Street Lights in City Limits to LEDs Not to Exceed $421,185 Inclusive of New Mexico Gross Receipt Tax (NMGRT). (Regina Wheeler, Public Works Director, rawheeler@santafenm.gov, 955-6622)

COMMITTEE REVIEW:
Public Works & Utilities Committee: 03/8/21
Finance Committee: 03/22/21
Governing Body: 03/31/21

d. 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

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

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

f. Request for Approval of Amendment No. 5 with John Shoemaker & Associates, Inc. (JSAI) for Two (2) Capital Improvement Projects: Installation of an Inclinometer Sensor (SENSOR) and Development of a Conceptual Work Plan in the Total Amount of 88,536.57 (Exclusive of NMGRT). (William Schneider, Water Resources Manager, whschnedier@santafenm.gov, 955-4203)

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

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

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

h. Request for Approval of Change Order No. 5 with Bradbury Stamm Construction, Inc. to Increase the Duration by Adding 653 Days without an Increase in Funding. (Michael Dozier, Wastewater Division Director, mldozier@santafenm.gov)

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

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

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

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

j. Request for Approval of a Budget Adjustment Resolution (BAR) for Electric Vehicles in the Amount of $750,000. (David A. Chapman, Grants Administrator, dachapman@santafenm.gov, 955-6824)

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

k. Request for Approval of a Budget Adjustment Resolution (BAR) for Municipal Court in the Amount of $360,063. (David A. Chapman, Grants Administrator, dachapman@santafenm.gov, 955-6824)

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

l. Request for the Approval of a Budget Adjustment Resolution (BAR) for the Construction of the Southside Teen & Resource Center in the Amount of

$3,870,900. (David A. Chapman, Grants Administrator, dachapman@santafenm.gov, 955-6824)

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

m. Request for the Approval of Amendment No.10 to the Santa Fe Railyard Community Corporation's Amended and Restated Lease and Management Agreement, to Increase the Existing Rent Deferral for FY21 from $100,000 to $500,000, with Deferred Amounts to be Repaid from FY22 to FY24. (Sam Burnett, Public Works Property Maintenance Manager, jsburnett@santafenm.gov, 955-5933)

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

n. Request for Approval of Amendment No.1 for Santa Fe Recovery Center Contract #20-0569 to Expand Navigation Services to Sixty (60) Additional Male and Female Children, Ages 0-21, and their Parents. (Elizabeth Peterson, Children and Youth Program manager, empeterson@santafenm.gov, 470-3186)

COMMITTEE REVIEW:
Finance Committee: 04/5/21
Quality of Life: 04/7/21
Governing Body: 04/14/21

o. Request for Approval of Amendment No. 1 to St. Elizabeth Shelter Contract #19-0584 to Extend the Term for One Year from 6/30/21 to 6/30/22, Decrease the Number of Individuals Receiving Navigation Services, and Increase Number of Individuals Receiving Safety Net Services. (Elizabeth Peterson, Children and Youth Program Manager, empeterson@santafenm.gov, 470-3186)

COMMITTEE REVIEW:
Finance Committee: 04/5/21

Quality of Life: 04/7/21
Governing Body: 04/14/21

p. Request Approval of Amendment No. 1 to Food Depot Contract #19-0586 to Extend the Term from 6/30/21 to 6/30/22 and Decrease the Number of Individuals Receiving Navigation and Increase Number of Individuals Receiving Safety Net Services. (Elizabeth Peterson, Children and Youth Program Manager, empeterson@santafenm.gov, 470-3186)

COMMITTEE REVIEW:
Finance Committee: 04/5/21
Quality of Life: 04/7/21
Governing Body: 04/14/21

11. **DISCUSSION/ACTION ITEMS**

a. Request for the Approval of the National Cooperative Purchasing Alliance Also Known As NCPA Cooperative Master Agreement which would Allow the City to Utilize Contracts Procured through NCPA as an Additional Procurement Method Citywide. (Yodel Catanach, Contracts Supervisor, yocatanach@santafenm.gov, 955-6435)

COMMITTEE REVIEW:
Finance Committee: 04/05/21
Governing Body: 04/14/21

b. Request for Approval of Amendment No. 1 for Contract 20-0231 to Amend the Joint Funding Agreement (JFA) 20RBC0LL0000002 with the US Geological Survey (USGS), United States Department of Interior (DOI) Commencement/Expiration Dates to be March 1, 2021 to June 30, 2021. (Alan Hook, Water Resources Coordinator Assistant, aghook@santafenm.gov, 955-4205)

Committee Review:
Governing Body: 04/14/21

c. Request for Approval of Request to Publish Notice of Public Hearing on May 12, 2021 to Solicit Public Comment on the 2021 – 2022 Annual Action Plan to

be Submitted to HUD. (Alexandra Ladd, Director, Office of Affordable Housing, agladd@santafenm.gov, 505-303-9868)

COMMITTEE REVIEW:
Governing Body: 04/14/21

12. **MIDTOWN OVERVIEW**
    a. Economic Development Department Overview of the Midtown Bi-Weekly Development Update Report. Presentation Topic: Land Use Planning. (Elias Isaacson, Director, Planning and Land Use esisaacson@santafenm.gov: Stefan Pellegrini, RA, AICP, Principal, Opticos Design, Inc.; Daniel Hernandez, Project Director at Proyecto LLC; and Rich Brown, Director, Community & Economic Development Department, rdbrown@santafenm.gov); **INFORMATION ONLY**
13. **MATTERS FROM THE CITY MANAGER**
14. **MATTERS FROM THE CITY ATTORNEY**
15. **MATTERS FROM THE CITY CLERK**
16. **COMMUNICATIONS FROM THE GOVERNING BODY**

EVENING SESSION - 6:00 P.M.

17. **ROLL CALL**
18. **PETITIONS FROM THE FLOOR**
19. **APPOINTMENTS**
20. **PUBLIC HEARINGS**
    a. **Appeal #2021-3256-APPL of Case #2020-3006-HDRB.** Appeal by Laura Chock of the Historic District Review Board's Denial of a Request to Replace a Pedestrian Front Gate at 542 Camino del Monte Sol, in the Downtown and

Eastside Historic District. (Sally A. Paez, Assistant City Attorney, sapaez@santafenm.gov, 955-6501)

COMMITTEE REVIEW:
Governing Body: 04/14/21

b. CONSIDERATION OF RESOLUTION NO. 2021-____. (Councilor Rivera, Councilor Vigil Coppler, and Councilor Romero-Wirth)
A Resolution Proclaiming Severe or Extreme Drought Conditions Exist in the City of Santa Fe; Imposing Fire Restrictions; Restricting the Sale or Use of Fireworks Within the City of Santa Fe and Prohibiting Other Fire Hazard Activities. (Geronimo Griego, Acting Fire Marshal, gggriego@santafenm.gov, 955-3310)

COMMITTEE REVIEW:
Introduced: 03/10/21
Quality of Life Committee: 04/7/21
Governing Body (Public Hearing): 04/14/21

21. ADJOURN

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

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

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

22. UPCOMING PUBLIC HEARINGS

Meeting Date – April 28, 2021

CONSIDERATION OF BILL NO. 2021-8. ADOPTION OF ORDINANCE 2021-____. (Councilor Rivera, Councilor Romero-Wirth, and Councilor Lindell)
An Ordinance Regarding the Independent Salary Commission; Amending Section 6-19.1 SFCC 1987 to Make Clarifications; Amending Section 6-19.2 SFCC 1987 to Change the Effective Date of the Salary to Align with the Term for Mayor Set Forth in the Santa Fe Election Code, Section 9-1 SFCC 1987; Amending Section 6-19.3

SFCC 1987 to Establish an Application Process and Modify Length of the Commissioners' Terms; and Amending Section 6-19.4 SFCC 1987 to Set the Future Schedule for the Independent Salary Commission. (Erin McSherry, City Attorney, ekmcsherry@santafenm.gov, 955-6512)

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

Publication Date – April 12, 2021

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

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

Publication Date – April 12, 2021

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

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

Publication Date – April 12, 2021

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Governing Body
April 14, 2021

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Minutes of the
Regular Meeting of the Governing Body
Wednesday, April 14, 2021
Virtual Meeting

1. CALL TO ORDER

A regular meeting of the Governing Body of the City of Santa Fe, New Mexico, was called to order by Mayor Alan Webber, on Wednesday, April 14, 2021, at approximately 4:06 p.m., at the Council Chambers at City Hall, 200 Lincoln Avenue, Santa Fe, New Mexico as a virtual meeting.

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Councilor Rivera.

3. SALUTE TO THE NEW MEXICO FLAG

The Salute to the New Mexico Flag was led by Councilor Cassutt-Sanchez.

4. INVOCATION

The Invocation was led by Councilor Lindell.

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

5. ROLL CALL

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

Members Present Remotely
Mayor Alan Webber
Councilor Roman “Tiger” Abeyta
Councilor Jamie Cassutt-Sanchez
Councilor Michael J. Garcia
Councilor Signe Lindell

Councilor Christopher M. Rivera
Councilor Carol Romero-Wirth
Councilor JoAnne Vigil Coppler
Councilor Renee D. Villarreal

Members Excused
None

Other Participants Attending Remotely
Jarel LaPan Hill, City Manager
Erin McSherry, City Attorney
Kristine Bustos-Mihelcic, City Clerk
Kyra Ochoa, Community Services Director
Brian Williams, Acting Emergency Management Director
Regina Wheeler, Public Works Director
Yodel Catanach, Purchasing Supervisor
Alexandra Ladd, Affordable Housing Director
Sally Paez, Assistant City Attorney
Elias Isaacson, Land Use Director
Nicole Ramirez-Thomas, HDRB Staff Liaison
Noah Berke, Planning Supervisor
Rich Brown, Economic Development Director
Geronimo Griego, Interim Fire Marshal
Carl Boaz, Council Stenographer

6. APPROVAL OF AGENDA

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

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

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

Against: None.

7. APPROVAL OF CONSENT CALENDAR

Councilor Cassutt-Sanchez asked for item 10c to be removed for discussion.

Councilor Garcia asked for item 10a to be removed for his recusal.

MOTION: **Councilor Vigil Coppler moved, seconded by Councilor Lindell, to approve the Consent Calendar as amended with items 10(c) and 10 (a) removed for discussion.**

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

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

Against: None.

8. APPROVAL OF MINUTES

a. Regular Governing Body Minutes – March 31, 2021

MOTION: **Councilor Garcia moved, seconded by Councilor Lindell, to approve the minutes from March 31, 2021 as presented.**

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

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

Against: None.

9. PRESENTATIONS

a. COVID-19 Update Pursuant to Resolution 2020-51. (Jarel LaPan Hill, City Manager, jlapanhill@santafenm.gov, 955-6848 and Brian Williams, Interim Emergency Management Director, bgwilliams@santafenm.gov, 955-6537) **INFORMATION ONLY**

Manager LaPan Hill presented the report with Director Ochoa and Director Williams participating.

Director Ochoa reported vaccinations are way up nationally, but she is keeping her eye on hospitalizations that are increasing in younger age ranges. By 643% and 800% for 40-49 years of age.

New Mexico is very positive now. We are number one on vaccinations and public health outcomes in the US. More than 55% have one dose and 35% are fully vaccinated. Santa Fe County is turquoise, and hospitalizations are coming down and doing well. The County has 61.8% with one shot and 32.5% fully vaccinated and 68% of all residents are registered with DOH.

Director Williams said vaccination sites are up and running. There are two as of tomorrow sites and 11 more will be open in May. They are vaccinating 2,000 - 2,500 per day. There are no shortages of PPE. 23,000 masks are available at various points in the City. He appreciated Christus staff making vaccinations a big success and they asked that people over 40 having trouble registering can call the hospital or his phone number for help in registering.

Director Ochoa thanked him and said she will continue with monthly reports.

Councilor Cassutt-Sanchez sked if the vaccination events are happening at Midtown.

Director Ochoa said the vaccinations done in cooperation with Christus are at Midtown and they are open for all people and all sites are done through the DOH website. They continue through DOH at the Desert Sage Academy primarily for 16-17 year-olds and at pharmacies and clinics. We will expect a big shipment of vaccine shortly.

Councilor Cassutt-Sanchez had a concern for vaccine equity, with 87507 notifications. She wondered about access for vaccines on the south side without a pharmacy close by.

Director Ochoa said DOH does not give data by zip code. We have been conversing with Santa Fe Trails transit to make extra runs to Midtown for those having barriers. We did have an event at Santa Fe Place Mall. It was not logistically viable. We are interested in southside locations. Midtown is best right now. We are looking at County Fairgrounds also. We have no reason to believe vaccinations are low on the south side.

Councilor Cassutt-Sanchez asked if there are advocacy groups getting other information. The City should reach out to them also.

Director Ochoa said he can do that, and the Mayor's Task Force has advocacy group representatives in those meetings.

Councilor Villarreal thanked them for update and asked where people can have the list of clinics for vaccinations.

Director Ochoa said no because DOH says everyone needs to register at their website. So it is not a shop around process like it is in other states and part of the reason why we are #1.

Councilor Villarreal saw long lines at Midtown and assumed they all were registered and directed there.

Director Ochoa agreed. DOH is controlling the process. There is not much choice involved in where people go. She thanked those involved and gave a shout out to Councilor Cassutt-Sanchez who is making sure vaccinations are happening.

Councilor Vigil Coppler asked if the resolution specified a report at every Council meeting or every month.

Manager LaPan Hill said the resolution was for a report every two weeks. She expanded the reports to include vaccinations. We might need a new resolution on timing of the reports.

Ms. McSherry asked if that would be for more frequent or less frequent reporting.

Manager LaPan Hill let the Councilors speak for themselves on moving to monthly reports.

Ms. McSherry said to decrease requirements, a resolution would be needed.

Councilor Vigil Coppler wondered what force resolutions have. We vote on a resolution as the will of the Councilors. Does that mean they can be changed without coming back to Council? Can any member of the Governing Body change it without coming back to the Governing Body? Are the resolutions just promises? She was getting the sense they don't mean anything.

Ms. McSherry said there are a variety of resolution types and we must look at each resolution to the scope for how to amend them. There is also a desire to include duration of the resolution going forward.

Councilor Vigil Coppler clarified she was trying to understand if after voted on, the resolutions have to be adhered to until changed by the Governing Body.

Councilor Vigil Coppler said on the resolution before us now, she understood that the Governing Body was to have a COVID-19 report every two weeks and thought it was to be in writing. There was no written report tonight, so she asked if that following the resolution or not. She also asked if someone was able to not follow it without an amendment.

Ms. McSherry said we try to follow them.

Manager LaPan Hill asked, if we recommended a verbal change, whether it would need an amendment for modification. This one has an end date.

Councilor Vigil Coppler understood it might be cumbersome and a verbal might be just as satisfactory. But she asked how anyone can go against a resolution without the Governing Body approving an amendment. Ms. McSherry had said it must be amended. But she saw this happening a little more often. She hoped we all pay attention to those we have passed.

The intent here is that she believed the City should not let up on COVID enforcement. She did like to see what has happened with Police and Fire Departments. She asked Chief Padilla could share how well enforcement is going.

Chief Padilla said from his recollection and without the resolution in front of him, he thought this [verbal report] suffices to meet the resolution but with a written report on a monthly basis. The Department has issued twenty-two citations since we went into the pandemic and have an officer downtown to hand out masks and enforce the resolution there. Officers do their best to alert people to wear their face coverings.

Councilor Vigil Coppler thanked him.

Director Ochoa clarified that Staff does keep track of data for the monthly reports and will continue to compile it weekly.

Mayor Webber said he was at the first community clinic. It was an extraordinary event with strong support from Christus. He suggested the Council would benefit with those present, the music, the mood and how many people Christus were able to vaccinate in that one event.

Director Williams said the total number was 1,888 vaccinations and there were no wasted vaccines. They had 12 doses left over at 4:30 and rustled up enough people to use it all. The Police provided patrols for traffic and

the Fire Department was ready for any emergencies. The National Guard helped and from other facilities, Director Wheeler's Staff helped with spur of the moment calls. It made a big difference as the wind began to pick up. Over 50 Christus people were there. He offered to provide more data next time.

Mayor Webber added that behind the scenes work was done by the City Attorney's office.

Director Williams was glad to see how many people got vaccinated. He recommended people come about 12:00 pm.

Mayor Webber reminded everyone that although we are focused on vaccinations, we are not out of the woods yet and masks are still the protocol. He asked Director Williams to weigh in on the mask issue. Masks are such a simple protocol to prevent the spread.

Director Ochoa agreed masks are an effective tool. We put out 23,000 masks so far at libraries, community centers, police stations, etc. Everyone should continue to wear masks and wash hands, etc. children are back in schools and are not vaccinated so masks are important.

Councilor Garcia gave a shout out for Director Williams and hope his gas tank is not exhausted. It is an uphill battle so thanks for all you do.

10. CONSENT CALENDAR

a. Request Approval of Amendment No. 1 to State of New Mexico Aging and Long Term Services Department Contract #20-0396 to Decrease the Total Amount by $57,579 for the Senior Volunteer Programs. (Gino Rinaldi, Senior Services Division Director, earinaldi@santafenm.gov, 955-4710)

COMMITTEE REVIEW:
Finance Committee Meeting: 03/22/2021
Quality of Life: 04/07/2021
Governing Body: 04/14/2021

This item was removed from Consent by Councilor Garcia.

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

Councilor Garcia recused himself and left the meeting for this item.

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

Against: None. Councilor Garcia was not present for the vote.

Councilor Garcia rejoined the bench virtually after the vote.

b. Request for the Approval of Contract Amendment No.1 for Professional Service Contract 20-0556 to reflect the awarded Children Youth Family Development (CYFD) Grant Agreement 21-690-3200-20846 for YouthWorks (Julie Sanchez, Youth & Family Services Division Director, jjsanchez@santafenm.gov, 955-6678)

COMMITTEE REVIEW:
Finance Committee: 03/22/21
Quality of Life: 04/7/21
Governing Body: 04/14/21

c. Request Approval of the Streetlight Conversion Contract with Public Service Company of New Mexico (PNM) to Convert PNM Owned Street Lights in City Limits to LEDs Not to Exceed $421,185 Inclusive of New Mexico Gross Receipt Tax (NMGRT). (Regina Wheeler, Public Works Director, rawheeler@santafenm.gov, 955-6622)

COMMITTEE REVIEW:
Public Works & Utilities Committee: 03/8/21
Finance Committee: 03/22/21
Governing Body: 03/31/21

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

This item was removed for discussion by Councilor Cassutt-Sanchez.

MOTION: **Councilor Cassutt-Sanchez moved, seconded by Councilor Romero-Wirth, to approve the Streetlight Conversion Contract as presented.**

Discussion on the motion:

Ms. Jamie Aranda from PNM thanked Director Wheeler for cooperatively working with us. PNM is committed to this project and making it a smooth transition Our Director of Operations wrote the letter of commitment and will be part of the final design team and Governing Body approval. Rate 20 is the revised rate which essentially allows PNM to add to add to the operational substitute as we move forward. And, as a regulated entity PNM is checking all the boxes to add to the substitute list.

Councilor Cassutt-Sanchez thanked her and asked for an update on the community involvement process.

Director Wheeler said it is a fortuitous turn of events that occurred when it was before the Governing Body at the February 24 meeting. Many community members reached out to say what were not best practices in the plan. She asked for the community input process for explaining all the things involved in the outdoor lighting Code of the City to gather input from community experts and understand all the goals and responsibilities in the streetlight process.

She launched a website a few days ago for update on PNM progress and details on the design. The committee met last night with a valuable exchange of priorities that we will definitely share. Five demo sites are listed on the website. The Grand Opening is on April 23 but will be functioning before that. So thanks to the Community, we are now pursuing Dark Skies certification and working with the International Dark Skies Commission on it. The design now will comply with every regulation for keeping Dark Skies and will save money for the City, as well.

Councilor Cassutt-Sanchez thanked her for all of that information. She received some emails that there are some LED lights installed already. She asked if those installed were the demonstration sites.

Director Wheeler replied there are about 200 LED lights installed from over a ten-year period and are not demonstration sites. Some are 5000 Kelvin which were common several years ago. Those are what the community cautioned us on. Many of them around intersections are using newer technology. Those that have been there about ten years will be uninstalled and converted to the appropriate Kelvin level.

Councilor Cassutt-Sanchez was grateful for that. And anxious to see the comparison. She asked if there will be opportunities for people in the Advisory Committee to be present for the meeting.

Director Wheeler agreed. She explained she reached out to the Dark Skies Association to have some representatives available. As a Dark

Skies Community, it is not just streetlights outside but also convenience lights in filling stations and other convenience centers.

Councilor Cassutt-Sanchez thanked the local members of the public for their responses and input.

Councilor Garcia thanked Ms. Aranda for being present. The language was going to allow for adoption of certain lighting and now a confirmation. For the public, there was nothing in the contract that would prevent us from adopting 3000 Kelvin or lower.

Ms. Aranda said that is correct and it will be added to the contract.

Councilor Garcia pointed out that there are 26 cities that adopted 3,000 K or lower and we could be the 27th city adopting that.

We touched a little on the Steering Committee and he thanked Director Wheeler for addressing that clarification. The Governing Body did not appoint any of those members and he had not provided any recommended names for it.

He asked if there was a reason why the Governing Body could not have adopted a lighting plan and then signed the contract, knowing the total value. He wondered why we are going backwards on this contract.

Director Wheeler said it was not going backward but we wanted to have an integrated plan with PNM at the same time, since they own half of the lights. They need to procure some contractors for the installation and then have time for ordering all of the lighting. It will be equal treatment across the community. So right now they would not be ready for the installation. Every single light pole is in the contract and it helps with equity to have PNM at the table for the whole project.

Councilor Garcia understood the inequities in changing a few and not all. And we won't have a huge team installing it all in one day but over several months. He understood this would come back to the Governing Body in the summer. He understood that inequity. Because we have 5000K already in the City, we are not utilizing those locations that have 5000K as a site. He asked if that was true.

Director Wheeler said Frenchy's Field is a demonstration site with 5000 K lights across the street. Those can be compared easily. She was not sure any other locations would have the opportunity for that comparison.

Councilor Garcia said his concern was that could skew the opinions. He felt that should not have been a demonstration site, because 5000K is not an option to consider.

He noted the website is collecting comments and after that closes, he asked for the Governing Body to have a copy of those comments. In determining what the lighting plan is they would be able to digest the comments and concerns of the community. He hoped the contract process would be an open process. The review of the former contract did not appear to be transparent and this one needs to be.

Councilor Vigil Coppler thanked Councilor Cassutt-Sanchez for getting Ms. Aranda here. She mentioned to Director Wheeler that she was taken aback that some Councilors were invited to make recommendations to the Steering Committee.

Director Wheeler said Councilor Garcia made a comment in the PWUA Committee when he looked at the newsletter that announced the Steering Committee had been formed. She said they had asked BTAC for a representative and Councilor Garcia chairs that advisory committee. She approached the Public Safety Advisory Committee which Councilor Rivera chairs. She also approached the Mayor's Committee on Disability, but they do not have a Councilor on their committee, so it was not really the way the Steering Committee was formed.

Councilor Vigil Coppler pointed out that the Dahlkia announcement said Councilors recommended members that would be on the Steering Committee. She asked that to be corrected and did not know if that was done. But it was not correct. And if it was the case, she wanted to know which Councilors had made the appointments.

Director Wheeler thanked her. She said she thought she had replied to Councilor Vigil Coppler. She did let Councilor Garcia know that it was corrected on the website. It only said the Steering Committee was composed of Councilors, Advisory Groups, and community-based groups.

Councilor Vigil Coppler asked if there was a reason why we don't know who those members are. She didn't know who they were.

Director Wheeler said that was discussed at the Steering committee meeting last night. She explained that because of the volume of emails coming to people involved in this project, she wanted to ask the Steering Committee if they wanted their contact information made available. And they declined. We did ask them to identify what groups they represented.

Councilor Vigil Coppler asked if she meant their groups or their names.

Director Wheeler said it was to identify their groups.

Councilor Vigil Coppler asked who appointed the Steering committee.

Director Wheeler said the Staff did.

Councilor Vigil Coppler questioned, if they are a publicly-appointed body, if that information can be kept under wraps. Its it possible to keep that under wraps.

Ms. McSherry replied that this is an informal group. So if there is an IPRA filed, those names would be disclosed. She didn't know the concerns of this group.

Councilor Vigil Coppler was only asking because she wanted to know if there was any reason the City would say these names must be redacted.

Ms. McSherry did not think there would be any redaction.

Councilor Vigil Coppler reasoned that she could get a list of them tomorrow.

Director Wheeler said she did meet them last night, but the list was not shared with her. It is not a big deal, but she felt those members of the public could be either warned or allowed to not have all of that. She wanted to share the representation and said they are using third party facilitators.

She listed the groups included American Institute of Architects, Public Safety Advisory Committee, Railyard business and homeowner, Tierra Contenta resident, Mayor's Committee on Disabilities, Sierra Club, Audubon Society, a Neighborhood Association, Southwest Santa Fe Advocates, self-proclaimed reasonable lighting advocate, another resident from the Rail Yard.

Councilor Vigil Coppler said she would follow up on her comments after the meeting.

She asked Ms. Aranda if the potential PNM merger would affect the contract.

Ms. Aranda said no; the merger will not have any impact on the contract.

Councilor Garcia stated that BTAC was not consulted on this. They had requested input but will need advance notice before it is presented.

Director Wheeler said she worked with the BTAC Staff Liaison on it.

Councilor Garcia didn't want that to be represented as coming from BTAC.

Councilor Lindell commented that in 2014, when she first ran for Council, she thought LED conversion was a great idea and had no idea how controversial it would be. She got lots of emails on it. Now we are pursuing Dark Skies designation which is terrific. It has been far from simple and emotions ran high on it. And not always did people present their best selves on it. It is not easy. If it was easy, we would have done it seven years ago. She was very grateful to Director Wheeler for continuing to persevere.

Mayor Webber agreed with Councilor Lindell. It is a tremendous progress report tonight on the willingness of PNM, Public Works Dept and Dahlkia work. We got an education on Kelvin and lumens. It is a community education and an opportunity to pursue something quite essential to our City. He thought the project has been beneficial to all of us on many dimensions. It highlights the way Santa Fe people believe; not a sacrifice for technology and how important it is to consult the community when change is happening. Every change affects how the City looks and feels. There was a plan to proceed and Director Wheeler and PNM and Dahlkia opened up for a community process that has led to a Dark Skies City Designation – another achievement for Santa Fe. He didn't want the hard work and responsiveness and also the economic and environmental challenges to hamper getting into a leadership position and worth celebrating instead of criticizing. We an all feel we are producing a tremendous offering for the City and Region. The tone should be celebration for the demonstration sites.

He asked Director Wheeler, if he drove to all five beta sites, where he would put the feedback on it. Could I leave a voice mail? What process is to be used? How do you collect the feedback?

Director Wheeler said there is a form on the website or people could meet in person to verbally give feedback. The Grand Opening on April 23 will have Staff at all five sites. We are still developing more on getting feedback. We have a dedicated phone line now where people can call for feedback and asking questions. We will update it on the website and email posts.

Mayor Webber added that if you schedule a meeting, make it as robust and inclusive as possible to make the City look and feel like we want. When we do this, we don't want to do it wrong.

Mayor Webber thanked Ms. Aranda for her presence here tonight and last night at the Committee meeting.

Ms. Aranda thanked him.

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

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

Against: None.

d. Request 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

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

COMMITTEE REVIEW:

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

f. Request for Approval of Amendment No. 5 with John Shoemaker & Associates, Inc. (JSAI) for Two (2) Capital Improvement Projects: Installation of an Inclinometer Sensor (SENSOR) and Development of a Conceptual Work Plan in the Total Amount of 88,536.57 (Exclusive of NMGRT). (William Schneider, Water Resources Manager, whschnedier@santafenm.gov, 955-4203)

COMMITTEE REVIEW:

Public Works and Utilities Committee: 03/29/21

Finance Committee: 04/05/21
Governing Body: 04/14/21

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

COMMITTEE REVIEW:

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

h. Request for Approval of Change Order No. 5 with Bradbury Stamm Construction, Inc. to Increase the Duration by Adding 653 Days without an Increase in Funding. (Michael Dozier, Wastewater Division Director, mldozier@santafenm.gov)

COMMITTEE REVIEW:

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

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

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

COMMITTEE REVIEW:

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

j. Request for Approval of a Budget Adjustment Resolution (BAR) for Electric Vehicles in the Amount of $750,000. (David A. Chapman, Grants Administrator, dachapman@santafenm.gov, 955-6824)

COMMITTEE REVIEW:

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

k. Request for Approval of a Budget Adjustment Resolution (BAR) for Municipal Court in the Amount of $360,063. (David A. Chapman, Grants Administrator, dachapman@santafenm.gov, 955-6824)

COMMITTEE REVIEW:

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

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

COMMITTEE REVIEW:

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

m. Request for the Approval of Amendment No.10 to the Santa Fe Railyard Community Corporation's Amended and Restated Lease and Management Agreement, to Increase the Existing Rent Deferral for FY21 from $100,000 to $500,000, with Deferred Amounts to be Repaid from FY22 to FY24. (Sam Burnett, Public Works Property Maintenance Manager, jsburnett@santafenm.gov, 955-5933

COMMITTEE REVIEW:

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

n. Request for Approval of Amendment No.1 for Santa Fe Recovery Center Contract #20-0569 to Expand Navigation Services to Sixty (60) Additional Male and Female Children, Ages 0-21, and their Parents. (Elizabeth Peterson, Children and Youth Program manager, empeterson@santafenm.gov, 470-3186)

COMMITTEE REVIEW:

Finance Committee: 04/5/21
Quality of Life: 04/7/21
Governing Body: 04/14/21

o. Request for Approval of Amendment No. 1 to St. Elizabeth Shelter Contract #19-0584 to Extend the Term for One Year from 6/30/21 to 6/30/22, Decrease the Number of Individuals Receiving Navigation Services, and Increase Number of Individuals Receiving Safety Net

Services. (Elizabeth Peterson, Children and Youth Program Manager, empeterson@santafenm.gov, 470-3186)
COMMITTEE REVIEW:
Finance Committee: 04/5/21
Quality of Life: 04/7/21
Governing Body: 04/14/21

p. Request Approval of Amendment No. 1 to Food Depot Contract #19-0586 to Extend the Term from 6/30/21 to 6/30/22 and Decrease the Number of Individuals Receiving Navigation and Increase Number of Individuals Receiving Safety Net Services. (Elizabeth Peterson, Children and Youth Program Manager, empeterson@santafenm.gov, 470-3186)
COMMITTEE REVIEW:
Finance Committee: 04/5/21
Quality of Life: 04/7/21
Governing Body: 04/14/21

11. DISCUSSION/ACTION ITEMS

a. Request for the Approval of the National Cooperative Purchasing Alliance Also Known as NCPA Cooperative Master Agreement which would Allow the City to Utilize Contracts Procured through NCPA as an Additional Procurement Method Citywide. (Yodel Catanach, Contracts Supervisor, yocatanach@santafenm.gov, 955-6435)
COMMITTEE REVIEW:
Finance Committee: 04/05/21
Governing Body: 04/14/21

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

MOTION: Councilor Romero-Wirth moved, seconded by Councilor Lindell, to approve the Cooperative Master Agreement as presented.

Discussion on the Motion:

Ms. Catanach presented this item which was another cooperative agreement for approval. There are a few the City has approved, and she listed them. This NCPA agreement allows the City to use a procurement method with over 300 contracts and advertise on USA Today. There are a number of entities who use it now. She hoped the City will approve is so our City Departments can look at coop agreements to reduce the time for RFPs.

Councilor Rivera asked if NCPA does the RFP for her and reduces Staff time.

Ms. Catanach agreed. And it is issued nationwide and sometimes internationally. It gets Santa Fe more access to what is out there when we specialize. If you go through the list, you will see many companies we already use and can verify if their price is better than the statewide purchasing agreements.

Councilor Rivera understood they do a bid process with the whole nation and typically have the best prices available when New Mexico only attracts a small number of bidders.

Ms. Catanach agreed and said sometimes it is really good pricing. It depends on the item and the response. This just gives departments more avenues to utilize. It also helps Staff know what other prices were available.

Councilor Rivera asked if we wanted something from Company X and if NCPA has already made an agreement with Company X, we would not be able to ask for a better price.

Ms. Catanach said we can always ask for the best and final offer.

Councilor Rivera asked if there is a cost associated if we use one of their vendors.

Ms. Catanach said no. It just needs proper authorization internally.

Councilor Vigil Coppler wondered if it is possible for local companies to get on their list.

Ms. Catanach agreed. And they could see the RFP that is out there. They should definitely look at theirs and the other cooperative agreements we have. She encourages local companies to do that. They get their name out there better.

Councilor Vigil Coppler wondered how local companies could find out about it.

Ms. Catanach said she always suggests to our local companies to see how they could respond to one of NCPA's RFPs. The more they are able to respond, the more they have the chance for people to consider them.

Councilor Vigil Coppler thought maybe that will help us keep our business here in Santa Fe.

Ms. Catanach will share that with her supervisor.

Councilor Abeyta thought this is actually good for the local businesses so when they learn about it and people from other places can contact them. So it is more than one benefit. It is a good thing, and they would be wise to participate to attract more businesses to use Santa Fe businesses.

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

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

Against: None.

b. Request for Approval of Amendment No. 1 for Contract 20-0231 to Amend the Joint Funding Agreement (JFA) 20RBC0LL0000002 with the US Geological Survey (USGS), United States Department of Interior (DOI) Commencement/Expiration Dates to be March 1, 2021 to June 30, 2021. (Alan Hook, Water Resources Coordinator Assistant, aghook@santafenm.gov, 955-4205)
COMMITTEE REVIEW:
Governing Body: 04/14/21

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

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

Discussion on the Motion:

Mr. Hook presented this request to the Governing Body and public. This is an existing IGA for pre-fire mitigation and protection of our watershed. COVID hit us and protocols changed. October 1 is the beginning of new federal year, so he wanted to change the dates with an amended agreement which just changes the expiration date on the first page. He stood for questions.

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

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

Against: None.

c. Request for Approval of Request to Publish Notice of Public Hearing on May 12, 2021 to Solicit Public Comment on the 2021 – 2022 Annual Action Plan to be Submitted to HUD. (Alexandra Ladd, Director, Office of Affordable Housing, agladd@santafenm.gov, 505-303-9868)
COMMITTEE REVIEW:
Governing Body: 04/14/21

Ms. Bustos-Mihelcic read the caption for this item. Director Ladd is present.

Councilor Villarreal/Councilor Garcia to approve.

MOTION: Councilor Villarreal moved, seconded by Councilor Garcia, to approve publication of the Public Hearing as presented.

Director Ladd presented this request. The annual action plan is what is submitted to HUD 45 days before the program year starts to describe how HUD funds will be used this year, and that means the CDBG grant. We have a survey on the website and plan available for public review. No paper copies will be distributed but we will work with anyone who must have a paper copy. The review period lasts until May 12.

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

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

Against: None.

Amendment to the Agenda

Mayor Webber noted it is 5:48 and the Midtown often takes a lot of time. And wondered if we should go to the evening agenda now and come back to the afternoon items.

MOTION: **Councilor Vigil Coppler moved, seconded by Councilor Lindell, to approve an amendment to the agenda to put Item 12 to the end of the evening agenda.**

Councilor Vigil Coppler asked if Midtown would be heard at the very end of the agenda. She pointed out that many people present were interested in that matter, as well.

Mayor Webber noted the Midtown report is informational only. He leaned toward putting informational items at the end.

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

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

Against: None.

12. **MIDTOWN OVERVIEW** (This item was considered later, at the agenda end.)

a. Economic Development Department Overview of the Midtown Bi-Weekly Development Update Report. Presentation Topic: Land Use Planning. (Elias Isaacson, Director, Planning and Land Use esisaacson@santafenm.gov: Stefan Pellegrini, RA, AICP, Principal, Opticos Design, Inc.**;** Daniel Hernandez, Project Director at Proyecto LLC; and Rich Brown, Director, Community & Economic Development Department, rdbrown@santafenm.gov); **INFORMATION ONLY**

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

13. **MATTERS FROM THE CITY MANAGER**

Manager LaPan Hill gave a couple of shout outs to Staff. Particularly to the IPRA team. We have had a huge number of requests and that takes much work by the Team to respond.

She also thanked the Finance Team for their work on the budget hearings. The material and amount of work they must do on every dollar of the budget over the winter to the final details and calculations and then the presentations for the

public, takes a great amount of work. She acknowledged the whole team for their effort. Much appreciated.

14. MATTERS FROM THE CITY ATTORNEY

Ms. McSherry said at the next Governing Body meeting she will give an update on litigated cases. She appreciated the shout out for the IPRA team. They have innovated a way to get all documents out to requestors.

15. MATTERS FROM THE CITY CLERK

Ms. Bustos-Mihelcic thanked the Governing Body for the shout out for constituent services.

16. COMMUNICATIONS FROM THE GOVERNING BODY

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

Councilor Vigil Coppler announced that Friday is free trash day. She reminded everyone that Great American Cleanup Day is open for registration now. She asked Manager LaPan Hill to put her report on her things to do.

Councilor Rivera had no birthdays until the next meeting.

Councilor Villarreal was reminded that Santa Fe Beautiful is piggy-backing on Councilor Vigil Coppler's free trash pickup for materials is tomorrow from 10 – 2. And if anyone doesn't have a team, they can volunteer for another team. Also, this Saturday is the Community Art Project having artists and emerging artists who cannot afford supplies. They will be at Vital Spaces on the Midtown campus on Saturday with a popup art show and a DJ from 11-3 pm.

Councilor Cassutt-Sanchez thanked Staff who have been busy during the last couple of weeks with budget and all the work of our Staff who are working very hard behind the scenes and thank you to Land Use Team. She recognized all the hard work of Finance Staff. Thanks to all of them.

Councilor Romero-Wirth had nothing to add.

Councilor Garcia introduced with Councilor Lindell an ordinance on the Independent Salary Community to assign the authority to appoint members to the Ethics and Campaign Review Board and to reassign the authority to appoint the Commission's Chairperson to the Committee's members; and to amending 6-

16.2 to assign the duties of the Independent Salary Commission members to the Ethics and Campaign Review Board's powers and duties.

He also announced for District Two residents that next Saturday, he will have a Town Hall and asked those who were interest to contact him at mjgarcia@santafenm.gov for all information needed to participate.

He mentioned that he usually gets emails for all that is bad, but he got a nice one about a trash truck driver who does daily routes. Henry is 8 months old whose favorite time is when the truck comes by and learned the universal sign for honk the horn. Henry lives only about two weeks from his own house to Henry's house and promised he will go out next time to give the driver the sign. He gave a shout out to this waste truck driver for making Henry's day.

Councilor Rivera introduced a Resolution requesting amendment #1 to the Municipal Arterial Program Cooperative Grant from NMDOT granting a time extension for design and construction of Agua Frida Street South Meadows intersection improvements.

Councilor Cassutt-Sanchez introduced a Resolution modifying the frequency with which the City Manager provides written reports and updates at every other regular Governing Body meeting with information regarding the COVID-19 response with Police Department, Fire Department and Office of Emergency Management.

Councilor Lindell commented on how beautiful it is driving around town seeing all the trees in bloom. She is diligently looking at her peach tree – May 15 is our last freeze date. So don't get overanxious but cover them when the temperature goes below 25 degrees. It is gorgeous.

Councilor Abeyta signed on as a co-sponsor on Councilor Rivera's introduction.
He gave a shout out to Anna Hansen on the PSA for the Great American Cleanup Day.
He noted that SFPS Board is in final interviews for Superintendent. They asked for feedback and he sent one in. He encouraged Governing Body and public to give input to the School Board about the new superintendent.
As Executive Director of the Boys and Girls' Club, he announced the Youth of the Year Award that his Club won at State and Matthew Chavez will represent the Santa Fe Boys' and Girls' Club regionally. He will receive a $6,000 college scholarship and will represent New Mexico at the regionals.

Mayor Webber agreed he is an outstanding young man.

Mayor Webber introduced a Resolution to join the Mayor's Monarch Club to save the Monarch Butterfly and its habitat, cosponsored with Councilor Lindell and

Councilor Romero-Wirth. It is a serious endeavor just as bees and trees are a monumental problem. Follow their migration patterns that have been interrupted.

He also commented that we cannot let our guard down on COVID. With the Variant from India, Michigan is spiking as is California. We have done enormous amounts of work to be vigilant, but still need to be on our guard. Get vaccinated and wear a mask for a good example to guests coming to town. We want to be safe for the fun out outdoors.

Mayor Webber. as a baseball fan, noted the baseball season is upon us. He talked with the Fuego Manager and found out they need help with sponsorships. They are looking for places to stay for visiting players (who come 25 at a time). Our players don't get paid big bucks so please support Fuego and baseball and welcome them back.

Finally he gave a challenge on the Great American Cleanup. He and Councilor Abeyta will be on Airport Road and challenge other colleagues to out pickup them.

EVENING SESSION – 6:11 P.M.

17. **ROLL CALL**

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

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

18. **PETITIONS FROM THE FLOOR**

Stefanie Beninato thanked the Governing Body for hearing her. She thanked Councilor Romero-Wirth for voting on her constitutional duties on the Zia Station project to follow the law. She pointed out the City did not require the Applicant to show financials, since that was the reasoning behind making all those changes. They said they "feel", and feel is not fact-based. It is not objective.

She mentioned a person on the Plaza who comes every day without a mask and amplifies his music. If amplifying his music, he could certainly wear a mask. She said the annual rec center pass should apply to all three rec centers – Salvador Perez, Fort Marcy and GCCC.

There were no other petitions from the floor.

19. **APPOINTMENTS**

There were no appointments at this meeting.

20. **PUBLIC HEARINGS**

a. **Appeal #2021-3256-APPL of Case #2020-3006-HDRB.** Appeal by Laura Chock of the Historic District Review Board's Denial of a Request to Replace a Pedestrian Front Gate at 542 Camino del Monte Sol, in the Downtown and Eastside Historic District. (Sally A. Paez, Assistant City Attorney, sapaez@santafenm.gov, 955-6501)
COMMITTEE REVIEW:
Governing Body: 04/14/21

Ms. Bustos-Mihelcic read the caption for this item, which was an Appeal of the HDRB denial of a pedestrian front gate at 542 Camino del Monte Sol. Ms. Paez was present and also Director Elias Isaacson.

Mayor Webber went through the process of Disclosures, Staff Report, Appellant's opening sworn statement, Governing Body questions of Staff and the Appellant, Public sworn testimony, Responses to testimony and Applicant's closing statement. Then a motion, second, discussion and vote.

DISCLOSURES

Councilor Vigil Coppler disclosed that on page 9 of the appellant document, as former Clerk of the Court, her name was on the endorsement at the top right corner, but she said that would not affect her ability to remain unbiased.

There were no other disclosures.

STAFF REPORT

Ms. Paez presented the Staff Report for this quasi-judicial hearing. The goal is to apply law to the case in this hearing and to decide whether to affirm the Board's decision or not. It is considered as de novo, so it is as an original decision in applying the Code to the facts in evidence.

She shared her screen and oriented the applicant's location on a map in the Downtown and Eastside Historic District. It has a Contributing structure with a yard wall. The gate is not historic so not part of the contributing wall structure. The Applicant proposes replacement of the gate with a new gate and with an arch overhead. They are proposing to add the arch over the top with a wooden header. The dotted line shows existing height of the wall.

The Historic Board denied the application to change the yard wall for three reasons as shown in the Findings of Facts and Conclusions of Law:
1 - that it would alter the architecture features and spaces that embody the status of the contributing wall structure.
2 – that it would render the wall other low street walls located along Camino Del Monte Sol streetscape, and
3 - that the proposal would block the view of the chimney, which has an important sculpture on it.

She went through each reason, showing the code citations on her screen that described a contributing status. The Board relied on 14-5.2(D)(1)(a) in the City Code. It boiled down to the difference between a contributing structure and a significant structure. She said the Board was focused on the prohibition of removing historic material in a contributing structure. They viewed it as an alteration of the architectural features that embody the contributing status of the yard wall.

HCPI (Historical Cultural Properties Inventory) was done by a historic structure and is in the packet. She reviewed the description of the wall from the HCPI.

The first major Issue was: Would the project cause the yard wall to lose its contributing status or alter architectural features and spaces that embody the status of the contributing wall structure?

Reason 2 was the wall's harmony with the streetscape - She quoted the definition of streetscape and the issue is if it is out of harmony. She showed pictures of the streetscape on Camino Del Monte Sol and indicated the extent of the applicable streetscape went 600' each way on the street. On her screen, she showed views up and down that extent of streetscape.

Reason 3 was to preserve the view of the contributing chimney as a significant structure (which she briefly described). She shared a picture of

the sculpture's character. This was associated with William Shuster who designed the first Zozobra and designed this house.

She reviewed other similar cases that went to District Court and mentioned that one was a 3-story 43' high building adjacent to Loretto Chapel on the premise that it would impair the view of the Loretto Chapel from Old Santa Fe Trail. The Governing Body upheld the Board's decision, but the District Court overturned it on the basis that there was nothing in the Code giving the Governing Body authority overview corridors. And that nothing in the record showed that the status of the Loretto Chapel would be altered.

The appeal on Palacio Azul was denied by the Governing Board. In it, the Governing Body reversed the Historic Board's decision because the City Code did not authorize the Governing Body to preserve the view corridors and no evidence to support it affecting the historic status of the Ashley Pond House.

Reason 3 – was also decided because the Governing Body lacked authority to preserve a view corridor.

She explained how the Governing Board should consider upholding or denying the appeal for any of the three reasons or any other reason from the Code. She requested if denied the Board's decision, to carefully detail the reasons why.

She noted that Nicole Ramirez Thomas, Director Eli Isaacson were staff members present and Frank Herdman, who is representing the Appellant.

Mr. Herdman introduced himself and said he represented the owner who proposed a new arch gate with wooden doors. He apologized that portions of his statement were redundant.

He showed the existing condition with a slatted nonhistoric gate. Next, he showed the proposed design with an arched gateway stuccoed to match the existing wall with a height at 8' 4" and include a wooden lintel.

The doors to be used were 100 years old from Mexico. The Appellant wants to replace the gate because of its poor condition. The taller doors can be locked. The house includes a sculpture at the base of the chimney and the identity of the sculptor is unknow whether Will Shuster or someone else. The proposal does not require any exception or variance. The HPD Staff gets to decide if that is required and if so, the Applicant would be required to justify an exception. Staff said no exception was needed because the historic wall remains intact (not altered_. So if the Board says it does need an exception, it will lose its contributing status. But in this case, the HDRB did not rule that an exception would be required. The Staff

rules that the proposed gate meets the requirements of regulations in this historic district in which it is located.

Mr. Herdman said the HDRB disagreed with Staff and denied it on the grounds that Ms. Paez mentioned. He wanted to address those.

First, that it affects the view. The Board held the new front gate would be in front of the chimney which is significant. They affirmed it was the sole reason for denial. They said the proposed gate was lovely and in an approved style but that it would block the view of the chimney.

Ms. Paez had reported that the Board could not deny it because it blocked view of a significant structure. In the case of the Ashley Pond House, the Governing Body reversed the denial and the District Court said, “Neither the Board nor the Governing Body has the authority under the Santa Fe City Code, as adopted, to preserve historic view corridors.” After the Teme case was decided, the HDRB, in a different case, denied approval or proposed modifications to a residential structure located on East Alameda because the project would block the view of the historically Ashley Pond House that was designed by John Gaw Meem. And in that case, the Appellant appealed to the Governing Body and the Governing Body reversed. At that hearing, the Assistant City Attorney, handling the case, stated unambiguously for the Governing Body, “There is no express language in the Historic Code that give the Board the guarantee a citizen has the right to view certain properties.” The Governing Body, he thought, with that advice, reversed the Board denial on the grounds that the City cannot deny a project because it blocks a view of another structure, including a significant structure either on the property or not. There is nothing in the Code to support that decision of the Board. So, the bottom line – it is unlawful. So it is a reversible error and should be reversed.

Reason 2 was broken into two parts. Part A was that it would alter the architectural features and spaces, but the only space in the existing wall is where the gate is, and that space will be preserved so it is unclear what the Board meant. The alteration of features and spaces might lose the wall’s status, but the existing wall will remain 100% intact. Staff said no exception is required. The application met the compatibility standards of the Code with no exception. This is a very important point - No loss of contributing status.

Second part was that the new gate is “incompatible with other low street walls.” They contradict the quintessential character along Camino Monte Del Sol under a Staff Report, provided in the packet, which includes a description of the street. And quoted “Along several stretches, there is strong comparability of form in the high walls that pave the edge, creating a single, undulating pane. Buildings behind are partially visible or blocked

from view." The report also states, describing the streetscape, the walls are, "Strongly dominant, are high sculptural walls with wooden gates, briefly paneled, or heavily tarred." He said that is precisely what the Applicant proposes in this case.

He shared the streetscape with photos of the subject street at Acequia Madre to Camino Santander. The camera was mounted on a vehicle much higher than the driver would be. High undulating walls on the street was what it showed. He showed a similar pedestrian gates at various locations on Camino del Monte Sol. He showed a total of 16 similar arched gates – one every 60-70 feet. And the gate at the Applicant's property is out of harmony with the rest. So the proposed gate will make it compatible with the streetscape.

Mr. Herdman went back to Code (p 9 of packet). The height of the proposed gate cannot be a reason for denial. The design standards for Old Santa Fe Style includes nonfunctional gateways over openings. That is precisely what the Applicant is proposing in this case.

The standards used are found in Chapter 14-5.2, which he read. Here the design is unquestionably consistent with the streetscape, so it meets the design standards. No one said an exception would be required.

"So we ask for the decision of the Board to be reversed and the application approved."

QUESTIONS OF STAFF

Mr. Herdman had no questions of Staff.

PUBLIC COMMENTS

Stefanie Beninato, P. O. 1601, was sworn and gave her testimony. She said the drawing in Exhibit C was not accurate. She pointed out lines that were not visible. And said the archway is twelve feet high.

She said the project will change the appearance of that wall. At the time the Code was done, in the public testimony at that time, people came to look at this fireplace that was said to be by Will Shuster. The decision whether an exception was needed was up to the HDRB to determine. The Applicant relied heavily on and if you look at the photo she had submitted, there is a wire fence behind the wall that has vegetation and raised the wall to at least six feet. And the only real opening there is the gate. She was quite willing to have a six-foot high iron gate there that one could see through. The other arched gate in the photo was much more modest and

could be replicated, therefore allowing the security, even though she has a dog to be protected, instead of walling off.

She saw many low walls on Camino del Monte Sol and hoped the Governing Body would be less biased, more open, and give the Board its due and grant the denial of the Board. She read from the preamble of the Historic Code about harmonious outward appearance. She also noted the fireplace is locally known to be by Will Shuster.

There were no other public comments.

GOVERNING BODY QUESTIONS TO STAFF

Councilor Romero-Wirth addressed Ms. Paez about her decision tree, included Exhibit I or 1 in the packet, and asked her to walk the Governing Body through that.

Ms. Paez showed it on her screen and noted it had steps.

Councilor Romero-Wirth understood only one reason was needed to deny it.

Ms. Paez agreed. One defensible reason is a good reason. They could be done in any order. She had three steps in the decision tree. Streetscape harmony would be a reason or blocking the chimney. She thought that could be distinguished in this case with legal provisions. Any one of the three would be adequate to affirm the Board.

Councilor Romero-Wirth thought the Governing Body could affirm the Board without getting into any of the cases in the court.

Ms. Paez agreed.

Councilor Romero-Wirth noted in the public comment, we heard we were shown a streetscape that extended further than is in the definition in the Code.

Ms. Paez said the City uses 600 feet in either direction, or perhaps Ms. Ramirez Thomas might be a better person to respond.

Councilor Romero-Wirth asked if there were any such gates to the east.

Ms. Paez said the east is characterized more with open space.

Councilor Romero-Wirth thought Ms. Paez's pictures were the only ones that showed the low fence to the east. The other pictures were more to the west.

Ms. Paez said Councilors could request more pictures.

Councilor Romero-Wirth thought the Governing Body got really good looks at only one side of the street. Also, Ms. Paez said we should consider this de novo. The reason the Board decided was that they could not see the chimney, but we make our own decision on any of the three reasons.

Ms. Paez said yes, and you can reference the Code fresh.

Councilor Garcia said this goes down the path he wanted to explore - the streetscape. If we only consider Ms. Paez's pictures, how counted three that looked to be in compliance with what is proposed. The next door neighbor has a coyote fence and asked to see that again. The streetscape tour she gave was kind of jumpy. Google is more continuous. The earlier pictures on slide 11, appears that the height of that coyote fence is not exceeding height restrictions. He saw another two arches in that streetscape, so it is consistent. How many houses are in that streetscape? The big primary challenge is also the chimney. He wondered if a Google view was shown, if we would still see the chimney. Would the right side still provide that view of the chimney? It appears that it would.

He added that the designer of the chimney was not confirmed. It could be community legend that Will constructed it. The owner testified she had done research and it was unconfirmed who constructed that sculpture.

Ms. Ramirez Thomas said it is attributed to Shuster because it was his house, and it is also consistent with elements he used on other fireplaces. There are good literary references indicating it was a Will Shuster handmade sculpture.

Councilor Garcia asked if we can confirm that Will Shuster built this house.

Ms. Ramirez Thomas agreed. He built three houses on Camino Del Monte Sol, and this was the first of them.

Councilor Garcia said this is challenging. Are we able to have the view of the chimney or would it be obstructed with the new wall?

Ms. Paez said this photo was from a camera on top of a car, so it is higher than walking. We could look with Google if you would like.

Councilor Garcia said he would like to see it at end of the presentation just to see what it is like. Google might give us a better view.

Director Isaacson had it pulled up and shared his screen.

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Ms. Ramirez Thomas differentiated an arched gateway as part of the house structure. And one other was part of a structure and described them going down the street. She noted the next door neighbor has an arched gateway.

Ms. Ramirez Thomas thought the Board was not opposed to that character. Monte Del Sol was unique. Los Cincos Pintores helped develop this area. The 20th Century Artist Group wanted to take art to the people and many offered art on the streetscape, although not well articulated.

Ms. McSherry said it is great to get factual information and the statements by Ms. Ramirez Thomas need to be sworn statements.

Ms. Ramirez Thomas was sworn for her testimony on Will Shuster.

Councilor Garcia asked if the height of the wall now on the right side would not be raised at all.

Ms. Ramirez Thomas said there was just a small slope for the little arch and after the meeting, we met with the Applicant to move it to the left a little.

Councilor Garcia thought that would open it to view even more. He didn't see a challenge there and had no further questions now.

Councilor Lindell said Mr. Herdman had stated the main reason for denial was the chimney visibility and she asked if that visibility was confirmed.

Ms. Paez said it might not be the entire residence that was visible. But several reasons coalesced in their decision. They felt it was a significant alteration and no longer a contributing historic structure. They had recently decided it was contributing and should be protected. The desire to maintain the low wall was certainly an important concern as was the view of the chimney. All three concerns were raised at the meeting.

Councilor Lindell referred to the little tour from Ms. Ramirez Thomas provided and asked what 600 feet would fit into the decision.

Ms. Ramirez Thomas explained how the streetscape is defined in 14-5.2 of the code. She shared the section on her screen on how it is to be measured. It is straight so it is 600' in both directions.

Councilor Lindell saw that the streetscape in this section and area is not what she saw in the Appellants exhibit 3 which was gate upon gate and not what she was seeing in the streetscape Staff showed. She also heard the art to the people, the walls kept everything from the people. Tall walls were keeping the public from even viewing houses and is far from bringing art to the people. Typically with these appeals, she reminded herself that people who serve on the HDRB have given hundreds if not thousands of hours of volunteer time. She would have to see over the top reasons to overturn their decision. She asked how long the Applicant has lived here.

Mr. Herdman did not have the answer.

Ms. Laura Chock, the homeowner, was sworn and said she has owned this house since September 15 but was originally from Santa Fe.

Councilor Vigil Coppler asked Ms. Paez about the Will Shuster not being on the record and heard Ms. Ramirez Thomas say it was.

Ms. Paez said all she had to go on and she was not an expert, were the documents presented at the HDRB meeting. Ms. Ramirez Thomas may have more knowledge on it.

Councilor Vigil Coppler thought it was legend.

Ms. Ramirez Thomas said there was documentation not included in the Staff Report. One was HCPI form that the City has on file and another source is the Camino Del Monte Sol survey in 1984. There is also a book on Will Shuster by Turner, and all made reference to this property and having been at Shuster houses, that is typical of this sculpture. And paintings that look remarkably similar to how this sculpture undulates at the fireplace.

Councilor Vigil Coppler asked why that wasn't introduced.

Ms. Ramirez Thomas clarified she didn't have them until today and the focus was on the wall and garage and the HCPI was created on whether those two structures contributed to the District. Only the main house had previously been considered as Contributing.

Councilor Vigil Coppler asked if that document could be considered in this hearing.

Ms. Paez said that could be determined by the City Attorney and Ms. Ramirez Thomas is an expert witness so you could consider it. We do not

strictly consider the rules of evidence and we can evaluate the evidence as you will.

Councilor Vigil Coppler reasoned that apparently there are things on paper readily available. Wouldn't the information Ms. Ramirez Thomas had need to be given to Mr. Herdman?

Ms. Paez said at this hearing, the City was a little looser on the requirement. We would also allow homeowners to give testimony in the same manner. She could respond to the testimony but there was no requirement for all of it to be introduced.

Councilor Vigil Coppler asked Mr. Herdman to respond on the chimney.

Mr. Herdman the record is clear that there is nothing clear that attributes that chimney to Mr. Shuster or anyone else. There were comments in passing at the HDRB hearing. The most reliable sources are HCPI, and he looked at it. It does not attribute the chimney to Mr. Shuster. But it is not relevant. And the law is clear that you cannot use that as a reason for denial. If it blocks the view of anything, it is unlawful for the City to deny the project because it blocks the view of another structure.

Ms. Ramirez Thomas read from the document and said it was not part of Staff report but is available in the survey from 1984 that does attribute that chimney to Mr. Shuster. She offered to read it, but it was on page 31.

Ms. Chock said the prior owners told her the sculpture was a structure done by Applegate and Shuster was never mentioned.

Councilor Vigil Coppler believed we don't have to rely on the district court case.

Ms. Paez explained that was one of several reasons for the Board to deny the approval of this proposal. And if the Governing Body finds another reason was such that it would change the contributing structure, that would be an independent reason to affirm the Historic Board. If the Governing Body doesn't want to distinguish it from that case, it also would be appropriate.

Councilor Vigil Coppler had read that case and believed we don't have a legal basis of blocking a chimney and ruling it out also because one can see the right side of the chimney anyway. She didn't hear if a specific view has to be considered as blocking. It appeared to her that it can be viewed on the right side - with that and with the District court case, that reason becomes moot.

Clearly the coyote fence is that height and gate design noted by HPD. So the proposal doesn't seem much different than what is there now.

She added that she could appreciate the work of HDRB, and their decision was not unanimous anyway.

Councilor Villarreal thanked Staff for the detailed information. It is very thorough. Even from photos, the existing vegetation also blocks the view. She kept thinking, what if the owner wanted to plant a rose bush that kept growing? It too, would block the bottom of the chimney. What an owner might want to do could also block the view. So that reason didn't' sit well with her/ We should not deny it based on a blocked view of another structure. She appreciated the time the HDRB members spend on these cases. There is a lot of detail to consider. But she agreed with Mr. Guida's perspective, I agreed with how things have been done historically to make a gate more visually appealing. So given the decision tree, she didn't agree with any of those. That holds weight that she would want to agree with their denial.

Councilor Villarreal asked if vegetation would be allowed and would block the view.

Ms. Paez said vegetation is not regulated by the Code so it would be fine. We tend to make a determination between things that are temporary, or things not affected by the Code. Demolishing part of the wall would be regulated. So it depends how visibility is considered. Vegetation is considered a temporary blocking.

Ms. Ramirez Thomas agreed.

Councilor Cassutt-Sanchez said it was not a valid argument we could consider. In the PrimeGov packet is the discussion about the wall contributing status but she was hoping to get more information either from Ms. Paez or Mr. Herdman.

Mr. Herdman emphasized that the HDRB found there would be no loss of contributing status of the wall. He read the statement the Board made, and they made no statement that the wall would lose contributing status.

Ms. Paez again shared the Findings of Fact and Conclusions of Law. She reiterated that the house had been designated Significant and that came in January when the Board also made the wall contributing. We have the entire record of that case. And the HCPI was presented with a lot of the same information. They found the wall met the definition of contributing structure (Finding 10) and the house and garage also met the definition. The Board really appreciated the character of the wall – simple in form and

harkened back to a time when walls were low. Not everyone was on the Board for consideration of that previous case.

Councilor Cassutt-Sanchez had no other questions.

Councilor Rivera- asked how we know the age is not over 50 years old.

Mr. Herdman said the materials in the historic reviews that were presented by Staff indicated that. We could defer to that determination.

Ms. Paez added that information came from the HCPI included in the Staff report. A new HCPI was created for the wall. Ms. Ramirez Thomas might have more information.

Ms. Ramirez Thomas agreed. A new HCPI was created, and from those details, the history of the wall and the garage talked about historic materials and historic integrity. Its construction is of milled lumber, for instance. What is unique to these houses on Camino del Monte Sol is that all used roughhewn lumber instead of milled lumber and is distinctly nonhistoric for those reasons.

Councilor Rivera asked if the wall was considered the primary façade.

Ms. Paez said we normally don't consider the wall as having a primary façade.

The Board did not rely on any specific considerations for the wall. A primary façade cannot be changed without an exception and in this case none of those provisions were applied to the wall.

Mayor Webber asked of Ms. Paez about the first criterion, last sentence, that says removal of historic material shall be prohibited that embody the status. He asked what embodies the status.

Ms. Paez thought for a structure that is Significant, the Board looks primarily at architectural features and how they contribute to the District. So she provided the bullets of the HCPI form that the Board thought were necessary to preserve the status. What we have in the record is the description of the HCPI. The wall is a simple structure not six to seven feet high. It is adobe stuccoed. It has all features put together that related to its environment. Those were the things taken into account. Those are the things to look at that contribute to the District. The architectural features are pretty simple and an esoteric feature.

Mayor Webber asked for Mr. Herdman's interpretation of that clause.

Mr. Herdman said, in his 30 years of doing this, that his understanding of how HDRB and Staff approach that portion was if an Applicant wants to alter a contributing structure, Staff can decide if an exception is required and if the proposal would run afoul of that criterion, and in this case, Staff said no exception was required. So this application did not implicate that provision. The Applicant was not told she needed to apply for an exception so the understanding on how it has been applied would be patently unfair to then rely on this provision purportedly without finding a loss of contributing status. That troubled Mr. Herdman and his client – like a bait and switch – gotcha.

Ms. Ramirez Thomas said Staff did not make a mistake on that decision that no exception was required. The streetscape is inherent in this provision – All districts embody distinct characteristics and on Camino del Monte Sol, even more so.

Mayor Webber was interested in the streetscape question. The Governing Body had different views of the roadway – different sides of street and what the language talks about as the visual character of the street. He asked Ms. Paez if there would be 100% uniformity on the street or similar and if a higher wall would be dismissed with a preponderance of lower walls. What do we do with the character?

Ms. Paez replied that it is a bit of a math problem with the mixture of all these things going on and you highlighted some of them. The survey is an interesting document. She read a statement from the report that used the word, “humble elegance and simplicity of scale.”

The project should harmonize with the streetscape and since it is a historic wall – over 50 years old – we want to carry it forward in its present state. With a contributing structure, it doesn’t necessarily have to blend.

Councilor Garcia asked Staff to clarify – There was a suggestion for the Applicant to move the opening of the archway and asked if that was correct.

Ms. Ramirez Thomas agreed.

Councilor Garcia asked to pull up slide 10 again. That total contradicts the justification for denying the request.

Ms. Ramirez Thomas said the view shed has gone on and in considering streetscape, Staff looked at the wall and this does not constitute removal of historic materials.

Councilor Garcia understood, in the presentation, the reason for denial was alteration of historic features. He did not see any ground for denying the appeal. The Governing Body doesn't have authority to preserve historic view, based on previous cases. So he saw no reason for denying the appeal.

Councilor Romero-Wirth noted the passage Ms. Paez read about describing the whole of Camino del Monte Sol, but we are focused on 600 feet in either direction.

Ms. Paez agreed. That was the definition of streetscape.

Councilor Romero-Wirth recalled that section talked about spaces. She thought of it as literal spaces – open air. Is that one way to think about it?

Ms. Paez said yes.

Councilor Romero-Wirth said we could think of it in many different ways.

There were no other questions.

CLOSING STATEMENTS

Ms. Paez had just one final statement on Staff recommendation. We made the recommendation to HDRB who is the final decision on the code. But it is up to Staff if an exception is required. And we would have included that request in the agenda. It sets a course for the case, but those are just recommendations. The Governing Body is the decision-making body. Everything else has been addressed.

Mr. Herdman was offered a closing statement for five minutes.

Mr. Herdman shared his screen and said, "There has been a lot of discussion on possible impacts on the wall." In the streetscape view, he emphasized that the yard wall is 75 feet long and arbor structures already at the gateways and can be on the overall wall. He showed a different screen of the design- it only shows a small portion of the wall, but it is really 75 feet long. And this small portion with the opening – the opening is unchanged and how this can possibly affect the status of the wall is unfounded. The gate replacement would not, and Staff found no loss of contributing status with the new gate.

For the information of the streetscape, he measured 600' to both sides – going one way to the intersection at Caminito is 594 feet and the other way to Camino Santander is 613 feet. He counted 13 such gates over the 1200 feet. It is a wall dominated environment.

Mr. Herdman swore in himself as he spoke. He showed the intersection at 543' from the subject property that section had a predominantly high wall environment with 123 pedestrian gates similar to the proposed gate. He started a video from Caminito to Santander. For the 1200 feet. a total of 13 similar pedestrian gates were shown. It is a tall wall dominated environment. Low walls are clearly the exception. So he submitted this is completely consistent with the streetscape high walls, at pavement edge and buildings behind the walls are blocked total or partially from view. By adding the arched gate being considered contrary to the streetscape is not the case.

The sculpture is still visible. So the idea an arched gate here would controvert Shuster's art for all is unfounded and the City is prohibited from denying on that blocking of another structure. Nothing in Code allows HDRB or Governing Body to deny on the basis of something on the property.

The applicant's motive is additional security of her home. Others on the street have the ability to lock their property. Fundamentally, it comports with streetscape and the Code. For those reasons, he asked the Governing Body to reverse the decision of the HDRB.

ACTION OF THE GOVERNING BODY

Mayor Webber said the public hearing was closed and he entertained a motion for discussion.

MOTION: **Councilor Romero-Wirth moved, seconded by Councilor Lindell, to deny the appeal and confirm the decision of the Historic Districts Review Board for two reasons: because the proposal would alter the architectural features and spaces that embody the yard wall structure, and the proposal would render the wall incompatible with the other low street walls located along the Camino del Monte Sol streetscape.**

Discussion on the Motion:

Councilor Garcia asked Councilor Romero-Wirth to provide justification in the evidence that supports her motion. He found it completely opposite, especially after reviewing the six hundred feet in both directions, that it does not alter the landscape. The walls on both sides of the street tend to be higher walls and he found all facts in evidence to be completely the opposite of what the motion maker presented. So he would request that evidence.

Councilor Romero-Wirth said her motion just did provide justification.

Councilor Garcia moved to postpone for further justification on the matter for 30 days. However, no second was provided and the motion to postpone failed for lack of second.

Councilor Garcia said, given the lack of evidence, he urged his colleagues to vote no because there is obvious evidence to the contrary. If we deny, it will end up in court, costing us money and the City will lose the case.

Councilor Romero-Wirth said her motion was based on the facts of the case and the law interpreted as we see fit. She saw in 600' either direction, that the streetscape that the wall would be incompatible with the other low walls. We need to look at both sides of the street and the fence on the other side is low. If it was just a small door, the high door would change the streetscape, depending on which way you go. Going north to Canyon Road, she would agree the further down has higher walls. As you move south to Old Santa Fe Trail, there is some openness particularly on that east side of the street that we are looking at. The motion says it would alter the features and spaces that embody the status of the contributing yard wall. To put in that gate, she believed would alter the architectural features of that low wall in a way that would affect the fact that it is a contributing low wall structure.

Councilor Vigil Coppler asked Councilor Romero-Wirth, while Mr. Herdman was under oath, he said it was 600' in both directions and that was what she saw if she was disputing that view. Or are y9ou saying you do not believe… "I don't understand."

Councilor Romero-Wirth said, "I don't think I'm the one on trial here, everybody. You saw what I saw. I'm telling you how I saw it. If you saw it differently, then vote the way you saw it. When I look at low walls that were there, close to that structure, they were low, and the area was low. and the things that were high were actual structure of the houses that were built right up against the thing. So it was a mixed sense. But, if you look at the walls, many of them are low. And it is just a small little segment. I agree. If you go toward Canyon Road their walls are high, and it is a gauntlet."

Councilor Vigil Coppler said, "I do know you are not on trial, but we were presented with two versions of 600'. What I saw… and I know I said earlier are in the eyes of the beholder. But I saw was similar gates, similar sizes, up and down at different heights, and the streetscape looked very similar to me. I know when we were presented in the beginning, the first 600' didn't go 600'. Or maybe it did. So there are two versions of six hundred feet. We didn't see a little scale on the screen of the metrics of six hundred feet.

I know Mr. Herdman was under oath so I trust that he is telling the truth. So I saw something very different. And I am just wondering what Councilor Romero-Wirth saw that I didn't see. I don't think you want to answer that question because, obviously, things are getting a little tense. So, I guess I'll just say I saw a different streetscape of six hundred feet, presented by someone under oath. And that the proposal matches the streetscape. I will say that I haver every right to ask the question. I don't need to be barraged or anything. I am just asking the question. I appreciate what you had to say. I will give you the same respect that you gave me."

Councilor Romero-Wirth said she was sorry to interrupt. She thought Councilor Vigil Coppler was finished. She agreed there are lots of gates with arches but what this one does to the little wall does alter the wall structure. But the streetscape there is low.

Councilor Vigil Coppler said, and the coyote fence next door is high. Does that enter the equation? She had no more questions.

Councilor Garcia thought we must remember how in the past we consistently said we must rely on Staff experts and the decision of Staff was that the arch should be moved and constructed in a different manner and that would alter the streetscape a little. But now we are saying we don't support the Staff decision, which was superseded by the HDRB, and we have to go with that. "I don't believe that. I strongly believe we have to move forward with Staff's recommendation which would allow the Applicant to alter the wall." Their recommendation was to move the arch a little to the left. And to touch on the points that Councilor Vigil Coppler just brought up in regard to the coyote fence, "as I pointed out in my earlier questioning, if you look at that reference, that coyote fence is even a little higher than the existing highest point on the wall. And to say that the walls around the adjoining property are low, that is completely baseless, because even the next door has a wall that is higher than the existing homeowner's wall." Our decision is clear in that sense. We should move forward with Staff's recommendation. The right choice would be to grant the appeal, not deny it. Otherwise, it will end up in court.

Mayor Webber said it is very complex case on a number of dimensions and what we saw.

There was no other discussion.

VOTE: **The motion was approved on the following 5-4 Roll Call vote:**

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

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

Mayor Webber explained his vote was based on a whole set of issues regarding the character of Santa Fe. He respected the arguments on both sides. It is a textured case and not on an absolute and voting on keeping the texture and space not just on that case but for surrounding places. It is a very hard case, and he appreciated the points of view.

Councilor Vigil Coppler asked on procedure if we aren't supposed to ask for explaining our vote prior to voting.

Mayor Webber apologized if he violated process.

Ms. McSherry said she would get back on that point.

b. CONSIDERATION OF RESOLUTION NO. 2021-21. (Councilor Rivera, Councilor Vigil Coppler, and Councilor Romero-Wirth)
A Resolution Proclaiming Severe or Extreme Drought Conditions Exist in the City of Santa Fe; Imposing Fire Restrictions; Restricting the Sale or Use of Fireworks Within the City of Santa Fe and Prohibiting Other Fire Hazard Activities. (Geronimo Griego, Acting Fire Marshal, gggriego@santafenm.gov, 955-3310)
COMMITTEE REVIEW:
Introduced: 03/10/21
Quality of Life Committee: 04/7/21
Governing Body (public hearing): 04/14/21

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

Marshal Griego is here as well as other fire dept members.

Marshal Griego presented. He said Santa Fe is in drought conditions and severe today. So he identified restrictions being imposed currently and stood for questions.

Public comment

Stefanie Beninato was sworn again. She was in support of this and because of the lack of water, was very concerned about fires happening. This resolution should get passed and she hoped there was a way to monitor fireworks all over town without a need for people to keep calling in to complain.

There was no other public testimony.

Questions

Councilor Garcia, on enforcement, noted the resolution says certain types of fireworks would not be allowed and as we get closer to July 4th, lots of places will be selling fireworks. What is the City plan to work with retailers to tell them it is not allowed this year?

Marshal Griego said this resolution would allow us to discuss it with retailers ahead of time and impose those restrictions on sales.

There were no other questions.

Action of the Governing Body

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

Discussion on the Motion:

Councilor Rivera said the Governing Body typically does this when conditions are ripe for forest fire with high winds and dry conditions so we will inform retailers what they could or could not sell. Most sales are from outside City limits. It is difficult to catch people using illegal fireworks but there will be the attempt with teeth. As long as conditions stay the same by State law it must be approved on a monthly basis. If we get much rain, we could let up on the restriction. It depends on the weather. He didn't think a little rain would take us out of the drought. It needs to be long sustained rains to do that. It is important for their water shed.

Mayor Webber offered support to what Councilor Rivera said. If we could have spot inspections but mostly the message to our community that in this very dry period – any fireworks that would endanger our community must be discouraged and people to self-enforce and with neighbors in the heightened fire season.

Mayor Webber explained that anyone can ask to explain their vote and it does not have to be before the vote but must be limited to one minute.

Councilor Romero-Wirth had a point of order. She didn't think you can explain your vote until after the vote is taken. To be clear. You can't explain your vote before all votes are taken.

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

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

Against: None.

Councilor Villarreal asked to be listed as a cosponsor.

12. **MIDTOWN OVERVIEW**

a. Economic Development Department Overview of the Midtown Bi-Weekly Development Update Report. Presentation Topic: Land Use Planning. (Elias Isaacson, Director, Planning and Land Use esisaacson@santafenm.gov: Stefan Pellegrini, RA, AICP, Principal, Opticos Design, Inc.**;** Daniel Hernandez, Project Director at Proyecto LLC; and Rich Brown, Director, Community & Economic Development Department, rdbrown@santafenm.gov); **INFORMATION ONLY**

Ms. Bustos-Mihelcic did not read the caption for this matter.

Director Brown reported on the Midtown planning procedure as defined in the plan guidelines.

Councilor Vigil Coppler noted there were no attachments for this agenda item and asked if there was something Councilors could get. She found it difficult to plan for questions with nothing to review beforehand. That means the public doesn't either. She understood they can review it later, but they have no attachments either. Invariably, she has to ask if we have the presentation available. This project is so important but nothing to do but just listen without any prepared questions. This is not good for the Governing Body with such an important project. She didn't know if she needed to propose a resolution to get the documents. But she was not feeling good about that. She asked if someone could email the presentation to Governing Body members now. The slide is often removed from display before we have a chance to do analysis and research.

Mayor Webber asked if there is a PPT or something that could be sent as an attachment right now or how Staff could help her have something in front of her.
Director Brown asked Mr. Pellegrini or Mr. Hernandez to send them out.

Councilor Vigil Coppler asked that those documents be loaded in Prime Gov ahead of the meeting from now on. It is the professional thing to do and is transparent.

Mayor Webber agreed and will try to get it out and have a chance to go over it during the presentation.

Mr. Pellegrini said he sent a link to Director Brown to share with the Governing Body of about 15 slides and would entertain questions. He talked a little about the approach to the Master Planning Process Approach and the next steps involved and what to expect over the next several months.

He felt it is important to get the necessary elements together to facilitate sale of the campus or move forward with its development. It is important to balance flexibility for future developers and predictability of the City as steward of the property and engaging the community outreach over several months. He used a kind of Gant Chart by quarter and beyond.

He knew Councilors were receiving regular updates with lots more content to discuss. He went through the slides and made comments about the steps remaining in the process.

Director Isaacson spoke about Staff recommendations. He thought this is similar to what the development partners on board had. They projected much longer timelines. Staff now has a much better feeling for time needs estimates and their relation to one another on the development plan.

Councilor Romero-Wirth said the presentation included having a framework. We know this property needs to have Affordable Housing built and a lot of it. How do we determine the amount of housing we want and need from this site?

Mr. Pellegrini briefly described what the capacity of the stie really is. We knew some of it from the RFEI process and under the Midtown Link with certain incentives to define Affordable Housing on the site. We need also to look at the vacant site, so the Midtown campus is the starting point. Another piece has to do with the market and the absorption rate for multi-family projects over the years and strategies to bring Affordable Housing to this site. They are all important that will alter the development and form.

Councilor Romero-Wirth asked if they will be using community engagement to understand the Affordable Housing piece and what it requires.
Director Isaacson absolutely agreed. That is needed to allow flexibility. As the Governing Body heard for Zia Station, it is a 60/40 or 70/30 split on housing. That still ensures the public benefit on what we need at the stie.

Mayor Webber agreed with Councilor Vigil Coppler that this is one of the most important parts on land use planning, site planning and rezoning. He

asked the participants to introduce themselves and share opportunities like this one. He said it would be nice for people watching/listening to hear that. And he would love them to juxtapose a typical urban planning process we may have seen in other communities. He had seen others. They would have a Master Developer propose a site plan with streets, open spaces, etc. But what he saw in this presentation was a different mental model – more flexible but also clear in creating boundaries and guidelines to break out the site into smaller blocks instead of one single investment. The community wants more local builders and firms to have a chance to have a good crack at this remarkable opportunity. With bite-sized blocks, they fit together for the whole. He liked the photo of the Legos – maybe a short biographical sketch and professional but layman's view of the plan in 2021. It seems more like a laptop than a mainframe.

Mr. Pellegrini said they are an urban planning a design firm in California in business for 20 year and he had 25 year as an architect and urban planner for public and private clients. He has tried to find solution that can work for both private and public clients.

He mentioned their achievements – 21 Century zoning -form-based zoning – a regulatory tool that emphasizes form over use. That has been in use for 35 years in 700 communities that have adopted them. And overhauled ordinances. What he is proposing for form-based strategies takes some of those elements – in the 1970 version on urban planning - some great plans came out but ran into trouble and didn't transfer very well. Some would be partially implemented, and things happened that were substantially different, so we want to think about zoning first to help development occur as it always occurs, over many generations. He had a distinct opportunity for involvement in long-range projects and the people who make initial decisions are not always there for subsequent phases, so they need to be able to address changing market cycles.

Working on one now with 100 acres of property, predominantly non-residential projects on which came back with only 25 R&D and the rest residential. The emerging blocks still follow the plan. But must alter as cycles change. Councilor Vigil Coppler thought the Governing Body should continue to be involved and would like to receive timeline decision points come to the Governing Body for approval. We are rightly the ones to decide the direction of the project. She agreed with Councilor Romero-Wirth that Affordable Housing should be a large component. That kind of use needs to come to the Governing Body to decide how the project will evolve. It can take a great many avenues, including the rezoning which we will be

involved in. It might not go the direction we want and that bothers me. It is our resp along the way whether we are sitting in this chair or not and should shape it for now and for future Councilors. There was a part we should have been involved and voted on. She didn't want to see that again. Constituents come to us and want to express their views. She didn't want our role to be watered down for forgotten. We are the decision makers. We received timelines in the past and there were months when we knew well in advance of a decision we needed to make with time to hear from constituents and be involved in shaping the destiny of what would happen here. She was still a little bruised from the last discussion on that. She wanted to feel satisfied she had done what she needed to do.

There were other questions or comments.

Mayor Webber said the slides are now in our boxes. We look forward to future reports. Thank you.

21. **ADJOURN**

Having completed the agenda and with no further business to come before the Governing Body, the meeting was adjourned at 9:50 p.m.

Approved by:

_____
Mayor Alan Webber

ATTESTED TO:

_____
Kristine Bustos Mihelcic, City Clerk

Respectfully submitted by:

Carl G. Boaz

Carl G. Boaz, Council Stenographer

GOVERNING BODY MEETING OF
April 14, 2021
BILLS AND RESOLUTIONS SCHEDULED FOR INTRODUCTION BY MEMBERS OF THE GOVERNING BODY

~~AMENDED~~
~~EXHIBIT ONE~~
GB April 14, 2021

Mayor Alan Webber		
Co-Sponsors	**Title***	**Tentative Committee Schedule***
Lindell 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.**	Quality of Life Committee – 4/21/21 Public Works and Utilities Committee – 4/26/21 Governing Body – 4/28/21

Councilor Roman "Tiger" Abeyta		
Co-Sponsors	**Title***	**Tentative Committee Schedule***

Councilor Jamie Cassutt-Sanchez		
Co-Sponsors	**Title***	**Tentative Committee Schedule***
	A RESOLUTION MODIFYING THE FREQUENCY WITH WHICH THE CITY MANAGER TO PROVIDE WRITTEN UDPATES AND PRESENTATIONS AT EVERY OTHER REGULAR GOVERNING BODY MEETING WITH INFORMATION REGARDING THE COVID-19 RESPONSE FROM THE POLICE DEPARTMENT, FIRE DEPARTMENT, HUMAN RESOURCES DEPARTMENT, AND OFFICE OF EMERGENCY MANAGEMENT AND SAFETY.	Finance Committee – TBD Quality of Life Committee – TBD Governing Body – TBD

Councilor Michael J. Garcia		
Co-Sponsors	**Title***	**Tentative Committee Schedule***
Lindell	**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.**	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

Councilor Signe I. Lindell		
Co-Sponsors	**Title***	**Tentative Committee Schedule***

This document is subject to change.

Councilor Chris Rivera		
Co-Sponsors	**Title***	**Tentative Committee Schedule***
	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 L5003831 GRANTING A TIME EXTENSION FOR THE PLANNING, DESIGN, AND CONSTRUCTION OF AGUA FRIA STREET AND SOUTH MEADOWS ROAD INTERSECTION IMPROVEMENTS.	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

Councilor Carol Romero-Wirth		
Co-Sponsors	**Title***	**Tentative Committee Schedule***

Councilor JoAnne Vigil Coppler		
Co-Sponsors	**Title***	**Tentative Committee Schedule***

Councilor Renee Villarreal		
Co-Sponsors	**Title***	**Tentative Committee Schedule***

* Subject to change

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

Emergency Management Report

Cases counts in 87507 (4,976) and 87505 (1,597) are among the top 10 in the state.

Spike in cases among young people 20-29 yo, in New Mexico and nationally.

Christus St. Vincent's will vaccinate any eligible person at their St. Michaels Clinic. Call 505-913-3080.

DOH held vaccination clinic for 16-17 yo last Saturday at Desert Sage site and delivered 600 doses.

DOH and PED are working together on an initiative for young people to get vaccinated the first week of May.

SF FD in coordination with Senior Services and Christus St. Vincent's Hospital will begin vaccinating homebound seniors' week of April 26.

The City and CSV will hold drive-thru vaccination clinic at Midtown May 6, 7 and 13.

Operation Face Masks is continuing with FD MIHO and Libraries receiving refill of masks.

City PPE supply good. We may receive an additional allotment of N95s and gowns as the State Warehouse is seeking to clear out its inventory in anticipation of relocation.

City Communications Team is working on COVID outreach and education.

Citywide PPE

Item	Unit of Issue	Qty Received	QTY Issued	QTY On-Hand
Hanes Masks	PK (5ct)	5200	2061	3193
Disposable Surgical Masks	PK (50ct)	0	10	403
KN95	BX (50ct)	0	19	992
IR Thermometers	EA	0	0	21
Disposable Face Shields	EA	0	131	1323
Nitrile Gloves Small	BX (100ct)	100	30	86
Nitrile Gloves Med	BX (100ct)	100	70	299
Nitrile Gloves Large	BX (100ct)	100	80	283
Nitrile Gloves X-Large	BX (100ct)	100	100	0
Caution Tape	RO	0	0	166
N95 Makrite	BX (40ct)	0	0	67
N95 3M	BX (20ct)	0	0	0
Gerson N95	BX (20ct)	0	2	36
NOTE: Qty Received/Issued for period 3/26/2021 thru 4/23/2021.				

Santa Fe Police Department Report #7

COVID INFO CALLS 3/24/2021-4/21/2021

1. 4/1/2021 @ 3:52 pm- COVID INFO 2530 Yucca Street (Ragle Park)
   Report of people at park with no mask.
   Per Officer, no contact. No report required.
   Time Received 3:52pm
   Dispatched 5:19pm
   Arrived 5:24pm

2. 4/8/2021 @ 8:32 am- COVID INFO Subsurface Contracting Inc. (specific job site not given, Reporting Person initiated complaint from the PD Headquarters' call box)
   Report that lady's husband's two co-workers tested positive for covid exposing her husband, concerned that employer is not paying for employees to get covid tested.
   Per Officer, no contact. No report required.
   Time Received 8:32am
   Dispatched 8:54am
   Arrived 8:54am

3. 4/10/2021 @ 3:11 pm- COVID INFO 4201 Rodeo Road (Sam's Club)
   Report that customers are not wearing masks.
   Per Officer, patrolled area, observing customers entering and exiting wearing masks properly. No report required.
   Time Received 3:11pm
   Dispatched 4:24pm
   Arrived 4:29pm

COVID MASK CALLS 3/24/2021-4/21/2021

1. 3/24/2021 @ 12:35 pm- COVID MASK 2860-C2 Cerrillos Road (Infinite Health Center)
   Report from patient that mask ordinance is not being enforced, not cleaning, and no social distancing. Report made after-the-fact.

Per Officer, no contact with Reporting Party or patient. Business was closed. No report required.
Time Received 12:35pm
Dispatched 1:09pm
Arrived 1:09pm

2. 3/27/2021 @ 5:45pm- COVID MASK – No address given
(Reporting Person initiated complaint from the PD Headquarters' call box)
Caller advised that her neighbors were in the street, on the median, with no masks on. Caller advised that they are 6 feet away from her, when she is in her residence, but when she leaves her house, the people will be less than 6 feet. Caller is asking for information about mask enforcement
Per officer, no contact was made with the calling party. No report required.
Time Received 5:45pm
Dispatched 6:42pm
Arrived 7:04pm

3. 3/31/2021 @ 3:42pm- COVID MASK 2774 Sawmill Road (Speedway/Wendys)
Report of employee not wearing masks properly on more than one occasion.
Officer went to location observing mask being worn properly. No report required.
Time Received 3:42pm
Dispatched 6:17pm
Arrived 6:23pm

4. 4/2/2021 @ 4:43pm- COVID MASK 1027 Camino Carlos Rey (Franklin Miles Skate Park)
Report of 3-4 teenagers at park not wearing masks.
Per Officer, no contact. No report required.
Time Received 4:43pm
Dispatched 5:20pm
Arrived 5:33pm

5. 4/7/2021 @ 10:03am- COVID MASK 404 N. Guadalupe Street (Blake's Lotaburger)
Report of cook not wearing masks.
Per Officer, made contact with employees, everyone wearing masks. No report.
Time Received 10:03am
Dispatched 10:12am
Arrived 10:17am

6. 4/13/2021 @ 7:18am- COVID MASK 121-3003 Aviation Drive (Santa Fe Regional Airport)

Report in reference to American Airlines, employee not wearing mask. No other notes available.
Per officer, contact made with employees and manager. 2 employees were seen on camera not wearing masks. Manager handled the issue as an internal violation, and employees were suspended. No report required.
Time Received 7:18am
Dispatched 7:20am
Arrived 7:45am

AVERAGE DISPATCH TIME (FROM CALL TO OFFICER DISPATCHED)

- COVID Info 1hr
- COVID Mask 48 minutes

AVERAGE RESPONSE TIME (DISPATCH OFFICER TO ARRIVAL AT LOCATION)

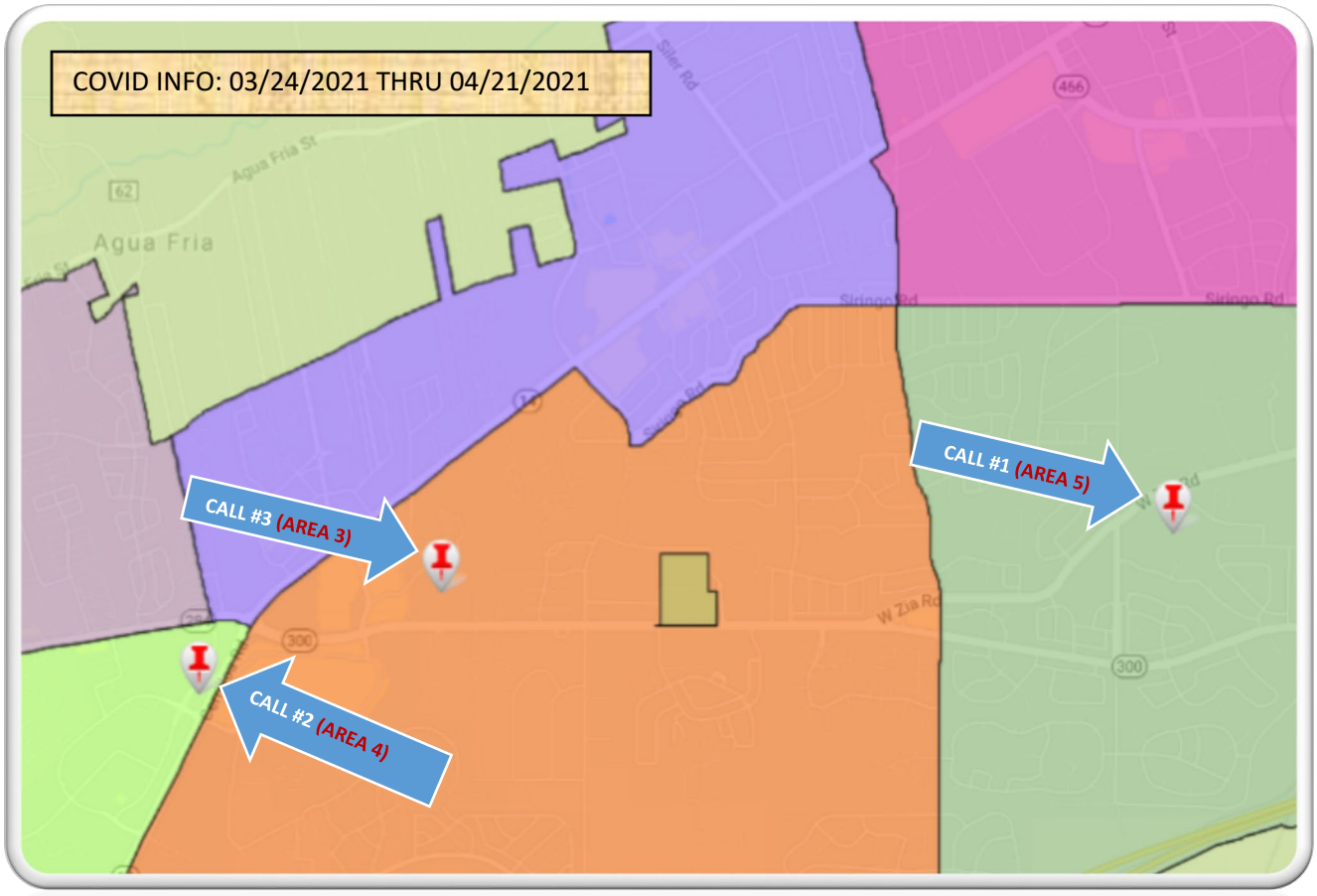
- COVID Info 5 minutes
- COVID Mask 3 minutes

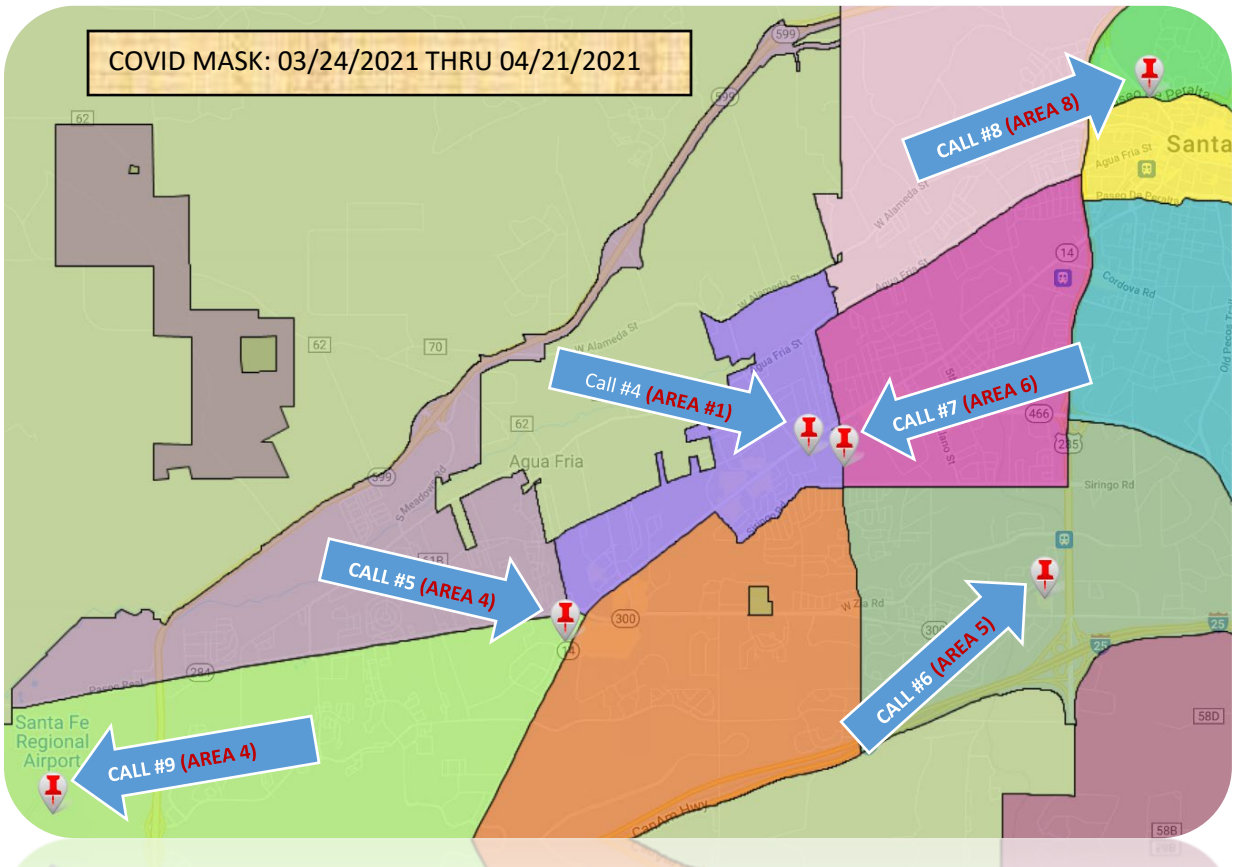
COVID MASK CITATIONS TO DATE

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

REPEAT CALL LOCATIONS:

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


COVID INFO: 03/24/2021 THRU 04/21/2021
Agua Fria
Agua Fria St
Siler Rd
Siringo Rd
W Zia Rd
CALL #1 (AREA 5)
CALL #3 (AREA 3)
CALL #2 (AREA 4)


COVID MASK: 03/24/2021 THRU 04/21/2021
CALL #8 (AREA 8)
Call #4 (AREA #1)
CALL #7 (AREA 6)
CALL #5 (AREA 4)
CALL #6 (AREA 5)
CALL #9 (AREA 4)
Agua Fria
Santa Fe Regional Airport
Siringo Rd
Cordova Rd

2. Fire Department

(time period 03/21/2021 0900 – 04/21/2021 0900, 31 days)

a. Number of calls related to COVID-19:

- **7** incidents known or suspected to be COVID-19 related.
- The SFFD COVID-19 dedicated ambulance responded to **41** calls total

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

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

1. HUMAN RESOURCES

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

Department/Section	Number of Cases Reported March 26, 2021-April 22, 2021
Fire	**2**
Police	**1**
Public Utilities	**1**
Public Works	**3**
Senior Services	**1**
Total	**8**

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

As of April 22, 2021:

Department	Active	Resolved	Grand Total
Community and Economic Development	0	1	1
Community Engagement	0	1	1
Community Services	0	8	8
Finance	0	3	3
Fire	0	25	25
General Government	0	2	2
Human Resources	0	1	1
ITT	0	1	1
Land Use	0	1	1
Police	0	17	17
Public Utilities	0	21	21
Public Works	2	27	29
Recreation	0	5	5
Tourism	0	3	3
Grand Total	**2**	**116**	**118**

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

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

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

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

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

Pay Period	Pay Date	Number of Employees Who Utilized EPSL	Number of Hours Granted	Amount of EPSL Paid
July 11, 2020 July 24, 2020	7/31/2020	14	556	$ 8,614.76
July 25, 2020 - August 7, 2020	8/14/2020	45	1497.75	$ 23,075.59
August 8, 2020 - August 21, 2020	8/28/2020	29	1281	$ 24,073.26
August 22, 2020 - September 4, 2020	9/11/2020	22	882.5	$ 17,008.33
September 5, 2020 - September 18, 2020	9/25/2020	22	379	$ 7,802.31
September 19, 2020 - October 2, 2020	10/9/2020	11	400	$ 5,942.47
October 3, 2020 - October 16, 2020	10/23/2020	18	794.5	$ 13,758.90
October 17, 2020 - October 30, 2020	11/6/2020	19	757	$ 15,451.41
October 31, 2020 - November 13, 2020	11/20/2020	42	1595	$ 31,287.40
November 14, 2020 - November 27, 2020	12/4/2020	55	2130.5	$ 42,072.24
November 28, 2020 - December 11, 2020	12/18/2020	42	1549.25	$ 30,689.84
December 12, 2020 - December 25, 2020	1/1/2021	38	1502.25	$ 28,598.84
December 26, 2020 - January 8, 2021	1/15/2021	28	1092	$ 21,369.05
January 9, 2021 – January 22, 2021	1/29/2021	18	507.75	$ 10,694.64
January 23, 2021 – February 5, 2021	2/12/2021	11	351.5	$ 6,387.89
February 6, 2021- February 19, 2021	2/26/2021	17	679	$ 12,001.21
February 20, 2021 – March 5, 2021	3/12/2021	11	346.5	$ 5,920.70
March 6, 2021 – March 19, 2021	3/26/2021	4	124	$ 2,168.81
March 20, 2021 – April 2, 2021	4/9/2021	7	258	$ 5,642.85
April 3, 2021 – April 16, 2021	4/23/2021	5	206	$ 3,638.03

AMOUNT OF EPSL PAID
$45,000.00
$40,000.00
$35,000.00
$30,000.00
$25,000.00
$20,000.00
$15,000.00
$10,000.00
$5,000.00
$-
7/31/2020
8/14/2020
8/28/2020
9/11/2020
9/25/2020
10/9/2020
10/23/20...
11/6/2020
11/20/20...
12/4/2020
12/18/20...
1/1/2021
1/15/2021
1/29/2021
2/12/2021
2/26/2021
3/12/2021
3/26/2021
4/9/2021
4/23/2021

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

a) Consideration of Memorandum of Agreement (MOA): A partnership between the Santa Fe Public Schools and the Economic Development Department to provide temporary staff. (Janice Krish, Economic Development Specialist: jakrish@santafenm.gov, 505-955-6915; Richard Brown, Director, Community & Economic Development: rdbrown@santafenm.gov, 505-955-6625)

Committee Review:
Public Works and Utilities Committee: 03/29/2021
Finance Committee: 04/19/2021
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		

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 03/29/2021

ISSUE NO. 7h

Consideration of Memorandum of Agreement (MOA): A partnership between the Santa Fe Public Schools and the Economic Development Department to provide temporary staff. (Janice Krish, Economic Development Specialist: jakrish@santafenm.gov, 505-955-6915; Richard Brown, Director, Community & Economic Development: rdbrown@santafenm.gov, 505-955-6625)

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

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Pulled by Councilor Vigil Coppler for discussion. Approved unanimously to forward to 4/5/2021 Finance Committee.

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

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

City of Santa Fe New Mexico
Memorandum

Date: March 19, 2021

To: Public Works/Utilities Committee: March 29, 2021
Finance Committee: April 5, 2021
Governing Body Meeting: April 14, 2021

From: Janice Krish, Economic Development Specialist

CC: Rich Brown, Director - Community and Economic Development Department

RE: Santa Fe Public Schools MOA for 'Internet Café' Tutoring Program

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ITEM AND ISSUE:

This Memorandum of Agreement (MOA) creates a partnership between Santa Fe Public Schools (SFPS) and the City's Economic Development Department (EDD). The City will hire temporary staff, 'Community Development Specialists', to assist the SFPS in their Internet Café program within the District's K-12 schools. This program requires supervision of students who have returned to school and are without teachers in the classroom. The Community Development Specialists will proctor the students with their online learning, supervise them during breaks and provide guidance and support. With a reduced number of available teachers in the schools and students opting to return to school, the SFPS is in need of supervisors for these students until the end of the school year. The EDD is providing new jobs and training through temporary staff secured by the Earth Care Organization and others to help fill this need.

BACKGROUND AND SUMMARY:

With CARES Act funding that was ultimately transferred to the general fund, the EDD has established temporary Community Development Specialist positions, with the mission to assist students, parents and grandparents in underserved areas, with remote learning challenges and provide community resources to survive the pandemic. The positions are primarily bilingual, community-based and fill a grassroots role to work with families individually and provide much needed support for academic success. In partnership with Earth Care, the City has hired individuals who are filling these roles. Additionally, these positions can extend into the SFPS where more jobs are available for individuals to take on these school-based positions.

Responsibilities will include assisting students with remote learning (helping students login for classes, helping students complete projects and assignments), maintaining a safe environment conducive to students being able to participate in remote learning and doing their work and providing active supervision during breaks, lunch, recess. These job responsibilities align with the Community Development Specialist positions already created and funded.

ACTION REQUESTED:
EDD recommends moving forward with this Santa Fe Public Schools MOA, since it will create new jobs and fill a need within the SFPS to support students as they transition back to in-person classroom learning.

ATTACHMENTS:
Memorandum of Agreement

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3202592**

Contractor: **Board of Education of the Santa Fe Public Schools**

Description: **MOA - Internet Cafe Tutoring Program. City will pay for salary of temp employees & backgrounds**

Contract ☐ Agreement ☑ Lease / Rent ☐ Amendment ☐

Term Start Date: **03/01/2021** Term End Date: **06/30/2021**

☐ Approved by Council Date: _____

Contract / Lease:

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

Amendment is for:

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

3. **Procurement History:** **N/A**

Fran Duaway (Apr 1, 2021 18:44 MDT) Apr 1, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: MOA to issue funds - 13-1-98 A. entity to entity

4. **Funding Source:** **Salaries** **Org / Object:** **2122800.500750**

Alexis Lotero Apr 1, 2021

Alexis Lotero (Apr 1, 2021 18:21 MDT)

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: _____ Phone # _____

Email: _____

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Board of Education of the Santa Fe Public Schools

Procurement Title: MOA

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

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

Department Requesting Community & Economic Development Staff Name Janice Krish

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

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

Jessica Sandoval — Administrative Mgr — 03/17/21

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

Fran Dunaway

Fran Dunaway (Apr 1, 2021 10:44 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.

*

SANTA FE PUBLIC SCHOOLS
MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("Agreement") is made by and between the Board of Education of the Santa Fe Public Schools, hereinafter called the "District," by and through the Superintendent of the District, and the City of Santa Fe, a home-rule municipality organized under the laws of New Mexico also known as "Partner" working through the City's Economic Development Division ("EDD").

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

I. TERM.

A. This Agreement is effective on March 1, 2021 and will terminate on June 30, 2021.

B. In the event that this term exceeds twelve (12) months, the Parties agree that, starting on the first day of the thirteenth month, the District or the City, in their sole discretion, may determine if there are insufficient appropriations to continue this MOA. If either party determines that there is insufficient appropriations, the party may terminate this Agreement with thirty (30) days' written notice to the Partner, who shall accept the other party's determination.

C. No automatic-renewal is permissible under this Agreement.

II. PARTIES' SCOPE OF WORK AND RESPONSIBILITIES

A. The District shall:

1. Designate a "Volunteer Coordinator" to serve as liaison for the project, who will provide overall support to Community Development Specialists and specifically with processing background checks, monitoring hours worked and initial training and report to EDD about progress of Community Development Specialists and overall support.
2. Provide supervision of Community Development Specialists while on site and the District will address any concerns that arise.
3. Provide Community Development Specialists with assignments that utilize their skills and training.
4. Assist Partner in the coordination of Community Development Specialist assignments, orientation, in-service instruction and other project related activities.

5. Have the right to request the Partner to reassign the Community Development Specialist.
6. Provide for adequate health and safety protection of Community Development Specialists.
7. Collect and validate appropriate/available Community Development Specialist reports for submission to the Partner.
8. Make investigations and reports regarding Accidents, injuries and incidents involving Community Development Specialists in consultation with the Partner.
9. Meet the standards set by the Americans with Disabilities Act (ADA), which prohibits discrimination against people with disabilities in employment, transportation, public accommodation, communications, and governmental activities. The ADA also establishes requirements for telecommunications relay services, meaning that all electronic and information technology must be accessible to people with disabilities.
11. Not discriminate against Community Development Specialists or in the operation of the EDD program on the basis of race, color, national origin, sexual orientation, real or perceived gender, age, political affiliation, religion, veteran status or disability, if the participant is a qualified individual with a disability.
12. Not consider religious instruction part of Tutoring.
13. Engage Community Development Specialists with internet café supervision for District students who are returning to school. Children will range in age from 5 to 18 years old. Responsibilities will include assisting students with remote learning (helping students log in for classes, helping students complete projects and assignments, etc.), maintaining a safe environment conducive to students being able to participate in remote learning and doing their work, providing active supervision during breaks, lunch, recess, etc.
14. Community Development Specialists will need to enforce current guidelines from the Governor's office and the Department of Health to ensure safe and healthy practices for students and staff including but not limited to District surveillance testing.

A. The Partner shall:

1. The Partner shall provide paid temporary staff 'Community Development Specialists' for the District's internet café initiative to supervise SFPS students who are returning to school. Children will range in age from 5 to 18 years old. Responsibilities will include assisting students with remote learning (helping students log in for classes, helping students complete projects and assignments), maintaining a safe environment conducive to students being able to participate in remote learning and doing their work, providing active supervision during breaks, lunch, recess.
2. Not provide direct academic instruction or execute any disciplinary measures.
3. Follow current public health and executive orders to ensure safe and healthy practices for students and staff, including, but not limited to District surveillance

testing.

4. Pay for Community Development Specialists to fulfill the FBI fingerprint check at $44.00 per Community Development Specialists, not to exceed a total of $500.00. Community Development Specialists will only be placed for service if all background checks have been completed and they are cleared to be on campus.
5. Recruit, interview, enroll and refer Community Development Specialists to the project.
6. Refer Community Development Specialists to the District for individual assistance with any issues or concerns that may arise regarding students, staff or administration.
7. Furnish adequate accident and liability insurance coverage as required.
8. Retain full responsibility for fiscal control of the project and work with the District for management of the Community Development Specialists.
9. Ensure that the Community Development Specialists comply with all District procedures and policies as guided by federal and state laws and regulations.

III. PARTNER SERVICES AND CONDUCT.

A. Standard of Performance. Partner has the resources to perform the Partner's obligations under this Agreement, and agrees to perform such obligations in a professional manner, consistent with prevailing industry standards and practices.

B. Licenses and Permits; Compliance with Law. Partner is a local government agency and agrees to comply with all applicable laws, regulations, codes, ordinances, and Board policies.

C. District-Partner Relationship. Nothing in this Agreement, nor any performance hereunder, is intended or shall be construed to create a business partnership, joint venture or relationship of agency or employment between the Partner and the District. The Partner and its directors, officers, agents, and employees are not employees of the District and shall not accrue leave, retirement, insurance, use of District vehicles, bonding, or any other benefits as a result of this Agreement.

D. Confidentiality. Each Party will comply with all laws, regulations, and Board policies that apply to the use, transmission, storage, disclosure, or destruction of confidential information and educational records.

IV. COSTS.

A. District's Costs.

1) Zero dollars and zero cents ($0.00)

2) The District's performance of the terms of this Agreement are contingent on sufficient appropriations and authorization being made by the Legislature of New Mexico, the New Mexico State Department of Education, Santa Fe Public Schools Board of Education, and the Federal Government for the performance of this Agreement. If, for any reason, sufficient appropriations and authorizations are not made, the Agreement shall terminate upon written notice being given by the District. Such termination shall not result in any claim for damages by the Partner. The District's decision as to whether sufficient appropriations are available shall be accepted by the Partner and shall be final.

B. City Costs.

3) Pay for Community Development Specialists to fulfill the FBI fingerprint check at $44.00 per Community Development Specialists, not to exceed a total of $500.00.

4) Per each Community Development Specialist, payment of $20 per hour for up to 20 hours worked per week for total number of 12 weeks worked. Total compensation for Community Development Specialists during this period not to exceed a total of $52,800.

V. LIABILITY; INDEMNIFICATION.

A. No party to this agreement shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this agreement. Any liability incurred in connection with this agreement is subject to the immunities and limitation of the New Mexico Tort Claims Act. Each party shall be solely responsible for fiscal or other sanctions, penalties or fines occasioned as a result of its own violation or alleged violation of requirements applicable to performance of this Agreement. Each party shall be liable for its acts or failure to act in accordance with this Agreement, subject to immunities and limitations of the New Mexico Tort Claims Act.

VI. MISCELLANEOUS TERMS.

A. **Entire Agreement.** This Agreement represents the entire understanding between the parties and supersedes any prior agreements or understandings with respect to the subject matter of this Agreement.

B. **Records and Audit.** Both parties will maintain records for three years from the expiration or termination of this Agreement. The records shall indicate the date, length of time, and nature of services rendered. These records shall be subject to inspection and audit by the Superintendent of the District or designee, the State Department of Education, the Department of Finance and Administration, and the State Auditor.

C. **Modifications.** No changes, amendments or alterations to this Agreement will be effective unless in writing and signed by both parties.

D. **Non-Assignability.** This Agreement will not be assigned by either party, nor will the duties imposed upon either party by this Agreement be delegated, subcontracted, or transferred by either party, in whole or in part, without the prior written consent of the other party.

E. **Governing Law.** This Agreement will be construed, interpreted, governed, and endorsed in accordance with the statutes, judicial decisions, and other laws of the State of New Mexico.

F. **Severability.** The invalidity or unenforceability of any term or provision of this Agreement will in no way affect the validity or enforceability of any other term or provision to the extent permitted by law.

G. **Marketing Materials.** Neither the District nor the Partner will use the other's name in any publicity or advertising material without prior written consent of the other parity.

H. **Headings.** Headings and captions used in this Agreement are for convenience and ease of reference only and will not be used to construe, interpret, expand or limit the terms, conditions, or other provisions of this Agreement.

I. **Cooperation and Dispute Resolution**. The parties will meet as necessary to discuss and evaluate the progress of the program involved in this Agreement. The parties agree that, to the extent compatible with the separate and independent management of each, they will maintain effective liaison and close cooperation. If a dispute arises related to the obligations or performance of either party under this Agreement, representatives of the parties will meet in good faith to resolve the dispute.

J. **Third parties.** Nothing in this Agreement, expressed or implied, is intended to confer any rights, remedies, claims or interest upon a person not a party to this Agreement.

K. **Employee status.** The Partner and its directors, officers, agents, and employees are not employees of the District and shall not accrue leave, retirement, insurance, us of state vehicles, bonding, or any other benefits afforded to employees of the District as a result of this Agreement.

L. **Nondiscrimination.** Neither party will discriminate against program participants or employees on the basis of because of race, color, ancestry, ethnicity, national origin, immigration status, religion, sex, gender identity, sexual orientation, age, disability, or serious medical condition.

M. **Confidentiality.** The parties in accordance with applicable federal and state laws and regulations regarding confidentiality of records of students will maintain the confidentiality of any records.

N. **Conflict of Interest.** That the parties warrant that they have no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.

O. **Appropriations.** That the terms of this Agreement are contingent on sufficient appropriations and authorization being made by the Legislature of New Mexico, the New Mexico State Department of Education, Santa Fe Public Schools Board of Education, the Federal Government, and the Governing Body for the performance of this Agreement. If, for any reason, sufficient appropriations and authorizations are not made, the Agreement shall terminate upon written notice being given by the District or the City. Such termination shall not result in any claim for damages by the Partner. The District or the City's decision as to whether sufficient appropriations are available shall be accepted by the other party and shall be final.

P. **Binding Effect.** This Agreement is binding upon, and inures to the benefit of, the parties to this Agreement and their respective successors and assigns.

Q. **Notices.** Any notice required to be given pursuant to the terms and provisions of this Agreement will be in writing and will be sent by certified mail, return receipt requested, postage prepaid, as follows:

To the District at:
Santa Fe Public Schools
610 Alta Vista
Santa Fe, NM 87505

To the Partner at:
City of Santa Fe
Office of Economic Development
500 Market Street Station
Santa Fe, NM 87501

VII. CRIMINAL BACKGROUND CHECK.

For any individual providing services pursuant to the Partner's explicit or implicit direction or permission, the Partner shall make one of the following warranties, in compliance with Megan's law and §22-10A-5 NMSA 1978 of the School Personnel Act.

A. By this signature _____, SHALL WARRANT that such individuals will not have unsupervised access to students; OR

B. By this signature _____, SHALL WARRANT that the individual who will have unsupervised access to

students has no felony convictions and is not a registered sex offender, as verified by the Partner's:

a. Performance of an internet search on the individual; and
b. Completion of a federally recognized fingerprint and background check on the individual no more than five (5) years prior to, and no later than the first business day of, commencement of services under this Agreement.

VIII. CONFLICT OF INTEREST; PROCUREMENT CODE.

A. Conflict of Interest. That the parties warrant that they have no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.

B. Procurement Code. The Partner acknowledges that the Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation, and other laws impose felony penalties for illegal bribe, gratuities, and kickbacks.

C. Campaign Contribution Disclosure Form. In compliance with the Procurement Code, Section 13-1-191.1 NMSA 1978, the Partner shall complete the following Campaign Contribution Disclosure Form:

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Partner, by and through the undersigned representative, hereby discloses that the following contributions in excess of two hundred fifty dollars ($250.00) were made to a Board of Education member, by any officer, employee, agent or other representative of the Partner, or a family member, within the last two (2) years.

Contribution(s) Made
By:_____On_____

List the Name(s) of any and all Board Member(s) Receiving Contributions:

_____

Amount, Nature and Purpose of each Contribution to each Board Member:

_____

By:_____Date:_____
JAREL LAPAN-HILL, CITY MANAGER

-OR-

Alternatively, the Partner, by and through the undersigned representative, hereby states that no contributions in excess of two hundred fifty dollars ($250.00) were made to a Board of

Education member, by any officer, employee, agent or other representative of the Partner, or a family member, within the last two (2) years.

By:

_____Date:_____

JAREL LAPAN-HILL, CITY MANAGER

SIGNATURE PAGE

FOR SFPS BUSINESS SERVICES:

AMOUNT: Zero (**$0**)
ACCOUNT CODE NO._NONE_____
FUNDING SOURCE:____NONE_____

APPROVED BY SFPS:

_____ _____
SABRA ROMERO, DIVERSITY, EQUITY, & ENGAGEMENT DATE

_____ _____
DR. JAMES LUJAN, CHIEF DIVERSITY, EQUITY, & ENGAGEMENT OFFICER DATE

_____ _____
HILARIO CHAVEZ, ASSOCIATE SUPERINTENDENT ATHLETICS AND SCHOOL SUPPORT DATE

_____ _____
JOSHUA R. GRANATA, GENERAL COUNSEL DATE

_____ _____
ROBERT MARTINEZ, INTERIM CHIEF FINANCIAL OFFICER DATE

_____ _____
VERONICA C. GARCIA, Ed.D., SUPERINTENDENT OF SCHOOLS DATE

AGREED UPON BY PARTNER:

I CERTIFY THAT NO SUSPENSION / DEBARMENT / EXCLUSION ON THE STATE / FEDERAL GOVERNMENT LEVEL IS APPLICABLE TO THE PARTNER AT TIME OF MY SIGNATURE BELOW.

_____ _____
ALAN WEBBER, MAYOR DATE

_____ _____
KRISTINE BUSTOS MIHELCIC, CITY CLERK DATE

Marcos Martinez
Marcos Martinez (Mar 8, 2021 16:57 MST)

SENIOR ASSISTANT CITY ATTORNEY — DATE: Mar 8, 2021

MARY MCCOY, FINANCE DIRECTOR — DATE

CRS # OR SS #

PARTNER'S SIGNATURE DOES NOT CONSTITUTE AUTHORITY TO INITIATE SERVICES.
RECEIPT OF A PURCHASE ORDER IS THE ONLY AUTHORIZATION TO START SERVICES.

PROOF OF INSURANCE ATTACHED HERETO AS ATTACHMENT #1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/23/2021

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

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

PRODUCER	CONTACT NAME: Risk Services	
Poms & Associates Insurance Brokers CA License #0814733 5700 Canoga Avenue Woodland Hills, CA 91367	PHONE (A/C, No, Ext): (800) 578-8802	FAX (A/C, No): (818)449-9449
	E-MAIL ADDRESS: rservices@pomsassoc.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : New Mexico Public Schools Insurance Authority	N/A
INSURED New Mexico Public Schools Insurance Authority Member: Santa Fe Public Schools 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 [X] OCCUR [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 [ ] N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	
							E.L. DISEASE - EA EMPLOYEE	
							E.L. DISEASE - POLICY LIMIT	
							Each Occurrence Maximum Liability	

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

See attached New Mexico Tort Claims Act Section 41-4-19: Maximum Liability Summary. General Liability Retention=$750K.
EVIDENCE OF INSURANCE

CERTIFICATE HOLDER

City of Santa Fe, Office of Economic Development
500 Market Street Station
Santa Fe, NM 87501

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Poms & Associates Insurance Brokers	New Mexico Public Schools Insurance Authority
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ FORM TITLE: : Notes

Summary of New Mexico Tort Claims Act Section 41-4-19:
Maximum Liability Governmental entities and agencies, including public schools, public charter schools and community colleges and universities are granted immunity from liability.
Commercial General Liability Products and Completed Operations Professional Liability Contractual Liability
Imposed by New Mexico Tort Claims Act [NMSA 1975 §41-4-1 through 41-4-29]
$400,000 Bodily Injury Per Person
$200,000 Property Damage Per Property Address
$300,000 Medical
$750,000 Per Occurrence
$1,050,000 Combined Limit/Maximum Liability

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ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 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

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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)
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Signature Date: 2021-03-23 - 4:20:40 PM GMT - Time Source: server- IP address: 63.232.20.2

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2021-03-23 - 6:11:05 PM GMT- IP address: 104.47.64.254

Document e-signed by Regina Wheeler (rawheeler@santafenm.gov)
Signature Date: 2021-03-23 - 6:12:13 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2021-03-23 - 6:12:13 PM GMT

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

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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)
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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

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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.
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N	Feature/Function cannot be provided.

	Response Indicators: When providing responses to the requirements in Attachment B, proposers shall use the following response indicators:
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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:
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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

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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

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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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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

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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

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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

	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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	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.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

	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.

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:
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	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:
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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:
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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:
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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:
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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:
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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.

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

d) 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

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		

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 04/12/2021

ISSUE NO. 8e

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

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Pulled by Councilor Lindell for discussion. Approved to forward to 4/13/2021 Water Conservation Committee.

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

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

City of Santa Fe, New Mexico
Memorandum

DATE: **April 1, 2021**

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

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

FROM: **Andrew Erdmann, Water Conservation Specialist** PAE

ITEM AND ISSUE:
Request for the Approval of a contract in the Total Amount of $254,791.27 for the term of the contract, for Water Conservation Public Relations and Public Outreach Professional Services through FY 2024; PK Public Relations; Andrew Erdmann, paerdmann@santafenm.gov, 505.633.4928.

BACKGROUND AND SUMMARY:

The Water Conservation Office makes extensive use of public outreach venues including social media, the savewatersantafe.com website, print media, radio, and direct customer outreach to communicate with City of Santa Fe Water customers. The topics communicated are responsive to current events such as the current drought conditions or community events, and to opportunities such as the Bee's City, USA initiative and the ongoing tree canopy project. The savewatersantafe.com website also serves as the primary means of collecting customer applications for water conservation rebates and for archiving water conservation planning information, like the recently updated 5-Year Water Conservation Plan, for customer reference.

The purpose of this contract is to provide technical, planning, content, and design expertise for the outreach efforts of the Water Conservation Office. The contractor shall lead and work with staff in the development and coordination of content across media platforms, provide support in annual public meetings held to report to the public as well as to collect feedback and input, and provide detailed and reflective reporting on the effectiveness of these efforts.

Funding for the amount allotted for FY 21 is available in current year budget in the amount of $13,409.38. Funding for each new FY will be requested in the in each new FY Budget Submittal.

PROCUREMENT METHOD:
The procurement method is RFP # 20/21/P

CONTRACT NUMBER:
The FY20 Munis contract number is 3202620.

FUNDING SOURCE:
Fund Name/Number: Water Enterprise Fund/505
Munis Org Name/Number: Water Conservation/5050382
Munis Object Name/Number: Service Contracts/ 510310

ACTION REQUESTED:
The City of Santa Fe Water Conservation Office respectfully requests your review and approval.

Item#_____
Munis Contract# 3202620

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 **PK Public Relations**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

A. The Contractor shall perform the following work:

1) The Contractor will maintain and develop outreach efforts for the Water Conservation Office (WCO) and work with staff to develop strategies consistent with the goals and priorities of the office.

a) *Outreach Strategies:*
The Contractor will serve as the primary expert and lead in strategizing, designing, and implementing the following WCO's outreach strategies:

i. Media Strategy – the contractor will bring expertise in media strategies and will work with staff to develop and plan campaigns for various WCO priorities and projects and to roll them out across the outreach platforms available to the WCO.
ii. Reporting – the Contractor will provide monthly and quarterly reports of ongoing outreach projects, including social media and https://www.savewatersantfe.com and their effectiveness in metrics appropriate to each media.

b) *Website*
The WCO website, httpd://www.savewatersantafe.com is independent of the City's website and is used to disseminate information about ongoing water conservation priorities, to collect public input, and to manage the submission of rebate applications. The website is well established and the goal is to maintain and continue to improve the existing site as follows:

i. Hosting – the contractor will manage the hosting of https://www.savewatersantafe.com
ii. Design – the contractor will work with the existing website design and make additions and changes as needed to maintain alignment with evolving office priorities.

iii. Content – development of content promoting with themes, projects, and priorities identified by the WCO including photos, text video, links, and other media support as needed.

iv. Support – the contractor will provide support to address technical issues with the website as they arise.

v. Planning – the contractor will provide support to address technical issues with the website as they arise.

vi. Rebate Submittals – one of the core missions of the WCO is the rebate program which allows water customers to receive rebates for eligible appliance and irrigation equipment purchases. The contractor will support a rebate application portal so that customers can apply for rebates and upload documentation online.

vii. Public Input Submittals – the website collects public input through general submissions and, at times, through specific questionnaires. The contractor will provide the technical support to collect public input and provide it to staff.

c) *Social Media*

The WCO uses social media to make information about conservation programs including rebates, educational opportunities, public meetings, notices restrictions (time of day or drought), and general water conservation related content. The goal is to maintain the visibility of the WCO through various platforms to reach as large and diverse a group of Santa Feans as possible.

i. Facebook – develop content in coordination with current WCO themes and goals, post frequently and remain responsive to comments and questions.

ii. Instagram – develop content in coordination with current WCO themes and goals, post frequently and remain responsive to comments and questions.

iii. NextDoor – monitor the WCO NextDoor account and ongoing neighborhood discussions in Santa Fe to find opportunities for WCO to reach out to Home Owner Association's (HOA's) and neighborhood communities.

iv. Social Media Expansion – the contractor shall maintain an understanding of the social media market and shall provide direction as new social media tools – either through existing outlets or new ones – provide opportunities for the WCO.

d) *Other Outreach Outlets*

The Contractor will lead in all aspects of media outreach including print, radio and television. The contractor will also provide support with the design, implementation, and assessment of public meetings or their socially distanced equivalent.

i. Develop Content – The contractor, working with WCO staff, will develop print, radio, and television content consistent with other outreach efforts and in alignment with WCO priorities.

ii. Media Planning and Research – the contractor will be responsible for planning, researching, and identifying suitable media outlets and determining appropriate levels of investment for the WCO.

iii. Public Meetings – The WCO holds occasional public meetings, including at least two in July related to the Five-Year WCO plan. The contractor will assist in planning, adapting, conducting, and evaluating the effectiveness and input collected from these meetings.

2. Compensation.

A. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed two hundred fifty four thousand seven hundred ninety one dollars and twenty seven cents ($254,791.27) as described in Exhibit A attached hereto, for the term of this Agreement.

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 twelve thousand three hundred sixty six dollars ($12,366) in (FY2021) through (FY2022) The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling one thousand hundred forty-three dollars and thirty-eight cents ($1,043.38) shall be paid by the City to the Contractor.

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 seventy four thousand two hundred dollars ($74,200) in (FY2022) through (FY2023. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling six thousand two hundred sixty dollars and sixty three cents ($6,260.63) shall be paid by the City to the Contractor.

3) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of seventy four thousand two hundred dollars ($74,200) in (FY2023) through (FY2024). The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling six thousand two hundred sixty dollars and sixty three cents ($6,260.63) shall be paid by the City to the Contractor.

4) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of seventy four thousand two hundred dollars ($74,200) in (FY2024) through (FY2025). The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling six thousand two hundred sixty dollars and sixty three cents ($6,260.63) shall be paid by the City to the Contractor.

B. Payment in future fiscal years 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 **6/30/24** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

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

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Council, this Agreement shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

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

8. Subcontracting.

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

9. Release.

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

10. Confidentiality.

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this

Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

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

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

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

13. Amendment.

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

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

14. Entire Agreement.

This Agreement, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this Agreement, and the related Exhibits and Schedules, the statements in the body of this Agreement shall control.

15. Penalties for violation of law.

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

19. Professional Liability Insurance.

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

20. Other Insurance

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

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.

D. 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:
Water Division Director
801 W. San Mateo
Santa Fe, NM 87505

To the Contractor:
PK Public Relations
Attn: Lynn Komer
112 Sol y Lomas
Santa Fe, NM 87505

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:

CONTRACTOR:
PK Public Relations

ALAN M. WEBBER, MAYOR

NAME

DATE:

Principal, PK Public Relations
TITLE

DATE: April 1, 2021
CRS# 47-11194219
Registration # 226519

ATTEST:

KRISTINE BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE

Marcos Martinez
Marcos Martinez (Apr 1, 2021 14:41 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY, FINANCE DIRECTOR

5050382.510310 AL
Org. Name/Org#. AL

CITY OF SANTA FE
WATER CONSERVATION OFFICE
RESPONSE

PUBLIC RELATIONS AND PUBLIC OUTREACH FOR THE WATER CONSERVATION OFFICE

RFP # 21/20/P
PROPOSAL DUE DATE: FEBRUARY 19, 2021

COST PROPOSAL

APPENDIX C
COST RESPONSE FORM

We are a collaborative consulting model that shares expert influence, resources, and marketing muscle to put our client's ambitions at the center of every action. Every step of the way, the client is supported by the best set of skills and expertise to meet their needs.

Unlike larger and traditional marketing firms, we are able to better harness the complementary skills and specific expertise that are unique to each client's objective and goals. This keeps overhead and costs down to best maximize any public or private budget while providing the client with an expert foundation designed for their personal needs.

APPENDIX C
COST RESPONSE FORM

Description	Type	Quantity/Hours	Cost Per Item*
	Hourly	Monthly	Annual
Project Manager	$140	15 hrs x 12= 180	$25,200
Media Coordinator	$90	5 hrs x 12 =60	$ 5,400
Water Expert Coordinator	$90	10 hrs x 12= 120	$10,800
Graphic Design	$75	10 hrs x 12= 120	$15,000
Advertisement	$90	10 hrs x 12= 120	$10,800
Social Media Coordinator	$75	10 hrs x 12= 120	$9,000
TOTAL			$74,200
Annual Cost			$74,200

Option Year 1: (05/01/21 thru 06/30/21) Price: $12,366.66
Option Year 2: (07/01/21 thru 06/30/22) Price: $74,200.00
Option Year 3: (07/01/22 thru 06/30/23) Price: $74,200.00
Option Year 4: (07/01/23 thru 06/30/24 Price: $74,200.00

*"These estimates do not include New Mexico Gross Receipts Tax. All applicable gross receipts tax will be charged in addition to these cost estimates."

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3202620**

Contractor: **PK Public Relations**

Description: **Water Conservation Public Relations and Public Outreach. 4 year term**
FY 21 $13,409.38 inclusive of nmgrt
$80,460.63 per FY after

Contract ☐ Agreement ☉ Lease / Rent ☐ Amendment ☐

Term Start Date: **5/1/21** Term End Date: **6/30/24**

☐ Approved by Council Date: **Pending**

Contract / Lease: Contract

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☐ Approved by Council Date: **Pending**

Amendment is for:

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

3. **Procurement History:** **20/21/P March 2021**

Fran Dawson (Apr 6, 2021 10:25 MDT)

Purchasing Officer Review: Date: Apr 6, 2021

Comment & Exceptions: RFP 20/21/P issued for award of contract - 4 years w/budget approval for additional 3.

4. **Funding Source:** **Water Enterprise Fund** **Org / Object:** **5050382.510310**

Alexis Lotero (Apr 5, 2021 17:33 MDT)

Budget Officer Approval: Date: Apr 5, 2021

Comment & Exceptions: _____

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

Email: **mfmartinez@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

CITY OF SANTA FE RFP PROCUREMENT CHECKLIST

Contractor Name: PK Public Relations

Procurement Title: PUBLIC RELATIONS AND PUBLIC OUTREACH FOR THE WATER CONSERVATION OFFICE

Solicitation RFP#: RFP # 21/20/P

Department Requesting/Staff Member: PUD/ Water Conservation Andrew Erdmann

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☒	☐	Approved Procurement Checklist (by Purchasing)
☒	☐	Departments Recommendation of Award Memo addressed to Finance
☒	☐	Evaluation Committee Report
☐	☒	BAR
☐	☒	FIR
☒	☐	Contract, Agreement or Amendment
☒	☐	Current Business Registration and CRS numbers on contract or agreement
☒	☐	Summary of Contract
☒	☐	Certificate of Insurance
☐	☒	Other: _____

Andrew Erdmann, Water Conservation Specialist
Department Rep Printed Name and Title

Parry Andrew Erdmann
Parry Andrew Erdmann (Apr 1, 2021 14:23 MDT)
Department Rep Signature attesting that all information included

Fran Dunaway
Fran Dunaway (Apr 6, 2021 10:25 MDT)
Purchasing Officer attesting that all information is reviewed

REQUIRED DOCUMENTS FOR RFP FILE*

YES	N/A	
☒	☐	Final RFP Document
☒	☐	Copy of legal solicitation published in the newspaper, website, etc. (purchasing)
☒	☐	All addendums
☐	☒	Plan holders list
☒	☐	Copies of all RFP submittals
☒	☐	Complete evaluation score sheets
☐	☒	Non-Responsive/Non-Responsibility Form and correspondence or letters from Department to vendor regarding disqualifications
☐	☒	Oral presentations (sign-in sheets, presentation materials, etc.)
☐	☒	Documentation sent to Proponents/Offerors and responses received regarding clarifications, decisions, negotiations, and/or best and final offers, etc.

*

☐	☒	Reference Reviews/Reference Check Questionnaires
☐	☒	Pricing evaluation
☒	☐	Final overall evaluation matrix or summary of evaluator scores
☐	☒	Other: _____

AWARD*

YES	N/A	
☒	☐	Fully executed Memo to Committees from the Department with recommendation of award
☒	☐	Winning proposal (this is a copy that has all confidential/proprietary information excluded)
☐	☒	Contract Award Notice
☐	☒	Email or notification sent to all Proponent(s)/Offerors that award was made (pending approval of contract)
☐	☒	Waiver or "No Action Taken" from Procurement Office
☐	☒	If IFB and not awarded to lowest responsive, responsible bidder; written explanation
☐	☒	Other: _____

DISCLOSURES*

YES	N/A	
		Contractor Disclosures & Conflicts of Interest
☒	☐	Disclosures & Conflicts of Interest Form(s) (winning proponent(s)/offeror(s))
		Contractor –Conflicts of Interest
☐	☒	Purchasing Office Letter or e-mail to designated individual regarding potential conflict
☐	☒	Conflict of Interest Form signed by all parties
☐	☒	Letter from Procurement Office regarding the potential conflict
		Subcontractor Disclosures
☐	☒	Disclosures & Conflicts of Interest form of Subcontractor(s)
		Subcontractor –Conflicts of Interest
☐	☒	Purchasing Officer Letter or email to designated individual regarding potential conflict
☐	☒	Conflict of Interest form signed by all parties
☐	☒	Letter from Legal Office regarding the potential conflict
☐	☒	Other: _____

CONTRACT* pending approval

YES	N/A	
☒	☐	Copy of Executed Contract
☒	☐	Copy of all documentation presented to the Committees
☒	☐	Finalized Council Committee Minutes
☐	☒	Other: _____

MISCELLANEOUS FILE*

YES	N/A	
☐	☒	Local Preference Form
☐	☒	New Mexico Residence Form
☐	☒	Veterans Exemption
☐	☒	Other: _____

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

*

PROTEST (If applicable)*

YES	N/A	
☐	☒	Documentation from protester filed with the Purchasing Office
☐	☒	Letter from Department to Purchasing Office Providing response to protest
☐	☒	Letter from Purchasing Officer to protester and Department on final outcome
☐	☒	Other: _____

Create a separate file folder which may contain any documents with trade secrets or other competitively sensitive, confidential or proprietary information.

YES	N/A	
☐	☒	Original proposal (s) with no redactions

Andrew Erdmann, Water Conservation Specialist
Department Rep Printed Name and Title

Parry Andrew Erdmann
Parry Andrew Erdmann (Apr 1, 2021 14:23 MDT)
Department Rep Signature attesting that all information included

*

Signature: Shannon Jones

Email: swjones@santafenm.gov

THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

December 3, 2020

City of Santa Fe
200 LINCOLN AVE
SANTA FE NM 87501

Account Information:

Policy Holder Details :	LYNN PITCHER KOMER, LLC

Contact Us

Business Service Center
Business Hours: Monday - Friday
(7AM - 7PM Central Standard Time)
Phone: (888) 242-1430
Fax: (888) 443-6112
Email: agency.services@thehartford.com
Website: https://business.thehartford.com

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/03/2020

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 be endorsed. If SUBROGATIONIS 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:	
USAA INSURANCE AGENCY INC/PHS 65812846 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	PHONE (A/C, No, Ext): (888) 242-1430	FAX (A/C, No): (888) 443-6112
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC#
LYNN PITCHER KOMER, LLC 112 SOL Y LOMAS DR SANTA FE NM 87505-5749	INSURER A : Hartford Casualty Insurance Company	29424
	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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR [X] General Liability GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [X] LOC OTHER:	X		65 SBM NN7818	01/01/2021	01/01/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $300,000 $10,000 $1,000,000 $2,000,000 $2,000,000
	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)	
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (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	
A	EMPLOYMENT PRACTICES LIABILITY			65 SBM NN7818	01/01/2021	01/01/2022	Each Claim Limit Aggregate Limit	$5,000 $5,000

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

Those usual to the Insured's Operations. City of Santa Fe is an additional insured per the Business Liability coverage form S0008 attached in this policy.

CERTIFICATE HOLDER

City of Santa Fe
200 LINCOLN AVE
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

Susan L. Castaneda

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City of Sa

U.S. POSTAGE

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

BUSINESS REGISTRATION

Business Name: P.K. PUBLIC RELATIONS
DBA: P.K. PUBLIC RELATIONS

Business Location: 112 SOL Y LOMAS DR
ANNX1
SANTA FE , NM 87505

Owner: PITCHER KOMER LYNN

License Number: 226519

Issued Date: March 30, 2021

Expiration Date: March 30, 2022

CRS Number: 02374602005

License Type: Business License - Renewable

Classification: Business Registration - Standard

Fees Paid: $35.00

P.K. PUBLIC RELATIONS
112 SOL Y LOMAS
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

DATE: April 2, 2021

TO: Fran Dunaway, Chief Procurement Officer
City of Santa Fe

FROM: Andrew Erdmann, Procurement Manager
City of Santa Fe Water

SUBJECT: Evaluation Committee Report, Public Relations and Public Outreach for the Water Conservation Office RFP # 21/20/P

In accordance with the Request for Proposals for Public Relations and Public Outreach for the Water Conservation Office issued January 22, 2021, two responses were submitted from the following Offerors: PK Public Relations and Tripepi Smith and Associates, Inc. and evaluated by the committee.

The combined scores assigned 1085.37 points to PK Public Relations and 818.67 points to Tripepi Smith and Associates.

Summary of Evaluation Committee Activity

The Evaluation Committee members are as follows:

Christine Chavez, Water Conservation Manager
Maya Martinez, Utility Fiscal Administrator
John Delmar, Engineer

This Evaluation Committee Report summarizes all criteria used in scoring the responses:

- March 2, 2021: Evaluation Committee met to review Evaluation Committee duties and RFP process, and to receive Offeror technical proposals.
- March 8, 2021: Evaluation Committee met to finalize scoring and review of the Offeror technical proposals.

Section IV.B, Technical Specifications

Section IV.B.1, Organizational Experience (350 Total Points)

	PK Public Relations	Tripepi Smith and Associates, Inc.
Offeror Points	340	306.67

Organizational Experience

Specifications:

a) Provide a detailed description of relevant corporate experience with city or state government and private sector. The experience of all proposed subcontractors must be described. The narrative must thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise and knowledge as a provider of Public Relations and Public Outreach. All Public Relations and Public Outreach provided to private sector will also be considered;

b) Provide a detailed resume of a senior level media and public relations coordinator experienced in development and guidance of public communications, marketing, outreach and education activities. The resume should show years of experience planning and executing the full spectrum of strategic public relations and activities including budgeting, media, and governmental relations; At least 10 years' experience is desired, but all other applications with various years of experience will be accepted and considered with complete experience documentation.

c) Provide a brief resume of all key personnel Offeror proposes to use in performance of the resulting contract, should Offeror be awarded. Key personnel is identified as personnel who would work directly with WCO staff. Offeror must include key personnel education, work experience, and relevant certifications/licenses.

Evaluation Factors:

Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee will also weigh the relevancy and extent of Offeror's experience, expertise and knowledge; and of personnel education, experience and certifications/licenses

PK Public Relations

The Evaluation Committee awarded PK Public Relations 340 points based on the Offeror's response.

- Staff resumes show senior experience in excess of 10 years
- Relevant experience in water conservation in Santa Fe
- Small firm
- No licenses included

Tripepi Smith and Associates, Inc.

The Evaluation Committee awarded Tripepi Smith and Associates 306.67 points based on the Offeror's response.

- Staff resumes show senior experience in excess of 10 years
- Large staff
- Certifications included
- Unclear division of labor and leadership
- No local experience in Santa Fe

Section IV.B.2, Organizational References (0 Total Points)

	PK Public Relations	Tripepi Smith and Associates, Inc.
Offeror Points	n/a	n/a

Section IV.B.3, Oral Presentation (0 Total Points)

	PK Public Relations	Tripepi Smith and Associates, Inc.
Offeror Points	n/a	n/a

Section IV.B.4, MANDATORY SPECIFICATIONS (350 Total Points)

	PK Public Relations	Tripepi Smith and Associates, Inc.
Offeror Points	346.67	306.67

Mandatory Specifications

Specifications:

Outreach Strategies

• The contractor will have experience leading, strategizing, and designing outreach strategies. The Offeror shall provide two (2) examples of outreach material developed for clients showing technical expertise in numerous platforms.
• The contractor will have expertise in reporting on the effectiveness of outreach materials and strategies. The Offeror shall submit evaluations of two (2) previous outreach projects including metrics for measuring effectiveness of multiple outreach strategies.

Website
• The contractor will serve as the technical and design manager of the WCO's website including all aspects outlined in the Detailed Scope of Work (section IV A, Website). The Offeror shall submit written description, including links, of relevant website work demonstrating the abilities needed to fulfill the scope relative to savewatersantafe.com.

Social Media
• The contractor will serve as the social media manager for the WCO including Facebook, Instagram, NextDoor, and monitoring for new opportunities. The Offeror shall submit a Curriculum Vitae (CV) of social media experience with emphases on audience expansion and communicating complex information including links, images, and other material that conveys the Offeror's social media skill.

Other Outreach Outlets
• The contractor will serve as lead in planning and research for print, radio and television media. The Offeror shall submit a CV of traditional media (print, radio and television) experience with emphases on conservation messaging and program effectiveness.
• The contractor will serve as an integral team member in the planning, adaptation, implementation, and assessment of public meetings at least twice a year. The Offeror shall submit a summary of a public meeting at which s/he worked with a public entity to conduct a public meeting and/or online forum. The summary may include materials developed, outcomes, lessons learned, strategies employed, plans for socially distanced adaptations, and other material that demonstrates the Offeror's experience.

Evaluation Factors:

• The two (2) examples of outreach material developed for clients will be evaluated based on the technical expertise demonstrated, the breadth of technical approaches demonstrated, and the relevance of the examples to WCO subject matter.
• The evaluations of two (2) previous outreach projects will be based on the effectiveness of the materials and the clarity of the reporting.
• The suitability of the Offeror to support the website will be based on the presence and quality of any referenced website(s), the scope of involvement for the contractor in previous technical and design website work, and the quality of the reporting of the written description submitted.
• The social media Curriculum Vitae (CV) detailing the Offeror's social media experience will be evaluated for longevity of experience, relevance of experience, levels of success, and compatibility of the Offeror's approach to the CV and social media work with the goals of the WCO.
• The traditional media CV will be evaluated for relevance of past work to the needs of the WCO.
• The summary of a public meeting and/or online forum for which the Offeror worked with a public entity will be evaluated for the effectiveness of the event in terms of collecting relevant and detailed public input from a diverse and large audience.

PK Public Relations

The Evaluation Committee awarded PK Public Relations 346.67 points based on the Offeror's response.

- Examples demonstrate water conservation experience
- Examples demonstrate local Santa Fe public outreach experience
- Marketing reports with metrics on effectiveness

Tripepi Smith and Associates, Inc.

The Evaluation Committee awarded Tripepi and Smith and Associates, Inc. 306.67 points based on the Offeror's response.

- Relevant conservation experience
- No local Santa Fe experience
- Examples did not show outcomes
- Qualitative metrics not included

Section IV.B.5, Desirable Specifications (200 Total Points)

	PK Public Relations	Tripepi Smith and Associates, Inc.
Offeror Points	200	143.33

Specifications:

Outreach Strategies
• The contractor will have experience leading, strategizing, and designing outreach strategies. The Offeror may provide examples of outreach material developed for clients showing subject matter expertise in water conservation.

Social Media
• The contractor will serve as the social media manager for the WCO including Facebook, Instagram, NextDoor, and monitoring for new opportunities. The Offeror may submit a social media plan showcasing expertise in areas such as: subject matter, local trends and issues, or innovative and highly impactful programs. The plan may also include tie-ins to ongoing WCO initiatives such as the 5-Year Water Conservation Plan Addendum and the WCO scorecard.

Other Outreach Outlets
• The contractor will serve as lead in planning and research for print, radio and television media. The Offeror may submit samples of print, radio, and/or television work showcasing work with public agencies.

• The contractor will serve as an integral team member in the planning, adaptation, implementation, and assessment of public meetings at least twice a year. The Offeror may submit a proposal for adapting public meetings, including collection of input, for the needs of social distancing.

Evaluation Factors:

• Examples of outreach strategies showing subject matter expertise in water conservation, if submitted, will be evaluated for relevance of the materials and projects to those being considered or conducted by the WCO.
• The Social Media Plan showcasing expertise in subject matter, local trends and issues, or innovative and highly impactful programs will, if submitted, be evaluated with an eye to the Offeror's knowledge and experience with water conservation, understanding of relevant local and professional trends, and experience in innovative and impactful campaigns.
• Tie-ins to ongoing WCO programs such as the 5-Year Water Conservation Plan Addendum and the WCO scorecard will be evaluated for suitability and Offeror knowledge.
• Examples of print, radio, and/or television work showcasing work with public agencies, if submitted, will be evaluated based on the quality and relevance of the work.
• The proposal for adapting public meetings for the needs of social distancing, if submitted, will be evaluated for suitability, thoroughness, and innovation.

PK Public Relations

The Evaluation Committee awarded PK Public Relations 200 points based on the Offeror's response.

- Numerous examples of relevant outreach experience
- Examples include social media outlets, radio, ads/graphics, television/video, and white papers
- Social media plan presented addresses rfp requirements
- Tie-ins to ongoing water conservation work in Santa Fe
- Experience with public meetings in Santa Fe
- Strategies addressed local trends

Tripepi Smith and Associates, Inc.

The Evaluation Committee awarded Tripepi Smith and Associates, Inc. 143.33 points based on the Offeror's response.

- Numerous examples of relevant outreach experience
- Examples include social media outlets, radio, ads/graphics, and television/video.
- No ties to ongoing water conservation work in Santa Fe
- No public meeting experience demonstrated

Section IV. C, Business Specifications

Section IV.C.1, Letter of Transmittal (Pass/Fail)

	PK Public Relations	Tripepi Smith and Associates, Inc.
Pass/Fail	**Pass**	**Pass**

Specifications:

The Offeror's proposal must be accompanied by the Letter of Transmittal Form located in APPENDIX D. The form must be completed and must be signed by the person authorized to obligate the company. Failure to respond to ALL items, as indicated in Section II.C.30 and APPENDIX D, and to return a signed, unaltered form will result in Offeror's disqualification.

Evaluation Factors:

Pass/Fail only. No points Assigned.

Section IV.C.2, Signed Campaign Contribution Disclosure Form (Pass/Fail)

	PK Public Relations	Tripepi Smith and Associates, Inc.
Pass/Fail	**Pass**	**Pass**

Specifications:

The Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror's proposal. This must be accomplished whether or not an applicable contribution has been made. (See APPENDIX B). Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.

Evaluation Factors:

Pass/Fail only. No points Assigned.

Section IV.C.3, Costs (100 Total Points)

	PK Public Relations	Tripepi Smith and Associates, Inc.
Offeror Points		

Specifications:

Offerors must complete the Cost Response Form in APPENDIX C.

Evaluation Factors:

Cost will be measured by formula:

$$\frac{\text{Lowest Responsive Offeror's Cost}}{\text{Each Offeror's Cost}} \times \text{Available Award Points}$$

PK Public Relations

The Evaluation Committee awarded PK Public Relations 100 points based on the Offeror's response.

- Annual Cost = $74,200

Tripepi Smith and Associates, Inc.

The Evaluation Committee awarded Tripepi Smith and Associates, Inc. 62 points based on the Offeror's response.

- Annual Cost = $119,440

Section IV.C.4, NM Preferences

	PK Public Relations	Tripepi Smith and Associates, Inc.
NM Business Preference	98.6	0
NM Veterans Preference	n/a	n/a

Specifications:

The City shall award additional 10% of the total weight of all the factors used in evaluating the proposal to a local resident business. The City shall award an additional 6% of the total weight of all the factors used in evaluating the proposal to a non-local resident business who has hired all local resident business subcontractors.

The maximum available local preference shall be 10%.

Evaluation Factors:

When the City makes a purchase using a formal request for proposal process and the contract is awarded based on a point-based system, the City shall award additional point's equivalent to 10% of the total possible points to a local resident business. The City shall award an additional 6% of the total possible points to a business who has hired all local resident business subcontractors.

PK Public Relations

Offeror submitted NM Resident Business Certificate. Offeror was awarded 98.7 Points.

Tripepi Smith and Associates, Inc.

Offeror did not submit NM Preference Certificate. Offeror awarded zero (0) points.

Public Relations and Public Outreach for the Water Conservation Office

RFP # 21/20/P **Evaluation Summary**

	PK Public Relations	Tripepi Smith and Associates
Section IV.B 1. Technical Specifications Organizational Experience (350 Points)	340	306.67
Section IV.B 2. Technical Specifications Organizational References (0 Points)	n/a	n/a
Section IV.B 3. Technical Specifications Oral Presentation (0 Points)	n/a	n/a
Section IV.B 4. Technical Specifications Mandatory Specification (350 Points)	346.67	306.67
Section IV.B 5. Technical Specifications Desirable Specification (200 Points)	200	143.33
Section IV.C 1. Business Specifications Letter of Transmittal (Pass/Fail)	Pass	Pass
Section IV.C 2. Business Specifications Signed Campaign Disclosure Form (Pass/Fail)	Pass	Pass
Section IV.C 3. Business Specifications Cost (100 Points)	100	62
Section IV.C 4. Business Specifications New Mexico Resident Business Preference 10%	98.7	0
Section IV.C 4. Business Specifications New Mexico Resident Veteran Preference 10%	n/a	n/a
TOTAL POINTS AWARDED	**1085.37**	**818.67**

Evaluation Committee Recommendation

Based on the Evaluation Committee's evaluation of the proposals submitted, as detailed above, the committee respectfully recommends awarding a contract to perform the scope of work as outlined in the Public Relations and Public Outreach for the Water Conservation Office RFP #21/20/P to the proposal receiving the highest scores along the natural point-break; PK Public Relations; subject to agreement between the City of Santa Fe Water and the selected Offerors. Awarding a contract to the recommended Offeror(s) is in the best interest and is most advantageous to the State, the Agency, and Agency clients.

Committee Signature Approval [**Only** Evaluation Committee, Procurement Manager and the Chief Procurement Officer sign the report. Add signature lines as necessary for additional Evaluation Committee names.]

Christine Chavez

Christine Chavez — Date
Evaluation Committee Member

Maya Martinez
Maya Martinez (Apr 7, 2021 11:47 MDT)

3/31/21

Maya Martinez — Date
Evaluation Committee Member

John Del Mar
John Del Mar (Apr 7, 2021 12:22 MDT)

John Delmar — Date
Evaluation Committee Member

Parry Andrew Erdmann
Parry Andrew Erdmann (Apr 7, 2021 11:49 MDT)

Andrew Erdmann — Date
Procurement Manager

Chief Procurement Officer Signature Approval

Fran Dunaway

3/31/21

Fran Dunaway — Date
Chief Procurement Officer
City of Santa Fe

PK PR 2021 PSA packet

Final Audit Report 2021-04-07

Created:	2021-04-07
By:	Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAtQw9HZYaYobXGai2q5zXQbGHeWteaUKW

"PK PR 2021 PSA packet" History

Document created by Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
2021-04-07 - 5:19:49 PM GMT- IP address: 63.232.20.2

Document emailed to Fran Dunaway (fadunaway@ci.santa-fe.nm.us) for signature
2021-04-07 - 5:20:48 PM GMT

Email viewed by Fran Dunaway (fadunaway@ci.santa-fe.nm.us)
2021-04-07 - 5:21:42 PM GMT- IP address: 104.47.65.254

Document e-signed by Fran Dunaway (fadunaway@ci.santa-fe.nm.us)
Signature Date: 2021-04-07 - 5:22:40 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2021-04-07 - 5:22:40 PM GMT

Item#_____
Munis Contract# 3202620_

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT
REQUEST FOR PROPOSALS ONLY

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

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

A. The Contractor shall perform the following work:

1) The Contractor will maintain and develop outreach efforts for the Water Conservation Office (WCO) and work with staff to develop strategies consistent with the goals and priorities of the office.

a) *Outreach Strategies:*
The contractor will serve as the primary expert and lead in strategizing, designing, and implementing the following WCO's outreach strategies:

i. Media Strategy – the contractor will bring expertise in media strategies and will work with staff to develop and plan campaigns for various WCO priorities and projects and to roll them out across the outreach platforms available to the WCO.

ii. Reporting – the contractor will provide monthly and quarterly reports of ongoing outreach projects, including social media and https://www.savewatersantfe.com and their effectiveness in metrics appropriate to each media.

b) *Website*
The WCO website, httpd://www.savewatersantafe.com is independent of the City's website and is used to disseminate information about ongoing water conservation priorities, to collect public input, and to manage the submission of rebate applications. The website is well established and the goal is to maintain and continue to improve the existing site as follows:

i. Hosting – the contractor will manage the hosting of https://www.savewatersantafe.com

ii. Design – the contractor will work with the existing website design and make additions and changes as needed to maintain alignment with evolving office priorities.

iii. Content – development of content promoting with themes, projects, and priorities identified by the WCO including photos, text video, links, and other media support as needed.

iv. Support – the contractor will provide support to address technical issues with the website as they arise.

v. Planning – the contractor will provide support to address technical issues with the website as they arise.

vi. Rebate Submittals – one of the core missions of the WCO is the rebate program which allows water customers to receive rebates for eligible appliance and irrigation equipment purchases. The contractor will support a rebate application portal so that customers can apply for rebates and upload documentation online.

vii. Public Input Submittals – the website collects public input through general submissions and, at times, through specific questionnaires. The contractor will provide the technical support to collect public input and provide it to staff.

c) Social Media

The WCO uses social media to make information about conservation programs including rebates, educational opportunities, public meetings, notices restrictions (time of day or drought), and general water conservation related content. The goal is to maintain the visibility of the WCO through various platforms to reach as large and diverse a group of Santa Feans as possible.

i. Facebook – develop content in coordination with current WCO themes and goals, post frequently and remain responsive to comments and questions.

ii. Instagram – develop content in coordination with current WCO themes and goals, post frequently and remain responsive to comments and questions.

iii. NextDoor – monitor the WCO NextDoor account and ongoing neighborhood discussions in Santa Fe to find opportunities for WCO to reach out to Home Owner Association's (HOA's) and neighborhood communities.

iv. Social Media Expansion – the contractor shall maintain an understanding of the social media market and shall provide direction as new social media tools – either through existing outlets or new ones – provide opportunities for the WCO.

d) Other Outreach Outlets

The contractor will lead in all aspects of media outreach including print, radio and television. The contractor will also provide support with the design, implementation, and assessment of public meetings or their socially distanced equivalent.

i. Develop Content – The contractor, working with WCO staff, will develop print, radio, and television content consistent with other outreach efforts and in alignment with WCO priorities.
ii. Media Planning and Research – the contractor will be responsible for planning, researching, and identifying suitable media outlets and determining appropriate levels of investment for the WCO.
iii. Public Meetings – The WCO holds occasional public meetings, including at least two in July related to the Five-Year WCO plan. The contractor will assist in planning, adapting, conducting, and evaluating the effectiveness and input collected from these meetings.

2. Compensation.

A. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed two hundred fifty four thousand seven hundred ninety one dollars and twenty seven cents ($254,791.27) as described in Exhibit A attached hereto, for the term of this Agreement.

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 twelve thousand three hundred sixty six dollars ($12,366) in (FY2020) through (FY2021) The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling six thousand two hundred sixty dollars and sixty three cents ($1,043.38) shall be paid by the City to the Contractor.

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 seventy four thousand two hundred dollars ($74,200) in (FY2021) through (FY2022). The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling six thousand two hundred sixty dollars and sixty three cents ($6,260.63) shall be paid by the City to the Contractor.

3) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of seventy four thousand two hundred dollars ($74,200) in (FY2022) through (FY2023). The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling six thousand two hundred sixty dollars and sixty three cents ($6,260.63) shall be paid by the City to the Contractor.

4) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of seventy four thousand two hundred dollars ($74,200) in (FY2023) through (FY2024). The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling six thousand two hundred sixty dollars and sixty three cents ($6,260.63) shall be paid by the City to the Contractor.

B. Payment in future fiscal years 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, a,260nd 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 **6/30/24** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

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

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Council, this Agreement shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

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

8. Subcontracting.

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

9. Release.

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

10. Confidentiality.

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this

Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

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

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

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

13. Amendment.

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

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

14. Entire Agreement.

This Agreement, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this Agreement, and the related Exhibits and Schedules, the statements in the body of this Agreement shall control.

15. Penalties for violation of law.

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

19. Professional Liability Insurance.

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

20. Other Insurance

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

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.

D. 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:
Water Division Director
801 W. San Mateo
Santa Fe, NM 87505

To the Contractor:
PK Public Relations
Attn: Lynn Komer
112 Sol y Lomas
Santa Fe, NM 87505

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:_____

CONTRACTOR:

_____
NAME

_____
TITLE

DATE:_____
CRS#_____

Registration # _____

ATTEST:

_____
KRITINE BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE

Marcos Martinez
Marcos Martinez (Apr 14, 2021 15:52 MDT)
_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY MCCOY, FINANCE DIRECTOR

5050382.510310
Org. Name/Org#.

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

e) 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

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		

ACTION SHEET PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 04/12/2021
ISSUE NO. 8f 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
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on Consent Agenda to forward to 4/19/2021 Finance Committee
SPECIAL CONDITIONS OR AMENDMENTS:
STAFF FOLLOW UP:

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

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

f) 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

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		

ACTION SHEET PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 04/12/2021
ISSUE NO. 8g 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
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on Consent Agenda to forward to 4/19/2021 Finance Committee
SPECIAL CONDITIONS OR AMENDMENTS:
STAFF FOLLOW UP:

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

City of Santa Fe, New Mexico
Memorandum

DATE: **March 26, 2021**

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

VIA: **Shannon Jones, Public Utilities Department Director** SJ

FROM: **Michael Dozier, Wastewater Management Division Director** MD

ITEM AND ISSUE:

Request for the Approval of Wastewater Digester Project engineering construction and design contract with HDR. Amendment #5, for an extension of time and funding to complete the Digester Project. Pursuant to NMSA 1978 § 13-1-150.6 (a), the Agreement term shall be Amended for a period not to exceed the requisite time for the project completion and a subsequent warranty period; Request approval of the BAR Budget Increase in the amount of $190,579.
Michael Dozier, mldozier@santafenm.gov 505-577-1132

BACKGROUND AND SUMMARY:

Construction of CIP #950 has been under way since August 2019, and has a construction budget of approximately $l4MM. The original PSA with HDR is dated April 29, 2015 and included under terms and agreements, to provide Engineering, Design, and consulting services for the City. The contract had been previously amended for schedule extensions and an increase in budget. HDR has provided reviews of shop drawing submittals, requests for information, change order requests, project overview/management, and other engineering items.

Pandemic closures including inabilities of travel for subcontractors from foreign countries and other states created issues delaying construction causing added time to complete the project. Compounding issues internal project overview staff changes due to retirements created delays. Although the new digesters are online, completion of the project has been put on hold for the majority of 2020.

Completion costs described below:

Description	Fee (excluding NMGRT)
Digester Start-up operations, electrical support, site civil, extended construction related services to date, record drawings (Lump Sum)	89,725.00
Belt Filter Press 3 Contract Fee Transfer (Lump Sum)	11,928.06
Digester Remaining Fee to Invoice (Lump Sum)	3,192.44
Additional extended construction support 2021 (Lump Sum Allowance)	70,904.00
Total Amendment cost	**175,749.50**

PROCUREMENT METHOD:

Procurement method: Construction Bid

FUNDING SOURCE:

Fund Name/Number: WWMD Enterprise Fund/Fund 500/Cash Balance

BAR FUNDS TO:

Munis Org Name/Number: WW Engineering/5000
Munis Object Name/Number: $190,579 inclusive of nmgrt

ACTION REQUESTED:

Wastewater Management Division respectfully requests your review and approval of Amendment #5 In the amount of $175,750.00+NMGRT, including an extension of one year to the contract. Pursuant to NMSA 1978 § 13-1-150.6 (a), the Agreement term shall be Amended for a period not to exceed the requisite time for the project completion and a subsequent warranty period. Request approval of the BAR Budget Increase in the amount of $190,579.

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

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

DEPARTMENT / DIVISION NAME	DATE
PUD/Waste Water/ CIP	3/12/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WWMD CIP Engineering	5000375	572960		190,579	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 190,579	$ -

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

Budget Increase from Cash Balance in WWMD Enterprise Fund for to fund

to HDR contract amendment #5 for FY 19/20.

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
500	(190,579)
TOTAL:	**(190,579)**

Maya Martinez 3/12/2021
Prepared By *{print name}* Date

Michael Dozier (Mar 12, 2021 11:45 MST) 3/12/2021
Division Director Signature *{optional}* Date

Shannon Jones
Department Director Signature Date

{Use this form for Finance Committee/ City Council agenda items ONLY}

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

AJH AJH (Mar 12, 2021 13:28 MST)
Budget Officer Date

Finance Director *{≤ $5,000}* Date

City Manager *{≤ $60,000}* Date

CITY OF SANTA FE
AMENDMENT No. 5 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM #16-0026, #16-0528, #17-0056, #18-0611,#19-0551

AMENDMENT No. 5 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated January 15, 2016 (the "Agreement"), between the City of Santa Fe (the "City") and HDR Engineering, 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, the Contractor has agreed to provide Engineering, Design and Consulting services for the City;

B. Pursuant to NMSA 1978 § 13-1-150.6 (a), the Agreement term shall be Amended for a period not to exceed the requisite time for the project completion and a subsequent warranty period; and

C. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES:

Article 1 of the Agreement is amended so that Exhibit "I", attached hereto, is included in the contract.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of

compensation by a total of one hundred seventy five thousand seven hundred forty nine dollars and fifty cents ($175,749.50) plus applicable gross receipts tax as described in Exhibit "I" attached hereto, so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed one million two hundred fifty two thousand nine hundred sixty two dollars and sixty four cents ($1,252,962.64), plus applicable gross receipts taxes.

3. TERM.

Article 5 of the Agreement is amended to extend the term of the Agreement from June 30, 2020 to December 31, 2021, so that Article 5 reads in its entirety as follows:

This Agreement shall terminate on December 31, 2021 unless terminated pursuant to Paragraph 6, infra.

4. AGREEMENT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No.5 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE:

CONTRACTOR:
HDR ENGINEERING, INC.

Aaron Meilleur

NAME & TITLE Vice President

DATE: Apr 1, 2021

CRS# 02-154898-00-6
City of Santa Fe Business Registration
15-00003460

ATTEST:

KRISTINE BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Mar 30, 2021 14:12 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY, FINANCE DIRECTOR

5000375.572960 AL
Business Unit/Line AL

HDR #5

Exhibit I

Scope of Services

The scope of services included in this request consists of the additional effort for digester start-up and operations support, extended construction duration resulting from the COVID-19 pandemic, cogeneration electrical system design revisions, site civil design modifications and the completion of the construction phase.

The extended construction duration to date includes the following activities

- Additional construction coordination meetings
- Extended project management
- Additional review of change requests and pay applications
- Coordination for City requested system modifications

Other activities not anticipated in the original scope of services includes the following:

- Digester start-up plan development and operations support including field support from HDR certified operators, review of data, and coordination meetings, and design modifications for digester gas has supports
  Site civil design revisions and coordination
- Cogeneration power electrical revisions including review of PNM related design concepts and alternate power sources for cogeneration electrical panels
  Cogeneration gas supply coordination and design modifications

A summary of the requested fee associated with these additional activities is provided below. The 2021 extended construction support scope of services includes the following activities:

- Project administration
- Coordination with HDR team members, the City, and Contractor
- Weekly construction coordination meetings through end of April 2021
- Change request, change order, and pay application review
- Cogeneration regulator coordination and field modification

- Electrical coordination and assistance, as needed, regarding cogeneration start-up and testing

Assumptions, Clarifications and Exclusions:

- The proposed additional services and extended construction support does not include any warranty reviews, warranty claims, or warranty resolution.
- The proposed additional services and extended construction support does not include construction claims or associated dispute resolution

Fee Summary

The following table provides a summary of additional costs incurred to date, remaining fee due for the belt filter press 3 project to be transferred and paid as part of the digester project, and a lump sum fee allowance for extended construction support to complete the cogeneration project and remaining punch list items. The costs summarized below exclude New Mexico Gross Receipts Tax (NMGRT)

Description	Fee (excluding NMGRT)
Digester Start-up operations, electrical support, site civil, extended construction related services to date, record drawings (Lump Sum)	89,725.00
Belt Filter Press 3 Contract Fee Transfer (Lump Sum)	11,928.06
Digester Remaining Fee to Invoice (Lump Sum)	3,192.44
Total Lump Sum Due	**104,846**
Additional extended construction support 2021 (Lump Sum Allowance)	70,904

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3200883

Contractor: **HDR Engineering Inc.**

Description: **Engineering Design and consulting Digester project**

PL# WWM195000A

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ☉

Term Start Date: **1/13/16** Term End Date: **6/30/20**

☑ Approved by Council Date: **1/13/16**

Contract / Lease:

Amendment # **5** to the Original Contract / Lease # **16-0026**

Increase/(Decrease) Amount $ $175,749.50

Extend Termination Date to: **12/31/21**

☑ Approved by Council Date: **Pending**

Amendment is for: additional scope to complete project and term extension.

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

$722,528.14 Contract# 16-0026 Termination Date: 12/31/2017 Reason: Original Contract
$0.00 Amendment # 1 #16-0528 Termination Date:NA Reason: Correct Address and Contractor
$131,300.00 Amendment #2 #17-0056 Termination Date: 6/30/2018 Reason:Increase scope,comp, and term
$0.00 Amendment #3 #18-0611 Termination Date:6/30/2019 Reason:increase term
$223,385.00 Amendment #4 #19-0551 Termination Date: 6/30/2020 Reason:Increase scope, com

3. **Procurement History:** **RFP 16/01/P 9/7/15**

Fran Dunaway (Apr 6, 2021 16:29 MDT) Apr 6, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: Can extend pursuant to 13-1-150.6 a. to extend for completion of construction project

4. **Funding Source:** **N/A** **Org / Object:** **5000375.572960**

Alexis Lotero (Apr 5, 2021 17:37 MDT) Apr 5, 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: HDR Engineering Inc.

Procurement Title: Consultant Serylces for Paseo Real Wastewater Treatment Plan Anaerobic Digester Project
Procurement Method: State Price Agreement ☐ *Cooperative* ☐ *Sole Source* ☐ *Other* ☐ _____

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

Department Requesting Public Utilities Dept WWMD Staff Name Mike Dozier

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)
☐	☒ X	State Price Agreement
☐	☒	RFP
☐	☒	Evaluation Committee Report
☐	☒	ITB
☐	☒	Bib Tab
☐	☒	Quotes (3 valid current quotes)
☐	☒	Cooperative Agreement
☐	☒	Sole Source Request and Determination Form
☐	☒	Contractors Exempt Letter
☐	☒	Purchasing Officers approval for exempt procurement
☒	☐	BAR
☐	☒	FIR
☒	☐	Executed Contract, Agreement or Amendment
☒	☐	Current Business Registration and CRS numbers on contract or agreement
☒	☐	Summary of Contracts and Agreements form
☒	☐	Certificate of Insurance
☒	☐	All documentation presented to Committees
☐	☐	Other: _____

Michael Dozier (Mar 12, 2021 11:43 MST)

Wastewater Management Division Director 3/12/2021

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

Fran Dunaway

Fran Dunaway (Apr 6, 2021 10:29 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

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

BUSINESS REGISTRATION

Business Name: HDR ENGINEERING INC
DBA: HDR ENGINEERING INC

Business Location: 1917 S 67TH STREET
OMAHA, NE 68106

CRS Number: 02154898006

Owner: JOSEPH COX

License Number: 227005

License Type: Business License - Renewable

Issued Date: January 26, 2021

Classification: Out of Jurisdiction Business License

Expiration Date: January 26, 2022

Fees Paid: $10.00

HDR ENGINEERING INC
1917 S 67TH STREET
OMAHA, NE 68106

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): 05/19/2020

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 Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com
INSURED HDR Engineering, Inc. 1917 South 67th Street Omaha, NE 68106	INSURER A : Liberty Mutual Fire Insurance Company — NAIC # 23035 INSURER B : Ohio Casualty Insurance Company — 24074 INSURER C : Liberty Insurance Corporation — 42404 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** W16482011 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:	Y	Y	TB2-641-444950-030	06/01/2020	06/01/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y	Y	AS2-641-444950-040	06/01/2020	06/01/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 2,000,000 $ $ $ $
B	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0	Y	Y	EUO (21) 57919363	06/01/2020	06/01/2021	EACH OCCURRENCE AGGREGATE [ ]	$ 5,000,000 $ 5,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: No (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WA7-64D-444950-010	06/01/2020	06/01/2021	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

Certificate Holder is named as Additional Insured on General Liability, Automobile Liability and Umbrella Liability on a primary, non-contributory basis where required by written contract. Waiver of Subrogation applies on General Liability, Automobile Liability, Umbrella Liability and Workers Compensation where required by written contract and as permitted by law. Umbrella policy follows form of the underlying General Liability, Automobile Liability, Employers Liability.

CERTIFICATE HOLDER

CITY OF SANTA FE, NEW MEXICO
ATTN: BRYAN ROMERO, ENGINEERING DIVISION MNGR.
2651 SIRINGO ROAD, BUILDING H
SANTA FE, NM 87505

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Alicia J. Pavelko

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Midwest, Inc.	NAMED INSURED HDR Engineering, Inc. 1917 South 67th Street Omaha, NE 68106
POLICY NUMBER See Page 1	
CARRIER See Page 1 / NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

ENGINEERING SERVICES FOR PASEO REAL WASTEWATER TREATMENT PLANT ANAEROBIC DIGESTER PROJECT CIP #950, RFP 16/01P.

ADDITIONAL INSURED: THE CITY OF SANTA FE

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SR ID: 19631312 BATCH: 1684684 CERT: W16482011

CERTIFICATE OF LIABILITY INSURANCE

6/1/2021

DATE (MM/DD/YYYY) 5/20/2020

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 Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED 1429583 HDR ENGINEERING, INC. 1917 SOUTH 67TH STREET OMAHA NE 68106	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Lexington Insurance Company — 19437 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES * **CERTIFICATE NUMBER:** 14728156 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ XXXXXXX
							MED EXP (Any one person)	$ XXXXXXX
							PERSONAL & ADV INJURY	$ XXXXXXX
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ XXXXXXX
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$ XXXXXXX
	☐ OTHER:							$
	AUTOMOBILE LIABILITY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident)	$ XXXXXXX
	☐ ANY AUTO						BODILY INJURY (Per person)	$ XXXXXXX
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ XXXXXXX
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
	☐ UMBRELLA LIAB ☐ OCCUR			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$ XXXXXXX
	☐ DED ☐ RETENTION $							$ XXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			NOT APPLICABLE			☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A (Mandatory in NH)						E.L. EACH ACCIDENT	$ XXXXXXX
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ XXXXXXX
							E.L. DISEASE - POLICY LIMIT	$ XXXXXXX
A	ARCH & ENG PROFESSIONAL LIABILITY	N	N	061853691	6/1/2020	6/1/2021	PER CLAIM: $1,000,000 AGGREGATE: $1,000,000	

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

ENGINEERING SERVICES FOR PASEO REAL WASTEWATER TREATMENT PLANT ANAEROBIC DIGESTER PROJECT CIP #950, RFP 16/01P.

CERTIFICATE HOLDER

14728156
CITY OF SANTA FE, NEW MEXICO
ATTN: BRYAN ROMERO, ENGINEERING DIVISION MNGR
2651 SIRINGO ROAD, BUILDING H
SANTA FE NM 87505

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Joseph M Agnello

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ITEM # 16-0026

CITY OF SANTA FE

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe (the "City") and HDR Engineering, Inc. (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City and the Contractor, whichever occurs last.

1. SCOPE OF SERVICES

The Contractor shall provide the following services for the City:

A. Engineering design and consulting services, project management and construction oversight as specified in Exhibit "A" for CIP Project Number 950, PASEO REAL WASTEWATER TREATMENT PLANT ANAEROBIC DIGESTER PROJECT.

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that it possesses the experience and knowledge necessary to perform the services described under this Agreement.

B. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

3. COMPENSATION

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed seven hundred twenty two thousand five hundred twenty eight dollars and fourteen cents ($722,528.14), plus applicable gross receipts taxes.

Payment shall be made for services actually rendered in accordance with Exhibit "C" Fee Schedule.

B. The Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums paid under this Agreement.

C. Payment shall be made upon receipt, approval and acceptance by the City of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed and accepted by the City.

4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this Agreement shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and shall terminate on December 31, 2017, unless sooner pursuant to Article 6 below.

6. TERMINATION

A. This Agreement may be terminated by the City upon 30 days written notice to the Contractor.

(1) The Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the City original copies of

all work product, research or papers prepared under this Agreement.

(2) If compensation is not based upon hourly rates for services rendered, therefore the City shall pay the Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination, and for which compensation has not already been paid.

(3) If compensation is based upon hourly rates and expenses, Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

7. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement.

B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by Contractor in the performance of the services under this Agreement.

C. The Contractor shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this Agreement.

8. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in

the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

9. CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

10. ASSIGNMENT; SUBCONTRACTING

The Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the City. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City.

11. RELEASE

The Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City to any obligation not assumed herein by the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. INSURANCE

A. The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

B. Contractor shall also obtain and maintain Workers' Compensation insurance, required by law, to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the City with evidence of its compliance with such requirement.

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

13. INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all attorneys' fees and

costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Contractor's performance under this Agreement as well as the performance of Contractor's employees, agents, representatives and subcontractors.

14. NEW MEXICO TORT CLAIMS ACT

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

15. THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

16. RECORDS AND AUDIT

The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

18. AMENDMENT

This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

19. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

20. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age,

religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

21. SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

22. NOTICES

Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

City of Santa Fe:
Wastewater Management Division
73 Paseo Real
Santa Fe, New Mexico 87507

Contractor:
HDR Engineering, Inc
Attn: Peter Brakenhoff,P.E.
2155 Louisiana NE, Suite 9500
Santa Fe, NM 87110

23. EXHIBITS

The following Exhibits are attached to and made a part of this agreement:

Exhibit A – Scope of Work
Exhibit B – Project Schedule
Exhibit C – Fee Schedule
Exhibit D – Insurance Certificate

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF SANTA FE:

JAVIER M. GONZALES, MAYOR

DATE: 11/5/16

CONTRACTOR:
HDR ENGINEERING, INC.

NAME AND TITLE DAVID SKINNER
AREA OPERATIONS MANAGER/
VICE PRESIDENT

DATE: 2/16/16

CRS# 02-154898-00-6
City of Santa Fe Business
Registration # 15-00003460

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
CC mtg. 1/13/16

APPROVED AS TO FORM:

11/16/15
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

1-20-2016
OSCAR RODRIGUEZ, FINANCE DIRECTOR

52468.572960

EXHIBIT A – Scope of Services
City of Santa Fe Wastewater Treatment Plant Anaerobic Digester Improvements

Part A - Further Description of Basic Services

The basic scope of services described in this exhibit will be provided for the City of Santa Fe Paseo Real Wastewater Treatment Plant (WWTP) Anaerobic Digester Project (CIP #950). The scope of services is based on the design of 2 new anaerobic digesters and associated equipment building to provide sludge treatment that will meet the City's (Owner) NPDES permit Class B sludge requirements. HDR Engineering, Inc.(Engineer) will provide all necessary disciplines to meet all local, federal, state Codes. The intent is to provide a sludge facility that will consist of the following main elements:

- Two concrete tanks capable of treating 65,000 gallons of thickened waste activated sludge per day
- Floating covers
- Equipment building for associated sludge treatment equipment that will blend with existing architectural style at the treatment plant
- The main anaerobic digester equipment will consist of the following:
    - Sludge transfer pumps
    - Recirculating sludge pumps and grinders
    - Hot water boiler and associated equipment with capability to use digester methane gas
    - Sludge mixing equipment
    - Heat exchanger
    - Hot water pumps
    - Digester flare
- Telemetry and Supervisory Control and Data Acquisition (SCADA) capability

The required sludge facility elements, types, and sizes will be determined as part of design related activities including active dialogue and collaboration with Wastewater Management Division Staff. Appropriate system redundancy will also be incorporated in design efforts to allow units to be taken out of service and maintain operation of the digester facility.

The following is a summary of the project tasks that will be completed as part of the scope of services:

1. Project Management Work Plan, Meetings, Coordination, and Project Management
2. Pre-Design
3. Conceptual Design (30%)
4. Preliminary Design (60%)
5. Pre-Final Design
6. Final Design
7. Bidding
8. Construction Management

A more detailed description of the activities associated with these tasks is included below.

EXHIBIT A – Scope of Services
City of Santa Fe Wastewater Treatment Plant Anaerobic Digester Improvements

1. Project Management Work Plan, Meetings, Coordination, and Project Management

This task consists of the overall management of the project and will include: development and implementation of a project management plan; management of the project goals and objectives; monitoring and control of the project scope of work, budget, and schedule; management and coordination of HDR resources including staff scheduling; implementation of HDR's QA/QC program consisting of quality control reviews of all technical deliverables by senior technical staff; and preparation of monthly invoices and associated monthly progress reports.

The Project Management Plan will be developed in collaboration with the project stakeholders by preparing a DRAFT Work Plan for review and comment and a Final Work Plan that incorporates applicable review comments. The Project Management Plan will include the following:

1. Project description, summary of work and deliverables, project schedule
2. Project team, organization, and responsibilities
3. Communication protocols, documentation, meetings and workshops
4. Summary of approach to complete project
5. Summary of Quality control plan
6. Summary of project accounting and administration

Coordination efforts will also consist of verbal and written correspondence with the City of Santa Fe throughout the project including monthly coordination meetings by conference call or meetings in person throughout the duration of the project. A monthly summary of activities will be included with monthly invoicing.

2. Pre-Design Phase - Basis of Design:

The initial phase of the project design will consist of establishing the basis of design in collaboration with City staff. This task will also consist of completing a geotechnical analysis and survey that will be required to complete subsequent design tasks. The geotechnical investigation and survey will be completed during this phase of the project based on the digester site location identified by the City. The following is a summary of the activities for this task:

1. Prepare Basis of Design Technical Memorandum
2. Conduct Geotechnical Investigation
3. Conduct Design Survey

2.1. Geotechnical Investigation

HDR's geotechnical subconsultant will conduct a geotechnical investigation for the new digester facility to determine subsurface conditions required for structural design and construction recommendations. The geotechnical investigation will involve a review of all available geotechnical investigations from previous projects at the treatment plant and completion of an on-site investigation. The geotechnical services include:

a. Drilling exploratory borings at the proposed digester facility location identified by the City. The borings will be installed using a truck-mounted drill rig. It is anticipated that up to 5 borings will be installed at a depth from 40 to 70 feet and the actual depths may vary depending on field conditions and final depth of planned infrastructure.
b. Findings will be summarized in a geotechnical report. The report will include a description of the work performed, a discussion of site conditions and recommendations for structural design and construction.

2.2. Design Survey

HDR's survey subconsultant will complete a survey that will include topographic surveying in the area of proposed site location and utility mapping of surface features (e.g., manhole lids, water meter cans) to be incorporated in site plan information. Elevations of relevant structures needed for design will also be obtained during the field survey.

2.3. Basis of Design Technical Memorandum (TM)

This task will consist of establishing design criteria for the new digester facility through active dialogue and collaboration with City staff. This task will consist of the following activities:

a. Review and evaluation of historical operations data including thickened sludge flows and performance characteristics of the existing digesters including volatile suspended solids destruction and detention time
b. Process analysis using historical operations data to determine recommended digester sizing including estimated gas generation rates
c. Evaluation of operational procedures for solids handling
d. Evaluation of proposed site location and other location alternatives. This will include design considerations such as the demolition of the existing abandoned clarifier structure, location of existing yard piping, and potential corridors for new process and utility piping. Conceptual architectural elevations of the new facility will also be evaluated to match existing architecture.
e. Complete site civil and storm drainage evaluation and recommendations
f. Perform hydraulic calculations required to determine design considerations for the location and depths of the proposed digesters and equipment building with consideration of maximizing gravity flow if possible.
g. Identify and evaluate digester mixing alternatives
h. The City has identified floating covers as a requirement but HDR will also complete an evaluation of fixed and floating covers to document the proposed cover configuration. Evaluate equipment alternatives and select preferred alternative. Obtain manufacturer's information and data sheets for major equipment items. Establish design and performance criteria and select equipment. Review options and select materials of construction.
i. Perform preliminary mechanical, electrical, and structural calculations required for the design of the facility.
j. Develop preliminary opinion of probable construction cost and probable annual operations and maintenance costs.
k. Evaluation of alternatives for the use of digester methane gas including a fuel source for the boiler and the possibility of power generation
l. Evaluation of options to mitigate a corrosive environment for equipment. In areas where a harsh corrosive environment cannot be mitigated then the appropriate selection of material and equipment to function and withstand the environment will be specified
m. Evaluate equipment monitoring and process control options to determine required instrumentation and control (I&C) and SCADA capability.

The activities above will be summarized in a technical memorandum (TM). The TM will include the following sections:

1. Design Objectives and Criteria
2. Applicable Codes and Regulation
3. Hydraulic Analysis
4. Digester Covers

5. Digester Mixing
6. Digester Heating Boiler System
7. Architectural/Structural Approach
8. Electrical
9. I&C
10. Summary Cost Estimate
11. Appendices: Equipment Data Sheets and Applicable Design Calculations

A project review work session will be completed with the City to review the DRAFT TM and obtain input from the City.

Deliverables: DRAFT and Final TM

3. 30% Conceptual Design

This task will consist of developing the design based on design cr iteria established in the Pre-Design phase. This will include the following tasks:

a. Preparation of conceptual drawings that will incorporate survey mapping and include:
b. Preliminary Site Plan
   1) Preliminary Yard Piping Plan
   2) Preliminary Primary Clarifier Demolition Plan
   3) Preliminary Digester and Building Layouts
   4) Preliminary Process and Instrumentation Diagrams (P&ID)
c. Geotechnical investigation report
d. Outline of anticipated Technical Specifications
e. Budget-level opinions of probable construction cost
f. City review and approval

4. 60% Preliminary Design

Upon approval and direction from City Staff, HDR will prepare a 60% submittal that incorporates the 30% review comments and will include the following:

a. Preliminary Construction Plans that will include the following:
   1) Site Civil and Utility Plans
   2) Process Plans
   3) Structural Plans
   4) Architectural Plans
   5) Mechanical Plans
   6) Electrical Plans
   7) Instrumentation and Control Plans
b. Preliminary Technical Specifications that correspond to CSI Division 16 format and relevant City specifications including preliminary construction sequence and proposed coordination with plant operations.
c. Opinion of probable construction cost
d. City review and approval

5. Pre-Final Design

Upon approval and direction from City Staff, HDR will prepare a 90% submittal that incorporates the 60% review comments and will include the following:

a. Detailed Construction Plans that will include the following:
   1) Site Civil (Grading and Drainage) and Utility Plans and Details
   2) Detailed Piping plans and profiles
   3) Process Plans and Details
   4) Structural Plans and Sections

5) Architectural Plans, Sections, Elevations, Schedules, and Details
6) Mechanical Plans, Schedules, Sections, and Details
7) Electrical Plans, One-line diagrams, schedules, and details
8) Instrumentation and Control Plans

b. Detailed Specifications consisting of Technical specifications and relevant City specifications to be included in Construction Contract Documents
c. City review of Construction Contract Documents
d. Refine Opinion of Probable Construction Cost
e. City review and approval

6. Final Design Phase (Plans, Specifications and Estimate Phase)

Upon approval and direction from City Staff, HDR will prepare a Final submittal that incorporates the review comments and will include the following:

a. Final Plans and Specifications
b. Final Opinion of Probable Construction Cost
c. City Review and final approval
d. Final Basis of Design Technical Memorandum

7. Bid Phase

This task phase will consist of assisting the City with bidding and will include the following activities:

a. Assist City with preparation of bid advertisement
b. Prepare pre-bid meeting agenda and attend pre-bid meeting
c. Prepare pre-bid meeting minutes
d. Answer questions from potential bidders regarding bidding documents
e. Prepare addenda
f. Attend bid opening
g. Tabulate bid results and prepare recommendation

Bid advertisement will occur electronically using the City's website with technical bidding documents (plans and specifications) being provided by HDR in electronic (PDF) file format. 10 hard copies of the bidding documents will also be provided.

8. Construction Management

This task will consist of assisting the City with construction administration services during construction activities and will include the following activities:

a. Engineer will conduct and lead the pre-construction conference
b. Engineer and resident project representative (RPR) will attend weekly construction meetings for a 9 month construction duration
c. Engineer will conduct weekly site visits for a 9 month construction duration on the same day as weekly construction meetings to perform general field oversight of Construction Contractor's (Contractor(s)) work while it is in progress.

1) Such visits by Engineer are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general oversight of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative. Based on information obtained during such visits and oversight, Engineer will determine in general if the Work is proceeding in accordance with the

Contract Documents, and Engineer shall keep Owner informed of the progress of the Work

2) The purpose of Engineer's visits to, and representation by the Resident Project Representative at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such general oversight of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. The Engineer shall not responsible for Contractor's failure to furnish or perform the Work, or any portion of the work, in accordance with the Construction Contract Documents.
3) Engineer or RPR will reject Work if, on the basis of Engineer or RPR's oversight, Engineer or RPR believes that such Work (a) is defective under the standards set forth in the Construction Contract Documents, (b) will not produce a completed Project that conforms to the Construction Contract Documents, or (c) will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. However, neither Engineer's or RPR's authority to reject Work nor Engineer's or RPR's decision to exercise or not exercise such authority shall give rise to a duty or responsibility of the Engineer or RPR to Contractors, Subcontractors, material and equipment suppliers, their agents or employees, or any other person(s) or entities performing any of the Work, including but not limited to any duty or responsibility for Contractors' or Subcontractors' safety precautions and programs incident to the Work.

d. Provide the services of a full-time RPR for a 9 month construction duration.

1) The RPR will oversight the progress and quality of the work being completed by the construction contractor to determine if the Work is proceeding in accordance with the Construction Contract Documents and provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents.
2) Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer or RPR shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall the RPR or Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Contractor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Contractor's work in progress, for the coordination of the Contractor's work or schedules, or for any failure of any Contractor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) shall not be responsible for Contractor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents,

e. Engineer will provide any necessary written clarification and interpretation relevant to questions or requests for information (RFIs) regarding the design and specifications during construction.

f. Engineer will prepare field orders, if required, authorizing design adjustments for minor variations of Construction Contract Document requirements.

1) Review all change order requests. Individually price all requests and compare contractor request. Facilitate successful negotiation of change orders; prepare change order documents.
2) Engineer will analyze and facilitate correction of design changes resulting from unforeseen or undisclosed field conditions, as well as revisions requested by Wastewater Management Division or Designer before they become critical to schedule.
3) RPR and Engineer will compile and update a report to Wastewater Management Division documenting all contract changes and costs to so that Wastewater Management Division has current information of total construction costs and budget allocation.

g. The Engineer will review and approve material and shop drawing submittals provided by the Contractor as required by the Construction Contract Documents to complete Contractor's work. Reviews will be completed for conformance with information given in the Construction Contract Documents and compatibility with the design concept of the completed project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto and will not relieve the Contractor from completing an independent review to make sure the installed system conforms to the Construction Contract Documents.

1) RPR will use Schedule of Shop Drawings and Submittals required to be submitted by Construction Contractor to develop and manage a tracking system.
2) RPR will collect all material and equipment shop drawings and submittals in electronic file PDF format and maintain a log of all material and equipment shop drawings and submittals including all relevant comments and dates to document Contractor submittal date, engineer review and comment date. One hard copy of the shop drawings and submittals will be provided by the Contractor as part of Construction Contract Documents.

h. The Engineer will review all change orders or change directives as required and make recommendations for approval or rejection.

i. The Engineer will assist with claims review resulting from disagreements between the Owner and Engineer with the Contractor and make formal written decisions denying or approving claims relating to acceptability of Contractor's work or interpretations of the requirements of the Construction Contract Documents pertaining to the execution, performance, or progress of Contractor's work. Claims assistance will not include any activities associated with any legal action that may result between the Owner and the Contractor resulting from a claim. Activities associated with legal action between the Owner and Contractor resulting from a claim will require the negotiation of additional scope and fee to be completed as an additional service.

j. The Engineer and RPR will review and approve monthly progress payments requests by the Contractor.

1) Engineer will verify New Mexico Gross Receipts taxes for construction are at correct rate and accurately computed.

2) Engineer and RPR review and approval of payment recommendations will be in writing and will constitute Engineer's and RPR representation to Owner, based on such observations and review, that, to the best of Engineer and RPR knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents)
3) Neither Engineer's or RPR review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

k. Engineer will prepare as-built (Record) drawings based on Contractor provided redline record drawings.
l. RPR will manage and maintain construction files including contractor construction material and shop drawing submittals, progress payments, change orders, and claims.
m. RPR will maintain all required construction management documentation in RPR field office. The RPR field office will be located in the Contractor construction trailer, which will be a condition of the Construction Contract Documents.
n. RPR and Engineer will receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values and make recommendations for revision and approvals.

1) RPR and Engineer will review and analyze Contractor's progress against original or updated construction schedule, comparing actual progress with scheduled activities and duration and advise the Owner and Contractor of need to update schedule.

o. Engineer will assist the City with obtaining, reviewing, and compiling all Construction Document forms, including signed Contracts, Contractor's insurance certificates and other relevant documents, required for execution of the Construction Contract. RPR will maintain executed Construction Contract Documents on file at the Wastewater Management Division including Contractor Notice to Proceed.
p. Engineer and RPR will conduct and lead weekly construction progress meetings to jointly discuss matters of procedures, progress, problems and scheduling; distribute meeting minutes within two working days after construction progress meeting.
q. RPR will document construction progress with digital photographs and videos (as needed), posting in electronic file library with backup of photo documentation in CD. RPR

will review photo documentation with Wastewater Management Division's professional staff on a monthly basis.

r. RPR will coordinate with the Owner and Contractor for all testing requirements. Both during construction and start-up.

1) RPR will coordinate quality control testing by third part Geotechnical company hired by Contractor.

s. RPR will provide weekly review and oversight of Contractor's record drawings to make sure the Contractor is updating and recording accurate information.

t. RPR will prepare a daily progress report to summarize construction activities completed. RPR will also provide a monthly progress report Wastewater Management Division that summarizes activities for previous month including progress of construction activities, resolved issues, decisions, disputes, claims, Contractor payments, remaining budget, change orders; Test Reports, material certifications, and other relevant information.

u. Engineer and RPR will assist the City with the coordination and scheduling of Construction Contract Document equipment start-up testing and will attend testing to provide oversight of start-up activities.

1) Engineer and RPR will coordinate all training with plant operations, engineers, contractors and equipment manufacturers.

v. Engineer and RPR will conduct a final construction field review and prepare punch list

w. Engineer will attend one-year warranty review and prepare summary documentation and this will be considered incidental to completion of construction management activities.

EXHIBIT B – SCHEDULE
City of Santa Fe Wastewater Treatment Plant Anaerobic Digester Improvements

The scope of services described in Exhibit A will be completed based on the following anticipated schedule after receiving Notice to Proceed from the City.

TASK	SCHEDULE (working days)	*ESTIMATED COMPLETION DATE
Preliminary Design (Basis of Design, Concept, Preliminary and Pre-Final)	195	8/14/16
Final Design	45	10/01/16
Bidding	90	12/30/16
Construction Administration	304	10/30/17

*Estimated completion dates are based on assumed Notice to Proceed dates of 2/01/2016 for design and 1/03/2017 for construction. Estimated completion dates will be adjusted based on actual Notice to Proceed dates. The total duration of the project is anticipated to be 17 months including design and construction.

EXHIBIT C – Fee Schedule
City of Santa Fe Wastewater Treatment Plant Digester Improvements

The scope of services described in Exhibit A will be completed for a fixed price fee as summarized in the following table.

Task Number	Task Description	
1	Project Management	$52,676.33
2	Pre-Design	$79,085.98
3	Conceptual Design	$68,419.53
4	Preliminary Design	$100,450.72
5	Pre-Final Design	$61,982.04
6	Final Design	$54,710.18
7	Bidding	$23,369.03
8	Construction Management	$281,834.33
	Total Excluding NMGRT	$722,528.14

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ITEM # 16-0528

CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
#16-0026

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated January 15, 2016 (the "Agreement"), between the City of Santa Fe (the "City") and HDR Engineering Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide Engineering, Design and Consulting services for the City;

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. NOTICES

Article 22 is amended to revise the address, so that Article 22 reads as follows:

Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

City of Santa Fe:
Wastewater Management Division
73 Paseo Real
Santa Fe, New Mexico 87507

Contractor:
HDR Engineering, Inc
Attn: Peter Brakenhoff,P.E.
2155 Louisiana NE Suite 9500
Albuquerque, NM 87110

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:

BRIAN K. SNYDER, CITY MANAGER

Date: 5/29/2016

CONTRACTOR:
HDR ENGINEERING, INC.

NAME & TITLE Peter Brakenhoff, P.E. Vice President

Date: 06/13/16

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK mb

APPROVED AS TO FORM:

5/19/16

KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

5-24-2016 AM for AS

OSCAR RODRIGUEZ, FINANCE DIRECTOR

52468.572960
Business Unit/Line Item

City of Santa Fe, New Mexico

memo

DATE: May 16, 2016

TO: Brian K. Snyder, City Manager

VIA: Nick Schiavo, Public Utilities & Water Division Director NS

VIA: Shannon Jones, Wastewater Management Division Director SJ

FROM: Kathleen Garcia, Engineer, Wastewater Management Division KG

SUBJECT: Engineering Services Consultant Address Correction

ITEM AND ISSUE:

Request approval of Amendment #1 to PSA# 16-0026 with HDR for Paseo Real Wastewater Treatment Plant Anaerobic Digester Project to correct contractor's address.

BACKGROUND AND SUMMARY:

The WWM Division requested and received approval from the City of Santa Fe governing body on January 13, 2016 to enter into a contract with HDR to provide engineering design and consultant services, project management and construction oversight for the Paseo Real Wastewater Treatment Plant Anaerobic Digester. The total contract amount is $ 782,588.29 including New Mexico gross receipts tax. A Notice to Proceed was issued to HDR on March 4, 2016.

Request for approval to re-appropriate funding for next fiscal year was made at the Public Utilities Committee meeting on May 4, 2016. It was brought to our attention by Councilor Lindell that the existing contract has an incorrect address for the Contractor and asked that it be corrected.

ACTION REQUESTED:

Request approval of Amendment #1 to PSA# 16-0026 with HDR for Paseo Real Wastewater Treatment Plant Anaerobic Digester Project to correct contractor's address.

ATTACHMENT:

Amendment #1 to PSA # 16-0026

ITEM # 17-0056

CITY OF SANTA FE
AMENDMENT No. 2 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM #16-0026

AMENDMENT No. 2 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated January 15, 2016 (the "Agreement"), between the City of Santa Fe (the "City") and HDR Engineering, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide Engineering, Design and Consulting services for the City;

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES:

Article 1 of the Agreement is amended so the language included in Exhibit "E", Exhibit "G", all attached hereto and incorporated herein.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of one hundred thirty one thousand three hundred dollars ($131,300), plus applicable gross receipts tax as described in Exhibit "F" attached hereto and incorporated herein, so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services

rendered, a sum not to exceed eight hundred fifty-three thousand eight hundred twenty-eight dollars and 14/100's ($853,828.14), plus applicable gross receipts taxes.

3. TERM.

Article 5 of the Agreement is amended to extend the term of the Agreement, so that Article 5 reads in its entirety as follows:

This Agreement shall terminate on June 30, 2018 unless terminated pursuant to Paragraph 6, infra.

4. AGREEMENT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

JAVIER M. GONZALES, MAYOR

DATE: 1/30/17

CONTRACTOR:
HDR ENGINEERING, INC.

NAME & TITLE
David Skinner, Area Operations Manage

DATE: 2/14/17

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
CC mtg. 1/25/17

APPROVED AS TO FORM:

12/16/16

KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

ADAM JOHNSON, FINANCE DIRECTOR

52468.572960
Business Unit/Line

EXHIBIT E – Supplemental Scope of Services
City of Santa Fe Wastewater Treatment Plant Anaerobic Digester Improvements-Cogeneration Amendment

Part A - Description of Basic Design Services

The basic design scope of services described in this exhibit will be provided as supplemental scope of services for the existing HDR Engineering, Inc. contract for the City of Santa Fe Paseo Real Wastewater Treatment Plant (WWTP) Anaerobic Digester Project (CIP #950). The scope of services is based on the design of a modular pre-packaged type cogeneration system that will use digester biogas to generate a combination heat and power (CHP) system as a renewable energy source. The CHP system will generate both electrical and thermal energy to supplement the available power at the WWTP and meet heating needs for the new digester facility. The new pre-packaged cogeneration system will include the following main components:

- Pre-fabricated metal enclosure
- Engine fueled by digester generated methane gas (biogas)
- Recovery and Waste Heat Rejection Equipment
- Supervisory control and data acquisition (SCADA) control system
- Electrical system

The CHP system will also require a gas cleaning system to remove any impurities from the biogas prior to entering the CHP system.

HDR will provide professional engineering services to modify the current Anaerobic Digester Project 90% progress drawings and technical specifications to incorporate the pre-packaged cogeneration system.

The following is a summary of the project tasks that will be completed as part of the amendment:

1. Project coordination
2. Basis of Design
3. Preliminary Design
4. Final Design
5. Engineering services during construction

A more detailed description of the activities associated with these tasks is included in the following sections.

EXHIBIT E – Supplemental Scope of Services
City of Santa Fe Wastewater Treatment Plant Anaerobic Digester Improvements-Cogeneration Amendment

1. Project Coordination

This task consists of additional coordination efforts required to incorporate the cogeneration project in the Anaerobic Digester Project. Coordination efforts will include the following:

- Design concept coordination meetings (3 meetings)
- Design review meetings (2 meetings)
- Verbal and written correspondence with the City of Santa Fe throughout the project
- Coordination with PNM regarding electrical interconnection requirements

2. Basis of Design:

This task will include completing a more detailed analysis and evaluation of the following items for the WWTP, which will be used as the basis of design for the cogeneration system:

- Biogas production, storage, and use
- Biogas quality
- Biogas treatment needs
- Power needs
- Digester system heating needs
- Existing electrical and natural gas use and associated costs

The additional analysis will be used to develop design criteria for the cogeneration system and this will be incorporated in the existing Digester technical memorandum (TM) as supplemental information. The following activities will be included in this task:

1. Review and evaluation of digester historical operations data focused on biogas production and natural gas usage
2. Review and evaluate historical electrical use data and associated costs
3. Evaluation of potential site locations adjacent to or near the proposed digester facility
4. Develop sizing calculations for the engine generator
5. Evaluation of engine size options with redundancy considerations
6. Review of biogas quality analysis, which will be obtained by HDR as detailed in Task 7b under special services, for consideration of gas cleaning alternatives
7. Identify and select biogas treatment alternatives
8. Evaluate storage requirements with engine operation
9. Develop preliminary opinion of probable construction cost

The activities above will be summarized in a technical memorandum (TM). The TM will include the following:

1. Process flow diagrams
2. Mass/Thermal balance calculation results
3. Sizing and location alternatives
4. Preliminary process and instrumentation diagrams and control strategies
5. General arrangement drawings
6. Preliminary equipment data sheets
7. Preliminary equipment cost estimates

A project review work session will be completed with the City to review the DRAFT TM and obtain input from the City.

3. 60% Preliminary Design

This task will consist of developing the cogeneration system design based on design information established in the basis of design task. This task will include the following activities:

1. The cogeneration system will require a modification to the following existing digester drawings, which will also include new drawings with sufficient detail to graphically show the scope, extent, and character of the work to be performed by the construction contractor. The drawings for the preliminary design will include the following:
   1) Modified digester process schematic drawings
   2) Modified digester site civil and yard piping plans and enlarged area plans for
   3) Modified digester mechanical process plans
   4) Modified digester structural plans for biogas treatment system and pre-packaged cogeneration system
   5) Modified digester mechanical plumbing plans
   6) Modified electrical plans
   7) Modified instrumentation and control drawings including biogas cleaning system process and instrumentation diagrams
   b. Preliminary technical specifications
   c. Opinion of probable construction cost
   d. City review and approval

4. Final Design Phase

HDR will prepare a final design that incorporates City review comments from the preliminary design progress submittal and will include the following:

a. Final Plans and Technical Specifications
b. Final Opinion of Probable Construction Cost
c. City Review and final approval
d. Final Basis of Design Technical Memorandum

5. Bid Phase

This task phase will consist of assisting the City with answering any questions from potential bidders regarding elements related to the cogeneration system including the biogas cleaning system. Responses to questions specific to the system will be included in overall Digester Addenda.

6. Construction Management

This task will consist of additional assistance to the City with construction administration services during construction activities required for the new cogeneration system and biogas cleaning system. The additional effort for this task will be focused on responding to requests for information (RFIs), review of material and shop drawing submittal reviews, and preparation of record drawings.

7. Special Services

HDR Engineering Inc. will provide the following special services in addition to the basic design services.

a. Supplemental Geotechnical Investigation

HDR's digester project geotechnical subconsultant will conduct a supplemental geotechnical investigation in the selected cogeneration location to determine subsurface conditions required for structural design and any related construction recommendations. The geotechnical services include:

1. Drilling exploratory borings at the selected location of the cogeneration and gas cleaning systems. The borings will be installed using a truck-mounted drill rig. It is anticipated that up to 3 borings will be installed at a depth up to 20 feet and the actual depths may vary depending on field conditions and estimated weights of the pre-packaged cogeneration system and air treatment system.
2. Findings will be summarized in a supplemental geotechnical letter report. The report will include a description of the work performed, a discussion of site conditions and recommendations for structural design and construction

b. Gas Quality Analysis

Biogas samples from the existing digester and associated laboratory analysis will be required to determine the quality of the gas as part of evaluating the biogas cleaning requirements for the new cogeneration system. HDR will prepare a gas sampling plan outlining the gas collection process and testing methods. HDR will collect duplicate gas samples and obtain lab analysis of the samples. This task will also include coordination with the lab and City staff as part of the sample collection efforts.

8. Contingency Services

HDR Engineering Inc. will provide the following services on a contingency basis and be completed only if authorized by the City of Santa Fe.

a. Supplemental Gas Quality Analysis

This task will consist of any additional biogas sampling and analysis in the event it is needed.

b. Air Quality Permitting

The City of Santa Fe will be responsible for preparing air quality permit applications and obtaining and air quality permit for the operation of the cogeneration system. If needed, HDR will provide permit assistance by providing regulatory agency coordination with the NMED Air Quality Bureau and providing supporting technical information including anticipated air emissions from the cogeneration and gas cleaning system and drawing exhibits that may be required as part of the permit application.

c. Supplemental Survey

It is assumed that existing survey information and drawings can be used for the cogeneration design and additional surveying is not anticipated. If needed, HDR's surveyor for the digester project will conduct supplemental topographic surveying in the area of proposed site location and utility mapping of surface features (e.g., manhole lids, water meter cans) to be incorporated in site plan information. Elevations of relevant structures needed for design will also be obtained during the field survey.

EXHIBIT F – Fee Schedule
Supplemental Scope of Services
City of Santa Fe Wastewater Treatment Plant Anaerobic Digester Improvements-Cogeneration Amendment

The scope of services described in Exhibit E- Supplemental Services will be completed for a fixed price fee as summarized in the following table.

Task Number	Task Description	
	Basic Design Services:	
1	Project Coordination and Meetings	$8,000
2	Basis of Design	$13,000
3	Preliminary Design	$50,000
4	Final Design	$21,000
5	Bidding	$3,000
6	Construction Management	$15,000
	Subtotal 1 (Basic Design Services)	**$110,000**
	Special Services:	
7a	Geotechnical Investigation	$5,000
7b	Biogas quality analysis	$5,000
	Subtotal 2 (Special Services)	**$10,000**
8	***Contingency Services:***	
8a	Supplemental Biogas Quality Analysis	$3,000
8b	Air quality permitting	$4,500
8c	Survey	$3,800
	Subtotal 3 (Contingency Services)	**$11,300**
	Total Excluding NMGRT	**$131,300**

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EXHIBIT G – SCHEDULE
Supplemental Scope of Services
City of Santa Fe Wastewater Treatment Plant Anaerobic Digester Improvements-Cogeneration Amendment

The scope of services described in Exhibit E will be completed 80 working days after receiving Notice to Proceed from the City. A summary of the anticipated schedule is outlined below.

TASK	SCHEDULE (working days)
Basis of Design	30
Preliminary Design	30
Final Design	20

ITEM # 18-0611

CITY OF SANTA FE
AMENDMENT No. 3 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM #16-0026

AMENDMENT No. 3 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated January 15, 2016 (the "Agreement"), between the City of Santa Fe (the "City") and HDR Engineering, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide Engineering, Design and Consulting services for the City;

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. TERM.

Article 5 of the Agreement is amended to extend the term of the Agreement, so that Article 5 reads in its entirety as follows:

This Agreement shall terminate on June 30, 2019 unless terminated pursuant to Paragraph 6, infra.

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.3 to the

City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

CITY MANAGER

DATE: 4/16/18

CONTRACTOR:
HDR ENGINEERING, INC.

Area Operations Manager, SVP
NAME & TITLE

DATE: 4/1/18

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

4/24
CITY ATTORNEY

APPROVED:

Interim
FINANCE DIRECTOR

52468.572960
Business Unit/Line

ITEM # 19-0551

CITY OF SANTA FE
AMENDMENT No. 4 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM #16-0026, #16-0026, #17-0056, #18-0611

AMENDMENT No. 4 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated January 15, 2016 (the "Agreement"), between the City of Santa Fe (the "City") and HDR Engineering, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide Engineering, Design and Consulting services for the City;

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES:

Article 1 of the Agreement is amended so that Exhibit "H", attached hereto, is included in the contract.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of two hundred twenty three thousand three hundred eighty five dollars ($223,385) plus applicable gross receipts tax as described in Exhibit "I" attached hereto, so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services

rendered, a sum not to exceed one million seventy seven thousand two hundred thirteen dollars and fourteen cents ($1,077,213.14), plus applicable gross receipts taxes.

3. TERM.

Article 5 of the Agreement is amended to extend the term of the Agreement, so that Article 5 reads in its entirety as follows:

This Agreement shall terminate on June 30, 2020 unless terminated pursuant to Paragraph 6, infra.

4. AGREEMENT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No.4 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: 7/1/19

CONTRACTOR:
HDR ENGINEERING, INC.

NAME & TITLE
DAVID SKINNER, Senior Vice President

DATE: 6/27/19

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
cc mtg. 6.26.2019

APPROVED AS TO FORM:

5/21/19
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

52468.572960
Business Unit/Line

Signature: Michael Dozier (Apr 2, 2021 09:13 MDT)

Email: mldozier@santafenm.gov

Signature: Shannon Jones

Email: swjones@santafenm.gov

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 04/12/2021

ISSUSE NO. 8c

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

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: 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 Garica, Councilor Cassutt-Sanchez, and Councilor Villarreal.

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

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

ACTION SHEET
ITEM FROM QUALITY OF LIFE COMMITTEE MEETING OF 04/07/2021
FOR CITY COUNCIL MEETING OF 04/28/2021

ISSUE:

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

COMMITTEE REVIEW:
Introduced: 3/31/21
Public Works and Utilities Committee: 03/29/21
Governing Body: 03/31/21
Finance Committee: 04/5/21
Quality of Life Committee: 04/7/21
Public Works and Utilities Committee: 4/12/21
Governing Body: 4/28/21

QUALITY OF LIFE COMMITTEE ACTION: Postponed to review again at the April 21st Quality of Life Committee meeting on discussion. Councilors Garcia, Cassutt-Sanchez, and Villarreal removed this item from the consent agenda.

SPECIAL CONDITIONS OR AMENDMENTS:

SEND TO:
Governing Body; Public Works and Utilities Commitee

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 04/28/21

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

COMMITTEE REVIEW:
Introduced: 3/31/21
Public Works and Utilities Committee: 03/29/21
Governing Body: 03/31/21
Finance Committee: 04/5/21
Quality of Life Committee: 04/7/21
Public Works and Utilities Committee: 4/12/21
Governing Body: 4/28/21

FINANCE COMMITTEE ACTION:

Approved on Discussion

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 03/29/2021

ISSUE NO. 7n

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

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

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Pulled by Councilor Lindell for discussion. Approved unanimously to forward to 3/31/2021and brought back to the 4/12/2021 Public Works and Utilities Committee

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

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

City of Santa Fe New Mexico
Memorandum

Date: March 25, 2021

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

From: Alexandra Ladd, Office of Affordable Housing Director AGL

RE: Housing Working Plan

EXECUTIVE SUMMARY:

The proposed Resolution lays out a work plan to address the various components related to addressing affordable housing and additional, recurring, and sufficient funding for the Affordable Housing Trust Fund.

BACKGROUND:

Housing continues to be the paramount issue facing the City of Santa Fe. The immediate, urgent matter before the Governing Body concerns options for producing a revenue source for the Affordable Housing Trust Fund that is ample, predictable, sustainable, equitable and consistent. There are a number of recommendations and suggestions that have come from City staff, from members of the Governing Body and from community organizations and housing advocates. At the same time, because housing touches on so many other elements of a city, its residents, its neighborhoods, its quality of life and its future, it is incumbent upon the Governing Body to place housing—and the funding of the Affordable Housing Trust Fund—into a larger context.

With that in mind, the purpose of this Resolution is to propose a work plan for a structured, methodical, inclusive, transparent and orderly consideration of these elements. The components are independent and interdependent: a funding strategy, a housing strategy, a social policy, and a growth management planning process.

The matter is of the utmost importance. At the same time, it is complicated and therefore requires a work plan—a road map—to take advantage of the City Council Standing Committees as a way to parse out the work that needs to be done. The Committees offer a way for all members of the Governing Body to participate in the process of shaping legislation and policy, developing and utilizing subject matter expertise of Councilors and staff at the Committee level. At the same time, the Committees can make sure that there is ample opportunity for education on the different options for funding the Affordable Housing Trust Fund and evaluate of the pros and cons of each recommendation. The public can provide comments as necessary on any of the ideas under consideration at Governing Body meetings during Petitions from the Floor, among other venues.

In all cases there are trade-offs, strengths, and weaknesses that need to be considered, weighed, and measured. Doing the work of evaluation in the Committees will make sure that there is transparency, expertise, and input, while not overburdening any one Committee or sub-group of the Governing Body. At the culmination of the Committee work, there is to be a work session of the Governing Body. At that time, it should be possible to look at all of the pieces of the funding puzzle and see how they fit together, which are the most immediately viable, which would require more study, which do not seem worth pursuing, and which have the greatest support.

At the same time that the proposed Resolution lays out a road map for considering funding options in a thoughtful way, it also recognizes the need for informed decision-making and timely action in this critical moment. Coming out of COVID, there will be a need for a variety of forms of assistance that depend on a more fully funded Affordable Housing Trust Fund. With that in mind, the Resolution expressly calls for existing initiatives to add revenue to the Affordable Housing Trust Fund to continue to move forward through the existing process. These initiatives include a one-time, immediate allocation of $1.7 million to be used this Fiscal Year; a commensurate line-item in next year's budget; a measure to re-allocate a proportion of funds received from the sale or lease of City property to the Affordable Housing Trust Fund; a measure to dedicate a portion of Lodger's Tax to the Affordable Housing Trust Fund. In the short term, these measures will provide a strong base of support for and demonstrate the City's commitment to the Affordable Housing Trust Fund while the Governing Body deliberates options for the future.

In addition, the Resolution calls for two other components. The first is to have the Quality of Life Committee look into funding options for social policies and wrap-around services that need to accompany additional affordable housing. As an example, and as has been noted by City staff, the purchase of the Santa Fe Suites property represents the largest acquisition and perhaps largest increment of affordable housing in a single deal. This project would not succeed were it not for the supportive social services for the tenants that are part of the overall package. With that in mind, the Quality of Life Committee will explore measures to fund social services that would be a companion approach to increased funding for the Affordable Housing Trust Fund.

Finally, the Resolution nests the work to find a satisfactory funding source for the Affordable Housing Trust Fund within a larger body of work: a growth management process to be proposed by the Land Use department. This last component of the Resolution recognizes that the underlying assumption of the Affordable Housing Trust Fund—as well as the ongoing housing agenda that has been implement over the last three years and the permitting currently under way for housing units across the city—is that Santa Fe will grow its housing and its population in the coming years. In other words, there will be change. The question to be addressed by the growth management process is whether the Santa Fe will choose the course of the change that is coming, or simply surrender to whatever path the change chooses.

With more housing will come a host of other questions, concerns, opportunities, and challenges including: impacts on existing neighborhoods—positive and negative; demands on infrastructure (utilities, sewer, water, roads, parks), schools, and basic City services; impacts on the economy and social systems; the need to preserve and strengthen art and culture, history, and traditions; and

the need for greater environmental sustainability in the face of changing demographics. The time has come for the City to engage in a growth management process that will express the City's shared values, lay out choices and trade-offs, provide ample opportunity for community engagement and input, and generate a community-wide conversation about Santa Fe's future and the quality of life we want.

ACTION REQUESTED:

Adoption of the Resolution as presented.

ATTACHMENTS:

Resolution
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-__

INTRODUCED BY:

Mayor Alan Webber

Councilor Carol Romero-Wirth	Councilor Roman "Tiger" Abeyta
Councilor Michael J. Garcia	Councilor JoAnne Vigil Coppler
Councilor Signe I. Lindell	Councilor Jamie Cassutt-Sanchez

A RESOLUTION

ESTABLISHING A WORK PLAN FOR IMPROVING ACCESS TO AFFORDABLE HOUSING OPPORTUNITIES FOR RESIDENTS OF THE CITY OF SANTA FE.

WHEREAS, there is an immediate need to increase the supply of housing across the housing spectrum and an even more urgent need for affordable housing throughout the City of Santa Fe; and

WHEREAS, City of Santa Fe's ("City") staff and outside organizations have worked tirelessly to provide the means for housing development to increase and meet market demand for housing and the needs of all Santa Fe residents; and

WHEREAS, housing development in the City has increased dramatically since 2016 when the City amended its inclusionary zoning ordinance to allow certain market rate developers to pay a fee in lieu of providing on-site units; and

WHEREAS, as a result of the City's actions and the demand for housing, 5,365 units are either complete or in some stage of the process as of the end of 2020:

1. 760 units completed

2. 1,762 units under construction
3. 657 units approved and under review
4. 1,542 units approved by the Planning Commission
5. 644 units pending approval; and

WHEREAS, according to the City's most recent housing needs analysis (2018), there is an inventory gap of at least 2,600 rental homes for Santa Fe renters in the City who earn $25,000 and below; and

WHEREAS, 86% of renter households in Santa Fe County earning less than $50,000 are cost-burdened, meaning that they pay more than 30% of their monthly income toward their housing costs, a percentage that rose 13% between 2016 and 2018; and

WHEREAS, the 2019 median sales price for a home in Santa Fe County was $527,000, requiring an income of at least $120,000 to qualify for a mortgage, while the median income for a renter household is between $40,000 and $50,000; and

WHEREAS, the COVID-19 pandemic and the subsequent economic shut down amplified affordability issues as cost-burdened renters lost jobs or experienced loss of income and now owe several months' worth of rent, making them vulnerable to eviction when the federal, state, and local moratoria on evictions are lifted; and

WHEREAS, the City established the Affordable Housing Trust Fund ("AHTF") in 2007 via Ordinance No. 2007-23 as a way "to provide or pay all or a portion of the costs of acquisition, development, construction, renovation or conversion, financing, operation or owning affordable housing or infrastructure to support affordable housing which meets agreed upon community housing goals and objectives"; and

WHEREAS, the uses of the AHTF are determined by the New Mexico Affordable Housing Act (the state statute that implements an exemption to the Anti-Donation Clause of the New Mexico Constitution) and include donations of cash, infrastructure, land, or buildings to

support affordable housing and to direct financial assistance (used for rent, down payment, or home repair) to income-eligible individuals; and

WHEREAS, the AHTF receives funding from a variety of sources including land sales, payoffs of City-held liens, fees paid by developers, and fees paid in-lieu-of onsite units as required for compliance with the Santa Fe Homes Program (SFCC 1987, Section 26-1); and

WHEREAS, City staff have identified other potential sources of funds for the AHTF that require legislative actions is required; and

WHEREAS, AHTF expenditures are restricted to the construction, preservation, and rehabilitation of affordable housing units or supportive housing facilities and cannot be used for program administration or necessary support services; and

WHREAS, residents who are transitioning out of homelessness or have other high needs are unlikely to sustain their housing situations if they lack necessary support; and

WHEREAS, the City is implementing the "property management plus" housing model where the provision of units (either through new construction, rehabilitation or direct subsidy) is supported with services such as case management, medical care, job training, etc.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the three City Council Standing Committees shall take on the work of reviewing, evaluating, and assessing a broad set of proposals and recommendations for revenue sources that would achieve long-term, sustainable, predictable, equitable, and consistent funding for the Affordable Housing Trust Fund with the goal of expanding access to housing opportunities for all residents, regardless of income or type of housing needed.

BE IT FURTHER RESOLVED that the proposals and recommendations considered for analyses shall include ideas from staff, members of the Governing Body, and reports from community organizations, housing advocates, and relevant City committees.

BE IT FURTHER RESOLVED that the individual recommendations will be vetted by

the appropriate City Council Standing Committee based on the respective Committees' purview and staff's subject matter expertise.

BE IT FURTHER RESOLVED that presentations by staff regarding the various proposals at the Committees shall include analyses of the costs and benefits of the various proposals and recommendations and that a compilation of these analyses shall be provided to the Governing Body in a study session to develop a comprehensive understanding of the options available for short-, medium-, and long-term solutions to fund the Affordable Housing Trust Fund on a going-forward basis.

BE IT FURTHER RESOLVED that immediate opportunities for funding the Affordable Housing Trust fund are not precluded by the analyses required by this Resolution and shall be included in determining the mix of funding sources to provide consistent, reliable, and sustainable funding for the Affordable Housing Trust Fund.

BE IT FURTHER RESOLVED that the Quality of Life Committee shall explore benefits of and options for developing regular and consistent funding for wrap-around services for at-risk residents as a social service component of an ongoing affordable housing program.

BE IT FURTHER RESOLVED that the City Manager work with staff to develop a blueprint for a growth management planning process as a larger overall framework for the City's future development, considering the housing recommendations adopted as a result of this Resolution, and adding other essential components of livability, equity and sustainability including infrastructure investment, utilities, social, environmental, economic, and other quality of life factors.

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

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:

_____

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2021/Resolutions/Housing Plan

CITY OF SANTA FE, NEW MEXICO
PROPOSED AMENDMENT(S) TO RESOLUTION NO. 2021-__
Housing Funding Plan

Mayor and Members of the City Council:

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

1. On page 3, line 17 after "**FE**" ***strike*** "that" and ***insert*** in lieu thereof "shall hold a special meeting of the Governing Body within 30 days of the adoption of this Resolution. At this special meeting, the Governing Body shall develop focus areas for revenue sources that would achieve long-term, sustainable, predictable, equitable, and consistent funding for the Affordable Housing Trust Fund, with the goals of expanding access to housing opportunities for all residents, regardless of income or type of housing needed. The focus areas developed at the special meeting shall be referred to".

2. On page 3, line 17 ***strike*** "shall" and ***insert*** in lieu thereof "to".

3. On page 3, line 18 after "recommendations" ***insert*** a period and ***strike*** the remainder of the paragraph.

Respectfully submitted,

_____
Michael J. Garcia, Councilor

Approved as to Form:

_____
Erin K. McSherry, City Attorney

ADOPTED: _____
NOT ADOPTED: _____
DATE: _____

_____
Kristine Mihelcic, City Clerk

10286.9(A)

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-__

INTRODUCED BY:

Mayor Alan Webber

Councilor Carol Romero-Wirth	Councilor Roman "Tiger" Abeyta
Councilor Michael J. Garcia	Councilor JoAnne Vigil Coppler
Councilor Signe I. Lindell	Councilor Jamie Cassutt-Sanchez

A RESOLUTION

ESTABLISHING A WORK PLAN FOR IMPROVING ACCESS TO AFFORDABLE HOUSING OPPORTUNITIES FOR RESIDENTS OF THE CITY OF SANTA FE.

WHEREAS, there is an immediate need to increase the supply of housing across the housing spectrum and an even more urgent need for affordable housing throughout the City of Santa Fe; and

WHEREAS, City of Santa Fe's ("City") staff and outside organizations have worked tirelessly to provide the means for housing development to increase and meet market demand for housing and the needs of all Santa Fe residents; and

WHEREAS, housing development in the City has increased dramatically since 2016 when the City amended its inclusionary zoning ordinance to allow certain market rate developers to pay a fee in lieu of providing on-site units; and

WHEREAS, as a result of the City's actions and the demand for housing, 5,365 units are either complete or in some stage of the process as of the end of 2020:

1. 760 units completed

2. 1,762 units under construction
3. 657 units approved and under review
4. 1,542 units approved by the Planning Commission
5. 644 units pending approval; and

WHEREAS, according to the City's most recent housing needs analysis (2018), there is an inventory gap of at least 2,600 rental homes for Santa Fe renters in the City who earn $25,000 and below; and

WHEREAS, 86% of renter households in Santa Fe County earning less than $50,000 are cost-burdened, meaning that they pay more than 30% of their monthly income toward their housing costs, a percentage that rose 13% between 2016 and 2018; and

WHEREAS, the 2019 median sales price for a home in Santa Fe County was $527,000, requiring an income of at least $120,000 to qualify for a mortgage, while the median income for a renter household is between $40,000 and $50,000; and

WHEREAS, the COVID-19 pandemic and the subsequent economic shut down amplified affordability issues as cost-burdened renters lost jobs or experienced loss of income and now owe several months' worth of rent, making them vulnerable to eviction when the federal, state, and local moratoria on evictions are lifted; and

WHEREAS, the City established the Affordable Housing Trust Fund ("AHTF") in 2007 via Ordinance No. 2007-23 as a way "to provide or pay all or a portion of the costs of acquisition, development, construction, renovation or conversion, financing, operation or owning affordable housing or infrastructure to support affordable housing which meets agreed upon community housing goals and objectives"; and

WHEREAS, the uses of the AHTF are determined by the New Mexico Affordable Housing Act (the state statute that implements an exemption to the Anti-Donation Clause of the New Mexico Constitution) and include donations of cash, infrastructure, land, or buildings to

support affordable housing and to direct financial assistance (used for rent, down payment, or home repair) to income-eligible individuals; and

WHEREAS, the AHTF receives funding from a variety of sources including land sales, payoffs of City-held liens, fees paid by developers, and fees paid in-lieu-of onsite units as required for compliance with the Santa Fe Homes Program (SFCC 1987, Section 26-1); and

WHEREAS, City staff have identified other potential sources of funds for the AHTF that require legislative actions is required; and

WHEREAS, AHTF expenditures are restricted to the construction, preservation, and rehabilitation of affordable housing units or supportive housing facilities and cannot be used for program administration or necessary support services; and

WHREAS, residents who are transitioning out of homelessness or have other high needs are unlikely to sustain their housing situations if they lack necessary support; and

WHEREAS, the City is implementing the "property management plus" housing model where the provision of units (either through new construction, rehabilitation or direct subsidy) is supported with services such as case management, medical care, job training, etc.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE [~~that~~] shall hold a special meeting of the Governing Body within 30 days of the adoption of this Resolution. At this special meeting, the Governing Body shall develop focus areas for revenue sources that would achieve long-term, sustainable, predictable, equitable, and consistent funding for the Affordable Housing Trust Fund, with the goals of expanding access to housing opportunities for all residents, regardless of income or type of housing needed. The focus areas developed at the special meeting shall be referred to the three City Council Standing Committees [~~shall~~] to take on the work of reviewing, evaluating, and assessing a broad set of proposals and recommendations [~~for revenue sources that would achieve long-term, sustainable, predictable, equitable, and consistent funding for the Affordable Housing Trust Fund with the goal~~

~~of expanding access to housing opportunities for all residents, regardless of income or type of housing needed~~].

BE IT FURTHER RESOLVED that the proposals and recommendations considered for analyses shall include ideas from staff, members of the Governing Body, and reports from community organizations, housing advocates, and relevant City committees.

BE IT FURTHER RESOLVED that the individual recommendations will be vetted by the appropriate City Council Standing Committee based on the respective Committees' purview and staff's subject matter expertise.

BE IT FURTHER RESOLVED that presentations by staff regarding the various proposals at the Committees shall include analyses of the costs and benefits of the various proposals and recommendations and that a compilation of these analyses shall be provided to the Governing Body in a study session to develop a comprehensive understanding of the options available for short-, medium-, and long-term solutions to fund the Affordable Housing Trust Fund on a going-forward basis.

BE IT FURTHER RESOLVED that immediate opportunities for funding the Affordable Housing Trust fund are not precluded by the analyses required by this Resolution and shall be included in determining the mix of funding sources to provide consistent, reliable, and sustainable funding for the Affordable Housing Trust Fund.

BE IT FURTHER RESOLVED that the Quality of Life Committee shall explore benefits of and options for developing regular and consistent funding for wrap-around services for at-risk residents as a social service component of an ongoing affordable housing program.

BE IT FURTHER RESOLVED that the City Manager work with staff to develop a blueprint for a growth management planning process as a larger overall framework for the City's future development, considering the housing recommendations adopted as a result of this Resolution, and adding other essential components of livability, equity and sustainability including

infrastructure investment, utilities, social, environmental, economic, and other quality of life factors.

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

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:

_____

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2021/Resolutions/Housing Plan

CITY OF SANTA FE, NEW MEXICO
PROPOSED AMENDMENT(S) TO RESOLUTION NO. 2021-__
Housing Funding Plan

Mayor and Members of the City Council:

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

1. On page 1, line 20 ***strike*** "housing development in the City has increased dramatically" and ***insert*** in lieu thereof "multi-family housing development applications have increased"
2. On page 2, line 11 ***strike*** "2019" and ***insert*** in lieu thereof "2020"; and ***strike*** "$527,000" and ***insert*** in lieu thereof "$606,500"
3. On page 3, line 1 ***strike*** "to"
4. On page 3, line 6 ***insert*** the following new paragraph:

   WHEREAS, funding allocation recommendations from the AHTF are made by the Community Development Commission, based on Housing and Urban Development funding priorities and emerging community needs, with guidance by the Office of Affordable Housing staff; and
5. On page 3, line 7 make "actions" singular and ***strike*** "is required"
6. On page 3, line 8 ***strike*** "and"
7. On page 3, line 9 after "facilities" ***insert*** ", and providing rental or down payment assistance to eligible residents,"
8. On page 3, line 13 ***strike*** "is implementing" and ***insert*** in lieu thereof "endorses"; and after "plus'" ***insert*** "supportive"
9. On page 3 line 22 ***insert*** "the following new paragraph:

   BE IT FURTHER RESOLVED that the City Manager is directed to create a work plan for staff's support of this process so that each Committee is ensured of the participation and contribution from subject matter experts.
10. On page 3, line 25 ***strike*** "individual" and ***insert*** in lieu thereof "potential"
11. On page 4, line 11 ***strike*** "mix of funding sources" and ***insert*** in lieu thereof "mix of opportunities"
12. On page 4, line 12 after "funding" ***insert*** "sources"
13. On page 4, line 14 after "funding" ***insert*** "from sources external to the Affordable Housing Trust Fund"

Respectfully submitted,

_____
Renee Villarreal, Councilor

_____
Jamie Cassutt-Sanchez, Councilor

Approved as to Form:

Erin K. McSherry, City Attorney

ADOPTED: _____
NOT ADOPTED: _____
DATE: _____

_____
Kristine Mihelcic, City Clerk

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-__

INTRODUCED BY:

Mayor Alan Webber

Councilor Carol Romero-Wirth	Councilor Roman "Tiger" Abeyta
Councilor Michael J. Garcia	Councilor JoAnne Vigil Coppler
Councilor Signe I. Lindell	Councilor Jamie Cassutt-Sanchez

A RESOLUTION

ESTABLISHING A WORK PLAN FOR IMPROVING ACCESS TO AFFORDABLE HOUSING OPPORTUNITIES FOR RESIDENTS OF THE CITY OF SANTA FE.

WHEREAS, there is an immediate need to increase the supply of housing across the housing spectrum and an even more urgent need for affordable housing throughout the City of Santa Fe; and

WHEREAS, City of Santa Fe's ("City") staff and outside organizations have worked tirelessly to provide the means for housing development to increase and meet market demand for housing and the needs of all Santa Fe residents; and

WHEREAS, [~~housing development in the City has increased dramatically~~] multi-family housing development applications have increased since 2016 when the City amended its inclusionary zoning ordinance to allow certain market rate developers to pay a fee in lieu of providing on-site units; and

WHEREAS, as a result of the City's actions and the demand for housing, 5,365 units are either complete or in some stage of the process as of the end of 2020:

1. 760 units completed
2. 1,762 units under construction
3. 657 units approved and under review
4. 1,542 units approved by the Planning Commission
5. 644 units pending approval; and

WHEREAS, according to the City's most recent housing needs analysis (2018), there is an inventory gap of at least 2,600 rental homes for Santa Fe renters in the City who earn $25,000 and below; and

WHEREAS, 86% of renter households in Santa Fe County earning less than $50,000 are cost-burdened, meaning that they pay more than 30% of their monthly income toward their housing costs, a percentage that rose 13% between 2016 and 2018; and

WHEREAS, the [~~2019~~] 2020 median sales price for a home in Santa Fe County was [~~$527,000~~] $606,500, requiring an income of at least $120,000 to qualify for a mortgage, while the median income for a renter household is between $40,000 and $50,000; and

WHEREAS, the COVID-19 pandemic and the subsequent economic shut down amplified affordability issues as cost-burdened renters lost jobs or experienced loss of income and now owe several months' worth of rent, making them vulnerable to eviction when the federal, state, and local moratoria on evictions are lifted; and

WHEREAS, the City established the Affordable Housing Trust Fund ("AHTF") in 2007 via Ordinance No. 2007-23 as a way "to provide or pay all or a portion of the costs of acquisition, development, construction, renovation or conversion, financing, operation or owning affordable housing or infrastructure to support affordable housing which meets agreed upon community housing goals and objectives"; and

WHEREAS, the uses of the AHTF are determined by the New Mexico Affordable Housing Act (the state statute that implements an exemption to the Anti-Donation Clause of the

New Mexico Constitution) and include donations of cash, infrastructure, land, or buildings to support affordable housing and [~~to~~] direct financial assistance (used for rent, down payment, or home repair) to income-eligible individuals; and

WHEREAS, the AHTF receives funding from a variety of sources including land sales, payoffs of City-held liens, fees paid by developers, and fees paid in-lieu-of onsite units as required for compliance with the Santa Fe Homes Program (SFCC 1987, Section 26-1); and

WHEREAS, funding allocation recommendations from the AHTF are made by the Community Development Commission, based on Housing and Urban Development funding priorities and emerging community needs, with guidance by the Office of Affordable Housing staff; and

WHEREAS, City staff have identified other potential sources of funds for the AHTF that require legislative action[~~s is required~~]; and

WHEREAS, AHTF expenditures are restricted to the construction, preservation, [~~and~~] rehabilitation of affordable housing units or supportive housing facilities, and providing rental or down payment assistance to eligible residents, and cannot be used for program administration or necessary support services; and

WHEREAS, residents who are transitioning out of homelessness or have other high needs are unlikely to sustain their housing situations if they lack necessary support; and

WHEREAS, the City [~~is implementing~~] endorses the "property management plus" supportive housing model where the provision of units (either through new construction, rehabilitation or direct subsidy) is supported with services such as case management, medical care, job training, etc.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the three City Council Standing Committees shall take on the work of reviewing, evaluating, and assessing a broad set of proposals and recommendations for revenue

sources that would achieve long-term, sustainable, predictable, equitable, and consistent funding for the Affordable Housing Trust Fund with the goal of expanding access to housing opportunities for all residents, regardless of income or type of housing needed.

BE IT FURTHER RESOLVED that the City Manager is directed to create a work plan for staff's support of this process so that each Committee is ensured of the participation and contribution from subject matter experts.

BE IT FURTHER RESOLVED that the proposals and recommendations considered for analyses shall include ideas from staff, members of the Governing Body, and reports from community organizations, housing advocates, and relevant City committees.

BE IT FURTHER RESOLVED that the [~~individual~~] potential recommendations will be vetted by the appropriate City Council Standing Committee based on the respective Committees' purview and staff's subject matter expertise.

BE IT FURTHER RESOLVED that presentations by staff regarding the various proposals at the Committees shall include analyses of the costs and benefits of the various proposals and recommendations and that a compilation of these analyses shall be provided to the Governing Body in a study session to develop a comprehensive understanding of the options available for short-, medium-, and long-term solutions to fund the Affordable Housing Trust Fund on a going-forward basis.

BE IT FURTHER RESOLVED that immediate opportunities for funding the Affordable Housing Trust fund are not precluded by the analyses required by this Resolution and shall be included in determining the [~~mix of funding sources~~] mix of opportunities to provide consistent, reliable, and sustainable funding sources for the Affordable Housing Trust Fund.

BE IT FURTHER RESOLVED that the Quality of Life Committee shall explore benefits of and options for developing regular and consistent funding from sources external to the Affordable Housing Trust Fund for wrap-around services for at-risk residents as a social service

component of an ongoing affordable housing program.

BE IT FURTHER RESOLVED that the City Manager work with staff to develop a blueprint for a growth management planning process as a larger overall framework for the City's future development, considering the housing recommendations adopted as a result of this Resolution, and adding other essential components of livability, equity and sustainability including infrastructure investment, utilities, social, environmental, economic, and other quality of life factors.

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

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:

_____

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2021/Resolutions/Housing Plan

CITY OF SANTA FE, NEW MEXICO
PROPOSED AMENDMENT(S) TO RESOLUTION NO. 2021-__
Housing Funding Plan

Mayor and Members of the City Council:

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

1. On page 4, line 3 ***insert*** the following new paragraph:

BE IT FURTHER RESOLVED that within 30 days of the adoption of this Resolution, the Governing Body will consider as a non-voting discussion item a list of these proposals and recommendations along with the City Council Standing Committee each will be assigned to. At this time, Governing Body members will be able to propose any additional ideas to ensure that all potential revenue sources that Governing Body members would like to explore are included in this process. This list does not exclude the possibility of additional proposals or recommendations to come forward in the future and be considered as part of this action plan.

Respectfully submitted,

_____
Jamie Cassutt-Sanchez, Councilor

_____
Michael J. Garcia, Councilor

Approved as to Form:

_____
Erin K. McSherry, City Attorney

ADOPTED: _____
NOT ADOPTED: _____
DATE: _____

_____
Kristine Mihelcic, City Clerk

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-__

INTRODUCED BY:

Mayor Alan Webber

Councilor Carol Romero-Wirth	Councilor Roman "Tiger" Abeyta
Councilor Michael J. Garcia	Councilor JoAnne Vigil Coppler
Councilor Signe I. Lindell	Councilor Jamie Cassutt-Sanchez

A RESOLUTION

ESTABLISHING A WORK PLAN FOR IMPROVING ACCESS TO AFFORDABLE HOUSING OPPORTUNITIES FOR RESIDENTS OF THE CITY OF SANTA FE.

WHEREAS, there is an immediate need to increase the supply of housing across the housing spectrum and an even more urgent need for affordable housing throughout the City of Santa Fe; and

WHEREAS, City of Santa Fe's ("City") staff and outside organizations have worked tirelessly to provide the means for housing development to increase and meet market demand for housing and the needs of all Santa Fe residents; and

WHEREAS, housing development in the City has increased dramatically since 2016 when the City amended its inclusionary zoning ordinance to allow certain market rate developers to pay a fee in lieu of providing on-site units; and

WHEREAS, as a result of the City's actions and the demand for housing, 5,365 units are either complete or in some stage of the process as of the end of 2020:

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WHEREAS, according to the City's most recent housing needs analysis (2018), there is an inventory gap of at least 2,600 rental homes for Santa Fe renters in the City who earn $25,000 and below; and

WHEREAS, 86% of renter households in Santa Fe County earning less than $50,000 are cost-burdened, meaning that they pay more than 30% of their monthly income toward their housing costs, a percentage that rose 13% between 2016 and 2018; and

WHEREAS, the 2019 median sales price for a home in Santa Fe County was $527,000, requiring an income of at least $120,000 to qualify for a mortgage, while the median income for a renter household is between $40,000 and $50,000; and

WHEREAS, the COVID-19 pandemic and the subsequent economic shut down amplified affordability issues as cost-burdened renters lost jobs or experienced loss of income and now owe several months' worth of rent, making them vulnerable to eviction when the federal, state, and local moratoria on evictions are lifted; and

WHEREAS, the City established the Affordable Housing Trust Fund ("AHTF") in 2007 via Ordinance No. 2007-23 as a way "to provide or pay all or a portion of the costs of acquisition, development, construction, renovation or conversion, financing, operation or owning affordable housing or infrastructure to support affordable housing which meets agreed upon community housing goals and objectives"; and

WHEREAS, the uses of the AHTF are determined by the New Mexico Affordable Housing Act (the state statute that implements an exemption to the Anti-Donation Clause of the New Mexico Constitution) and include donations of cash, infrastructure, land, or buildings to

support affordable housing and to direct financial assistance (used for rent, down payment, or home repair) to income-eligible individuals; and

WHEREAS, the AHTF receives funding from a variety of sources including land sales, payoffs of City-held liens, fees paid by developers, and fees paid in-lieu-of onsite units as required for compliance with the Santa Fe Homes Program (SFCC 1987, Section 26-1); and

WHEREAS, City staff have identified other potential sources of funds for the AHTF that require legislative actions is required; and

WHEREAS, AHTF expenditures are restricted to the construction, preservation, and rehabilitation of affordable housing units or supportive housing facilities and cannot be used for program administration or necessary support services; and

WHREAS, residents who are transitioning out of homelessness or have other high needs are unlikely to sustain their housing situations if they lack necessary support; and

WHEREAS, the City is implementing the "property management plus" housing model where the provision of units (either through new construction, rehabilitation or direct subsidy) is supported with services such as case management, medical care, job training, etc.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the three City Council Standing Committees shall take on the work of reviewing, evaluating, and assessing a broad set of proposals and recommendations for revenue sources that would achieve long-term, sustainable, predictable, equitable, and consistent funding for the Affordable Housing Trust Fund with the goal of expanding access to housing opportunities for all residents, regardless of income or type of housing needed.

BE IT FURTHER RESOLVED that the proposals and recommendations considered for analyses shall include ideas from staff, members of the Governing Body, and reports from community organizations, housing advocates, and relevant City committees.

BE IT FURTHER RESOLVED that the individual recommendations will be vetted by

the appropriate City Council Standing Committee based on the respective Committees' purview and staff's subject matter expertise.

BE IT FURTHER RESOLVED that within 30 days of the adoption of this Resolution, the Governing Body will consider, as a non-voting discussion item, a list of these proposals and recommendations along with the City Council Standing Committee each will be assigned to. At this time, Governing Body members will be able to propose any additional ideas to ensure that all potential revenue sources that Governing Body members would like to explore are included in this process. This list does not exclude the possibility of additional proposals or recommendations to come forward in the future and be considered as part of this action plan.

BE IT FURTHER RESOLVED that presentations by staff regarding the various proposals at the Committees shall include analyses of the costs and benefits of the various proposals and recommendations and that a compilation of these analyses shall be provided to the Governing Body in a study session to develop a comprehensive understanding of the options available for short-, medium-, and long-term solutions to fund the Affordable Housing Trust Fund on a going-forward basis.

BE IT FURTHER RESOLVED that immediate opportunities for funding the Affordable Housing Trust fund are not precluded by the analyses required by this Resolution and shall be included in determining the mix of funding sources to provide consistent, reliable, and sustainable funding for the Affordable Housing Trust Fund.

BE IT FURTHER RESOLVED that the Quality of Life Committee shall explore benefits of and options for developing regular and consistent funding for wrap-around services for at-risk residents as a social service component of an ongoing affordable housing program.

BE IT FURTHER RESOLVED that the City Manager work with staff to develop a blueprint for a growth management planning process as a larger overall framework for the City's future development, considering the housing recommendations adopted as a result of this

Resolution, and adding other essential components of livability, equity and sustainability including infrastructure investment, utilities, social, environmental, economic, and other quality of life factors.

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

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:

_____

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2021/Resolutions/Housing Plan

FIR No. 3318

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): Housing Funding Plan

Sponsor(s): Mayor Webber, Councilors Romero-Wirth, Abeyta, Garcia, Vigil Coppler, and Lindell

Reviewing Department(s): Office of Affordable Housing

Staff Completing FIR: Alexandra Ladd Date: 3/22/21 Phone: 955-6346

Reviewed by City Attorney: _____ Date: Mar 25, 2021

Reviewed by Finance Director: _____ Date: Mar 25, 2021

Summary:
The proposed Resolution lays out a work plan for the expansion and ongoing viability of funding sources for the Affordable Housing Trust Fund (AHTF), identifying coordinated sources for necessary social services to accompany at-risk residents, and developing a framework for future growth planning.

Departments Affected:
The Community Development Department (Office of Affordable Housing and Land Use), the Finance Department, and Constituent Services.

Consequences of Not Enacting Legislation:
If the proposed legislation is not enacted, the City will miss an opportunity to respond to one of Santa Fe's most critical issues – that many of residents, especially those with low incomes can't afford to pay for housing in our community.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
The proposed resolution is consistent with recent efforts to diversify funding sources for the AHTF, as well as work being led by community advocacy groups and housing services providers to ensure the viability of housing funds particularly in terms of increasing equitable access to opportunity.

Performance and Administrative Implications:
The enactment of this resolution will require staff expertise across at least three departments – Office of Affordable Housing, Land Use and the Finance Department. Additionally, staff from Constituent Services will need to provide assistance with scheduling the work with public input, messaging, and meetings.

Fiscal Implications:
The fiscal implications at this planning stage is limited to staff time. Until specific funding sources are identified, there is no additional funding impact.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 20-21	FYE __	FYE __	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$ 25,000	$	$	N	NR	Gen Fund	
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$ 25,000	$	$				$ 25,000

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

Expenditure Narrative:

The staff expenses incurred to ensure that the directives of this Resolution are met assume that each affected Department will contribute 1/3 of a FTE for 3 months. The estimate assumes an average salary of $30/hour plus benefits X 4 staff spending 30% of their time fulfilling the directive, April – June.

Revenue

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

Revenue Narrative:

At this point in the process, the directives of the Resolution will not result in any revenue.

Signature:

Email: agladd@santafenm.gov

11. DISCUSSION/ACTION ITEMS

c. CONSIDERATION OF RESOLUTION NO. 2021-____. (Mayor Webber, Councilor Romer Councilor Abeyta, Councilor Garcia, Councilor Vigil Coppler, Councilor Lindell, and Councilor Cassutt-Sanchez)

A Resolution Establishing a Work Plan for Improving Access to Affordable Housing Opportunities for Residents of the City of Santa Fe. (Alexandra Ladd, Office of Affordable Housing Director, agladd@santafenm.gov, 955-6346)

COMMITTEE REVIEW:

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

Name: Stefanie Beninato
Comment - 03/31/2021 12:48 PM: (No Vote)
11C-E I am glad there will be a comprehensive approach to AH but why has it taken so long? And why not also focus on raising the fee in lieu of instead of just taking from other city funds? Why is the city proceeding even at this meeting to consider piecemeal changes to accomplish funding eg changes to the uses of the occupancy tax and sale of city property How is community engagement going to be structured and when?

ACTION SHEET
ITEM FROM QUALITY OF LIFE COMMITTEE MEETING OF 04/21/2021
FOR CITY COUNCIL MEETING OF 04/28/2021

ISSUE:

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

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

SPECIAL CONDITIONS OR AMENDMENTS: Amendments by 1). Councilors Villarreal and Cassutt-Sanchez, and 2). Cassutt-Sanchez and Garcia were approved with the resolution.

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		

10. CONSENT CALENDAR

f. CONSIDERATION OF RESOLUTION NO. 2021-____. (Mayor Webber, Councilor Romero 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: 03/31/21
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: 04/12/21
Quality of Life Committee: 04/21/21
Governing Body: 04/28/21

Name: Stefanie Beninato
Comment - 04/28/2021 07:36 AM: (No Vote)
10F Affordable Housing Resolution for Integrated Plan How come this has not been done before. The public input seems minimal (comments from Petitions from the Floor—one minute? Are you kidding? Seems like another plan hatched in the bowels of the city staff and imposed on the public after the fact. There should be opportunities for public input throughout the process

Name: Antoinette Shook
Comment - 04/28/2021 10:58 AM: (Against)
The City of Santa Fe, continues to build apartments. Why? These are **not** homes. Families want homes, yards, space. And **you,** feel this is antiquated and outdated. The City it appears has decided how individuals will live, crammed into small spaces and on a path to transhumanism. Why???

Your plans DO NOT include the people who occupy Santa Fe. Criminal.

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)
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Document emailed to Elizabeth Peterson (empeterson@santafenm.gov) for signature
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Email viewed by Elizabeth Peterson (empeterson@santafenm.gov)
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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
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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
#19-0590

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

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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

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

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

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

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

GB COMMUNITY HEALTH AND SAFETY KITCHEN ANGELS

Final Audit Report 2021-03-17

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

"GB COMMUNITY HEALTH AND SAFETY KITCHEN ANGELS" History

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

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

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

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

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

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

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

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

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

© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
CITY OF SANTA FE
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or

2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the Additional Insured is the amount of insurance:

1. Required by the contract or agreement; or

© Insurance Services Office, Inc., 2018

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

© Insurance Services Office, Inc., 2018

Signature: Kyra Ochoa
Kyra Ochoa (Mar 10, 2021 14:29 CST)

Email: krochoa@santafenm.gov

GB COMMUNITY HEALTH AND SAFETY ESPERANZA SHELTER - AMENDMENT.

Final Audit Report 2021-03-10

Created:	2021-03-08
By:	Michelle Gurule (magurule@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAACl4gbhTl9VYOV3FLenioABMO7NwZBaSM

"GB COMMUNITY HEALTH AND SAFETY ESPERANZA SHELTER - AMENDMENT." History

Document created by Michelle Gurule (magurule@ci.santa-fe.nm.us)
2021-03-08 - 7:54:41 PM GMT- IP address: 63.232.20.2

Document emailed to Kyra Ochoa (krochoa@santafenm.gov) for signature
2021-03-08 - 7:55:23 PM GMT

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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
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"GB COMMUNITY HEALTH AND SAFETY ESPERANZA SHELTER AMENDMENT" History

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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 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.

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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 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

© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

Signature: Kyra Ochoa
Kyra Ochoa (Mar 9, 2021 14:51 CST)

Email: krochoa@santafenm.gov

GB COMMUNITY HEALTH AND SAFETY YOUTHWORKS AMENDMENT.

Final Audit Report 2021-03-09

Created:	2021-03-09
By:	Victor Vigil (vjvigil@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAASwzCSLFhQNb07gvn4aYU09YTzrK2m1BG

"GB COMMUNITY HEALTH AND SAFETY YOUTHWORKS AM ENDMENT." History

Document created by Victor Vigil (vjvigil@ci.santa-fe.nm.us)
2021-03-09 - 8:48:59 PM GMT- IP address: 63.232.20.2

Document emailed to Kyra Ochoa (krochoa@santafenm.gov) for signature
2021-03-09 - 8:49:32 PM GMT

Email viewed by Kyra Ochoa (krochoa@santafenm.gov)
2021-03-09 - 8:50:28 PM GMT- IP address: 104.47.64.254

Document e-signed by Kyra Ochoa (krochoa@santafenm.gov)
Signature Date: 2021-03-09 - 8:51:03 PM GMT - Time Source: server- IP address: 97.88.230.12

Agreement completed.
2021-03-09 - 8:51:03 PM GMT

GB COMMUNITY HEALTH AND SAFETY YOUTHWORKS AMENDMENT

Final Audit Report 2021-03-17

Created:	2021-03-15
By:	Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAtDcaoMGlm3FLkfdSdnIeZO0IgnWmzt3g

"GB COMMUNITY HEALTH AND SAFETY YOUTHWORKS AM ENDMENT" History

Document created by Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
2021-03-15 - 4:17:25 PM GMT- IP address: 63.232.20.2

Document emailed to Alexis Lotero (aclotero@santafenm.gov) for signature
2021-03-15 - 4:19:51 PM GMT

Email viewed by Alexis Lotero (aclotero@santafenm.gov)
2021-03-16 - 10:59:43 PM GMT- IP address: 104.47.64.254

Document e-signed by Alexis Lotero (aclotero@santafenm.gov)
Signature Date: 2021-03-16 - 11:03:49 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Fran Dunaway (fadunaway@santafenm.gov) for signature
2021-03-16 - 11:03:52 PM GMT

Email viewed by Fran Dunaway (fadunaway@santafenm.gov)
2021-03-17 - 3:09:23 PM GMT- IP address: 104.47.64.254

Document e-signed by Fran Dunaway (fadunaway@santafenm.gov)
Signature Date: 2021-03-17 - 3:13:25 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2021-03-17 - 3:13:25 PM GMT

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
Transaction ID:	CBJCHBCAABAA_XZqtctFYFM8vLgOIlqGDao6rvaJDNXY

"HSC Term Extension Contract Amendments Memo" History

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

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

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

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

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

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

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

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

POWERED BY Adobe Sign

CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
#19-0588

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated May 29, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and LITERACY VOLUNTEERS (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide the navigation and safety net services to adult's ages 18+.

B. Pursuant to Article 14 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. TERM

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

> THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30th 2022** unless terminated pursuant to paragraph 4 (Termination), or paragraph (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in

Section 13-1-150 NMSA 1978.

2. AGREEMENT IN FULL FORCE.

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

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

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

Date:_____

ATTEST:

_____
KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:

Marcos Martinez
Marcos Martinez (Jan 12, 2021 08:52 MST)
_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY T. MCCOY, FINANCE DIRECTOR

2400122.510400 AL
MUNIS ORG/OBJ AL

CONTRACTOR:
Literacy Volunteers

Letty Nava Executive Director
NAME & TITLE

Date: 28 Jan 2021
CRS# Exempt
Business Reg# 19-00111062
BUSINESS LICENSE#225913

2021 01 11 Amendment 1 Literacy Volunteers

Final Audit Report 2021-01-12

Created:	2021-01-12
By:	Irene Romero (ikromero@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAlpHCz8s2OptnodeleHa65nhlcgcmOl27

"2021 01 11 Amendment 1 Literacy Volunteers" History

Document created by Irene Romero (ikromero@ci.santa-fe.nm.us)
2021-01-12 - 3:49:50 PM GMT- IP address: 63.232.20.2

Document emailed to Marcos Martinez (mdmartinez@santafenm.gov) for signature
2021-01-12 - 3:50:10 PM GMT

Email viewed by Marcos Martinez (mdmartinez@santafenm.gov)
2021-01-12 - 3:50:24 PM GMT- IP address: 174.56.49.116

Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)
Signature Date: 2021-01-12 - 3:52:34 PM GMT - Time Source: server- IP address: 174.56.49.116

Agreement completed.
2021-01-12 - 3:52:34 PM GMT

ITEM # 19-0588

CITY OF SANTA FE

GOODS AND SERVICES
Tier I: Safety Net Services

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and **LITERACY VOLUNTEERS OF SANTA FE** herein after referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Definitions**

a. "Products and Services schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended with the prior approval of the Agreement Administrator. New products and services shall not be added to the Products and Services Schedule.

b. "You" and "your" refers to **(LITERACY VOLUNTEERS OF SANTA FE).** "We," "us" or "our" refers to the City and whose accounts are created under this Agreement.

c. Safety Net Services: Social welfare services provided by state and local government and non-profit agencies. These services are geared toward eliminating or reducing potentially dangerous or life-threatening conditions of poverty.

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

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

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

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

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

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

2. **Scope of Work**

Tier I: Safety Net Services Delivery (ages 18+)

Funding Category/Goal Area	Indicators
☐ Adult Health	☐ Chronic disease rates (Heart disease, diabetes, cancer, and obesity) ☐ 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

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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: 2021-03-17 - 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)
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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2021-02-23 - 8:27:38 PM GMT- IP address: 104.47.65.254

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

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

POWERED BY Adobe Sign

CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
#19-0592

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated May 29, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and THE LIFE LINK (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide the navigation and safety net services to adult's ages 18+.

B. Pursuant to Article 14 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. TERM

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

1) THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30th 2022** unless terminated pursuant to paragraph 4 (Termination), or paragraph (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in

Section 13-1-150 NMSA 1978.

2. AGREEMENT IN FULL FORCE.

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

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

CITY OF SANTA FE:

_____
ALAN M WEBBER, MAYOR

Date: _____

ATTEST:

_____
KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:

Marcos Martinez
Marcos Martinez (Jan 27, 2021 08:16 MST)
_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY T. MCCOY, FINANCE DIRECTOR

2400122.510400 AL
MUNIS ORG/OBJ AL

CONTRACTOR:
The Life Link

_____ CEO
NAME & TITLE

Date: 2/4/21

CRS: EXEMPT
REGISTRATION #19-00029352
BUSINESS LICENSE# 29352

Item # 19-0592

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT
Tier II Navigation Services

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

IT IS AGREED BETWEEN THE PARTIES:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. **Scope of Work.**

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

Funding Category/Goal Area	Indicators
☐ Adult Health	☐ Chronic disease rates (Heart disease, diabetes, cancer, and obesity) ☐ 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

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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
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Agreement completed.
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GB COMMUNITY HEALTH AND SAFETY THE LIFE LINK AMENDMENT

Final Audit Report 2021-03-17

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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 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

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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.
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
Transaction ID:	CBJCHBCAABAAcb3-MFVKwmGy5RAi9FBqXv7LbMk6yAFN

"GB COMMUNITY HEALTH AND SAFETY COMING HOME CONNECTION AMENDMENT" History

Document created by Julie Sanchez (jjsanchez@ci.santa-fe.nm.us)
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2021-03-16 - 7:35:53 PM GMT

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2021-03-16 - 8:53:26 PM GMT- IP address: 174.219.9.135

Document e-signed by Kyra Ochoa (krochoa@santafenm.gov)
Signature Date: 2021-03-16 - 8:54:13 PM GMT - Time Source: server- IP address: 174.219.9.135

Agreement completed.
2021-03-16 - 8:54:13 PM GMT

GB COMMUNITY HEALTH AND SAFETY COMING HOME CONNECTION ADMENDMENT

Final Audit Report 2021-03-23

Created:	2021-03-17
By:	Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAwwiV4RDB3nBDO93alsFhWZ5oiQtrydJn

"GB COMMUNITY HEALTH AND SAFETY COMING HOME CO NNECTION ADMENDMENT" History

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2021-03-23 - 0:51:58 AM GMT- IP address: 104.47.65.254

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Signature Date: 2021-03-23 - 2:36:10 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2021-03-23 - 2:36:10 PM GMT

City of Santa Fe
Governing Body
Findings of Fact and Conclusions of Law

Case #2020-2898
North Zia Station General Plan Amendment

Owner's/Applicant's Name – Zia Station, LLC
Agent's Name – JenkinsGavin, Inc.

THIS MATTER came before the Governing Body (Governing Body) for public hearing on April 6, 2021 and April 8, 2021 (Hearing) upon the application (Application) of JenkinsGavin, Inc. as agent for Zia Station, LLC (Applicant).

I. INTRODUCTION

The Application pertains to a property located at the northwest corner of St. Francis Drive and Zia Road, totaling approximately 13.3 acres (Property). The Applicant requests a general plan amendment to change the Future Land Use Designation from Low Density Residential (3 to 7 dwelling units per acre) to High Density Residential (12 to 29 dwelling units per acre). The Property is zoned R-1 (Residential- one dwelling unit per acre) and is within the South Central Highway Corridor Protection District (SCHC).

In related Case #2020-2914, the Applicant seeks a general plan amendment for a portion of the property at the southwest corner of St. Francis Drive and Zia Road, to change the Future Land Use Designation from Low Density Residential (3 to 7 dwelling units per acre) to Transitional Mixed-Use.

Additionally, in related Case #2020-2900, the Applicant seeks a rezoning to amend the boundaries on the Official Zoning Map of the South Central Highway Corridor Protection District (SCHC) to exclude two properties at the northwest and southwest corners of St. Francis Drive and Zia Road from the Overlay District.

Additionally, in related Case #2020-2899, the Applicant seeks a rezoning from R-1 (Residential- one dwelling unit per acre) to C-2 PUD (General Commercial- Planned Unit Development) for properties located at the northwest and southwest corners of St. Francis Drive and Zia Road.

Finally, in related Case #2020-2901, the Applicant seeks preliminary development plan approval for a mixed-use Planned Unit Development to be developed in two phases for two properties at the northwest and southwest corners of St. Francis Drive and Zia Road.

After conducting a public hearing and having heard from staff and all interested persons, the Governing Body hereby FINDS, as follows:

II. FINDINGS OF FACT

A. Background: Property History

1. On January 14, 2004, the Governing Body approved Resolution No. 2004-4, changing the future land use designation of the property at the northwest corner of St. Francis and Zia Road from Open Space to Low Density Residential (3 to 7 dwelling units per acre), and the property at the southwest corner from Park and Open Space to Transitional Mixed-Use, with a small portion changing to Low Density Residential.
2. At that time, the Applicant stated an intention to request a rezoning in the future to develop the northern property at approximately R-5 (Residential- five dwelling units per acre) or R-7 (Residential- seven dwelling units per acre), and to request a rezoning to C-2 PUD (General Commercial- Planned Unit Development) to develop the southern property as a mixed use development.

B. Background: City Planning Efforts Related to Commuter Rail

3. On September 10, 2003, the Governing Body passed Resolution No. 2003-70, unanimously supporting the effort to establish a commuter rail line between Albuquerque and Santa Fe.
4. On November 14, 2007, the Governing Body passed a follow-up Resolution No. 2007-102, reaffirming the City's commitment to commuter rail and identifying concerns to be resolved.
5. On December 13, 2007, the Santa Fe Metropolitan Planning Organization (MPO) Transportation Policy Board approved the location of the Rail Runner Express Station at Zia Road.
6. NMDOT built the Zia Station platform prior to the commencement of Rail Runner service between Albuquerque and Santa Fe in 2008.
7. In 2008, the City of Santa Fe Long Range Planning Division prepared the Rail Corridor Strategic Plan, which identified Zia Station as the "Gateway to Santa Fe" and recommended a mixed-use, transit and pedestrian oriented development at the site consisting of up to three-story buildings. This Plan and its recommendations were not formally adopted by the City's Governing Body or incorporated into the City's General Plan.
8. On March 14, 2011, City and MPO staff conducted a public input meeting to discuss the opening of the Zia Station platform for rail service as a "kiss and ride" station. MPO staff presented a conceptual plan to show how pedestrian, bicycle, transit, and automobile access could be accommodated at the site. A majority of the 250 people present expressed a desire for the Zia Station platform to open.
9. On August 30, 2011, the Governing Body adopted Resolution No. 2011-44, recognizing the need for additional capital improvements in order to open the Zia Station platform.
10. On August 13, 2015, the City entered into an Impact Fee Credit Agreement with the Applicant for the Applicant to receive impact fee credits in exchange for constructing "kiss and ride" (passenger drop off only) improvements to the Zia Station platform area. The Agreement was filed with the records of the City Clerk as Item #15-0511.
11. The Applicant completed the "kiss and ride" improvements to the Zia Station platform area in 2017.
12. In April 2017, Rail Runner service became available at the at Zia Station platform.

C. Background: Procedural History

13. Santa Fe City Code (SFCC) Section 14-3.2(D)(1) provides that an application for amendments to the general plan may be considered concurrently with an application for rezoning.
14. SFCC Section14-3.1 sets out certain procedures to be followed on the Application, including, without limitation, (a) a pre-application conference [SFCC § 14-3.l(E)]; (b) an Early Neighborhood Notification (ENN) meeting [SFCC § 14-3.1(F)(2)(a)(xii)]; and (c) compliance with notice and public hearing requirements [SFCC § 14-3.1(H)-(I)].
15. A pre-application conference was held on February 6, 2020 in accordance with SFCC Section 14-3.l(E)(1).
16. Pursuant to SFCC Section 14-3.1(H), notice of the ENN meeting was properly given.
17. Pursuant to SFCC Section 14-3.1(F), a virtual ENN meeting was held on the Application on October 29, 2020. The ENN meeting was attended the Project team, members of City staff, and approximately 90 members of the public. Residents voiced concerns about traffic impacts, building height and visual impacts to the skyline, project density, loss of open space, and impacts to their neighborhood and property values. Skepticism was expressed about the Traffic Impact Analysis (TIA) results, and whether suggested road improvements could handle traffic presumed to be generated by the project. Residents stated that it was difficult for them to evaluate the project before receiving actual application materials, but staff pointed out that under the SFCC, the ENN always takes place before submission of an application. The President of the Candlelight Neighborhood Association requested that another ENN be held for the project.
18. The Applicant held one more, informal virtual meeting to answer additional questions on November 12, 2020.
19. City staff held one more, informal virtual meeting with residents on November 16, 2020, after residents had an opportunity to review the submitted application materials. Questions for staff were largely procedural in nature, although there were questions about the specific details of the project. Staff asked residents to summarize their questions and submit them to staff for follow up. Only one resident did this, submitting a detailed traffic analysis.
20. Pursuant to SFCC Section 14-3.2(D)(1), city staff reviewed the general plan amendment application, along with the related materials and information submitted by the Applicant, for conformity with applicable SFCC requirements (Submittal Requirements) and provided the Planning Commission with a written report of its findings (Staff Report), which evaluates the factors relevant to the application.
21. Staff recommended that the Planning Commission (Commission) should recommend that the Governing Body approve the general plan amendment.
22. Pursuant to SFCC 14-3.2(D)(2)(a), "[a]ll proposed general plan amendments shall be submitted to the [Commission] for review and recommendation at a public hearing."
23. The Commission conducted a public hearing over the course of two meetings held February 4, 2021, and February 18, 2021.
24. The meeting minutes reflect that approximately forty-six (46) members of the public provided sworn public comment at the February 4, 2021 Commission meeting.
25. The record before the Governing Body reflects that approximately forty-two (42) individuals and one neighborhood association provided written public comment for the Commission's consideration at the public hearing.

26. On February 18, 2021, the Commission voted unanimously to recommend that the Governing Body approve the general plan amendment.
27. On March 4, 2021, the Commission adopted written Findings of Fact and Conclusions of Law reflecting its recommendation.

D. General Plan Amendment from Low Density to High Density Residential

28. At a hearing conducted over the course of two special meetings held April 6, 2021, and April 8, 2021, the Governing Body considered the application in this case concurrently with the applications in Case Nos. 2020-2914, 2020-2899, 2020-2900, and 2020-2901.
29. Approximately thirty-nine (39) members of the public submitted written public comments in advance the written comment deadline of 1:00 p.m. on April 6, 2021, as set forth on the published meeting agenda.
30. At the April 6, 2021 meeting, the Governing Body received reports from staff, sworn testimony and evidence from the Applicant, and sworn testimony offered by interested members of the public.
31. Approximately forty-four (44) members of the public provided sworn public testimony at the April 6, 2021 meeting, and members of the Governing Body asked follow-up questions of some members of the public and allowed them to further testify and respond.
32. At the April 8, 2021 meeting, the Governing Body asked questions of city staff and the Applicant, and conducted discussion and deliberation prior to making a decision.
33. Pursuant to SFCC Sections14-2.2(A) and 14-3.2(D)(3), and Table 14-2.1-1, the Governing Body has the authority to review and approve amendments to the general plan.
34. Pursuant to SFCC Section 14-3.2(B), the general plan must be amended before new zoning regulations establishing new land use classifications may be approved.
35. In this case, the Applicant seeks an amendment of the future land use designation from Low Density Residential to High Density Residential.
36. Under the general plan, "High Density Residential" is the highest density category and permits residential zoning of twelve to twenty-nine units per acre.
37. SFCC Section 14-3.2 sets out certain procedures for amendments to the general plan, including, without limitation, submittal of an application for review, a public hearing by the Commission, and a recommendation from the Commission to the Governing Body based upon the criteria set out in SFCC Section 14-3.2(E).
38. SFCC Section 14-3.2(E)(1) sets out approval criteria and requires the Governing Body to make complete findings of fact sufficient to show that these criteria have been met before approving an amendment to the general plan.
39. Based on the Staff Report and exhibits and the testimony and evidence presented at the hearing, the Governing Body finds that all applicable criteria in SFCC 14-3.2(E)(1) have been met.
40. Pursuant to SFCC 14-3.2(E)(1)(a), the Governing Body finds that the proposal is consistent with growth projections for Santa Fe and that an adequate supply of housing to support the workforce is important for economic development. As an infill site adjacent to major roads and commuter rail, the subject property is served by existing utility, transit, and roadway infrastructure.
41. Pursuant to SFCC 14-3.2(E)(1)(b), the Governing Body finds that the proposal is consistent with other parts of the general plan, including Guiding Policies regarding a mix of housing

types in all parts of the city, and the need to provide a mix of services and uses at the neighborhood level in the form of pedestrian-oriented neighborhood centers.

42. Pursuant to SFCC 14-3.2(E)(1)(c), the Governing Body finds that the proposed use is not inconsistent with the prevailing use and character in the area when considering the St. Francis corridor as a whole, that the Property is well over the two-acre minimum required for a general plan amendment, and that the project will not benefit one or a few landowners at the expense of the surrounding landowners or the general public because it will increase housing supply, including affordable housing; result in needed roadway improvements at Zia and St. Francis; and provide pedestrian amenities and multi-modal transportation options.
43. The Governing Body finds that the criterion in SFCC 14-3.2(E)(1)(d) is not applicable because Criterion 14-3.2(E)(1)(c) is met.
44. The Governing Body finds that the criterion in SFCC 14-3.2(E)(1)(e) is not applicable to this case.
45. Pursuant to SFCC 14-3.2(E)(1)(f), the Governing Body finds that approving a proposal for housing on the Property would promote the general welfare and contribute to the harmonious development of Santa Fe as long as the resulting density and design proposal are appropriate for the surrounding area.
46. Pursuant to SFCC 14-3.2(E)(1)(g), the Governing Body has considered conformity with other city policies, including land use policies, ordinances, regulations, and plans. The project is supported by goals and recommendations of the 2020-2045 Santa Fe Metropolitan Transportation Plan Approved May 28, 2020 by the Santa Fe MPO Transportation Policy Board; the Draft City of Santa Fe Land Use & Urban Design Plan proposed by the City of Santa Fe Long-Range Planning Division in 2017 (never adopted); the Amended Draft Rail Corridor Study: Transit Oriented Development for Santa Fe's Rail Corridor Neighborhoods, created by the City of Santa Fe Long Range Planning Division in 2008 (never adopted); and the Sustainable Santa Fe 25-Year Sustainability Plan with the Goal of Achieving Carbon Neutrality by the Year 2040, adopted by Resolution No. 2018-65.
47. The Governing Body finds that the additional criteria in SFCC 14-3.2(E)(2) are not applicable to this case because the proposal would not amend the land use policies section of the general plan.
48. The Governing Body finds that the additional criteria in SFCC 14-3.2(E)(3) are not applicable to this case because the proposal does not involve the adoption of a neighborhood plan.

E. Vote at the Hearing

49. The members of the Governing Body voted unanimously to approve the general plan amendment requested in this case.

III. CONCLUSIONS OF LAW

Under the circumstances and given the evidence and testimony submitted during the hearing, the Governing Body CONCLUDES as follows:

General

1. Pursuant to SFCC Section 14-3.1, all procedural requirements regarding the pre-application conference, ENN meeting, and notice of public hearing have been met.

General Plan Amendment

2. The Applicant has the right under the SFCC to propose an amendment to the general plan.
3. The Governing Body has the power and authority at law and under the SFCC to review and approve the proposed amendment to the general plan.
4. The Applicant met the applicable Submittal Requirements.
5. The Governing Body should approve the requested general plan amendment because all applicable code requirements and criteria for approval of the proposed amendment to the general plan have been met.

WHEREFORE, IT IS ORDERED ON THE 28TH DAY OF APRIL 2021 BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

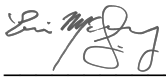
Considering the foregoing findings and conclusions, the Governing Body approves the general plan amendment, as requested in the Application for Case #2020-2898.

_____ _____
Alan M. Weber Date
Mayor

FILED:

_____ _____
Kristine Bustos-Mihelcic Date
City Clerk

APPROVED AS TO FORM:



_____ Apr 23, 2021
Erin K. McSherry Date
City Attorney

City of Santa Fe
Governing Body
Findings of Fact and Conclusions of Law

Case #2020-2914
South Zia Station General Plan Amendment

Owner's/Applicant's Name – Zia Station, LLC
Agent's Name – JenkinsGavin, Inc.

THIS MATTER came before the Governing Body (Governing Body) for public hearing on April 6, 2021 and April 8, 2021 (Hearing) upon the application (Application) of JenkinsGavin, Inc. as agent for Zia Station, LLC (Applicant).

I. INTRODUCTION

The Application pertains to a property located at the southwest corner of St. Francis Drive and Zia Road, totaling approximately 1.9 acres (Property). The Applicant requests approval of an amendment to the general plan future land use map designation from Low Density Residential (3 to 7 dwelling units per acre) to Transitional Mixed Use. The Property is zoned R-1 (Residential- one dwelling unit per acre) and is within the South Central Highway Corridor Protection District (SCHC).

In related Case #2020-2898, the Applicant requests a general plan amendment for a property located at the northwest corner of St. Francis Drive and Zia Road, to change the Future Land Use Designation from Low Density Residential (3 to 7 dwelling units per acre) to High Density Residential (12 to 29 dwelling units per acre).

Additionally, in related Case #2020-2900, the Applicant seeks a rezoning to amend the boundaries on the Official Zoning Map of the South Central Highway Corridor Protection District (SCHC) to exclude two properties at the northwest and southwest corners of St. Francis Drive and Zia Road from the Overlay District.

Additionally, in related Case #2020-2899, the Applicant seeks a rezoning from R-1 (Residential- one dwelling unit per acre) to C-2 PUD (General Commercial- Planned Unit Development) for properties located at the northwest and southwest corners of St. Francis Drive and Zia Road.

Finally, in related Case #2020-2901, the Applicant seeks preliminary development plan approval for a mixed-use Planned Unit Development to be developed in two phases for two properties at the northwest and southwest corners of St. Francis Drive and Zia Road.

After conducting a public hearing and having heard from staff and all interested persons, the Governing Body hereby FINDS, as follows:

II. FINDINGS OF FACT

A. Background: Property History

1. In 2001, SF Brown Ltd. Company, managing partner in Zia Station, LLC (Applicant) entered into an agreement to purchase the 8.34-acre pumice plant property at the southwest corner of St. Francis drive and Zia Road.
2. On January 14, 2004, the Governing Body approved Resolution No. 2004-4, changing the future land use designation of the property that the northwest corner of St. Francis and Zia Road from Open Space to Low Density Residential (3 to 7 dwelling units per acre), and the property at the southwest corner from Park and Open Space to Transitional Mixed-Use, with a small portion changing to Low Density Residential (together, the Project).
3. At that time, the Applicant stated an intention to request a rezoning in the future to develop the northern property at approximately R-5 (Residential- five dwelling units per acre) or R-7 (Residential- seven dwelling units per acre), and to request a rezoning to C-2 PUD (General Commercial- Planned Unit Development) to develop the southern property as a mixed use development.
4. In 2005, SF Brown Ltd. Company closed on the purchase of pumice plant.
5. In 2007, the pumice plant was demolished.

B. Background: City Planning Efforts Related to Commuter Rail

6. On September 10, 2003, the Governing Body passed Resolution No. 2003-70, unanimously supporting the effort to establish a commuter rail line between Albuquerque and Santa Fe.
7. On November 14, 2007, the Governing Body passed a follow-up Resolution No. 2007-102, reaffirming the City's commitment to commuter rail and identifying concerns to be resolved.
8. On December 13, 2007, the Santa Fe Metropolitan Planning Organization (MPO) Transportation Policy Board approved the location of the Rail Runner Express Station at Zia Road.
9. NMDOT built the Zia Station platform prior to the commencement of Rail Runner service between Albuquerque and Santa Fe in 2008.
10. In 2008, the City of Santa Fe Long Range Planning Division prepared the Rail Corridor Strategic Plan, which identified Zia Station as the "Gateway to Santa Fe" and recommended a mixed-use, transit and pedestrian oriented development at the site consisting of up to three-story buildings. This Plan and its recommendations were not formally adopted by the City's Governing Body or incorporated into the City's General Plan.
11. On March 14, 2011, City and MPO staff conducted a public input meeting to discuss the opening of the Zia Station platform for rail service as a "kiss and ride" station. MPO staff presented a conceptual plan to show how pedestrian, bicycle, transit, and automobile access could be accommodated at the site. A majority of the 250 people present expressed a desire for the Zia Station platform to open.
12. On August 30, 2011, the Governing Body adopted Resolution No. 2011-44, recognizing the need for additional capital improvements in order to open the Zia Station platform.
13. On August 13, 2015, the City entered into an Impact Fee Credit Agreement with the Applicant for the Applicant to receive impact fee credits in exchange for constructing "kiss and ride"

(passenger drop off only) improvements to the Zia Station platform area. The Agreement was filed with the records of the City Clerk as Item #15-0511.

14. The Applicant completed the "kiss and ride" improvements to the Zia Station platform area in 2017.
15. In April 2017, Rail Runner service became available at the at Zia Station platform.

C. Background: Procedural History

16. Santa Fe City Code (SFCC) Section 14-3.2(D)(1) provides that an application for amendments to the general plan may be considered concurrently with an application for rezoning.
17. SFCC Section14-3.1 sets out certain procedures to be followed on the Application, including, without limitation, (a) a pre-application conference [SFCC § 14-3.l(E)]; (b) an Early Neighborhood Notification (ENN) meeting [SFCC § 14-3.1(F)(2)(a)(xii)]; and (c) compliance with notice and public hearing requirements [SFCC § 14-3.1(H)-(I)].
18. A pre-application conference was held on February 6, 2020 in accordance with SFCC Section 14-3.l(E)(1).
19. Pursuant to SFCC Section 14-3.1(H), notice of the ENN meeting was properly given.
20. Pursuant to SFCC Section 14-3.1(F), a virtual ENN meeting was held on the Application on October 29, 2020. The ENN meeting was attended the Project team, members of City staff, and approximately 90 members of the public. Residents voiced concerns about traffic impacts, building height and visual impacts to the skyline, project density, loss of open space, and impacts to their neighborhood and property values. Skepticism was expressed about the Traffic Impact Analysis (TIA) results, and whether suggested road improvements could handle traffic presumed to be generated by the project. Residents stated that it was difficult for them to evaluate the project before receiving actual application materials, but staff pointed out that under the SFCC, the ENN always takes place before submission of an application. The President of the Candlelight Neighborhood Association requested that another ENN be held for the project.
21. The Applicant held one more, informal virtual meeting to answer additional questions on November 12, 2020.
22. City staff held one more, informal virtual meeting with residents on November 16, 2020, after residents had an opportunity to review the submitted application materials. Questions for staff were largely procedural in nature, although there were questions about the specific details of the project. Staff asked residents to summarize their questions and submit them to staff for follow up. Only one resident did this, submitting a detailed traffic analysis.
23. Pursuant to SFCC Section 14-3.2(D)(1), city staff reviewed the general plan amendment application, along with the related materials and information submitted by the Applicant, for conformity with applicable SFCC requirements (Submittal Requirements) and provided the Planning Commission with a written report of its findings (Staff Report), which evaluates the factors relevant to the application.
24. Staff recommended that the Planning Commission (Commission) should recommend that the Governing Body approve the general plan amendment.
25. Pursuant to SFCC 14-3.2(D)(2)(a), "[a]ll proposed general plan amendments shall be submitted to the [Commission] for review and recommendation at a public hearing."
26. The Commission conducted a public hearing over the course of two meetings held February 4, 2021, and February 18, 2021.

27. The meeting minutes reflect that approximately forty-six (46) members of the public provided sworn public comment at the February 4, 2021 Commission meeting.
28. The record before the Governing Body reflects that approximately forty-two (42) individuals and one neighborhood association provided written public comment for the Commission's consideration at the public hearing.
29. On February 18, 2021, the Commission voted unanimously to recommend that the Governing Body approve the general plan amendment.
30. On March 4, 2021, the Commission adopted written Findings of Fact and Conclusions of Law reflecting its recommendation.

D. General Plan Amendment from Low Density Residential to Transitional Mixed-Use

31. At a hearing conducted over the course of two special meetings held April 6, 2021, and April 8, 2021, the Governing Body considered the application in this case concurrently with the applications in Case Nos. 2020-2898, 2020-2900, 2020-2899, and 2020-2901.
32. Approximately thirty-nine (39) members of the public submitted written public comments in advance the written comment deadline of 1:00 p.m. on April 6, 2021, as set forth on the published meeting agenda.
33. At the April 6, 2021 meeting, the Governing Body received reports from staff, sworn testimony and evidence from the Applicant, and sworn testimony offered by interested members of the public.
34. Approximately forty-four (44) members of the public provided sworn public testimony at the April 6, 2021 meeting, and members of the Governing Body asked follow-up questions of some members of the public and allowed them to further testify and respond.
35. At the April 8, 2021 meeting, the Governing Body asked questions of city staff and the Applicant, and conducted discussion and deliberation prior to making a decision.
36. Pursuant to SFCC Sections14-2.2(A) and 14-3.2(D)(3), and Table 14-2.1-1, the Governing Body has the authority to review and approve amendments to the general plan.
37. Pursuant to SFCC Section 14-3.2(B), the general plan must be amended before new zoning regulations establishing new land use classifications may be approved.
38. In this case, the Applicant seeks an amendment of the future land use designation from Low Density Residential to Transitional Mixed-Use.
39. On November 28, 2001, the Governing Body adopted Resolution No. 2001-82, adding "Transitional Mixed-Use" as a new future land use designation.
40. Under the general plan, as amended, "Transitional Mixed-Use" is intended to allow a mix of compatible land uses in an area, including residential and commercial, in a way that creates a transitional buffer between single-family neighborhoods and commercial development through a reduction in scale and intensity.
41. SFCC Section 14-3.2 sets out certain procedures for amendments to the general plan, including, without limitation, submittal of an application for review, a public hearing by the Commission, and a recommendation to the Governing Body based upon the criteria set out in SFCC Section 14-3.2(E).
42. SFCC Section 14-3.2(E)(1) sets out approval criteria and requires the Governing Body to make complete findings of fact sufficient to show that these criteria have been met before approving an amendment to the general plan.

43. Based on the Staff Report and exhibits and the testimony and evidence presented at the hearing, the Governing Body finds that all applicable criteria in SFCC 14-3.2(E)(1) have been met.
44. Pursuant to SFCC 14-3.2(E)(1)(a), the Governing Body finds that the proposal is consistent with existing land use conditions and that there is access to available infrastructure.
45. Pursuant to SFCC 14-3.2(E)(1)(b), the Governing Body finds that the proposal is consistent with growth projections for Santa Fe, and that an adequate supply of housing to support the workforce is important for economic development. The project will provide a variety of neighborhood services in an area that is currently not served without crossing St. Francis. As an infill site adjacent to major roads and commuter rail, the subject property is served by existing utility, transit, and roadway infrastructure.
46. Pursuant to SFCC 14-3.2(E)(1)(c), the Governing Body finds that the proposed use is not inconsistent with the prevailing use and character in the area when considering the St. Francis corridor as a whole, that the requested general plan amendment is an adjustment to the future land use designation boundary between two districts, and that the project will not benefit one or a few landowners at the expense of the surrounding landowners or the general public because it will increase housing supply, including affordable housing; result in roadway improvements at Zia and St. Francis; and provide pedestrian amenities and multi-modal transportation options.
47. Pursuant to SFCC 14-3.2(E)(1)(d), the Governing Body finds that the project promotes the general welfare by providing housing and neighborhood-scale commercial in an area not currently served by such commercial amenities, adjacent to commuter rail and a public trail. New residents of the development, as well as existing residents in adjacent neighborhoods, will have alternatives to automobile travel and services within walking distance, potentially reducing pollution and traffic congestion. The proposal is of public advantage and justified by prior City actions to promote significant public investment in commuter rail. Multiple City planning documents address the importance of neighborhood scale commercial services, as detailed in the Staff Report and exhibits.
48. The Governing Body finds that the criterion in SFCC 14-3.2(E)(1)(e) is not applicable to this case.
49. Pursuant to SFCC 14-3.2(E)(1)(f), the Governing Body finds that Zia Station is a rare opportunity to create a transit-focused development in Santa Fe, promoting the general welfare through providing housing and services in a walkable, pedestrian scale environment. It will create economic opportunity and community amenities on Zia Road on the west side of St. Francis. The Governing Body has taken a series of actions over many years to welcome commuter rail to Santa Fe and has recognized Zia Station as a location for some level of transit-focused development through multiple studies.
50. Pursuant to SFCC 14-3.2(E)(1)(g), the Governing Body has considered conformity with other city policies, including land use policies, ordinances, regulations, and plans. The Project is supported by goals and recommendations of the 2020-2045 Santa Fe Metropolitan Transportation Plan Approved May 28, 2020 by the Santa Fe MPO Transportation Policy Board; the Draft City of Santa Fe Land Use & Urban Design Plan proposed by the City of Santa Fe Long-Range Planning Division in 2017 (never adopted); the Amended Draft Rail Corridor Study: Transit Oriented Development for Santa Fe's Rail Corridor Neighborhoods, created by the City of Santa Fe Long Range Planning Division in 2008 (never adopted); and

the Sustainable Santa Fe 25-Year Sustainability Plan with the Goal of Achieving Carbon Neutrality by the Year 2040, adopted by Resolution No. 2018-65.

51. The Governing Body finds that the additional criteria in SFCC 14-3.2(E)(2) are not applicable to this case because the proposal would not amend the land use policies section of the general plan.
52. The Governing Body finds that the additional criteria in SFCC 14-3.2(E)(3) are not applicable to this case because the proposal does not involve the adoption of a neighborhood plan.

E. Vote at the Hearing

53. The members of the Governing Body voted unanimously to approve the general plan amendment requested in this case.

III. CONCLUSIONS OF LAW

Under the circumstances and given the evidence and testimony submitted during the hearing, the Governing Body CONCLUDES as follows:

General

1. Pursuant to SFCC Section 14-3.1, all procedural requirements regarding the pre-application conference, ENN meeting, and notice of public hearing have been met.

General Plan Amendment

2. The Applicant has the right under the SFCC to propose an amendment to the general plan.
3. The Governing Body has the power and authority at law and under the SFCC to review and approve the proposed amendment to the general plan.
4. The Applicant met the applicable Submittal Requirements.
5. The Governing Body should approve the requested general plan amendment because all applicable code requirements and criteria for approval of the proposed amendment to the general plan have been met.

WHEREFORE, IT IS ORDERED ON THE 28TH DAY OF APRIL 2021 BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

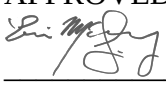
Considering the foregoing findings and conclusions, the Governing Body approves the general plan amendment, as requested in the Application for Case #2020-2914.

_____ _____
Alan M. Webber Date
Mayor

FILED:

_____ _____
Kristine Bustos-Mihelcic Date
City Clerk

APPROVED AS TO FORM:



Apr 23, 2021

Erin K. McSherry
City Attorney

Date

City of Santa Fe
Governing Body
Findings of Fact and Conclusions of Law

Case #2020-2900
Zia Station South Central Highway Corridor Protection District Rezoning

Owner's/Applicant's Name – Zia Station, LLC
Agent's Name – JenkinsGavin, Inc.

THIS MATTER came before the Governing Body (Governing Body) for public hearing on April 6, 2021 and April 8, 2021 (Hearing) upon the application (Application) of JenkinsGavin, Inc. as agent for Zia Station, LLC (Applicant).

I. INTRODUCTION

The Application pertains to properties located at the northwest and southwest corners of St. Francis Drive and Zia Road (Properties). The Applicant seeks a rezoning to amend the boundaries on the Official Zoning Map of the South Central Highway Corridor Protection District (SCHC) to exclude two properties from the Overlay District. The Properties total approximately 22.7 acres and are within the South Central Highway Corridor Protection District (SCHC).

In related Case #2020-2898, the Applicant requests a general plan amendment for a property located at the northwest corner of St. Francis Drive and Zia Road, to change the Future Land Use Designation from Low Density Residential (3 to 7 dwelling units per acre) to High Density Residential (12 to 29 dwelling units per acre).

Additionally, in related Case #2020-2914, the Applicant seeks a general plan amendment for a property at the southwest corner of St. Francis Drive and Zia Road, to change the Future Land Use Designation from Low Density Residential (3 to 7 dwelling units per acre) to Transitional Mixed Use.

Additionally, in related Case #2020-2899, the Applicant seeks a rezoning from R-1 (Residential-one dwelling unit per acre) to C-2 PUD (General Commercial - Planned Unit Development) for properties located at the northwest and southwest corners of St. Francis Drive and Zia Road.

Finally, in related Case #2020-2901, the Applicant seeks preliminary development plan approval for a mixed-use Planned Unit Development to be developed in two phases for two properties at the northwest and southwest corners of St. Francis Drive and Zia Road.

After conducting a public hearing and having heard from staff and all interested persons, the Governing Body hereby FINDS, as follows:

II. FINDINGS OF FACT

A. Background: Property History

1. In 2001, SF Brown Ltd. Company, managing partner in Zia Station, LLC (Applicant) entered into an agreement to purchase the 8.34-acre pumice plant property at the southwest corner of St. Francis drive and Zia Road.
2. On January 14, 2004, the Governing Body approved Resolution No. 2004-4, changing the future land use designation of the property that the northwest corner of St. Francis and Zia Road from Open Space to Low Density Residential (3 to 7 dwelling units per acre), and the property at the southwest corner from Park and Open Space to Transitional Mixed-Use, with a small portion changing to Low Density Residential (together, the Project).
3. At that time, the Applicant stated an intention to request a rezoning in the future to develop the northern property at approximately R-5 (Residential- five dwelling units per acre) or R-7 (Residential- seven dwelling units per acre), and to request a rezoning to C-2 PUD (General Commercial- Planned Unit Development) to develop the southern property as a mixed use development.
4. In 2005, SF Brown Ltd. Company closed on the purchase of pumice plant.
5. In 2007, the pumice plant was demolished.

B. Background: City Planning Efforts Related to Commuter Rail

6. On September 10, 2003, the Governing Body passed Resolution No. 2003-70, unanimously supporting the effort to establish a commuter rail line between Albuquerque and Santa Fe.
7. On November 14, 2007, the Governing Body passed a follow-up Resolution No. 2007-102, reaffirming the City's commitment to commuter rail and identifying concerns to be resolved.
8. On December 13, 2007, the Santa Fe Metropolitan Planning Organization (MPO) Transportation Policy Board approved the location of the Rail Runner Express Station at Zia Road.
9. NMDOT built the Zia Station platform prior to the commencement of Rail Runner service between Albuquerque and Santa Fe in 2008.
10. In 2008, the City of Santa Fe Long Range Planning Division prepared the Rail Corridor Strategic Plan, which identified Zia Station as the "Gateway to Santa Fe" and recommended a mixed-use, transit and pedestrian oriented development at the site consisting of up to three-story buildings. This Plan and its recommendations were not formally adopted by the City's Governing Body or incorporated into the City's General Plan.
11. On March 14, 2011, City and MPO staff conducted a public input meeting to discuss the opening of the Zia Station platform for rail service as a "kiss and ride" station. MPO staff presented a conceptual plan to show how pedestrian, bicycle, transit, and automobile access could be accommodated at the site. A majority of the 250 people present expressed a desire for the Zia Station platform to open.
12. On August 30, 2011, the Governing Body adopted Resolution No. 2011-44, recognizing the need for additional capital improvements in order to open the Zia Station platform.
13. On August 13, 2015, the City entered into an Impact Fee Credit Agreement with the Applicant for the Applicant to receive impact fee credits in exchange for constructing "kiss and ride"

(passenger drop off only) improvements to the Zia Station platform area. The Agreement was filed with the records of the City Clerk as Item #15-0511.

14. The Applicant completed the "kiss and ride" improvements to the Zia Station platform area in 2017.
15. In April 2017, Rail Runner service became available at the at Zia Station platform.

C. Background: Procedural History

16. Santa Fe City Code (SFCC) Section 14-3.2(D)(1) provides that an application for amendments to the general plan may be considered concurrently with an application for rezoning.
17. SFCC Section14-3.1 sets out certain procedures to be followed on the Application, including, without limitation, (a) a pre-application conference [SFCC §14-3.l(E)]; (b) an Early Neighborhood Notification (ENN) meeting [SFCC §14-3.1(F)(2)(a)(iii)]; and (c) compliance with notice and public hearing requirements [SFCC §14-3.1(H)-(I)].
18. A pre-application conference was held on February 6, 2020 in accordance with SFCC Section 14-3.l(E)(1).
19. Pursuant to SFCC Section 14-3.1(H), notice of the ENN meeting was properly given.
20. Pursuant to SFCC Section 14-3.1(F), a virtual ENN meeting was held on the Application on October 29, 2020. The ENN meeting was attended the Project team, members of City staff, and approximately 90 members of the public. Residents voiced concerns about traffic impacts, building height and visual impacts to the skyline, project density, loss of open space, and impacts to their neighborhood and property values. Skepticism was expressed about the TIA results, and that suggested road improvements could handle traffic presumed to be generated by the project. Residents stated that it was difficult for them to evaluate the project before receiving actual application materials, but staff pointed out that under the SFCC, the ENN always takes place before submission of an application. The President of the Candlelight Neighborhood Association requested that another ENN be held for the project.
21. The Applicant held one more, informal virtual meeting to answer additional questions on November 12, 2020.
22. City staff held one more, informal virtual meeting with residents on November 16, 2020, after residents had an opportunity to review the submitted application materials. Questions for staff were largely procedural in nature, although there were questions about the specific details of the project. Staff asked residents to summarize their questions and submit them to staff for follow up. Only one resident did this, submitting a detailed traffic analysis.
23. Pursuant to SFCC Section 14-3.2(D)(1), city staff reviewed the rezoning application, along with the related materials and information submitted by the Applicant, for conformity with applicable SFCC requirements (Submittal Requirements) and provided the Planning Commission with a written report of its findings (Staff Report), which evaluates the factors relevant to the application.
24. Staff recommended that the Planning Commission (Commission) should recommend that the Governing Body approve the rezoning.
25. Pursuant to SFCC Section 14-2.3(C)(7)(c) and Section 14-3.5(B)(1), the Commission has the authority to review and make recommendations to the Governing Body regarding rezonings.
26. Pursuant to SFCC 14-3.5(B)(2)(a), "[a]ll proposed rezonings shall be submitted to the planning commission for review and recommendation at a public hearing."

27. The Commission conducted a public hearing over the course of two meetings held February 4, 2021, and February 18, 2021.
28. The meeting minutes reflect that approximately forty-six (46) members of the public provided sworn public comment at the February 4, 2021 Commission meeting.
29. The record before the Governing Body reflects that approximately forty-two (42) individuals and one neighborhood association provided written public comment for the Commission's consideration at the public hearing.
30. On February 18, 2021, a majority of the Commission voted to recommend that the Governing Body approve the rezoning; two members of the Commission did not concur with the majority vote.
31. On March 4, 2021, the Commission adopted written Findings of Fact and Conclusions of Law reflecting its recommendation.

D. Rezoning: Request to Amend the Boundaries of the SCHC

32. At a hearing conducted over the course of two special meetings held April 6, 2021, and April 8, 2021, the Governing Body considered the application in this case concurrently with the applications in Case Nos. 2020-2898, 2020-2914, 2020-2899, and 2020-2901.
33. Approximately thirty-nine (39) members of the public submitted written public comments in advance the written comment deadline of 1:00 p.m. on April 6, 2021, as set forth on the published meeting agenda.
34. At the April 6, 2021 meeting, the Governing Body received reports from staff, sworn testimony and evidence from the Applicant, and sworn testimony offered by interested members of the public.
35. Approximately forty-four (44) members of the public provided sworn public testimony at the April 6, 2021 meeting, and members of the Governing Body asked follow-up questions of some members of the public and allowed them to further testify and respond.
36. At the April 8, 2021 meeting, the Governing Body asked questions of city staff and the Applicant, and conducted discussion and deliberation prior to making a decision.
37. In this case, the Applicant seeks to amend the boundaries of the South Central Highway Corridor to exclude the Properties from the overlay district.
38. On June 25, 1986, the Governing Body adopted Ordinance No. 1986-25, creating the South Central Highway Corridor Protection District (SCHC), for the purposes of establishing and maintaining a clear sense of visual openness and continuity of development, as seen from major highway entrances" to the City. SFCC § 14-5.5(A)(1)(a). The SCHC does this by regulating allowed landscaping, encouraging architectural style and scale that is representative of Santa Fe, establishing setbacks, limiting density to 21 dwelling units per acre, and limiting building height to 25'. *See* SFCC § 14-5.5(A).
39. SFCC Section 14-5.1 explains that overlay districts "are intended to apply in combination with the underlying zoning districts" and that overlay rezoning cases are governed by the general requirements set forth in SFCC Section 14-3.5, which apply to all rezonings, plus any additional rezoning requirements established by SFCC Section 14-5.
40. Pursuant to SFCC Section 14-3.5(A)(1)(d), any person may submit a written request for rezoning, along with all submissions required by the SFCC Chapter 14 and any other information requested by the land use director as reasonably necessary to determine compliance with Chapter 14 (Submittal Requirements).

41. Pursuant to SFCC Section 14-2.2(A) and Section 14-3.5(B)(2), and Table 12-2.1-1, the Governing Body has the authority to review and approve rezonings.
42. SFCC Section 14-3.5(B) sets out procedures for rezoning and requires the Commission to hold a public hearing, review the Application, and make a recommendation to the Governing Body.
43. SFCC Section 14-3.5(C) sets out approval criteria and requires the Governing Body to make complete findings of fact sufficient to show that these criteria have been met before approving a rezoning.
44. Pursuant to SFCC Section14-3.5(C)(1)(a)(i), the Governing Body finds that the rezoning is justified because implementation of the SCHC Overlay District is complicated by the fact that the City did not make accommodations for current and intended future uses on individual tracts within the SCHC Overlay when it was adopted, as it has when adopting other plans.
45. Pursuant to SFCC Section14-3.5(C)(1)(a)(ii), the Governing Body finds that the rezoning is justified because the surrounding area has changed, in that the St. Francis corridor has developed into a dense, mixed-use corridor since the SCHC was adopted. The establishment of commuter rail at the site is a significant change, and City planning efforts have repeatedly called for some level of mixed-use development at the site. The 25' height restriction of the SCHC will prevent the three-story residential density required to create a transit-focused development that will capitalize on the public investment in commuter rail.
46. Pursuant to SFCC Section14-3.5(C)(1)(a)(iii), the Governing Body finds that the rezoning is justified in that the proposed land uses for Zia Station align with General Plan Themes and Policies, such as Affordable Housing, Transportation Alternatives, Economic Diversity, Urban Form/Higher Densities, Community Oriented Development, and Mixed-Use.
47. Pursuant to SFCC Section 14-3.5(C)(1)(b), the Governing Body finds that all the rezoning requirements of Chapter 14 have been met.
48. Pursuant to SFCC Section 14-3.5(C)(1)(c), the Governing Body finds that the Zia Station proposal generally aligns with General Plan Themes and Policies. With respect to the future land use map, the Applicant has requested the required general plan amendments in the related cases considered concurrently with this case. The proposed exclusion of the subject property from the SCHC is consistent with previous actions of the City to implement the guiding development principles identified in the General Plan, such as mixed-use, infill, affordable housing, multi-modal transportation, and economic diversification at a commuter rail station. General Plan policies and resulting City ordinances allow for height above two stories elsewhere in the City, primarily in the Business Capitol District (BCD), where heights up to 56 feet are allowed in one sub-district and heights of 36 feet are allowed in several of the sub-districts. The proposed rezoning is consistent with the Transitional Mixed-Use future land use designation and multiple City studies and plans, including the Amended Draft Rail Corridor Study: Transit Oriented Development for Santa Fe's Rail Corridor Neighborhoods, created by the City of Santa Fe Long Range Planning Division in 2008, which recommended that heights of up to three-stories could be appropriate at Zia Station.
49. Pursuant to SFCC Section 14-3.5(C)(1)(d), the Governing Body finds that the property is of sufficient size for rezoning, is located in an area the General Plan designated as both infill and future growth, and that the height limitation of the SCHC will prevent proper capitalization on public investment in commuter rail.
50. Pursuant to SFCC Section 14-3.5(C)(1)(e), the Governing Body finds that the existing and proposed infrastructure will be able to accommodate or can be modified to accommodate the

impacts of the proposed development. Furthermore, the subject properties are adjacent to the Rail Trail and the Zia Rail Runner Station, providing a unique opportunity to maximize the benefits of this key piece of public infrastructure with the establishment of a transit-focused development.

51. Pursuant to SFCC Section 14-3.5(C)(2)(a), the Governing Body finds that the character of the St. Francis corridor has changed over time. Multi-family housing is plentiful along the southern St. Francis corridor, especially on the east side. To the north, the LINC Overlay recognizes the need for increased height to provide density that will support walkable, mixed-use neighborhoods.
52. Pursuant to SFCC Section 14-3.5(C)(2)(b), the Governing Body finds that at approximately 22.7 acres, the proposed rezoning is well over the two acre threshold.
53. Pursuant to SFCC Section 14-3.5(C)(2)(c), the Governing Body finds that the proposed rezoning will not benefit one or a few landowners at the expense of the surrounding landowners or the general public. The public will be served by development that will see adequate return on and maximize the benefit of significant public investment in multi-modal transportation infrastructure at the Zia Rail Runner Station and the Rail Trail.
54. Pursuant to SFCC Section 14-3.5(D)(1), the Governing Body finds that the proposed additional density can be accommodated by the existing and proposed road infrastructure improvements.
55. Pursuant to SFCC Section 14-3.5(D)(2), the Governing Body finds that the developer will cooperate and participate wholly or in part with any applicable costs of construction in addition to impact fees. The Applicant will make road improvements both on and off-site as required to support the proposed development.

E. Vote at the Hearing

56. The following member of the Governing Body did not concur with the majority vote of the Governing Body: Councilor Carol Romero-Wirth.

III. CONCLUSIONS OF LAW

Under the circumstances and given the evidence and testimony submitted during the hearing, the Governing Body CONCLUDES as follows:

General

1. Pursuant to SFCC Section 14-3.1, all procedural requirements regarding the pre-application conference, ENN meeting, and notice of public hearing have been met.

Rezoning

2. The Applicant has the right under the SFCC to propose the rezoning of the Property.
3. The Governing Body has the power and authority at law and under the SFCC to review and approve the proposed rezoning.
4. The Applicant met the applicable Submittal Requirements.
5. The Governing Body should approve the requested rezoning because all applicable code requirements and criteria for approval of the proposed rezoning have been met.

WHEREFORE, IT IS ORDERED ON THE 28TH DAY OF APRIL 2021 BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Considering the foregoing findings and conclusions, the Governing Body approves the rezoning, as requested in the Application for Case #2020-2900.

_____ _____
Alan M. Webber Date
Mayor

FILED:

_____ _____
Kristine Bustos-Mihelcic Date
City Clerk

APPROVED AS TO FORM:

_____ Apr 23, 2021
Erin K. McSherry Date
City Attorney

City of Santa Fe
Governing Body
Findings of Fact and Conclusions of Law

Case #2020-2899
Zia Station C-2 PUD Rezoning

Owner's/Applicant's Name – Zia Station, LLC
Agent's Name – JenkinsGavin, Inc.

THIS MATTER came before the Governing Body (Governing Body) for public hearing on April 6, 2021 and April 8, 2021 (Hearing) upon the application (Application) of JenkinsGavin, Inc. as agent for Zia Station, LLC (Applicant).

I. INTRODUCTION

The Application pertains to properties located at the northwest and southwest corners of St. Francis Drive and Zia Road, totaling approximately 22.7 acres (Properties). The Applicant requests approval of a rezoning from R-1 (Residential- one dwelling unit per acre) to C-2 PUD (General Commercial- Planned Unit Development). The properties are within the South Central Highway Corridor Protection District (SCHC).

In related Case #2020-2898, the Applicant requests a general plan amendment for a property located at the northwest corner of St. Francis Drive and Zia Road, to change the Future Land Use Designation from Low Density Residential (3 to 7 dwelling units per acre) to High Density Residential (12 to 29 dwelling units per acre).

Additionally, in related Case #2020-2914, the Applicant seeks a general plan amendment for a property at the southwest corner of St. Francis Drive and Zia Road, to change the Future Land Use Designation from Low Density Residential (3 to 7 dwelling units per acre) to Transitional Mixed Use.

Additionally, in related Case #2020-2900, the Applicant seeks a rezoning to amend the boundaries on the Official Zoning Map of the South Central Highway Corridor Protection District (SCHC) to exclude two properties at the northwest and southwest corners of St. Francis Drive and Zia Road from the Overlay District.

Finally, in related Case #2020-2901, the Applicant seeks preliminary development plan approval for a mixed-use Planned Unit Development to be developed in two phases for two properties at the northwest and southwest corners of St. Francis Drive and Zia Road.

After conducting a public hearing and having heard from staff and all interested persons, the Governing Body hereby FINDS, as follows:

II. FINDINGS OF FACT

A. Background: Property History

1. In 2001, SF Brown Ltd. Company, managing partner in Zia Station, LLC (Applicant), entered into an agreement to purchase the 8.34-acre pumice plant property at the southwest corner of St. Francis drive and Zia Road.
2. On January 14, 2004, the Governing Body approved Resolution 2004-4, changing the future land use designation of the property that the northwest corner of St. Francis and Zia Road from Open Space to Low Density Residential (3 to 7 dwelling units per acre), and the property at the southwest corner from Park and Open Space to Transitional Mixed-Use, with a small portion changing to Low Density Residential (together, the Project).
3. At that time, the Applicant stated an intention to request a rezoning in the future to develop the northern property at approximately R-5 (Residential- five dwelling units per acre) or R-7 (Residential- seven dwelling units per acre), and to request a rezoning to C-2 PUD (General Commercial- Planned Unit Development) to develop the southern property as a mixed use development.
4. In 2005, SF Brown Ltd. Company closed on the purchase of pumice plant.
5. In 2007, the pumice plant was demolished.

B. Background: City Planning Efforts Related to Commuter Rail

6. On September 10, 2003, the Governing Body passed Resolution No. 2003-70, unanimously supporting the effort to establish a commuter rail line between Albuquerque and Santa Fe.
7. On November 14, 2007, the Governing Body passed a follow-up Resolution No. 2007-102, reaffirming the City's commitment to commuter rail and identifying concerns to be resolved.
8. On December 13, 2007, the Santa Fe Metropolitan Planning Organization (MPO) Transportation Policy Board approved the location of the Rail Runner Express Station at Zia Road.
9. NMDOT built the Zia Station platform prior to the commencement of Rail Runner service between Albuquerque and Santa Fe in 2008.
10. In 2008, the City of Santa Fe Long Range Planning Division prepared the Rail Corridor Strategic Plan, which identified Zia Station as the "Gateway to Santa Fe" and recommended a mixed-use, transit and pedestrian oriented development at the site consisting of up to three-story buildings. This Plan and its recommendations were not formally adopted by the City's Governing Body or incorporated into the City's General Plan.
11. On March 14, 2011, City and MPO staff conducted a public input meeting to discuss the opening of the Zia Station platform for rail service as a "kiss and ride" station. MPO staff presented a conceptual plan to show how pedestrian, bicycle, transit, and automobile access could be accommodated at the site. A majority of the 250 people present expressed a desire for the Zia Station platform to open.
12. On August 30, 2011, the Governing Body adopted Resolution No. 2011-44, recognizing the need for additional capital improvements in order to open the Zia Station platform.
13. On August 13, 2015, the City entered into an Impact Fee Credit Agreement with the Applicant for the Applicant to receive impact fee credits in exchange for constructing "kiss and ride"

(passenger drop off only) improvements to the Zia Station platform area. The Agreement was filed with the records of the City Clerk as Item #15-0511.

14. The Applicant completed the "kiss and ride" improvements to the Zia Station platform area in 2017.
15. In April 2017, Rail Runner service became available at the at Zia Station platform.

C. Background: Procedural History

16. Santa Fe City Code (SFCC) Section 14-3.2(D)(1) provides that an application for amendments to the general plan may be considered concurrently with an application for rezoning.
17. SFCC Section14-3.1 sets out certain procedures to be followed on the Application, including, without limitation, (a) a pre-application conference [SFCC §14-3.l(E)]; (b) an Early Neighborhood Notification (ENN) meeting [SFCC §14-3.1(F)(2)(a)(iii)]; and (c) compliance with notice and public hearing requirements [SFCC §14-3.1(H)-(I)].
18. A pre-application conference was held on February 6, 2020 in accordance with SFCC Section 14-3.l(E)(1).
19. Pursuant to SFCC Section 14-3.1(H), notice of the ENN meeting was properly given.
20. Pursuant to SFCC Section 14-3.1(F), a virtual ENN meeting was held on the Application on October 29, 2020. The ENN meeting was attended the Project team, members of City staff, and approximately 90 members of the public. Residents voiced concerns about traffic impacts, building height and visual impacts to the skyline, project density, loss of open space, and impacts to their neighborhood and property values. Skepticism was expressed about the TIA results, and that suggested road improvements could handle traffic presumed to be generated by the project. Residents stated that it was difficult for them to evaluate the project before receiving actual application materials, but staff pointed out that under the SFCC, the ENN always takes place before submission of an application. The President of the Candlelight Neighborhood Association requested that another ENN be held for the project.
21. The Applicant held one more, informal virtual meeting to answer additional questions on November 12, 2020.
22. City staff held one more, informal virtual meeting with residents on November 16, 2020, after residents had an opportunity to review the submitted application materials. Questions for staff were largely procedural in nature, although there were questions about the specific details of the project. Staff asked residents to summarize their questions and submit them to staff for follow up. Only one resident did this, submitting a detailed traffic analysis.
23. Pursuant to SFCC Section 14-3.2(D)(1), city staff reviewed the rezoning application, along with the related materials and information submitted by the Applicant, for conformity with applicable SFCC requirements (Submittal Requirements) and provided the Planning Commission with a written report of its findings (Staff Report), which evaluates the factors relevant to the application.
24. Staff recommended that the Planning Commission (Commission) should recommend that the Governing Body approve the rezoning.
25. Pursuant to SFCC Section 14-2.3(C)(7)(c) and Section 14-3.5(B)(1), the Commission has the authority to review and make recommendations to the Governing Body regarding rezonings.
26. Pursuant to SFCC 14-3.5(B)(2)(a), "[a]ll proposed rezonings shall be submitted to the planning commission for review and recommendation at a public hearing."

27. The Commission conducted a public hearing over the course of two meetings held February 4, 2021, and February 18, 2021.
28. The meeting minutes reflect that approximately forty-six (46) members of the public provided sworn public comment at the February 4, 2021 Commission meeting.
29. The record before the Governing Body reflects that approximately forty-two (42) individuals and one neighborhood association provided written public comment for the Commission's consideration at the public hearing.
30. On February 18, 2021, a majority of the Commission voted to recommend that the Governing Body approve the rezoning; two members of the Commission did not concur with the majority vote.
31. On March 4, 2021, the Commission adopted written Findings of Fact and Conclusions of Law reflecting its recommendation.

D. Rezoning: R-1 to C2-PUD

32. At a hearing conducted over the course of two special meetings held April 6, 2021, and April 8, 2021, the Governing Body considered the application in this case concurrently with the applications in Case Nos. 2020-2898, 2020-2914, 2020-2900, and 2020-2901.
33. Approximately thirty-nine (39) members of the public submitted written public comments in advance the written comment deadline of 1:00 p.m. on April 6, 2021, as set forth on the published meeting agenda.
34. At the April 6, 2021 meeting, the Governing Body received reports from staff, sworn testimony and evidence from the Applicant, and sworn testimony offered by interested members of the public.
35. Approximately forty-four (44) members of the public provided sworn public testimony at the April 6, 2021 meeting, and members of the Governing Body asked follow-up questions of some members of the public and allowed them to further testify and respond.
36. At the April 8, 2021 meeting, the Governing Body asked questions of city staff and the Applicant, and conducted discussion and deliberation prior to making a decision.
37. In this case, the Applicant seeks a rezoning from R-1 (Residential-one dwelling unit per acre) to C-2 PUD (General Commercial- Planned Unit Development).
38. Pursuant to SFCC Section 14-3.5(A)(1)(d), any person may submit a written request for rezoning, along with all submissions required by the SFCC Chapter 14 and any other information requested by the land use director as reasonably necessary to determine compliance with Chapter 14 (Submittal Requirements).
39. Pursuant to SFCC Section 14-2.2(A) and Section 14-3.5(B)(2), and Table 12-2.1-1, the Governing Body has the authority to review and approve rezonings.
40. SFCC Section 14-3.5(B) sets out procedures for rezoning and requires the Commission to hold a public hearing, review the Application, and make a recommendation to the Governing Body.
41. SFCC Section 14-3.5(C) sets out approval criteria and requires the Governing Body to make complete findings of fact sufficient to show that these criteria have been met before approving a rezoning.
42. Pursuant to SFCC Section 14-3.5(C)(1)(a)(i), the Governing Body finds that the rezoning is justified because when the City created the Transitional Mixed-Use future land use designation, it did not create a compatible zoning classification.

43. Pursuant to SFCC Section14-3.5(C)(1)(a)(ii), the Governing Body finds that the rezoning is justified because the default R-1 zoning of the properties is not representative of the surrounding area, which includes SC-1, C-1, I-1, BIP, R-21, R-7, and R-5. In addition, the Rail Runner Zia Station is an important public transit improvement that deserves responsible development of the adjacent properties.
44. Pursuant to SFCC Section14-3.5(C)(1)(a)(iii), the Governing Body finds that the rezoning is justified because the Zia Station mixed-use, transit/pedestrian-oriented development furthers General Plan Themes and Policies, such as Affordable Housing, Transportation Alternatives, Economic Diversity, Urban Form/Higher Densities, Community Oriented Development, and Mixed Use.
45. Pursuant to SFCC Section 14-3.5(C)(1)(b), the Governing Body finds that all the rezoning requirements of Chapter 14 have been met.
46. Pursuant to SFCC Section 14-3.5(C)(1)(c), the Governing Body finds that the proposed rezoning is consistent with the applicable policies of the general plan in that most of the Phase 2 property is already designated Transitional Mixed-Use, which supports the requested C-2 PUD zoning, and the Applicant is requesting required amendments to the Future Land Use Map of the General Plan concurrently with this Application.
47. Pursuant to SFCC Section 14-3.5(C)(1)(d), the Governing Body finds that the property is of sufficient size for rezoning and is located in an area that was designated for infill and future growth. At approximately 21 acres, the project site has the potential to provide significant housing and neighborhood scale services, at a location served by existing infrastructure, transit, and pedestrian trails.
48. Pursuant to SFCC Section 14-3.5(C)(1)(e), the Governing Body finds that the existing and proposed infrastructure can be modified to accommodate the impacts of the proposed development. A TIA was performed to assess the impact of the additional traffic anticipated to be generated by the proposed development. The Applicant will make improvements to the intersection of St. Francis Drive and Zia Road, including a third left-turn lane, which will improve traffic movement and stacking at this intersection.
49. Pursuant to SFCC Section 14-3.5(C)(2)(a), the Governing Body finds that the proposed zoning amendment will enable the construction of a mixed use development appropriate to the existing Transitional Mixed-Use future land use designation. The St. Francis corridor is generally mixed-use in nature, with both commercial and residential development, including much multi-family residential.
50. Pursuant to SFCC Section 14-3.5(C)(2)(b), the Governing Body finds that at 21.0 acres, the proposed rezoning is well over the two acre threshold.
51. Pursuant to SFCC Section 14-3.5(C)(2)(c), the Governing Body finds that the proposed rezoning will not benefit one or a few landowners at the expense of the surrounding landowners or the general public, in that Zia Station not only complies with numerous General Plan policies as addressed above, but is the type of mixed-use, walkable community that the General Plan encourages. The project benefits the general public through increased housing supply, road network improvements, pedestrian amenities, neighborhood services, opportunities for small businesses, and multi-modal transportation options. The Governing Body has taken multiple actions leading toward a mixed use, transit-focused development at this location.
52. Pursuant to SFCC Section 14-3.5(D), the Governing Body finds that the proposed rezoning and density can be accommodated by the proposed road infrastructure improvements.

53. At the Hearing, the Applicant stated that the Applicant did not intend for the Properties to be used for short-term rental uses and that the Applicant was in agreement with a condition to prohibit short-term rental uses within the planned unit development.

E. Vote at the Hearing

54. The following member of the Governing Body did not concur with the majority vote at the Hearing: Councilor Carol Romero-Wirth.

III. CONCLUSIONS OF LAW

Under the circumstances and given the evidence and testimony submitted during the hearing, the Governing Body CONCLUDES as follows:

General

1. Pursuant to SFCC Section 14-3.1, all procedural requirements regarding the pre-application conference, ENN meeting, and notice of public hearing have been met.

Rezoning

1. The Applicant has the right under the SFCC to propose the rezoning of the Property.
2. The Governing Body has the power and authority at law and under the SFCC to review and approve the proposed rezoning.
3. The Applicant met the applicable Submittal Requirements.
4. The Governing Body should approve the requested rezoning subject to a condition prohibiting short-term rental uses because all applicable code requirements and criteria for approval of the proposed rezoning have been met.

WHEREFORE, IT IS ORDERED ON THE 28TH DAY OF APRIL 2021 BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Considering the foregoing findings and conclusions, the Governing Body approves the rezoning, as requested in the Application for Case #2020-2899, subject to the condition that short-term rental uses shall be prohibited throughout the planned unit development.

_____ _____
Alan M. Weber Date
Mayor

FILED:

_____ _____
Kristine Bustos-Mihelcic Date
City Clerk

APPROVED AS TO FORM:

Erin McSherry
City Attorney

Apr 23, 2021
Date

City of Santa Fe
Governing Body
Findings of Fact and Conclusions of Law

Case #2020-2901
Zia Station Preliminary Development Plan

Owner's/Applicant's Name – Zia Station, LLC
Agent's Name – JenkinsGavin, Inc.

THIS MATTER came before the Governing Body (Governing Body) for public hearing on April 6, 2021 and April 8, 2021 (Hearing) upon the application (Application) of JenkinsGavin, Inc. as agent for Zia Station, LLC (Applicant).

I. INTRODUCTION

The Application pertains to properties located at the northwest and southwest corners of St. Francis Drive and Zia Road, totaling approximately 22.7 acres (Properties). The Applicant requests preliminary development plan approval for a mixed-use Planned Unit Development to be developed in two phases (Project). The Planned Unit Development will be comprised of approximately 384 dwelling units, 84,000 square feet of office space, and 36,000 square feet of restaurant/retail space. The Application includes a request for approval of an innovative street design. The properties are zoned R-1 (Residential- one dwelling unit per acre), and are within the South Central Highway Corridor Protection District (SCHC).

In related Case #2020-2898, the Applicant requests a general plan amendment for a property located at the northwest corner of St. Francis Drive and Zia Road, to change the Future Land Use Designation from Low Density Residential (3 to 7 dwelling units per acre) to High Density Residential (12 to 29 dwelling units per acre).

Additionally, in related Case #2020-2914, the Applicant seeks a general plan amendment for a property at the southwest corner of St. Francis Drive and Zia Road, to change the Future Land Use Designation from Low Density Residential (3 to 7 dwelling units per acre) to Transitional Mixed Use.

Additionally, in related Case #2020-2899, the Applicant seeks a rezoning from R-1 (Residential- one dwelling unit per acre) to C-2 PUD (General Commercial- Planned Unit Development) for properties located at the northwest and southwest corners of St. Francis Drive and Zia Road.

Finally, in related Case #2020-2900, the Applicant seeks a rezoning to amend the boundaries on the Official Zoning Map of the South Central Highway Corridor Protection District (SCHC) to exclude two properties at the northwest and southwest corners of St. Francis Drive and Zia Road from the Overlay District.

After conducting a public hearing and having heard from staff and all interested persons, the Governing Body hereby FINDS, as follows:

II. FINDINGS OF FACT

A. Background: Procedural History

1. SFCC Section14-3.1 sets out certain procedures to be followed on the Application, including, without limitation, (a) a pre-application conference [SFCC § 14-3.l(E)]; (b) an Early Neighborhood Notification (ENN) meeting [SFCC §1 4-3.1(F)(2)(a)(iv)]; and (c) compliance with notice and public hearing requirements [SFCC § 14-3.1(H)-(I)].
2. A pre-application conference was held on February 6, 2020 in accordance with SFCC Section 14-3.l(E)(1).
3. Pursuant to SFCC Section 14-3.1(H), notice of the ENN meeting was properly given.
4. Pursuant to SFCC Section 14-3.1(F), a virtual ENN meeting was held on the Application on October 29, 2020. The ENN meeting was attended the Project team, members of City staff, and approximately 90 members of the public. Residents voiced concerns about traffic impacts, building height and visual impacts to the skyline, project density, loss of open space, and impacts to their neighborhood and property values. Skepticism was expressed about the TIA results, and that suggested road improvements could handle traffic presumed to be generated by the project. Residents stated that it was difficult for them to evaluate the project before receiving actual application materials, but staff pointed out that under the SFCC, the ENN always takes place before submission of an application. The President of the Candlelight Neighborhood Association requested that another ENN be held for the project.
5. The Applicant held one more, informal virtual meeting to answer additional questions on November 12, 2020.
6. City staff held one more, informal virtual meeting with residents on November 16, 2020, after residents had an opportunity to review the submitted application materials. Questions for staff were largely procedural in nature, although there were questions about the specific details of the project. Staff asked residents to summarize their questions and submit them to staff for follow up. Only one resident did this, submitting a detailed traffic analysis.
7. Pursuant to SFCC Section 14-3.2(D)(1), city staff reviewed the preliminary development plan application, along with the related materials and information submitted by the Applicant, for conformity with applicable SFCC requirements (Submittal Requirements) and provided the Planning Commission with a written report of its findings (Staff Report), which evaluates the factors relevant to the application.
8. Staff recommended that the Commission should recommend that the Governing Body approve the preliminary development plan and innovative street design, subject to conditions of approval and the technical corrections set forth in the Staff Report and exhibits.
9. The Commission conducted a public hearing over the course of two meetings held February 4, 2021, and February 18, 2021.
10. The meeting minutes reflect that approximately forty-six (46) members of the public provided sworn public comment at the February 4, 2021 Commission meeting.
11. The record before the Governing Body reflects that approximately forty-two (42) individuals and one neighborhood association provided written public comment for the Commission's consideration at the public hearing.

12. On February 18, 2021, a majority of the Commission voted to recommend that the Governing Body approve the preliminary development plan and innovative street design; two members of the Commission did not concur with the majority vote.
13. On March 4, 2021, the Commission adopted written Findings of Fact and Conclusions of Law reflecting its recommendation.

B. Development Plan

14. At a hearing conducted over the course of two special meetings held April 6, 2021, and April 8, 2021, the Governing Body considered the application in this case concurrently with the applications in Case Nos. 2020-2898, 2020-2899, 2020-2900, and 2020-2914.
15. Approximately thirty-nine (39) members of the public submitted written public comments in advance the written comment deadline of 1:00 p.m. on April 6, 2021, as set forth on the published meeting agenda.
16. At the April 6, 2021 meeting, the Governing Body received reports from staff, sworn testimony and evidence from the Applicant, and sworn testimony offered by interested members of the public.
17. Approximately forty-four (44) members of the public provided sworn public testimony at the April 6, 2021 meeting, and members of the Governing Body asked follow-up questions of some members of the public and allowed them to further testify and respond.
18. At the April 8, 2021 meeting, the Governing Body asked questions of city staff and the Applicant, and conducted discussion and deliberation prior to making a decision.
19. Under SFCC Section 14-3.8(B)(3)(a), a new development with a gross floor area of thirty thousand (30,000) square feet or more requires approval of a development plan.
20. Under SFCC Section 14-3.8(B)(3)(b), a new development with a gross floor area of ten thousand (10,000) square feet in the C-2 zone requires a development plan.
21. Pursuant to SFCC Section 14-5.7(C)(1), an application for PUD rezoning must be accompanied by a preliminary development plan.
22. Pursuant to SFCC Sections 14-2.2(A), 14-3.8(C)(2)(a), 14-3.5(B)(2), and 14-5.7(C)(1), and Table 12-2.1-1, the Governing Body has the authority to review and approve preliminary development plans associated with C-2 PUD rezoning applications.
23. SFCC Section 14-3.8 establishes certain procedures for development plan approval including, without limitation, a public hearing and a decision based on the criteria set out in SFCC Section 14-3.8(D).
24. SFCC Section 14-3.8(C)(1) requires the Applicant to submit plans and other documentation that demonstrates conformance with applicable provisions of the SFCC (Submittal Requirements).
25. SFCC Section 14-3.8(D)(1) sets out approval criteria and requires the Governing Body to make complete findings of fact sufficient to show that these criteria have been met before approving a development plan.
26. Pursuant to SFCC Section 14-3.8(D)(1)(a), the Governing Body finds that it has the authority to review the preliminary development plan under SFCC Sections SFCC Sections 14-2.2(A), 14-3.8(C)(2)(a), 14-3.5(B)(2), and 14-5.7(C)(1), and Table 12-2.1-1.
27. Pursuant to SFCC Section 14-3.8(D)(1)(b), the Governing Body finds that the preliminary development plan will not adversely affect the public interest. The Governing Body has implemented the General Plan and ordinances to establish minimum standards for health,

safety and welfare affecting land uses and developments as a means to protect the public interest. This project serves the public interest through the provision of much-needed housing proximate to multi-modal transit options and public trails.

28. Pursuant to SFCC Section 14-3.8(D)(1)(c), the Governing Body finds that the use and any associated buildings are compatible with and adaptable to buildings, structures, and uses of the abutting property and other properties in the vicinity of the premises under consideration. The subject property is located in a mixed-use area comprising significant commercial and multi-family development. The proposed uses and scale of the project is compatible with land uses in the vicinity, while serving as an appropriate transition between the adjacent existing residential development and the St. Francis corridor.
29. Pursuant to SFCC Section 14-3.8(D)(2), the Governing Body "may specify conditions of approval that are necessary to accomplish the proper development of the area and to implement the policies of the general plan."
30. The Governing Body finds that the conditions of approval and technical corrections set forth in the Staff Report and exhibits are necessary to accomplish the proper development of the area and to implement the policies of the general plan.
31. At the Hearing, the Applicant agreed to four additional conditions of approval, as follows: (1) the Applicant shall use 500-year storm event modeling when determining the final design for arroyo bank stabilization measures; (2) the Applicant shall assist with coordinating the efforts of the City, the New Mexico Gas Company, and any other relevant parties to mitigate erosion and other issues associated with the natural gas line, which is located off-site (not on the Applicant's property); (3) any amendments to the Santa Fe Homes Program Agreement for the project shall be presented to the Governing Body for review and approval; and (4) the New Mexico Department of Transportation shall approve the final placement, design, and operation of the HAWK pedestrian crossing and any work or improvements within the State of New Mexico's right-of-way.
32. The Governing Body finds that the four additional conditions agreed to at the hearing are necessary to accomplish the proper development of the area and to implement the policies of the general plan.
33. Pursuant to SFCC Section 14-9.2(B)(3), the Governing Body may consider and approve an innovative street design that is not included among the street types and street sections shown or described in SFCC Section 14-9.2 if the innovative street design provides adequate pedestrian and bicycle facilities, as well as necessary transit facilities.
34. The Governing Body finds that the Applicant's proposed innovative street design should be approved because it furthers the intent of SFCC Section 14-9.2 and provides adequate pedestrian and bicycle facilities, as well as necessary transit facilities.

C. Vote at the Hearing

35. The following member of the Governing Body did not concur with the majority vote of the Governing Body: Councilor Carol Romero-Wirth.

III. CONCLUSIONS OF LAW

Under the circumstances and given the evidence and testimony submitted during the hearing, the Governing Body CONCLUDES as follows:

General

1. Pursuant to SFCC Section 14-3.1, all procedural requirements regarding the pre-application conference, ENN meeting, and notice of public hearing have been met.

Development Plan

2. Pursuant to SFCC Section 14.5-7(C)(1), a preliminary development plan must accompany a request for C-2 PUD rezoning.
3. The Governing Body has the authority to review and approve the preliminary development plan, including the proposed innovative street design, subject to conditions.
4. The Applicant met the applicable Submittal Requirements.
5. The Governing Body should approve the preliminary development plan and innovative street design, subject to the conditions of approval and technical corrections recommended by staff and the additional conditions agreed to at the hearing, because all applicable code requirements and criteria for preliminary development plan approval have been met.
6. Final development plans for one or both phases of the Project shall be subject to review and approval by the Planning Commission at a public hearing, pursuant to SFCC Section 14-3.8 and other applicable provisions of Chapter 14 of the SFCC.

WHEREFORE, IT IS ORDERED ON THE 28TH DAY OF APRIL 2021 BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Considering the foregoing findings and conclusions, the Governing Body approves the preliminary development plan for the Properties (Case #2020-2901), including the request for an innovative street design, subject to the conditions and the technical corrections set forth in the Staff Report and exhibits, and the following additional conditions of approval:

(1) The Applicant shall use 500-year storm event modeling when determining the final design for arroyo bank stabilization measures.

(2) The Applicant shall assist with coordinating the efforts of the City, the New Mexico Gas Company, and any other relevant parties to mitigate erosion and other issues associated with the natural gas line, which is located off-site (not on the Applicant's property).

(3) Any amendments to the Santa Fe Homes Program Agreement for the Project shall be presented to the Governing Body for review and approval.

(4) The New Mexico Department of Transportation shall approve the final placement, design, and operation of the HAWK pedestrian crossing and any work or improvements within the State of New Mexico's right-of-way.

Pursuant to SFCC Section 14-3.19(B)(2), approval of the preliminary development plan shall expire three years after this final action approving it unless the final development plan is approved or an extension is granted pursuant to SFCC Section 14-3.19(C). If the preliminary development

plan expires, a new preliminary development plan must be submitted to the Governing Body for review and approval prior to development of the Properties.

_____ _____
Alan M. Weber Date
Mayor

FILED:

_____ _____
Kristine Bustos-Mihelcic Date
City Clerk

APPROVED AS TO FORM:

_____ Apr 23, 2021
Erin McSherry Date
City Attorney

City of Santa Fe
Governing Body
Findings of Fact and Conclusions of Law

Appeal No. 2021-3256-APPL
Appellant's Name – Laura Chock
Agent's Name – Frank Herdman
Address – 542 Camino del Monte Sol

THIS MATTER came before the City of Santa Fe (City) Governing Body (Governing Body) for a public hearing on April 14, 2021 (Hearing) to consider the appeal (Appeal) of Laura Chock (Appellant) from the written decision of the City's Historic Districts Review Board (Board) in Case No. 2020-3006-HDRB. In that decision, the Board denied Appellant's request to replace her pedestrian front gate at 542 Camino del Monte Sol (Property) and to add an arched stucco feature over the top of the gate (Project). Appellant asked the Governing Body to reverse the Board's decision, arguing that the Board's decision lacks factual support and is contrary to law.

I. RECORD ON APPEAL

The record on appeal (Record) includes the following documents:

1. Memorandum dated April 2, 2021, for the April 14, 2021 Meeting of the Governing Body to the Members of the Governing Body from Sally A. Paez, Assistant City Attorney, regarding the Appellant's appeal from the Board's decision in Case No. 2020-3006-HDRB (Memorandum);
2. Exhibit A, Verified Appeal Petition (Petition) filed February 25, 2021, including the following attached exhibits: (1) Board decision dated February 25, 2021; (2) photo of existing gate; (3) photos of other gates; (4) drawing of proposed gate design; (5) photo of proposed replacement gate; (6) photos of the streetscape; and (7) Eastside Historic Streetscapes (excerpt from 1989 report by Marlyn Bush Thurber).
3. Exhibit B, Board Findings of Fact and Conclusions of Law for Case #2020-3006-HDRB, issued February 23, 2021 and filed by the City Clerk with the records of the City as Item #21-0084;
4. Exhibit C, relevant excerpts from the minutes of the February 23, 2021 Board meeting;
5. Exhibit D, Board Action Letter from Historic Preservation Division (HPD) Staff;
6. Exhibit E, relevant excerpts from the minutes of the February 9, 2021 Board meeting;
7. Exhibit F, HPD Staff Report and Exhibits for Case #2020-3006-HDRB from the February 9, 2021 Board meeting;
8. Exhibit G, Application filed with the City Land Use Department (LUD) on November 24, 2020;
9. Exhibit H, Board Findings of Fact and Conclusions of Law for related Case #2020-2959-HDRB, issued January 26, 2021 and filed by the City Clerk with the records of the City as Item #21-0046;
10. Appellant's Supplemental Materials submitted for the April 14, 2021 Hearing (totaling 45 pages).

II. FINDINGS OF FACT

After conducting a public hearing, the Governing Body hereby FINDS, as follows:

A. The Property

1. 542 Camino del Monte Sol is a residential property located in the City's Downtown and Eastside Historic District.
2. The main house was built prior to 1928 in the Spanish Pueblo Revival style and has a historic designation of "significant" to the Downtown and Eastside Historic District.
3. The Santa Fe City Code (SFCC) Section 14-12.1 defines a significant structure as follows: "A structure located in a historic district that is approximately fifty years old or older, and that embodies distinctive characteristics of a type, period or method of construction. For a structure to be designated as significant, it must retain a high level of historic integrity. A structure may be designated as significant: (A) for its association with events or persons that are important on a local, regional, national or global level; or (B) if it is listed on or is eligible to be listed on the State Register of Cultural Properties or the National Register of Historic Places."
4. In addition to the "significant" main house, the Property includes a garage and a front yard wall that have a historic designation of "contributing" to the Downtown and Eastside Historic District.
5. The SFCC Section 14-12.1 defines a contributing structure as follows: "A structure, located in a historic district, approximately fifty years old or older that helps to establish and maintain the character of that historic district. Although a contributing structure is not unique in itself, it adds to the historic associations or historic architectural design qualities that are significant for a district. The contributing structure may have had minor alterations, but its integrity remains."

B. The Contributing Yard Wall & Proposed New Gate and Stuccoed Arch

6. The contributing yard wall structure is approximately seventy-five feet (75') in length and varies in height from four feet to five feet (4' - 5') above grade.
7. The thickness of the wall varies between twelve and fourteen inches (12" - 14") in width.
8. The composition of the wall is unknown, but it is likely adobe.
9. Near the south end of the wall, corresponding with the house's front door, is an opening that contains a wood-slat pedestrian gate with a flat diamond motif.
10. The existing gate is approximately four feet by four feet (4'x4') and is not historic.
11. The gate was excluded from the "contributing" status assigned to the yard wall.
12. Appellant seeks to replace the existing wooden pedestrian gate. with a refurbished gate that would be four feet wide by six feet tall and 8 inches wide (4'x6'- 8").
13. The proposed gate would have a tall, stuccoed arch feature over the top and would be framed by an exposed header and exposed side jambs.
14. The total height of the gate and stuccoed arch would be eight feet, four inches (8'4") at the highest point and would taper down to the wall height of four feet, six inches (4'6").

15. The proposed gate would be solid wood, stained Sherwin Williams "chestnut" color; and the stucco top and sides would match the existing yard wall stucco color, El Rey "desert rose."

C. Procedural History & Board Decision

16. On November 24, 2020, Appellant filed an Application with the HPD, requesting Board review and approval of the proposed gate replacement and new arched stucco feature, in addition to other items that are not relevant to this Appeal.
17. HPD staff reviewed the Application and related materials and information submitted by the Applicant for conformity with applicable SFCC requirements and provided the Board with a written report of its findings (Staff Report), which evaluated the factors relevant to the Application.
18. The Project is subject to the requirements and general design standards set forth in SFCC Section 14-5.2(D), General Design Standards.
19. The Project is subject to SFCC Section 14-5.2(C), Regulation of Significant and Contributing Structures.
20. The property is located in the Downtown and Eastside Historic District and is subject to the district design standards set forth in SFCC Section 14-5.2(E).
21. HPD staff recommended that the Board approve the Project, finding that the proposal complied with all applicable design standards in the City's Historic Districts Ordinance, *see* SFCC § 14-5.2(D), (E).
22. At a public hearing held February 9, 2021, the Board heard presentations by HPD staff, Appellant, Appellant's agent/architect, and interested members of the public.
23. Following questions and discussion from the Board, a majority of the Board voted to deny the Project.
24. On February 23, 2021, the Board adopted written findings of fact and conclusions of law reflecting its decision.
25. As reflected by the Board's written decision, the Board had three independent reasons for denying approval of the Project: (1) the proposed change to the front yard wall would alter the architectural features and spaces that embody the status of the contributing yard wall, (2) the proposed changes to the front yard wall would render the wall incompatible with the other low street walls located along the Camino del Monte Sol streetscape; and (3) the gate and tall stuccoed arch would block the view of the chimney of the significant structure, which has existed for almost one hundred (100) years and is an important sculptural element of the residence.

D. Appeal to Governing Body

26. Under SFCC Section 14-3.17(A)(1)(b), final actions of a Land Use Board include a written decision made after a public hearing.
27. On February 25, 2021, Appellant timely filed a verified appeal petition, asking the Governing Body to reverse the decision of the Board and approve the Project.
28. The Appellant provided notice of the Hearing in accordance with the notice provisions of SFCC Section 14-3.1(H)(4).
29. Under SFCC Section 14-3.17(H)(4), Appellant has the burden of proof on appeal.

30. Under SFCC Section 14-2.2(F), the Governing Body conducts a de novo hearing on an appeal of a final action of a land use board.
31. At the Hearing, the Governing Body received presentations and testimony from City staff, Appellant and Appellant's representative, and one interested member of the public.
32. SFCC Section 14-3.17(A)(2) sets forth the valid grounds for an appeal of a Board decision and provides that an appeal may be filed for one or more of the following reasons only: (1) the Board's final action does not comply with SFCC Chapter 14 or the Zoning Enabling Act, NMSA 1978, Sections 3-21-1 to -14; (2) the Board misapplied SFCC Chapter 14; or (3) the Board's decision is not supported by substantial evidence.
33. In this case, Appellant raised four issues on appeal: (1) the Board erred by denying the Project because the SFCC allows pedestrian gates to exceed the maximum allowable height for walls and fences; (2) the Board erred by finding that the Project would alter and negatively impact the character of the contributing yard wall; (3) the Board erred by finding that the Project would negatively impact the streetscape; and (4) the Board lacked authority to deny the Project based on a finding that the gate would partially block the view of the chimney on the significant residence.

Height of Pedestrian Gate

34. The SFCC permits a pedestrian gate to exceed the maximum allowable height for walls and fences. *See* SFCC § 14-5.2(D)(9)(c)(iii) (stating that "the increased height of walls or fences over pedestrian and vehicular openings, and gates" should be excluded from height calculations); § 14-8.5(B)(2)(c) ("Walls and fences may exceed the height limit over pedestrian or vehicular gates.").
35. The Board's decision to deny the Project was not based on a determination that the gate would exceed the maximum allowable wall height.

Alteration of Architectural Features & Spaces that Embody the Contributing Status of the Wall

36. The first reason the Board denied the Project was its finding that the proposed change to the yard wall, specifically the stuccoed arch feature over the top of the gate, "would alter the architectural features and spaces that embody the status of the contributing yard wall structure."
37. SFCC Section 14-5.2(D)(1)(a) states as follows: "The status of a significant, contributing, or landmark structure shall be retained and preserved. If a proposed alteration will cause a structure to lose its significant, contributing, or landmark status, the application shall be denied. The removal of historic materials or alteration of architectural features and spaces that embody the status shall be prohibited."
38. As reflected in the HCPI included in the Record, the contributing yard wall is a simple, low stuccoed yard wall, likely constructed of adobe.
39. The addition of a stuccoed arch feature to a height of eight feet, four inches (8'4") tall would constitute a significant change to the design and appearance of the wall, including the unique aspects and configuration that led to its historic designation as "contributing."
40. The addition of a stuccoed arch feature to a height of eight feet, four inches (8'4") tall would not constitute a minor alteration to the historic wall and would decrease its historic integrity.

41. The addition of a stuccoed arch feature to a height of eight feet, four inches (8'4") tall would decrease the historic wall's ability to add to the historic architectural design qualities that are significant for the Downtown and Eastside Historic District.

Compatibility with the Streetscape

42. The second reason for the Board's denial of the Project was the Board's finding that the addition of the tall, stuccoed arch feature over the top of the gate would "render the wall incompatible with the other low street walls located along the Camino del Monte Sol streetscape."
43. The streetscape is defined as "[t]he visual character of a street or section of a street as defined by topography; the pattern of structures and open space; building and wall setbacks; street design; architectural design; and heights, widths and proportions of structures, fixtures and graphics." SFCC § 14-12.1.
44. SFCC Section 14-5.2(A)(1)(c) provides that a purpose of the City's Historic Districts Ordinance is to preserve "[a] general harmony as to style, form, color, height, proportion, texture and material between buildings of historic design and those of more modern design."
45. SFCC Section 14-5.2(D)(9)(e) provides that "[t]he height of a proposed building or addition, its façade length, and its roof form and pitch shall appear to be in proportion to the height, façade length, and roof form and pitch of buildings in the applicable streetscape, or the building on which the addition is proposed."
46. SFCC Section 14-5.2(E)(2) provides that "[r]ecent Santa Fe style intends to achieve harmony with historic buildings by retention of a similarity of materials, color, proportion, and general detail."
47. In this Appeal, the relevant streetscape includes buildings, yard walls, and fences on both sides of the street for a distance of six-hundred feet (600') in both directions from the Property. SFCC § 14-5.2(D)(9)(a)(ii)(A).
48. According to the Eastside Historic Streetscapes report included in the Record, "Along several stretches [of the streetscape] there is a strong continuity of form in the high walls at pavement edge creating a single undulating plane. Buildings behind are partially visible or blocked from view."
49. According to the Eastside Historic Streetscapes report included in the Record, "[f]ences are rarely seen, mostly on the upper portion."
50. According to the Eastside Historic Streetscapes report included in the Record, Camino del Monte Sol as a whole "is a deceptively simple streetscape filled with artistic devices" and "has a contradiction of massive buildings and human scale."
51. Based on the Record and Google Street View, as shown at the Hearing, the northern portion of Camino del Monte Sol, closer to Canyon Road, is characterized by the high walls and undulating plane described in the Eastside Historic Streetscapes report.
52. Based on the Record and Google Street View, as shown at the Hearing, the streetscape where the Property is located and the southern (upper) portion of Camino del Monte Sol includes a mixture of lower street walls, fences, and more open space, particularly on the east side of the street.

53. The addition of a stuccoed arch feature to a height of eight feet, four inches (8'4") tall would render the wall incompatible with the other low street walls located along the applicable portion of the Camino del Monte Sol streetscape.

View of the Chimney on the Significant Residence

54. The third reason for the Board's denial of the proposed new gate was the Board's finding that the gate and stuccoed arch would block the view of the chimney, which is an important sculptural element of the significant residential structure that has existed for almost one hundred (100) years.
55. The significant residential structure was once the home of artist William Shuster, who created the first Zozobra in 1926.
56. At the Hearing, City staff testified under oath that the City has documentation demonstrating that the chimney was designed by William Shuster, and Appellant testified that the previous home owners had suggested that the chimney was designed by Applegate.
57. The Board did not make a finding that the Project would alter the architectural features or spaces that embody the significant structure or cause the significant structure to lose its status.

III. CONCLUSIONS OF LAW

Under the circumstances and based upon the record and the evidence and testimony submitted at the hearing, the Governing Body CONCLUDES as follows:

1. The Governing Body has the power and authority to hear and decide the matter that is the subject of the Appeal.
2. The Board decision issued February 25, 2021 is a final action subject to appeal.
3. Appellant timely appealed the Board's decision to the Governing Body and complied with the procedural requirements set forth in the SFCC.
4. The Appeal should be denied because the Project would alter the "architectural features and spaces that embody" the wall's contributing status, in violation of SFCC Section 14-5.2(D)(1)(a).
5. The Appeal should be denied because the Project would render the yard wall incompatible with the other low street walls located along the applicable portion of the Camino del Monte Sol streetscape, in violation of the SFCC code provisions that require new construction to harmonize with historic buildings and structures by retention of style, form, height, and proportion.
6. The Governing Body does not need to reach Appellant's argument that the City lacks authority to regulate the public view of the significant structure because two other, independent bases support the decision to deny the Project.
7. The Governing Body voted to deny the appeal and to affirm the Board's final action, with a vote of five (5) in the affirmative and four (4) in the negative.
8. The following members of the Governing Body voted in favor of the motion to deny the appeal and affirm the Board's final action: Mayor Alan Webber, Councilor Signe Lindell,

Councilor Carol Romero-Wirth, Councilor Roman Abeyta, and Councilor Christopher Rivera.

9. The following members of the Governing Body did not vote in favor of the motion to deny the appeal and affirm the Board's final action: Councilor Renee Villarreal, Councilor Michael Garcia, Councilor Jamie Cassutt-Sanchez, and Councilor JoAnne Vigil Coppler.

WHEREFORE, IT IS ORDERED ON THE 28TH OF APRIL, 2021 BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Considering the foregoing findings and conclusions, the Governing Body denies the appeal and affirms the Board's decision to deny the Project.

_____ _____
Alan M. Webber Date
Mayor

FILED WITH THE CITY CLERK:

_____ _____
Kristine Bustos-Mihelcic Date
City Clerk

APPROVED AS TO FORM:

_____ Apr 23, 2021
Erin K. McSherry Date
City Attorney

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

Created:	2021-03-22
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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 20:39 MDT)

Purchasing Officer Review: Date: Apr 1, 2021

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)

Budget Officer Approval: Date: Apr 1, 2021

Comment & Exceptions:

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

Email: empeterson@santafenm.gov

To be recorded by City Clerk:

Clerk #

Date of Execution:

City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: 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)
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
#19-0587

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

Created:	2021-01-11
By:	Irene Romero (ikromero@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAzjgtuO2IOadfgcTi1nfF2691PCdigRTL

"2021 01 11 Amendment 1 La Familia Medical Center" History

Document created by Irene Romero (ikromero@ci.santa-fe.nm.us)
2021-01-11 - 10:15:25 PM GMT- IP address: 63.232.20.2

Document emailed to Marcos Martinez (mdmartinez@santafenm.gov) for signature
2021-01-11 - 10:15:55 PM GMT

Email viewed by Marcos Martinez (mdmartinez@santafenm.gov)
2021-01-13 - 10:27:18 PM GMT- IP address: 174.56.49.116

Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)
Signature Date: 2021-01-13 - 10:27:46 PM GMT - Time Source: server- IP address: 174.56.49.116

Agreement completed.
2021-01-13 - 10:27:46 PM GMT

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
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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

Document emailed to Julie Sanchez (jjsanchez@santafenm.gov) for signature
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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)
Status:	Signed
Transaction ID:	CBJCHBCAABAAGx6NMLVtasYmQe_o4uHZNb-BfbC4e0yY

"2021 01 11 Amendment 1 SF Dreamers Project" History

Document created by Irene Romero (ikromero@ci.santa-fe.nm.us)
2021-01-12 - 4:04:35 PM GMT- IP address: 63.232.20.2

Document emailed to Marcos Martinez (mdmartinez@santafenm.gov) for signature
2021-01-12 - 4:04:55 PM GMT

Email viewed by Marcos Martinez (mdmartinez@santafenm.gov)
2021-01-12 - 4:06:39 PM GMT- IP address: 174.56.49.116

Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)
Signature Date: 2021-01-12 - 4:07:00 PM GMT - Time Source: server- IP address: 174.56.49.116

Agreement completed.
2021-01-12 - 4:07:00 PM GMT

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

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COMMERCIAL ADVANTAGE POLICY

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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

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COMMERCIAL ADVANTAGE POLICY

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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

Document created by Julie Sanchez (jjsanchez@ci.santa-fe.nm.us)
2021-03-16 - 7:31:49 PM GMT- IP address: 73.26.148.94

Document emailed to KO (krochoa@santafenm.gov) for signature
2021-03-16 - 7:33:53 PM GMT

Email viewed by KO (krochoa@santafenm.gov)
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2021-03-18 - 8:50:29 PM GMT- IP address: 104.47.64.254

Document e-signed by KO (krochoa@santafenm.gov)
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

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		

City of Santa Fe New Mexico
Memorandum

Date: April 26, 2021

To: Ethics and Campaign Review Board, Quality of Life, Public Works and Utilities Committee, and Governing Body

From: Jesse Guillen, Legislative Liaison

Via: Erin McSherry, City Attorney EM

RE: Reassigning Salary Commission Appointments

EXECUTIVE SUMMARY:

The proposed Bill moves appointing authority for members of the Independent Salary Commission from the mayor to the Ethics and Campaign Review Board.

BACKGROUND:

When the Independent Salary Commission was established in 2016 it assigned the mayor the authority of appointing members to the Independent Salary Commission. Concerns have now been raised about whether the Commission members can be independent if the salary they set is for the position that is responsible for appointing them. The proposed Bill reassigns the appointing authority to the Ethics and Campaign Review Board.

ATTACHMENTS:

Bill
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2021-11

INTRODUCED BY:

Councilor Michael J. Garcia

Councilor Signe I. Lindell

Councilor JoAnne Vigil Coppler

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~~

underscored material = new [~~bracketed material~~] = delete

~~appoint, with the advice and consent of the governing body,]~~ The ethics and campaign review board shall appoint 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. [~~Reserved~~] The board shall appoint the members of the independent salary commission pursuant to Section 6-19.3, SFCC 1987.

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/Reassigning Salary Commission Appointments

FIR No. 3325

FISCAL IMPACT REPORT

General Information:

(Check) Bill: X Resolution: _____

Short Title(s): Reassigning Salary Commission Appointments

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

Reviewing Department(s): City Attorney's Office – Legislative Services

Staff Completing FIR: Jesse Guillen Date: 4/26/21 Phone: 955-6518

Reviewed by City Attorney: _____ Date: Apr 26, 2021

Reviewed by Finance Director: Alexis Lotero Alexis Lotero (Apr 27, 2021 17:20 MDT) Date: Apr 27, 2021

Summary:
The Bill would move appointing authority for the Independent Salary Commission's members from the mayor to the Ethics and Campaign Review Board. The change is intended to further separate the Commission from elected officials' involvement. The Bill also amends the Duties and Responsibilities of the Independent Salary Commission to add these new duties.

Departments Affected:
Human Resources, City Clerk

Consequences of Not Enacting Legislation:
The mayor would continue to appoint members of the Independent Salary Commission, subject to the advice and consent of the Governing Body.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
This Bill relates to Bill No. 2021-8 but does not conflict with the changes proposed in that Bill.

Performance and Administrative Implications:
The Ethics and Campaign Review Board will need to meet to deliberate and select members to appoint to the Commission.

Fiscal Implications:
No direct fiscal impact, but staff will be required to prepare and attend the additional Ethics and Campaign Review Board meetings.

Fiscal Impact

X Check here if no fiscal impact

Expenditures

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

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

Expenditure Narrative:

Revenue

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

Revenue Narrative:

Signature:

Email: jbguillen@ci.santa-fe.nm.us

10. CONSENT CALENDAR

q. **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 Guillen, Legislative Liaison, jbguillen@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): 05/26/21

Name: Stefanie Beninato
Comment - 04/28/2021 07:36 AM: (For)
Better than mayorial appointments Question do individual councilors recommend appointments to the Ethics Board? Are there too many lawyers on that board to give a fair representation of interests across constitutent groups? The Ethics board has its own biases and I am not sure that conservation of city funds is among their interests or that they have the expertise to decide on salary ranges.

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

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
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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

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2019-09-26 - 4:04:20 PM GMT

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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

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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: [signature] Date: Apr 19, 2021

Reviewed by Finance Director: Alexis Lotero Date: Apr 28, 2021
Alexis Lotero (Apr 28, 2021 11:38 MDT)

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.

Agua Fria South Meadows MAP Extension (FIR)

Final Audit Report 2021-04-28

Created:	2021-04-28
By:	Jeff Norris (jtnorris@ci.santa-fe.nm.us)
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"Agua Fria South Meadows MAP Extension (FIR)" History

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2021-04-28 - 5:30:51 PM GMT- IP address: 104.47.65.254

Document e-signed by Alexis Lotero (aclotero@santafenm.gov)
Signature Date: 2021-04-28 - 5:38:04 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2021-04-28 - 5:38:04 PM GMT

MIDTOWN

Progress Report

Date: 28APR2021
To: Rich Brown, Director of Community & Economic Development
Santa Fe Governing Body
Cc: Midtown Steering Committee
From: Daniel Hernandez, Midtown Project Manager (Proyecto, LLC)
Subject: **MIDTOWN MOVING FORWARD**

Action Plan Updates *(From Memo to Governing Body, from Rich Brown, Director of Community & Economic Development, dated March 26, 2021)*

1. **Cancel the RFEI Solicitation/ City as Master Developer**

   MARCH RECAP: At the Direction of the Director of Community & Economic Development and City Manager, the City's Solicitation: Request for Expressions of Interest (RFEI) 20/05/P was cancelled. To continue moving forward with redevelopment plans, Mr. Rich Brown, the Director of Community & Economic Development, issued a Memo to the Governing Body, called "Action Memo for Moving Forward with the Midtown Redevelopment", dated March 26, 2021 ("Memo") in which a series of actions were identified.

   Current and future Progress Reports will provide updates on the Action Plan identified in the Memo.

   NOTE: The term "City as Master Developer" is being used to define early planning and development work that the city will undertake. This work is often called "horizontal development" (the land) to prepare the Midtown Site for "vertical development" (the buildings). Preparing the land for development typically includes: land use zoning, infrastructure planning and implementation, development planning and phasing, existing building assessments, and site preparation activities..

   As such, the Action Plan outlined in the Memo align with these standard horizontal development tasks.

2. **Site Rezoning (Development Framework Plan)**

   MARCH RECAP: Governing Body expressed concern and provided guidance regarding the need to increase the City's staff capacity to manage and complete the tasks outlined in the Memo.

Mr. Brown has proceeded with increasing the City's capacity to undertake the work outlined in the Memo:

a. Confirm consultant contract terms are in alignment with the duration of the estimated period for land use and development framework planning.
    - Contractor: Strategic Economics (Lead – land development economics and public finance) with Opticos (Sub-consultant – land use and development framework planning)
b. Reconnaissance on internal city staffing position to lead zoning and master planning and application process.

Pursuant to Memo: Staffing and consultant team with costs due by May 15.

3. Plan for Infrastructure

MARCH RECAP: This work will include items such as: clearing grounds, mitigating site conditions, planning phased development of main utility lines (electric, water, sewer, gas, data fiber) and primary road(s). These are the issues that we identified over the last year as needing to be addressed to add value to the site and make ready for overall development.

The infrastructure tasks outlined in the Memo will occur during the early phases of the land use and development planning process, and will continue to align with the process to ensure that the infrastructure capacity is in alignment with the site development plans. The planning consultant team is outlining the intersection of infrastructure analysis with the planning process.

Pursuant to Memo: Infrastructure team and costs due by June 30.

4. Reuse Existing Buildings for Community Purposes

MARCH RECAP: City staff to develop an initial assessment of buildings to determine priority buildings for reuse with a focus on community-oriented uses.

The City is receiving inquiries from various local organizations expressing interest in submitting proposals for reusing buildings. Initial buildings with potential reuse in an early development phase (occupancy dependent on zoning and master plan approvals) include:

- Fogelson Library Complex – community learning and innovation center with public library
- Visual Arts Center – community arts organization hub
- Garson Performance Theater – theater with public programming

Pursuant to Memo: Strategies for obtaining and evaluating qualified proposals for the reuse of existing buildings is due June 30.

5. Prepare Site and Buildings for Reuse and Redevelopment

MARCH RECAP: City staff to develop an initial assessment of buildings to determine substandard buildings to be demolished, as well as buildings with interim leases and potential for permanent adaptive reuse

City staff in Public Works has proceeded with preliminary evaluation of existing buildings.

Pursuant to Memo: Contracts and scopes of work for assessment, demolition, and remediation are due July 30.

6. Garson Studies Complex

MARCH RECAP: City to proceed with a full corps effort to promote and identify highly qualified entity for developing and operating a premiere film and multi-media production complex with a state of the art film school.

Office of Economic Development will provide updates commencing in June to meet August 30 regarding studio development and leasing, and agreements with educational institution.

7. Identify Parcels for Mixed-Income and Affordable Housing Development

MARCH RECAP. As part of land use and development framework planning process, the City will identify parcels for affordable housing development.

Parcels for affordable housing will be prioritized for early disposition and development projects.

Pursuant to Memo: Proposed sites will be presented as part of the early synthesis of the development planning and public engagement process due by August 30.

8. Access and Establish a Public Financing Mechanism

MARCH RECAP. The Governing Body expressed interest in learning more about research as to the most promising structures to support the type of mixed-use, phased development

City staff, with the economics team, Strategic Economics, have commenced preliminary research.

Pursuant to Memo: Finance team will present findings by July 30.

9. Public Engagement for Development Planning

MARCH RECAP: City to proceed with planning efforts pursuant to previous Governing Body Resolution (2018-54) to ensure public engagement in land use and development planning efforts for Midtown. In that Resolution, three planning stages were identified:

- *Concept Stage*: completed in August 2018 culminating in the "Planning Guidelines for the Midtown Property" approved by the Governing Body.
- *Planning Stage*: currently underway with the Action Plan items listed in the Memo, which will culminate in an appropriately scaled land development plan and financial model that can be successfully executed".
- *Implementation Stage*: early development projects and development phases will be identified as part of the land use and development planning process.

The UNM Design & Planning Assistance Center and Opticos are presently developing a coordinated schedule with more clearly defined outcomes/ deliverables. Public Engagement activities are planned for commencing in May and June 2021.

Pursuant to Memo: Because the City's commitment to the public engagement process, the public engagement and planning team will provide regular updates each month during the planning process.

GOVERNING BODY MEETING OF
April 28, 2021
BILLS AND RESOLUTIONS SCHEDULED FOR INTRODUCTION
BY MEMBERS OF THE GOVERNING BODY

Mayor Alan Webber		
Co-Sponsors	**Title***	**Tentative Committee Schedule***
	A RESOLUTION RELATING TO A REQUEST FOR APPROVAL OF THIRD QUARTER BUDGET AMENDMENTS FOR FISCAL YEAR 2020/2021.	Finance Committee – 5/3/21 Public Works and Utilities Committee – 5/11/21 Finance Committee – 5/12/21
Councilor Roman "Tiger" Abeyta		
Co-Sponsors	**Title***	**Tentative Committee Schedule***
Lindell	**AN ORDINANCE RELATING TO THE LAND DEVELOPMENT CODE, CHAPTER 14 SFCC 1987; ESTABLISHING PERMITTED USES, DEFINITIONS, STANDARDS, AND INCENTIVES FOR QUALIFYING INNOVATION PROJECTS; AMENDING THE FOLLOWING SECTIONS TO ADD PROVISIONS FOR QUALIFYING INNOVATION PROJECTS: 14-3.1(H), NOTICE REQUIREMENTS; 14-3.8(B), DEVELOPMENT PLAN APPLICABILITY; 14-5.7, PLANNED UNIT DEVELOPMENT DISTRICTS; TABLE 14-7.3-1, TABLE OF DIMENSIONAL STANDARDS FOR NON-RESIDENTIAL AND MIXED USE DISTRICTS; AND TABLE 14-8.7-2, TABLE OF ARCHITECTURAL DESIGN STANDARDS AND POINT ALLIOCATION; AMENDING SECTION 14-12.1 TO ADD A DEFINITION FOR ECONOMIC BASE JOB; AND MAKING SUCH OTHER CHANGES AS ARE NECESSARY TO CARRY OUT THE PURPOSE OF THIS ORDINANCE.**	Planning Commission – 6/3/21 Public Works and Utilities Committee – 6/7/21 Quality of Life Committee – 6/16/21 Governing Body (request to publish) – 6/30/21 Finance Committee – 7/6/21 Governing Body (public hearing) – 7/28/21
Councilor Jamie Cassutt-Sanchez		
Co-Sponsors	**Title***	**Tentative Committee Schedule***
Councilor Michael J. Garcia		
Co-Sponsors	**Title***	**Tentative Committee Schedule***
Councilor Signe I. Lindell		
Co-Sponsors	**Title***	**Tentative Committee Schedule***

This document is subject to change.

Councilor Chris Rivera		
Co-Sponsors	**Title***	**Tentative Committee Schedule***
Romero-Wirth Vigil Coppler Villarreal	**A RESOLUTION PROCLAIMING SEVERE OR EXTREME DROUGHT CONDITIONS EXIST IN THE CITY OF SANTA FE; IMPOSING FIRE RESTRICTIONS; RESTRICTING THE SALE OR USE OF FIREWORKS WITHIN THE CITY OF SANTA FE AND PROHIBITING OTHER FIRE HAZARD ACTIVITIES.**	Finance Committee – 5/3/21 Quality of Life Committee – 5/5/21 Governing Body – 5/12/21
Councilor Carol Romero-Wirth		
Co-Sponsors	**Title***	**Tentative Committee Schedule***
Councilor JoAnne Vigil Coppler		
Co-Sponsors	**Title***	**Tentative Committee Schedule***
Councilor Renee Villarreal		
Co-Sponsors	**Title***	**Tentative Committee Schedule***

* Subject to change

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

18. PETITIONS FROM THE FLOOR

Name: Stefanie Beninato
Comment - 04/28/2021 07:36 AM: (No Vote)
I am not receiving responses to IPRA requests or are being told that the city cannot find documents that it had in its possession since 2017—and that I saw in 2019 when I met with John Munoz and Liz Roybal on Liz's Secret Notebook about me….MS McSherry said she could not destroy public docs…Does this make the city attorney's office look like it has any integrity or that it is being transparent?
REC How come this pool has yet to establish changing areas as at Chavez? The city is awash in CARES act funds. And why am I being harassed for being first in line when I come to Ft Marcy? It is still chilly in the morning. I bike to the facility. I enter the air lock and quietly and patiently wait until some staff member decides to let people in. I have suggested that those of us who show up should be let in 10 min early and stand in the hall (6ft apart) until the session for the weight room or pool begins. No one is sanitizing at that point and we all now know that sanitation is not the primary way to prevent COVID spread—but masks and distancing are. I also feel discriminated against when a staff member is talking about me to another person about that I want to feel entitled or be treated specially. Being first in line is not a reason to castigate someone. Coming on a bike is none of the staff' business (I am sorry you come on a bike and cannot sit in your car waiting…REALLY?) Maybe the city should do refresher courses in "reasonable accommodation" under the ADA. I am getting no response (12 days later) from Mr Rinaldi whose phone message continues to identify himself only as head of Senior Services and not including Interim Head of Rec—maybe time to hire someone on a full time basis who responds
Also heat at Chavez "perfect for competiton" according to one lifeguard BUT there is only competitions on Saturdays. The pool should be between 83-84 degrees to accommodate the largest cross section of swimmers who use the pool Monday-Friday. The pool temp could be lowered on Friday afternoons for the Sat. meets and then put back up by 5PM on Saturday to give the water enough time to go back up to 83-84 degrees for the majority of swimmers. Michael Prinz, assistant city atty, in response to the HR complaint of discrimination, offered to make sure the pool water was reasonable---My suggestion is a reasonable solution to accommodate all swimmers.

Name: Stefanie Beninato
Comment - 04/28/2021 07:46 AM: (No Vote)
I am not receiving responses to IPRA requests or are being told that the city cannot find documents that it had in its possession since 2017—and that I saw in 2019 when I met with John Munoz and Liz Roybal on Liz's Secret Notebook about me….MS McSherry said she could not destroy public docs…Does this make the city attorney's office look like it has any integrity or that it is being transparent? Obvious answer NO
Ft Marcy How come this pool has yet to establish changing areas as at Chavez/ I was told the other day that they don't have money to do so but the city is awash in CARES act funding and if you can hire remote learning specialists to help the SFPS with less than a month to go, the city can afford to get some tents or allow the family lockerroom to be used. And why am I being harassed for being first in line when I come to Ft Marcy? It is still chilly in the morning. I bike to the facility. I enter the air lock and quietly and patiently wait until some staff member decides to let people in. I have suggested that those of us who show up should be let in 10 min early and stand in the hall (6ft apart) until the session for the weight room or pool begins. No one is sanitizing at that point and we all now know that sanitation is not the primary way to prevent COVID spread—but masks and distancing are. I also feel discriminated against when a staff member is talking about me to another person about that I want to feel entitled or be treated specially. Being first in line is not a reason to castigate someone. Coming on a bike is none of the staff' business (I am sorry you come on a bike and cannot sit in your car waiting…REALLY?) Maybe the city should do refresher courses in "reasonable accommodation" under the ADA. I am getting no response (12 days later) from Mr Rinaldi whose phone message continues to identify himself

only as head of Senior Services and not including Interim Head of Rec—maybe time to hire someone on a full time basis who responds

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Name: Stefanie Beninato
Comment - 04/28/2021 07:46 AM: (No Vote)
Also heat at Chavez “perfect for competition” according to one lifeguard BUT there is only competitions on Saturdays. The pool should be between 83-84 degrees to accommodate the largest cross section of swimmers who use the pool Monday-Friday. The pool temp could be lowered on Friday afternoons for the Sat. meets and then put back up by 5PM on Saturday to give the water enough time to go back up to 83-84 degrees for the majority of swimmers. Michael Prinz, assistant city atty, in response to the HR complaint of discrimination, offered to make sure the pool water was reasonable---My suggestion is a reasonable solution to accommodate all swimmers. Swim teams are not in a protected class. PS I was a competitive swimmer and I can tell you that we never complained that a pool was too warm.

MEMORANDUM

TO: Governing Body

VIA: Jarel LaPan Hill, City Manager

FROM: Mary McCoy, Finance Director

RE: FY22 Budget – Finance Committee Action

DATE: April 23, 2021

Over the course of two weeks, department staff presented the FY22 Recommended Budget to the Finance Committee. The Finance Committee-approved changes to the FY22 Recommended Budget are outlined below. The FY22 All Funds expenditures as unanimously approved by the Finance Committee totals $347.3 million, an increase of $34.8 million or 11 percent across all funds from the FY21 budgeted levels. The FY22 General Fund expenditures as unanimously approved by the Finance Committee total $105.9 million, an increase of $12.2 million or 13 percent from the FY21 budgeted levels.

The Finance Committee changes to the FY22 Recommended Budget are outlined below.

- The Economic Development Department's budget increased by $100,692 in the salaries, wages and benefits category in the General Fund to transfer 1 position (Project Administrator for Midtown) from the Public Works Department.
- The Public Works Department, Administration Division budget decreased by $100,692 in the salaries, wages and benefits category in the General Fund to transfer 1 position (Project Administrator for Midtown) to the Economic Development Department.
- The Planning and Land Use Department, Administration Division budget decreased by $746,671 in the salaries, wages and benefits category in the Impact Fee Fund to accurately reflect the salaries and benefits budget.
- The Public Utilities Department, Environmental Services Division budget decreased by $542,760 in the contractuals and utilities category to accurately reflect the contractual needs for the division.

Attached are the budget summaries for the FY22 Budget as unanimously approved by the Finance Committee. We respectfully request approval from the Governing Body of the FY22 Recommended Budget.

CITY OF SANTA FE

ALL FUNDS - REVENUES BY CATEGORY*

FY 2017/18 THROUGH FY 2021/22

CATEGORY	ACTUAL REVENUE FY 2017/18	ACTUAL REVENUE FY 2018/19	ACTUAL REVENUE FY 2019/20	FY 2020/21 MIDYEAR BUDGET	RECOMM. BUDGET FY 2021/22	AMOUNT CHANGE 20/21-21/22	PERCENT CHANGE 20/21-21/22
Local/State-Shared Taxes:							
-Gross Receipts Tax	110,811,262	110,878,967	115,129,601	90,858,566	108,931,958	18,073,392	19.9%
-Property Tax	11,392,416	10,784,753	10,850,664	11,989,105	10,942,596	(1,046,509)	-8.7%
-Franchise Fees	4,397,467	4,845,849	5,074,062	4,566,228	3,827,926	(738,302)	-16.2%
-Lodgers' Tax	11,530,595	12,533,263	9,947,568	6,400,212	8,741,248	2,341,036	36.6%
-Gasoline Tax	1,445,498	1,367,389	1,333,045	1,064,848	1,181,966	117,118	11.0%
-Other Taxes	562,889	451,466	477,671	429,895	566,003	136,108	31.7%
Subtotal - Taxes	*140,140,127*	*140,861,687*	*142,812,611*	*115,308,854*	*134,191,697*	*18,882,843*	*16.4%*
Licenses & Permits:							
-Business Licenses	411,426	397,585	607,826	320,435	352,479	32,044	10.0%
-Building/Zoning Permits	3,494,817	3,184,430	3,671,853	2,681,197	2,949,318	268,121	10.0%
-Other Licenses & Permits	319,401	318,942	216,140	325,972	359,198	33,226	10.2%
Subtotal - Licenses & Permits	*4,225,644*	*3,900,957*	*4,495,818*	*3,327,604*	*3,660,995*	*333,391*	*10.0%*
Fees & Service Charges:							
-Airport Fees	1,937,650	1,626,667	2,192,631	547,942	684,929	136,987	25.0%
-Ambulance Fees	2,544,706	2,497,386	4,645,196	2,520,000	2,772,000	252,000	10.0%
-Civic Center Fees	789,730	720,912	283,558	246,527	252,209	5,682	2.3%
-Housing Fees	611,540	638,572	1,296,160	476,250	523,875	47,625	10.0%
-Impact Fees	1,621,261	2,676,788	2,723,215	1,307,537	1,438,292	130,755	10.0%
-Insurance Premiums	28,182,348	28,113,122	27,636,852	30,330,607	34,660,413	4,329,806	14.3%
-Meals Fees	52,096	48,436	50,988	90,000	99,000	9,000	10.0%
-Parking Fees	4,833,610	5,587,612	3,702,079	3,732,204	4,107,311	375,107	10.1%
-Planning/Land Use Fees	399,614	265,748	235,688	684,469	752,915	68,446	10.0%
-Police/Court Fees	1,251,605	891,703	550,756	398,519	438,372	39,853	10.0%
-Public Transportation Fees	358,140	346,451	249,851	156,021	171,624	15,603	10.0%
-Recreation Fees	3,328,686	3,295,426	1,963,134	2,184,240	2,493,386	309,146	14.2%
-Solid Waste Fees	12,713,898	12,856,216	12,841,679	12,035,359	12,691,735	656,376	5.5%
-Wastewater Fees	13,197,506	13,205,600	13,586,183	11,742,094	14,009,608	2,267,514	19.3%
-Water Fees	38,153,617	32,186,172	38,736,782	34,118,254	34,632,985	514,731	1.5%
-Reimbursed Expenses	13,854,942	13,712,450	14,822,079	15,245,804	17,462,610	2,216,806	14.5%
-Other Fees/Services	1,461,035	1,590,371	3,978,306	1,583,385	2,081,448	498,063	31.5%
Subtotal - Fees & Services	*125,291,984*	*120,259,632*	*129,495,137*	*117,399,212*	*129,272,712*	*11,873,500*	*10.1%*
Fines & Forfeitures:							
-Parking Fines	684,963	660,040	638,981	460,023	506,025	46,002	10.0%
-Violations Fines	265,339	113,915	16,031	96,234	104,735	8,501	8.8%
-Other Fines & Forfeitures	317,838	308,089	267,784	239,003	262,904	23,901	10.0%
Subtotal - Fines & Forfeitures	*1,268,140*	*1,082,044*	*922,796*	*795,260*	*873,664*	*78,404*	*9.9%*

**includes ERP (CIP) Budget; excludes Buckman Direct Diversion and SF Solid Waste Management Agency*

CITY OF SANTA FE

ALL FUNDS - REVENUES BY CATEGORY*

FY 2017/18 THROUGH FY 2021/22

CATEGORY	ACTUAL REVENUE FY 2017/18	ACTUAL REVENUE FY 2018/19	ACTUAL REVENUE FY 2019/20	FY 2020/21 MIDYEAR BUDGET	RECOMM. BUDGET FY 2021/22	AMOUNT CHANGE 20/21-21/22	PERCENT CHANGE 20/21-21/22
[Revenues by Category - continued]							
Rents/Royalties/Concessions:							
-Airport Rentals	111,377	127,915	74,404	58,014	72,517	14,503	25.0%
-Equipment Rentals	39,110	38,187	24,496	24,819	26,060	1,241	5.0%
-Parks & Recreation - Rentals	262,494	272,063	210,333	167,650	181,359	13,709	8.2%
-Other Rentals	2,481,519	1,804,943	1,826,361	1,139,100	1,456,093	316,993	27.8%
Subtotal - Rents/Royalties	*2,894,500*	*2,243,107*	*2,135,594*	*1,389,583*	*1,736,029*	*346,446*	*24.9%*
Miscellaneous Revenues:							
-Bond Proceeds	10,290,000	20,000,000	5,445,000	-	-	-	N/A
-Insurance Recoveries	12,016	54,267	13,401	20,000	23,000	3,000	15.0%
-Sales Revenue	404,399	178,469	53,377	45,410	52,360	6,950	15.3%
-Other Misc. Revenue	4,592,696	6,160,297	1,043,436	1,317,437	2,025,773	708,336	53.8%
Subtotal - Miscellaneous	*15,299,111*	*26,393,032*	*6,555,213*	*1,382,847*	*2,101,133*	*718,286*	*51.9%*
Intergovernmental Grants:							
-State Grants	3,879,323	3,446,201	3,552,664	5,009,888	9,109,576	4,099,688	81.8%
-Federal Grants	3,136,174	2,799,602	1,763,659	8,473,037	6,144,673	(2,328,364)	-27.5%
-SF County Grants	50,464	121,300	115,012	73,102	65,144	(7,958)	-10.9%
-Other Grants	-	1,000	4,079,403	35,000	40,000	5,000	14.3%
Subtotal - Intergovernmental	*7,065,962*	*6,368,102*	*9,510,738*	*13,591,027*	*15,359,393*	*1,768,366*	*13.0%*
Interest on Investments	2,189,018	120,474	82,709	202,249	449,394	247,145	122.2%
Transfers In	60,329,073	60,028,087	55,079,311	44,044,972	50,710,771	6,665,799	15.1%
TOTAL REVENUES	**358,703,559**	**361,257,123**	**351,089,928**	**297,441,608**	**338,355,788**	**40,914,180**	**13.8%**
Cash Reserves				22,411,605	8,953,190		
TOTAL RESOURCES	**358,703,559**	**361,257,123**	**351,089,928**	**319,853,213**	**347,308,978**	**27,455,765**	**8.6%**

**includes ERP (CIP) Budget; excludes Buckman Direct Diversion and SF Solid Waste Management Agency*

CITY OF SANTA FE

ALL FUNDS - EXPENDITURES BY CATEGORY*

FY 2017/18 THROUGH FY 2021/22

CATEGORY	ACTUAL EXPENSES FY 2017/18	ACTUAL EXPENSES FY 2018/19	ACTUAL EXPENSES FY 2019/20	FY 2020/21 MIDYEAR BUDGET	RECOMM. BUDGET FY 2021/22	AMOUNT CHANGE 20/21-21/22	PERCENT CHANGE 20/21-21/22
Personnel Services:							
-Salaries	73,526,915	71,952,777	72,822,034	73,435,304	83,612,516	10,177,212	13.9%
-Benefits	30,456,776	36,232,606	34,203,238	40,179,434	42,461,244	2,281,810	5.7%
Subtotal - Personnel Services	*103,983,691*	*108,185,383*	*107,025,272*	*113,614,738*	*126,073,760*	*12,459,022*	*11.0%*
Operating Expenses:							
-Contractual Services	18,012,011	17,780,042	18,777,545	23,497,923	35,709,030	12,211,107	52.0%
-Utilities	11,632,295	11,032,461	11,132,027	11,603,936	11,816,044	212,108	1.8%
-Repairs & Maintenance	4,362,953	4,872,330	5,341,817	5,553,164	6,341,626	788,462	14.2%
-Supplies	10,481,631	10,400,250	10,708,921	11,272,022	12,439,929	1,167,907	10.4%
-Insurance	30,344,355	33,051,913	34,564,957	33,922,147	35,645,453	1,723,306	5.1%
-Travel/Training	975,248	1,107,676	576,050	614,116	1,076,843	462,727	75.3%
-Other Operating Costs	30,010,104	26,536,541	55,952,918	29,807,857	31,322,079	1,514,222	5.1%
Subtotal - Operating Expenses	*105,818,599*	*104,781,213*	*137,054,236*	*116,271,165*	*134,351,004*	*18,079,839*	*15.5%*
Capital Outlay:							
-Capital Purchases	6,646,899	4,608,343	7,253,943	4,542,636	4,228,594	(314,042)	-6.9%
-Land & Building	686,947	6,730,139	458,146	2,450,239	3,785,400	1,335,161	54.5%
Subtotal - Capital Outlay	*7,333,846*	*11,338,482*	*7,712,088*	*6,992,875*	*8,013,994*	*1,021,119*	*14.6%*
Debt Service:							
-Principal	19,089,870	29,295,556	14,540,762	21,261,908	19,917,738	(1,344,170)	-6.3%
-Interest	10,421,421	11,397,362	10,525,005	10,223,908	8,241,711	(1,982,197)	-19.4%
Subtotal - Debt Service	*29,511,291*	*40,692,918*	*25,065,767*	*31,485,816*	*28,159,449*	*(3,326,367)*	*-10.6%*
Transfers Out	82,587,139	92,518,145	57,519,052	44,098,972	50,710,771	6,611,799	15.0%
TOTAL EXPENDITURES	**329,234,566**	**357,516,141**	**334,376,415**	**312,463,566**	**347,308,978**	**34,845,412**	11.2%

**includes ERP (CIP) Budget; excludes Buckman Direct Diversion and SF Solid Waste Management Agency*

CITY OF SANTA FE

ALL FUNDS - EXPENDITURES BY DEPARTMENT

FY 2017/18 THROUGH FY 2021/22

DEPARTMENT	ACTUAL EXPENSES FY 2017/18	ACTUAL EXPENSES FY 2018/19	ACTUAL EXPENSES FY 2019/20	FY 2020/21 MIDYEAR BUDGET	RECOMM. BUDGET FY 2021/22	AMOUNT CHANGE 20/21-21/22	PERCENT CHANGE 20/21-21/22
Affordable Housing	1,637,011	1,653,269	1,450,603	3,008,360	7,686,530	4,678,170	155.5%
Arts & Culture	1,720,817	1,430,593	1,677,561	931,925	1,209,610	277,685	29.8%
Community Engagement	2,328,517	1,853,225	1,712,213	1,838,326	3,643,598	1,805,272	98.2%
Community Services	15,853,303	15,549,199	16,031,179	18,355,462	19,489,436	1,133,974	6.2%
Economic Development	2,705,562	2,235,199	1,858,997	2,047,050	2,522,165	475,115	23.2%
Emergency Management	2,364,449	2,931,133	2,945,448	2,895,854	2,955,691	59,837	2.1%
Finance	31,729,544	27,365,039	27,985,698	23,407,207	27,057,824	3,650,617	15.6%
Fire	20,544,070	21,029,712	21,154,029	21,603,833	25,863,403	4,259,570	19.7%
General Government	6,020,828	5,248,314	6,199,521	5,624,113	5,928,640	304,527	5.4%
Human Resources	23,443,317	24,496,143	25,950,275	27,245,971	28,742,012	1,496,041	5.5%
Info Tech & Telecom*	10,573,683	9,369,138	12,393,669	13,068,172	18,073,477	5,005,305	38.3%
Planning & Land Use	5,648,632	5,177,613	5,437,315	5,726,816	6,859,294	1,132,478	19.8%
Police	27,838,604	27,620,969	26,212,542	25,998,846	27,871,103	1,872,257	7.2%
Public Utilities	69,473,630	72,376,003	69,005,122	63,302,602	64,697,137	1,394,535	2.2%
Public Works	47,685,812	50,091,828	57,495,783	52,577,299	50,650,837	(1,926,462)	-3.7%
Recreation	6,926,784	6,716,942	7,159,041	5,942,308	9,361,721	3,419,413	57.5%
TOURISM Santa Fe	9,620,251	10,156,112	9,423,762	12,584,280	10,183,045	(2,401,235)	-19.1%
*Non-Departmental**	*43,119,752*	*72,215,710*	*40,283,655*	*26,305,142*	*34,513,455*	8,208,313	31.2%
TOTAL EXPENDITURES	**329,234,566**	**357,516,141**	**334,376,415**	**312,463,566**	**347,308,978**	**34,845,412**	**11.2%**

**includes ERP (CIP) Budget; excludes Buckman Direct Diversion and SF Solid Waste Management Agency*

CITY OF SANTA FE

GENERAL FUND - REVENUES BY CATEGORY

FY 2017/18 THROUGH FY 2021/22

CATEGORY	ACTUAL REVENUE FY 2017/18	ACTUAL REVENUE FY 2018/19	ACTUAL REVENUE FY 2019/20	FY 2020/21 MIDYEAR BUDGET	RECOMM. BUDGET FY 2021/22	AMOUNT CHANGE 20/21-21/22	PERCENT CHANGE 20/21-21/22
Local/State-Shared Taxes:							
-Gross Receipts Tax	64,915,409	65,812,526	72,676,481	57,480,900	68,914,879	11,433,979	19.9%
-Property Tax	8,965,751	8,351,923	8,732,173	10,041,506	8,964,503	(1,077,003)	-10.7%
-Franchise Fees	4,378,595	4,831,197	5,032,537	4,498,228	3,756,726	(741,502)	-16.5%
-Other Taxes	495,819	451,466	477,671	376,012	512,120	136,108	36.2%
Subtotal - Taxes	*78,755,574*	*79,447,112*	*86,918,862*	*72,396,646*	*82,148,228*	*9,751,582*	*13.5%*
Licenses & Permits:							
-Business Licenses	409,776	396,160	607,826	319,242	351,167	31,925	10.0%
-Building/Zoning Permits	3,475,797	3,163,467	3,638,513	2,641,197	2,905,318	264,121	10.0%
-Other Licenses & Permits	294,836	302,477	204,280	303,722	334,096	30,374	10.0%
Subtotal - Licenses & Permits	*4,180,409*	*3,862,105*	*4,450,618*	*3,264,161*	*3,590,581*	*326,420*	*10.0%*
Fees & Service Charges:							
-Ambulance Fees	2,544,706	2,497,386	4,645,196	2,520,000	2,772,000	252,000	10.0%
-Impact Fees	-	9,320	11,843	-	-	-	N/A
-Planning/Land Use Fees	399,614	265,748	235,688	684,469	752,915	68,446	10.0%
-Police/Court Fees	51,589	65,441	52,285	30,600	33,660	3,060	10.0%
-Recreation Fees	445,143	357,953	180,209	166,383	183,022	16,639	10.0%
-Reimbursed Expenses	5,032,074	4,793,972	5,449,759	4,952,007	5,424,866	472,859	9.5%
-Other Fees/Services	221,405	194,302	50,663	342,681	376,949	34,268	10.0%
Subtotal - Fees & Services	*8,694,530*	*8,184,123*	*10,625,643*	*8,696,140*	*9,543,412*	*847,272*	*9.7%*
Fines & Forfeitures:							
-Violations Fines	3,995	3,209	2,423	2,520	2,772	252	10.0%
-Other Fines & Forfeitures	237,817	217,123	214,590	188,800	207,680	18,880	10.0%
Subtotal - Fines & Forfeitures	*241,812*	*220,332*	*217,013*	*191,320*	*210,452*	*19,132*	*10.0%*
Rents/Royalties/Concessions:							
-Parks & Recreation - Rentals	19,097	13,098	9,467	8,226	9,049	823	10.0%
-Other Rentals	5,020	41,046	648	3,884	4,272	388	10.0%
Subtotal - Rents/Royalties	*24,117*	*54,144*	*10,114*	*12,110*	*13,321*	*1,211*	*10.0%*
Miscellaneous Revenues:							
-Sales Revenue	2,251	45,587	2,507	-	-	-	N/A
-Other Misc. Revenue	194,395	13,229	(1,906,404)	37,692	41,461	3,769	10.0%
Subtotal - Miscellaneous	*196,646*	*58,816*	*(1,903,897)*	*37,692*	*41,461*	*3,769*	*10.0%*
Intergovernmental Grants:							
-State Grants	819,036	632,643	56,345	611,555	611,555	-	0.0%
-SF County Grants	11,146	25,814	17,710	-	-	-	N/A
Subtotal - Intergovernmental	*830,182*	*658,456*	*74,055*	*611,555*	*611,555*	-	*0.0%*
Interest on Investments	33,994	-	-	8,096	8,906	810	10.0%
Transfers In	1,658,068	1,070,509	2,334,946	7,543,688	2,693,664	(4,850,024)	-64.3%
TOTAL REVENUES	**94,615,334**	**93,555,597**	**102,727,355**	**92,761,408**	**98,861,580**	**6,100,172**	**6.6%**

CITY OF SANTA FE

GENERAL FUND - EXPENDITURES BY CATEGORY

FY 2017/18 THROUGH FY 2021/22

CATEGORY	ACTUAL EXPENSES FY 2017/18	ACTUAL EXPENSES FY 2018/19	ACTUAL EXPENSES FY 2019/20	FY 2020/21 MIDYEAR BUDGET	RECOMM. BUDGET FY 2021/22	AMOUNT CHANGE 20/21-21/22	PERCENT CHANGE 20/21-21/22
Personnel Services:							
-Salaries	42,131,835	42,038,155	42,249,089	42,215,386	48,863,707	6,648,321	15.7%
-Benefits	21,499,229	21,311,794	19,742,445	22,360,177	24,424,783	2,064,606	9.2%
Subtotal - Personnel Services	*63,631,064*	*63,349,950*	*61,991,534*	*64,575,563*	*73,288,490*	*8,712,927*	*13.5%*
Operating Expenses:							
-Contractual Services	4,164,142	3,208,389	4,984,137	5,702,654	9,365,234	3,662,580	64.2%
-Utilities	4,382,223	3,478,897	3,939,821	3,771,462	3,740,962	(30,500)	-0.8%
-Repairs & Maintenance	626,912	601,506	762,913	732,962	785,320	52,358	7.1%
-Supplies	2,481,636	2,508,570	2,834,226	2,051,347	3,357,570	1,306,223	63.7%
-Insurance	3,097,678	3,094,163	3,108,959	3,362,537	3,122,394	(240,143)	-7.1%
-Travel/Training	308,480	186,801	149,424	71,732	386,271	314,539	438.5%
-Other Operating Costs	6,538,751	6,142,359	6,930,328	7,597,891	8,477,164	879,273	11.6%
Subtotal - Operating Expenses	*21,599,821*	*19,220,685*	*22,709,809*	*23,290,585*	*29,234,915*	*5,944,330*	*25.5%*
Capital Outlay:							
-Capital Purchases	941,990	806,329	1,760,273	351,519	362,500	10,981	3.1%
-Land & Building	97,989	400,504	207,296	7,718	86,718	79,000	1023.6%
Subtotal - Capital Outlay	*1,039,980*	*1,206,832*	*1,967,569*	*359,237*	*449,218*	*89,981*	*25.0%*
Transfers Out	6,739,886	4,500,562	7,943,095	5,452,149	2,945,803	(2,506,346)	-46.0%
TOTAL EXPENDITURES	**93,010,751**	**88,278,029**	**94,612,007**	**93,677,534**	**105,918,426**	**12,240,892**	13.1%

CITY OF SANTA FE

GENERAL FUND EXPENDITURES BY DEPARTMENT

FY 2017/18 THROUGH FY 2021/22

DEPARTMENT	ACTUAL EXPENSES FY 2017/18	ACTUAL EXPENSES FY 2018/19	ACTUAL EXPENSES FY 2019/20	FY 2020/21 MIDYEAR BUDGET	RECOMM. BUDGET FY 2021/22	AMOUNT CHANGE 20/21-21/22	PERCENT CHANGE 20/21-21/22
Affordable Housing	500,130	526,715	682,380	915,414	1,083,836	168,422	18.4%
Community Engagement	1,971,989	1,831,219	1,692,213	1,838,326	3,332,398	1,494,072	81.3%
Community Services	8,090,860	7,792,008	8,257,170	8,951,749	7,055,394	(1,896,355)	-21.2%
Economic Development	865,622	877,387	1,061,464	827,814	1,048,770	220,956	26.7%
Emergency Management	-	-	-	118,796	147,895	29,099	24.5%
Finance	5,792,505	4,471,734	4,490,562	4,481,864	6,457,705	1,975,841	44.1%
Fire	19,826,058	19,370,551	19,744,223	19,545,791	24,018,065	4,472,274	22.9%
General Government	5,206,524	5,006,842	6,022,308	5,575,033	5,838,540	263,507	4.7%
Human Resources	1,444,277	1,343,918	1,440,885	3,455,838	3,512,229	56,391	1.6%
Planning & Land Use	5,339,159	4,830,911	5,018,412	5,246,919	6,291,616	1,044,697	19.9%
Police	24,087,914	24,056,361	24,309,550	23,281,328	24,865,738	1,584,410	6.8%
Public Utilities	313,335	270,652	220,021	-	-	-	N/A
Public Works	16,975,358	15,582,566	19,081,370	17,158,076	18,938,110	1,780,034	10.4%
Recreation	2,597,019	2,317,164	2,591,448	2,280,586	3,328,130	1,047,544	45.9%
TOTAL GENERAL FUND	**93,010,751**	**88,278,029**	**94,612,007**	**93,677,534**	**105,918,426**	**12,240,892**	**13.1%**

CITY OF SANTA FE

AFFORDABLE HOUSING DEPARTMENT - EXPENDITURES SUMMARY

FISCAL YEAR 2021/22 RECOMMENDED BUDGET

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2018/19	ACTUAL EXPENDITURES 2019/20	2020/21 MIDYEAR BUDGET	RECOMM. BUDGET 2021/22	$ CHANGE 2020/21 vs. 2021/22	% CHANGE 2020/21 vs. 2021/22
Salaries, Wages & Benefits	298,416	260,116	279,330	394,086	114,756	41.1%
Contractuals & Utilities	1,218,963	1,128,329	2,666,077	7,215,011	4,548,934	170.6%
Supplies	5	0	24,899	30,500	5,601	22.5%
Insurance	6,662	7,660	8,178	7,443	(735)	-9.0%
Other Operating Costs	27,908	32,188	29,876	38,339	8,463	28.3%
Transfers to Other Funds	101,315	22,310	-	1,151	1,151	N/A
TOTAL AFFORDABLE HOUSING	**1,653,269**	**1,450,603**	**3,008,360**	**7,686,530**	**4,678,170**	**155.5%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2018/19	ACTUAL EXPENDITURES 2019/20	2020/21 MIDYEAR BUDGET	RECOMM. BUDGET 2021/22	$ CHANGE 2020/21 vs. 2021/22	% CHANGE 2020/21 vs. 2021/22
General Fund	526,715	682,380	915,414	1,083,836	168,422	18.4%
Community Development	1,126,554	768,223	2,092,946	6,602,694	4,509,748	215.5%
TOTAL AFFORDABLE HOUSING	**1,653,269**	**1,450,603**	**3,008,360**	**7,686,530**	**4,678,170**	**155.5%**

CITY OF SANTA FE

ARTS & CULTURE DEPARTMENT - EXPENDITURES SUMMARY

FISCAL YEAR 2021/22 RECOMMENDED BUDGET

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2018/19	ACTUAL EXPENDITURES 2019/20	2020/21 MIDYEAR BUDGET	RECOMM. BUDGET 2021/22	$ CHANGE 2020/21 vs. 2021/22	% CHANGE 2020/21 vs. 2021/22
Salaries, Wages & Benefits	271,401	289,342	322,701	357,145	34,444	10.7%
Contractuals & Utilities	203,258	133,863	215,500	255,550	40,050	18.6%
Repairs & Maintenance	-	-	5,000	4,000	(1,000)	-20.0%
Supplies	28,958	9,951	14,050	17,550	3,500	24.9%
Insurance	11,392	11,392	17,224	10,532	(6,692)	-38.9%
Other Operating Costs	835,399	1,063,540	356,450	561,360	204,910	57.5%
Transfers to Other Funds	80,185	169,474	1,000	3,473	2,473	247.3%
TOTAL ARTS & CULTURE	**1,430,593**	**1,677,561**	**931,925**	**1,209,610**	**277,685**	**29.8%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2018/19	ACTUAL EXPENDITURES 2019/20	2020/21 MIDYEAR BUDGET	RECOMM. BUDGET 2021/22	$ CHANGE 2020/21 vs. 2021/22	% CHANGE 2020/21 vs. 2021/22
Lodgers' Tax Fund	1,231,353	1,592,998	817,625	1,100,310	282,685	34.6%
Arts & Culture Grants	65,000	30,000	65,000	60,000	(5,000)	-7.7%
Santa Fe Convention Center	134,239	54,564	49,300	49,300	-	0.0%
TOTAL ARTS & CULTURE	**1,430,593**	**1,677,561**	**931,925**	**1,209,610**	**277,685**	**29.8%**

CITY OF SANTA FE

ECONOMIC DEVELOPMENT DEPARTMENT - EXPENDITURES SUMMARY

FISCAL YEAR 2021/22 RECOMMENDED BUDGET

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2018/19	ACTUAL EXPENDITURES 2019/20	2020/21 MIDYEAR BUDGET	RECOMM. BUDGET 2021/22	$ CHANGE 2020/21 vs. 2021/22	% CHANGE 2020/21 vs. 2021/22
Salaries, Wages & Benefits	866,055	718,964	951,378	1,202,444	251,066	26.4%
Contractuals & Utilities	1,224,639	566,813	889,130	1,068,500	179,370	20.2%
Supplies	5,858	15,791	46,150	2,650	(43,500)	-94.3%
Insurance	10,346	10,346	22,906	18,802	(4,104)	-17.9%
Other Operating Costs	108,301	20,799	117,486	207,057	89,571	76.2%
Transfers to Other Funds	20,000	526,284	20,000	22,712	2,712	13.6%
TOTAL ECONOMIC DEVELOPMENT	**2,235,199**	**1,858,997**	**2,047,050**	**2,522,165**	**475,115**	**23.2%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2018/19	ACTUAL EXPENDITURES 2019/20	2020/21 MIDYEAR BUDGET	RECOMM. BUDGET 2021/22	$ CHANGE 2020/21 vs. 2021/22	% CHANGE 2020/21 vs. 2021/22
General Fund	877,387	1,061,464	827,814	1,048,770	220,956	26.7%
Economic Development	1,357,812	797,533	1,219,236	1,473,395	254,159	20.8%
TOTAL ECONOMIC DEVELOPMENT	**2,235,199**	**1,858,997**	**2,047,050**	**2,522,165**	**475,115**	**23.2%**

CITY OF SANTA FE

PLANNING & LAND USE DEPARTMENT - EXPENDITURES SUMMARY

FISCAL YEAR 2021/22 RECOMMENDED BUDGET

SUMMARY BY DIVISION	ACTUAL EXPENDITURES 2018/19	ACTUAL EXPENDITURES 2019/20	2020/21 MIDYEAR BUDGET	RECOMM. BUDGET 2021/22	$ CHANGE 2020/21 vs. 2021/22	% CHANGE 2020/21 vs. 2021/22
Land Use Administration	1,365,979	1,682,463	1,326,173	2,123,669	797,496	60.1%
Building Permit Division	734,387	578,378	582,841	808,255	225,414	38.7%
Current Planning	669,984	663,788	765,923	754,492	(11,431)	-1.5%
Historic Preservation	281,446	415,164	666,780	614,419	(52,361)	-7.9%
Inspections & Enforcement	1,429,997	1,254,020	1,531,256	1,572,604	41,348	2.7%
Long-Range Planning	3,478	84,949	-	-	-	N/A
Metropolitan Planning Organization	346,702	401,134	402,807	420,601	17,794	4.4%
Technical Review	345,641	357,419	451,036	565,254	114,218	25.3%
TOTAL PLANNING & LAND USE	**5,177,613**	**5,437,315**	**5,726,816**	**6,859,294**	**1,132,478**	**19.8%**

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2018/19	ACTUAL EXPENDITURES 2019/20	2020/21 MIDYEAR BUDGET	RECOMM. BUDGET 2021/22	$ CHANGE 2020/21 vs. 2021/22	% CHANGE 2020/21 vs. 2021/22
Salaries, Wages & Benefits	4,156,482	4,262,886	4,569,014	5,226,838	657,824	14.4%
Contractuals & Utilities	235,516	330,276	400,490	715,800	315,310	78.7%
Repairs & Maintenance	-	1,484	1,844	1,844	-	0.0%
Supplies	87,653	67,618	86,660	81,856	(4,804)	-5.5%
Insurance	95,768	110,133	207,136	172,313	(34,823)	-16.8%
Other Operating Costs	602,193	616,846	441,672	654,674	213,002	48.2%
Capital Purchases	-	23,073	-	-	-	N/A
Transfers to Other Funds	-	25,000	20,000	5,969	(14,031)	-70.2%
TOTAL PLANNING & LAND USE	**5,177,613**	**5,437,315**	**5,726,816**	**6,859,294**	**1,132,478**	**19.8%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2018/19	ACTUAL EXPENDITURES 2019/20	2020/21 MIDYEAR BUDGET	RECOMM. BUDGET 2021/22	$ CHANGE 2020/21 vs. 2021/22	% CHANGE 2020/21 vs. 2021/22
General Fund	4,830,911	5,018,412	5,246,919	6,291,616	1,044,697	19.9%
Impact Fees Fund	-	-	-	83,077	83,077	N/A
Transportation Grants	346,702	401,134	402,807	420,601	17,794	4.4%
Historic Preservation	-	17,768	77,090	64,000	(13,090)	-17.0%
TOTAL PLANNING & LAND USE	**5,177,613**	**5,437,315**	**5,726,816**	**6,859,294**	**1,132,478**	**19.8%**

CITY OF SANTA FE

RECREATION DEPARTMENT - EXPENDITURES SUMMARY

FISCAL YEAR 2021/22 RECOMMENDED BUDGET

SUMMARY BY DIVISION	ACTUAL EXPENDITURES 2018/19	ACTUAL EXPENDITURES 2019/20	2020/21 MIDYEAR BUDGET	RECOMM. BUDGET 2021/22	$ CHANGE 2020/21 vs. 2021/22	% CHANGE 2020/21 vs. 2021/22
Recreation Administration	2,414,859	2,658,078	2,314,986	4,105,664	1,790,678	77.4%
Genoveva Chavez Community Ctr.	4,302,083	4,500,963	3,627,322	5,256,057	1,628,735	44.9%
TOTAL RECREATION	**6,716,942**	**7,159,041**	**5,942,308**	**9,361,721**	**3,419,413**	**57.5%**

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2018/19	ACTUAL EXPENDITURES 2019/20	2020/21 MIDYEAR BUDGET	RECOMM. BUDGET 2021/22	$ CHANGE 2020/21 vs. 2021/22	% CHANGE 2020/21 vs. 2021/22
Salaries, Wages & Benefits	3,701,458	3,805,819	3,609,541	5,017,277	1,407,736	39.0%
Contractuals & Utilities	1,121,513	844,018	944,231	1,063,939	119,708	12.7%
Repairs & Maintenance	300,022	122,229	123,100	129,600	6,500	5.3%
Supplies	319,250	268,163	313,100	397,295	84,195	26.9%
Insurance	205,329	167,450	275,066	271,236	(3,830)	-1.4%
Other Operating Costs	972,527	1,639,635	677,270	846,764	169,494	25.0%
Capital Purchases	25,141	36,302	-	-	-	N/A
Transfers to Other Funds	71,702	275,426	-	1,635,610	1,635,610	N/A
TOTAL RECREATION	**6,716,942**	**7,159,041**	**5,942,308**	**9,361,721**	**3,419,413**	**57.5%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2018/19	ACTUAL EXPENDITURES 2019/20	2020/21 MIDYEAR BUDGET	RECOMM. BUDGET 2021/22	$ CHANGE 2020/21 vs. 2021/22	% CHANGE 2020/21 vs. 2021/22
General Fund	2,317,164	2,591,448	2,280,586	3,328,130	1,047,544	45.9%
Quality of Life	17,037	10,114	17,500	17,500	-	0.0%
Recreation Programs	24,279	16,920	16,900	760,034	743,134	4397.2%
Special Recreation Leagues	56,379	39,595	-	-	-	N/A
Genoveva Chavez Community Ctr	4,302,083	4,500,963	3,627,322	5,256,057	1,628,735	44.9%
TOTAL RECREATION	**6,716,942**	**7,159,041**	**5,942,308**	**9,361,721**	**3,419,413**	**57.5%**

CITY OF SANTA FE

TOURISM SANTA FE - EXPENDITURES SUMMARY

FISCAL YEAR 2021/22 RECOMMENDED BUDGET

SUMMARY BY DIVISION	ACTUAL EXPENDITURES 2018/19	ACTUAL EXPENDITURES 2019/20	2020/21 MIDYEAR BUDGET	RECOMM. BUDGET 2021/22	$ CHANGE 2020/21 vs. 2021/22	% CHANGE 2020/21 vs. 2021/22
Santa Fe Civic Center	5,674,497	4,621,574	9,154,518	6,174,194	(2,980,324)	-32.6%
Visitors Bureau	4,481,615	4,802,189	3,429,762	4,008,851	579,089	16.9%
TOTAL TOURISM SANTA FE	**10,156,112**	**9,423,762**	**12,584,280**	**10,183,045**	**(2,401,235)**	**-19.1%**

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2018/19	ACTUAL EXPENDITURES 2019/20	2020/21 MIDYEAR BUDGET	RECOMM. BUDGET 2021/22	$ CHANGE 2020/21 vs. 2021/22	% CHANGE 2020/21 vs. 2021/22
Salaries, Wages & Benefits	2,642,045	2,596,144	2,880,846	2,831,246	(49,600)	-1.7%
Contractuals & Utilities	1,229,303	1,071,349	806,645	1,015,840	209,195	25.9%
Repairs & Maintenance	129,386	90,758	121,000	147,000	26,000	21.5%
Supplies	198,961	184,442	147,187	194,095	46,908	31.9%
Insurance	57,441	57,503	89,185	70,040	(19,145)	-21.5%
Other Operating Costs	2,872,687	3,840,606	1,940,477	2,575,176	634,699	32.7%
Capital Purchases	259,987	468,579	69,600	60,000	(9,600)	-13.8%
Debt Service	2,746,817	1,057,381	3,255,671	3,257,186	1,515	0.0%
Transfers to Other Funds	19,486	57,000	3,273,669	32,462	(3,241,207)	-99.0%
TOTAL TOURISM SANTA FE	**10,156,112**	**9,423,762**	**12,584,280**	**10,183,045**	**(2,401,235)**	**-19.1%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2018/19	ACTUAL EXPENDITURES 2019/20	2020/21 MIDYEAR BUDGET	RECOMM. BUDGET 2021/22	$ CHANGE 2020/21 vs. 2021/22	% CHANGE 2020/21 vs. 2021/22
Lodgers' Tax Fund	4,481,615	4,802,189	3,429,762	4,008,851	579,089	16.9%
Santa Fe Convention Center	2,917,686	4,621,574	5,880,849	6,174,194	293,345	5.0%
Enterprise Debt Service	2,756,811	-	3,273,669	-	(3,273,669)	-100.0%
TOTAL TOURISM SANTA FE	**10,156,112**	**9,423,762**	**12,584,280**	**10,183,045**	**(2,401,235)**	**-19.1%**

CITY OF SANTA FE

COMMUNITY SERVICES DEPARTMENT - EXPENDITURES SUMMARY

FISCAL YEAR 2021/22 RECOMMENDED BUDGET

SUMMARY BY DIVISION	ACTUAL EXPENDITURES 2018/19	ACTUAL EXPENDITURES 2019/20	2020/21 MIDYEAR BUDGET	RECOMM. BUDGET 2021/22	$ CHANGE 2020/21 vs. 2021/22	% CHANGE 2020/21 vs. 2021/22
Community Services Administration	1,031,836	1,282,346	1,482,085	1,565,723	83,638	5.6%
Library	4,434,434	4,543,794	5,104,657	4,315,639	(789,018)	-15.5%
Senior Services	6,662,073	7,045,871	7,650,537	10,091,437	2,440,900	31.9%
Youth & Family	3,420,857	3,159,169	4,118,183	3,516,637	(601,546)	-14.6%
TOTAL COMMUNITY SERVICES	**15,549,199**	**16,031,179**	**18,355,462**	**19,489,436**	**1,133,974**	**6.2%**

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2018/19	ACTUAL EXPENDITURES 2019/20	2020/21 MIDYEAR BUDGET	RECOMM. BUDGET 2021/22	$ CHANGE 2020/21 vs. 2021/22	% CHANGE 2020/21 vs. 2021/22
Salaries, Wages & Benefits	6,439,118	6,611,145	6,491,714	7,208,253	716,539	11.0%
Contractuals & Utilities	2,908,705	2,759,234	4,287,694	3,942,445	(345,249)	-8.1%
Repairs & Maintenance	38,912	43,549	56,512	58,395	1,883	3.3%
Supplies	1,328,437	1,105,728	1,952,256	1,428,437	(523,819)	-26.8%
Insurance	346,533	396,255	324,172	238,631	(85,541)	-26.4%
Other Operating Costs	950,146	1,210,536	1,128,882	3,760,281	2,631,399	233.1%
Capital Purchases	121,404	438,948	240,140	827,000	586,860	244.4%
Transfers to Other Funds	3,415,944	3,465,785	3,874,092	2,025,994	(1,848,098)	-47.7%
TOTAL COMMUNITY SERVICES	**15,549,199**	**16,031,179**	**18,355,462**	**19,489,436**	**1,133,974**	**6.2%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2018/19	ACTUAL EXPENDITURES 2019/20	2020/21 MIDYEAR BUDGET	RECOMM. BUDGET 2021/22	$ CHANGE 2020/21 vs. 2021/22	% CHANGE 2020/21 vs. 2021/22
General Fund	7,792,008	8,257,170	8,951,749	7,055,394	(1,896,355)	-21.2%
Law Enforcement	128,080	141,310	217,091	86,331	(130,760)	-60.2%
Community Development	959,580	892,856	1,226,106	1,256,502	30,396	2.5%
Senior Citizen Grants/Programs	3,879,417	4,156,958	4,536,990	7,891,863	3,354,873	73.9%
Library	893,133	984,749	1,391,500	1,233,750	(157,750)	-11.3%
Quality of Life	123,066	43,788	170,210	57,610	(112,600)	-66.2%
Recreation Programs	1,768,528	1,549,809	1,861,816	1,902,460	40,644	2.2%
Special Recreation Leagues	5,387	4,539	-	5,526	5,526	N/A
TOTAL COMMUNITY SERVICES	**15,549,199**	**16,031,179**	**18,355,462**	**19,489,436**	**1,133,974**	**6.2%**

CITY OF SANTA FE

EMERGENCY MANAGEMENT DEPARTMENT - EXPENDITURES SUMMARY

FISCAL YEAR 2021/22 RECOMMENDED BUDGET

SUMMARY BY DIVISION	ACTUAL EXPENDITURES 2018/19	ACTUAL EXPENDITURES 2019/20	2020/21 MIDYEAR BUDGET	RECOMM. BUDGET 2021/22	$ CHANGE 2020/21 vs. 2021/22	% CHANGE 2020/21 vs. 2021/22
Emergency Management	494,037	264,830	630,794	271,446	(359,348)	-57.0%
Safety Division	2,437,096	2,680,618	2,265,060	2,684,245	419,185	18.5%
TOTAL EMERGENCY MANAGEMENT	**2,931,133**	**2,945,448**	**2,895,854**	**2,955,691**	**59,837**	**2.1%**

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2018/19	ACTUAL EXPENDITURES 2019/20	2020/21 MIDYEAR BUDGET	RECOMM. BUDGET 2021/22	$ CHANGE 2020/21 vs. 2021/22	% CHANGE 2020/21 vs. 2021/22
Salaries, Wages & Benefits	606,712	464,068	407,988	509,209	101,221	24.8%
Contractuals & Utilities	79,265	252,755	473,556	473,556	-	0.0%
Repairs & Maintenance	51,278	3,090	4,000	4,000	-	0.0%
Supplies	14,491	31,185	72,460	172,460	100,000	138.0%
Insurance	1,827,293	2,086,202	1,570,278	1,563,535	(6,743)	-0.4%
Other Operating Costs	126,744	46,212	47,159	232,931	185,772	393.9%
Capital Purchases	86,082	7,200	320,413	-	(320,413)	-100.0%
Transfers to Other Funds	139,268	54,736	-	-	-	N/A
TOTAL EMERGENCY MANAGEMENT	**2,931,133**	**2,945,448**	**2,895,854**	**2,955,691**	**59,837**	**2.1%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2018/19	ACTUAL EXPENDITURES 2019/20	2020/21 MIDYEAR BUDGET	RECOMM. BUDGET 2021/22	$ CHANGE 2020/21 vs. 2021/22	% CHANGE 2020/21 vs. 2021/22
General Fund	-	-	118,796	147,895	29,099	24.5%
Emergency Services	494,037	264,830	511,998	123,551	(388,447)	-75.9%
Risk Management	570,377	568,131	628,915	1,048,100	419,185	66.7%
Workers' Compensation	1,866,719	2,112,487	1,636,145	1,636,145	-	0.0%
TOTAL EMERGENCY MANAGEMENT	**2,931,133**	**2,945,448**	**2,895,854**	**2,955,691**	**59,837**	**2.1%**

CITY OF SANTA FE

FIRE DEPARTMENT - EXPENDITURES SUMMARY

FISCAL YEAR 2021/22 RECOMMENDED BUDGET

SUMMARY BY DIVISION	ACTUAL EXPENDITURES 2018/19	ACTUAL EXPENDITURES 2019/20	2020/21 MIDYEAR BUDGET	RECOMM. BUDGET 2021/22	$ CHANGE 2020/21 vs. 2021/22	% CHANGE 2020/21 vs. 2021/22
Fire Administration	13,525,067	4,812,608	2,205,060	3,950,569	1,745,509	79.2%
Fire Operations	4,941,926	12,905,187	14,888,772	16,744,453	1,855,681	12.5%
Support Services	2,562,718	3,436,234	4,510,001	5,168,381	658,380	14.6%
TOTAL FIRE DEPARTMENT	**21,029,712**	**21,154,029**	**21,603,833**	**25,863,403**	**4,259,570**	**19.7%**

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2018/19	ACTUAL EXPENDITURES 2019/20	2020/21 MIDYEAR BUDGET	RECOMM. BUDGET 2021/22	$ CHANGE 2020/21 vs. 2021/22	% CHANGE 2020/21 vs. 2021/22
Salaries, Wages & Benefits	17,485,194	17,417,871	17,456,340	20,951,955	3,495,615	20.0%
Contractuals & Utilities	394,145	542,482	505,011	644,349	139,338	27.6%
Repairs & Maintenance	92,712	78,108	99,052	112,052	13,000	13.1%
Supplies	804,330	1,038,057	619,541	1,342,483	722,942	116.7%
Insurance	307,704	361,359	207,433	401,355	193,922	93.5%
Other Operating Costs	747,925	587,603	1,093,294	1,237,047	143,753	13.1%
Capital Purchases	1,016,480	948,691	1,500,000	1,050,000	(450,000)	-30.0%
Transfers to Other Funds	181,222	179,859	123,162	124,162	1,000	0.8%
TOTAL FIRE DEPARTMENT	**21,029,712**	**21,154,029**	**21,603,833**	**25,863,403**	**4,259,570**	**19.7%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2018/19	ACTUAL EXPENDITURES 2019/20	2020/21 MIDYEAR BUDGET	RECOMM. BUDGET 2021/22	$ CHANGE 2020/21 vs. 2021/22	% CHANGE 2020/21 vs. 2021/22
General Fund	19,370,551	19,744,223	19,545,791	24,018,065	4,472,274	22.9%
Emergency Services	1,159,218	1,188,131	2,014,638	1,546,791	(467,847)	-23.2%
Fire Environmental Service	499,943	221,675	43,404	298,547	255,143	587.8%
TOTAL FIRE DEPARTMENT	**21,029,712**	**21,154,029**	**21,603,833**	**25,863,403**	**4,259,570**	**19.7%**

CITY OF SANTA FE

POLICE DEPARTMENT - EXPENDITURES SUMMARY

FISCAL YEAR 2021/22 RECOMMENDED BUDGET

SUMMARY BY DIVISION	ACTUAL EXPENDITURES 2018/19	ACTUAL EXPENDITURES 2019/20	2020/21 MIDYEAR BUDGET	RECOMM. BUDGET 2021/22	$ CHANGE 2020/21 vs. 2021/22	% CHANGE 2020/21 vs. 2021/22
Police Administration	10,397,388	9,189,263	9,475,413	10,892,540	1,417,127	15.0%
Police Operations	17,223,581	17,023,279	16,523,433	16,978,563	455,130	2.8%
TOTAL POLICE DEPARTMENT	**27,620,969**	**26,212,542**	**25,998,846**	**27,871,103**	**1,872,257**	**7.2%**

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2018/19	ACTUAL EXPENDITURES 2019/20	2020/21 MIDYEAR BUDGET	RECOMM. BUDGET 2021/22	$ CHANGE 2020/21 vs. 2021/22	% CHANGE 2020/21 vs. 2021/22
Salaries, Wages & Benefits	19,864,595	19,267,083	18,744,886	19,977,987	1,233,101	6.6%
Contractuals & Utilities	1,161,567	1,012,257	1,207,400	1,443,400	236,000	19.5%
Repairs & Maintenance	37,685	43,964	49,000	229,000	180,000	367.3%
Supplies	930,831	908,286	926,116	1,014,231	88,115	9.5%
Insurance	1,304,098	1,055,214	1,293,288	1,177,751	(115,537)	-8.9%
Other Operating Costs	2,381,983	2,433,899	2,725,349	3,345,038	619,689	22.7%
Capital Purchases	1,674,512	1,441,535	1,052,807	683,696	(369,111)	-35.1%
Transfers to Other Funds	265,697	50,304	-	-	-	N/A
TOTAL POLICE DEPARTMENT	**27,620,969**	**26,212,542**	**25,998,846**	**27,871,103**	**1,872,257**	**7.2%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2018/19	ACTUAL EXPENDITURES 2019/20	2020/21 MIDYEAR BUDGET	RECOMM. BUDGET 2021/22	$ CHANGE 2020/21 vs. 2021/22	% CHANGE 2020/21 vs. 2021/22
General Fund	24,056,361	24,309,550	23,281,328	24,865,738	1,584,410	6.8%
Animal Services	63,727	869	49,940	49,940	-	0.0%
Law Enforcement	3,500,881	1,902,123	2,667,578	2,955,425	287,847	10.8%
TOTAL POLICE DEPARTMENT	**27,620,969**	**26,212,542**	**25,998,846**	**27,871,103**	**1,872,257**	**7.2%**

CITY OF SANTA FE

FINANCE DEPARTMENT - EXPENDITURES SUMMARY

FISCAL YEAR 2021/22 RECOMMENDED BUDGET

SUMMARY BY DIVISION	ACTUAL EXPENDITURES 2018/19	ACTUAL EXPENDITURES 2019/20	2020/21 MIDYEAR BUDGET	RECOMM. BUDGET 2021/22	$ CHANGE 2020/21 vs. 2021/22	% CHANGE 2020/21 vs. 2021/22
Finance Administration	1,423,612	1,760,989	933,129	1,319,065	385,936	41.4%
Accounting	1,978,826	1,532,453	1,311,557	2,062,339	750,782	57.2%
Budget	16,377,557	17,674,982	13,025,618	14,409,900	1,384,282	10.6%
Fleet Management	1,302,827	1,512,835	1,358,968	1,527,555	168,587	12.4%
Grants Management	-	-	609,150	859,764	250,614	41.1%
Payroll	575	200,126	329,038	346,612	17,574	5.3%
Purchasing	265,681	341,150	424,062	610,330	186,268	43.9%
Risk Management	5,271,135	4,444,471	4,892,271	5,098,777	206,506	4.2%
Treasurer	744,826	518,691	523,414	823,482	300,068	57.3%
TOTAL FINANCE DEPARTMENT	**27,365,039**	**27,985,698**	**23,407,207**	**27,057,824**	**3,650,617**	**15.6%**

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2018/19	ACTUAL EXPENDITURES 2019/20	2020/21 MIDYEAR BUDGET	RECOMM. BUDGET 2021/22	$ CHANGE 2020/21 vs. 2021/22	% CHANGE 2020/21 vs. 2021/22
Salaries, Wages & Benefits	3,735,201	3,500,902	3,823,710	5,345,034	1,521,324	39.8%
Contractuals & Utilities	722,086	1,043,323	1,116,746	1,936,624	819,878	73.4%
Repairs & Maintenance	259,246	236,208	247,000	247,000	-	0.0%
Supplies	593,125	600,752	423,572	423,572	-	0.0%
Insurance	3,454,339	4,463,889	4,435,842	4,347,401	(88,441)	-2.0%
Other Operating Costs	606,811	609,770	422,814	773,449	350,635	82.9%
Capital Purchases	14,772	-	-	-	-	N/A
Transfers to Other Funds	17,979,459	17,530,854	12,937,523	13,984,744	1,047,221	8.1%
TOTAL FINANCE DEPARTMENT	**27,365,039**	**27,985,698**	**23,407,207**	**27,057,824**	**3,650,617**	**15.6%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2018/19	ACTUAL EXPENDITURES 2019/20	2020/21 MIDYEAR BUDGET	RECOMM. BUDGET 2021/22	$ CHANGE 2020/21 vs. 2021/22	% CHANGE 2020/21 vs. 2021/22
General Fund	4,471,734	4,490,562	4,481,864	6,457,705	1,975,841	44.1%
Capital Equipment Reserve	12,656	875	-	-	-	N/A
Lodgers' Tax Fund	-	-	-	123,398	123,398	N/A
1/2% GRT Income Fund	16,306,687	17,536,954	12,674,104	13,850,389	1,176,285	9.3%
Risk Management	5,271,135	4,444,471	4,892,271	5,098,777	206,506	4.2%
Services to Other Depts	1,302,827	1,512,835	1,358,968	1,527,555	168,587	12.4%
TOTAL FINANCE DEPARTMENT	**27,365,039**	**27,985,698**	**23,407,207**	**27,057,824**	**3,650,617**	**15.6%**

CITY OF SANTA FE

GENERAL GOVERNMENT - EXPENDITURES SUMMARY

FISCAL YEAR 2021/22 RECOMMENDED BUDGET

SUMMARY BY DIVISION	ACTUAL EXPENDITURES 2018/19	ACTUAL EXPENDITURES 2019/20	2020/21 MIDYEAR BUDGET	RECOMM. BUDGET 2021/22	$ CHANGE 2020/21 vs. 2021/22	% CHANGE 2020/21 vs. 2021/22
Mayor & Council	972,776	1,017,306	870,368	1,001,689	131,321	15.1%
City Manager	939,368	710,615	717,483	412,148	(305,335)	-42.6%
City Attorney	1,673,443	2,552,545	2,214,350	2,480,744	266,394	12.0%
Internal Audit	19,722	52,900	161,683	159,925	(1,758)	-1.1%
Municipal Court	1,643,006	1,866,156	1,660,229	1,874,134	213,905	12.9%
TOTAL GENERAL GOVERNMENT	**5,248,314**	**6,199,521**	**5,624,113**	**5,928,640**	**304,527**	**5.4%**

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2018/19	ACTUAL EXPENDITURES 2019/20	2020/21 MIDYEAR BUDGET	RECOMM. BUDGET 2021/22	$ CHANGE 2020/21 vs. 2021/22	% CHANGE 2020/21 vs. 2021/22
Salaries, Wages & Benefits	3,904,913	3,947,803	3,661,184	3,830,629	169,445	4.6%
Contractuals & Utilities	457,266	1,216,108	729,950	908,044	178,094	24.4%
Repairs & Maintenance	7,029	9,714	9,000	27,396	18,396	204.4%
Supplies	93,684	150,722	189,729	282,864	93,135	49.1%
Insurance	82,402	94,746	145,716	122,708	(23,008)	-15.8%
Other Operating Costs	666,921	780,429	888,534	756,999	(131,535)	-14.8%
Transfers to Other Funds	36,100	-	-	-	-	N/A
TOTAL GENERAL GOVERNMENT	**5,248,314**	**6,199,521**	**5,624,113**	**5,928,640**	**304,527**	**5.4%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2018/19	ACTUAL EXPENDITURES 2019/20	2020/21 MIDYEAR BUDGET	RECOMM. BUDGET 2021/22	$ CHANGE 2020/21 vs. 2021/22	% CHANGE 2020/21 vs. 2021/22
General Fund	5,006,842	6,022,308	5,575,033	5,838,540	263,507	4.7%
Law Enforcement	241,472	177,214	49,080	90,100	41,020	83.6%
TOTAL GENERAL GOVERNMENT	**5,248,314**	**6,199,521**	**5,624,113**	**5,928,640**	**304,527**	**5.4%**

CITY OF SANTA FE

COMMUNITY ENGAGEMENT DEPARTMENT - EXPENDITURES SUMMARY

FISCAL YEAR 2021/22 RECOMMENDED BUDGET

SUMMARY BY DIVISION	ACTUAL EXPENDITURES 2018/19	ACTUAL EXPENDITURES 2019/20	2020/21 MIDYEAR BUDGET	RECOMM. BUDGET 2021/22	$ CHANGE 2020/21 vs. 2021/22	% CHANGE 2020/21 vs. 2021/22
City Clerk	1,213,673	1,076,489	961,687	1,505,978	544,291	56.6%
Constituent Services	639,551	635,724	876,639	2,137,620	1,260,981	143.8%
TOTAL COMMUNITY ENGAGEMENT	**1,853,225**	**1,712,213**	**1,838,326**	**3,643,598**	**1,805,272**	**98.2%**

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2018/19	ACTUAL EXPENDITURES 2019/20	2020/21 MIDYEAR BUDGET	RECOMM. BUDGET 2021/22	$ CHANGE 2020/21 vs. 2021/22	% CHANGE 2020/21 vs. 2021/22
Salaries, Wages & Benefits	1,164,921	1,059,941	1,329,609	1,796,596	466,987	35.1%
Contractuals & Utilities	214,600	197,416	246,836	1,271,336	1,024,500	415.1%
Repairs & Maintenance	11,227	43,011	27,811	27,811	-	0.0%
Supplies	23,044	19,814	19,256	76,681	57,425	298.2%
Insurance	28,809	33,274	35,993	40,234	4,241	11.8%
Other Operating Costs	171,743	172,476	176,745	308,740	131,995	74.7%
Capital Purchases	65,881	16,281	-	51,000	51,000	N/A
Transfers to Other Funds	173,000	170,000	2,076	71,200	69,124	3329.7%
TOTAL COMMUNITY ENGAGEMENT	**1,853,225**	**1,712,213**	**1,838,326**	**3,643,598**	**1,805,272**	**98.2%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2018/19	ACTUAL EXPENDITURES 2019/20	2020/21 MIDYEAR BUDGET	RECOMM. BUDGET 2021/22	$ CHANGE 2020/21 vs. 2021/22	% CHANGE 2020/21 vs. 2021/22
General Fund	1,831,219	1,692,213	1,838,326	3,332,398	1,494,072	81.3%
Franchise Fee Fund	22,006	20,000	-	71,200	71,200	N/A
Public Campaign Financing	-	-	-	240,000	240,000	N/A
TOTAL COMMUNITY ENGAGEMENT	**1,853,225**	**1,712,213**	**1,838,326**	**3,643,598**	**1,805,272**	**98.2%**

CITY OF SANTA FE

HUMAN RESOURCES DEPARTMENT - EXPENDITURES SUMMARY

FISCAL YEAR 2021/22 RECOMMENDED BUDGET

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2018/19	ACTUAL EXPENDITURES 2019/20	2020/21 MIDYEAR BUDGET	RECOMM. BUDGET 2021/22	$ CHANGE 2020/21 vs. 2021/22	% CHANGE 2020/21 vs. 2021/22
Salaries, Wages & Benefits	1,265,884	1,319,422	3,312,189	2,793,446	(518,743)	-15.7%
Contractuals & Utilities	851,233	939,865	1,146,229	1,628,895	482,666	42.1%
Repairs & Maintenance	27,499	2,378	-	-	-	N/A
Supplies	45,378	14,176	30,900	30,900	-	0.0%
Insurance	22,017,913	23,263,882	22,580,674	23,867,025	1,286,351	5.7%
Other Operating Costs	179,474	185,551	100,979	346,746	245,767	243.4%
Capital Purchases	33,762	-	-	-	-	N/A
Transfers to Other Funds	75,000	225,000	75,000	75,000	-	0.0%
TOTAL HUMAN RESOURCES	**24,496,143**	**25,950,275**	**27,245,971**	**28,742,012**	**1,496,041**	**5.5%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2018/19	ACTUAL EXPENDITURES 2019/20	2020/21 MIDYEAR BUDGET	RECOMM. BUDGET 2021/22	$ CHANGE 2020/21 vs. 2021/22	% CHANGE 2020/21 vs. 2021/22
General Fund	1,343,918	1,440,885	3,455,838	3,512,229	56,391	1.6%
Risk Management	-	-	-	62,000	62,000	N/A
Santa Fe Health/Dental	23,019,170	24,420,022	23,590,133	24,967,783	1,377,650	5.8%
Unemployment Claims	133,056	89,368	200,000	200,000	-	0.0%
TOTAL HUMAN RESOURCES	**24,496,143**	**25,950,275**	**27,245,971**	**28,742,012**	**1,496,041**	**5.5%**

CITY OF SANTA FE

INFORMATION TECHNOLOGY & TELECOMMUNICATIONS - EXPENDITURES SUMMARY*

FISCAL YEAR 2021/22 RECOMMENDED BUDGET

SUMMARY BY DIVISION	ACTUAL EXPENDITURES 2018/19	ACTUAL EXPENDITURES 2019/20	2020/21 MIDYEAR BUDGET	RECOMM. BUDGET 2021/22	$ CHANGE 2020/21 vs. 2021/22	% CHANGE 2020/21 vs. 2021/22
ITT Administration	793,534	3,824,835	2,204,327	4,281,927	2,077,600	94.3%
End User Services	720,801	512,952	659,257	755,899	96,642	14.7%
Enterprise Application Services	2,255,504	2,161,241	2,819,042	2,591,528	(227,514)	-8.1%
Enterprise Resource Planning*	1,768,662	1,779,334	3,041,951	6,069,871	3,027,920	99.5%
Infrastructure Services	3,830,637	4,115,307	4,343,595	4,374,252	30,657	0.7%
TOTAL INFO. TECH. & TELECOMM.	**9,369,138**	**12,393,669**	**13,068,172**	**18,073,477**	**5,005,305**	**38.3%**

SUMMARY BY CATEGORY*	ACTUAL EXPENDITURES 2018/19	ACTUAL EXPENDITURES 2019/20	2020/21 MIDYEAR BUDGET	RECOMM. BUDGET 2021/22	$ CHANGE 2020/21 vs. 2021/22	% CHANGE 2020/21 vs. 2021/22
Salaries, Wages & Benefits	2,939,694	2,842,969	3,771,289	4,541,203	769,914	20.4%
Contractuals & Utilities	3,258,913	3,491,743	4,149,253	5,898,301	1,749,048	42.2%
Repairs & Maintenance	314,012	172,881	176,388	176,388	-	0.0%
Supplies	1,535,673	1,280,322	1,993,693	2,293,693	300,000	15.0%
Insurance	104,090	68,423	89,111	80,224	(8,887)	-10.0%
Other Operating Costs	1,128,797	1,182,501	1,328,167	1,628,167	300,000	22.6%
Capital Purchases	76,959	223,830	313,000	313,000	-	0.0%
Transfers to Other Funds	11,000	3,131,000	1,247,271	3,142,501	1,895,230	152.0%
TOTAL INFO. TECH. & TELECOMM.	**9,369,138**	**12,393,669**	**13,068,172**	**18,073,477**	**5,005,305**	**38.3%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2018/19	ACTUAL EXPENDITURES 2019/20	2020/21 MIDYEAR BUDGET	RECOMM. BUDGET 2021/22	$ CHANGE 2020/21 vs. 2021/22	% CHANGE 2020/21 vs. 2021/22
1/2% GRT Income Fund	77,445	3,131,000	1,476,784	3,607,917	2,131,133	144.3%
Special Projects CIP Fund*	1,768,662	1,779,334	3,041,951	4,380,000	1,338,049	44.0%
Services to Other Depts	7,523,031	7,483,335	8,549,437	10,085,560	1,536,123	18.0%
TOTAL INFO. TECH. & TELECOMM.	**9,369,138**	**12,393,669**	**13,068,172**	**18,073,477**	**5,005,305**	**38.3%**

**includes ERP (CIP) Budget*

CITY OF SANTA FE

PUBLIC UTILITIES DEPARTMENT - EXPENDITURES SUMMARY

FISCAL YEAR 2021/22 RECOMMENDED BUDGET

SUMMARY BY DIVISION	ACTUAL EXPENDITURES 2018/19	ACTUAL EXPENDITURES 2019/20	2020/21 MIDYEAR BUDGET	RECOMM. BUDGET 2021/22	$ CHANGE 2020/21 vs. 2021/22	% CHANGE 2020/21 vs. 2021/22
Public Utilities Administration	457,053	1,518,309	932,625	1,360,313	427,688	45.9%
Environmental Services	12,512,407	14,160,692	15,516,868	15,741,917	225,049	1.5%
Utility Customer Service	4,020,062	1,582,848	4,252,584	4,708,575	455,991	10.7%
Wastewater Management	27,776,026	11,886,525	14,283,067	13,763,680	(519,387)	-3.6%
Water Operations	27,610,455	39,856,748	28,317,458	29,122,652	805,194	2.8%
TOTAL PUBLIC UTILITIES	**72,376,003**	**69,005,122**	**63,302,602**	**64,697,137**	**1,394,535**	**2.2%**

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2018/19	ACTUAL EXPENDITURES 2019/20	2020/21 MIDYEAR BUDGET	RECOMM. BUDGET 2021/22	$ CHANGE 2020/21 vs. 2021/22	% CHANGE 2020/21 vs. 2021/22
Salaries, Wages & Benefits	17,006,409	17,244,424	20,663,087	20,617,326	(45,761)	-0.2%
Contractuals & Utilities	7,047,567	7,115,106	8,596,515	9,734,754	1,138,239	13.2%
Repairs & Maintenance	2,181,777	1,774,043	2,458,505	2,173,648	(284,857)	-11.6%
Supplies	2,425,113	3,078,857	2,515,823	2,305,410	(210,413)	-8.4%
Insurance	1,354,224	1,021,576	1,090,271	1,430,579	340,308	31.2%
Other Operating Costs	11,273,207	29,960,722	14,179,405	13,085,815	(1,093,590)	-7.7%
Capital Purchases	6,116,560	1,430,004	790,904	950,448	159,544	20.2%
Debt Service	7,309,980	2,006,957	8,011,766	7,441,864	(569,902)	-7.1%
Transfers to Other Funds	17,661,165	5,373,433	4,996,326	6,957,293	1,960,967	39.2%
TOTAL PUBLIC UTILITIES	**72,376,003**	**69,005,122**	**63,302,602**	**64,697,137**	**1,394,535**	**2.2%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2018/19	ACTUAL EXPENDITURES 2019/20	2020/21 MIDYEAR BUDGET	RECOMM. BUDGET 2021/22	$ CHANGE 2020/21 vs. 2021/22	% CHANGE 2020/21 vs. 2021/22
General Fund	270,652	220,021	-	-	-	N/A
Community Development	37,019	4,325	25,922	67,556	41,634	160.6%
Waste Water Management	22,035,862	11,886,525	14,283,067	13,763,680	(519,387)	-3.6%
Water Management	27,610,455	39,856,748	28,317,458	29,122,652	805,194	2.8%
Environmental Services	12,204,736	13,936,346	15,490,946	15,674,361	183,415	1.2%
Utilities Administration	4,477,115	3,101,157	5,185,209	6,068,888	883,679	17.0%
Enterprise Debt Service	5,740,164	-	-	-	-	N/A
TOTAL PUBLIC UTILITIES	**72,376,003**	**69,005,122**	**63,302,602**	**64,697,137**	**1,394,535**	**2.2%**

CITY OF SANTA FE

PUBLIC WORKS DEPARTMENT - EXPENDITURES SUMMARY

FISCAL YEAR 2021/22 RECOMMENDED BUDGET

SUMMARY BY DIVISION	ACTUAL EXPENDITURES 2018/19	ACTUAL EXPENDITURES 2019/20	2020/21 MIDYEAR BUDGET	RECOMM. BUDGET 2021/22	$ CHANGE 2020/21 vs. 2021/22	% CHANGE 2020/21 vs. 2021/22
Public Works Administration	2,014,361	6,122,527	3,035,602	3,231,989	196,387	6.5%
Airport Division	2,994,894	4,452,383	3,969,620	2,715,564	(1,254,056)	-31.6%
Engineering Division	5,309,323	5,050,493	5,131,433	5,693,091	561,658	10.9%
Facilities Maintenance	4,403,016	4,259,778	4,523,209	5,374,730	851,521	18.8%
Midtown Campus	3,938,543	4,958,059	3,860,058	4,103,172	243,114	6.3%
Municipal Recreation Complex	3,254,084	1,652,503	2,577,798	1,581,448	(996,350)	-38.7%
Parking Division	6,191,838	6,769,322	5,498,294	4,972,679	(525,615)	-9.6%
Parks Division	6,208,292	7,063,157	6,633,646	7,879,650	1,246,004	18.8%
Streets Maintenance	5,328,520	5,894,507	6,547,860	4,691,165	(1,856,695)	-28.4%
Transit	10,448,956	11,273,054	10,799,779	10,407,349	(392,430)	-3.6%
TOTAL PUBLIC WORKS	**50,091,828**	**57,495,783**	**52,577,299**	**50,650,837**	**(1,926,462)**	**-3.7%**

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2018/19	ACTUAL EXPENDITURES 2019/20	2020/21 MIDYEAR BUDGET	RECOMM. BUDGET 2021/22	$ CHANGE 2020/21 vs. 2021/22	% CHANGE 2020/21 vs. 2021/22
Salaries, Wages & Benefits	21,652,349	21,318,118	21,339,932	23,473,086	2,133,154	10.0%
Contractuals & Utilities	6,466,685	7,264,636	6,703,596	8,308,730	1,605,134	23.9%
Repairs & Maintenance	1,421,546	2,720,400	2,174,952	3,003,492	828,540	38.1%
Supplies	1,965,460	1,935,058	1,896,630	2,345,252	448,622	23.7%
Insurance	1,555,008	1,355,654	1,529,674	1,825,644	295,970	19.3%
Other Operating Costs	4,200,002	12,437,511	4,900,980	5,101,597	200,617	4.1%
Capital Purchases	1,634,357	2,219,499	2,570,068	1,014,250	(1,555,818)	-60.5%
Debt Service	6,061,251	1,421,948	5,887,032	4,710,077	(1,176,955)	-20.0%
Transfers to Other Funds	5,135,170	6,822,957	5,574,435	868,709	(4,705,726)	-84.4%
TOTAL PUBLIC WORKS	**50,091,828**	**57,495,783**	**52,577,299**	**50,650,837**	**(1,926,462)**	**-3.7%**

CITY OF SANTA FE

PUBLIC WORKS DEPARTMENT - EXPENDITURES SUMMARY

FISCAL YEAR 2021/22 RECOMMENDED BUDGET

[continued from previous page]

SUMMARY BY FUND	ACTUAL EXPENDITURES 2018/19	ACTUAL EXPENDITURES 2019/20	2020/21 MIDYEAR BUDGET	RECOMM. BUDGET 2021/22	$ CHANGE 2020/21 vs. 2021/22	% CHANGE 2020/21 vs. 2021/22
General Fund	15,582,566	19,081,370	17,158,076	18,938,110	1,780,034	10.4%
City Drainage Fund	1,693,525	1,038,531	1,291,019	1,535,745	244,726	19.0%
Impact Fees Fund	475,000	-	54,000	-	(54,000)	-100.0%
Transportation Grants	76,475	76,799	95,059	96,892	1,833	1.9%
Plaza Use Fund	24,603	20,252	15,000	15,000	-	0.0%
Quality of Life	38,064	2,052	12,337	81,337	69,000	559.3%
Streets & Roadways	2,212,308	3,407,005	3,883,625	1,720,416	(2,163,209)	-55.7%
1/2% GRT Income Fund	1,833,027	1,584,931	1,828,700	2,311,270	482,570	26.4%
Railyard Properties	1,903,722	3,606,874	2,913,553	2,268,747	(644,806)	-22.1%
Midtown Campus	1,443,720	4,958,059	2,181,800	4,103,172	1,921,372	88.1%
Municipal Recreation Complex	1,563,067	1,301,951	1,269,971	1,581,448	311,477	24.5%
Parking	5,492,040	6,769,322	4,337,384	4,972,679	635,295	14.6%
Transit Bus System	10,029,623	11,196,256	10,361,909	10,310,457	(51,452)	-0.5%
Airport	2,911,055	4,452,383	2,710,060	2,715,564	5,504	0.2%
Enterprise Debt Service	4,813,033	-	4,464,806	-	(4,464,806)	-100.0%
TOTAL PUBLIC WORKS	**50,091,828**	**57,495,783**	**52,577,299**	**50,650,837**	**(1,926,462)**	**-3.7%**

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-____

INTRODUCED BY:

Mayor Alan Webber

Councilor Roman Abeyta

A RESOLUTION

ADOPTING THE CITY OF SANTA FE'S FISCAL YEAR 2021/2022 OPERATING BUDGET AND ORGANIZATIONAL CHART.

WHEREAS, pursuant to City Charter, the Mayor worked with city personnel and prepared an annual budget and proposed spending priorities for review and approval by the Finance Committee for the municipality of the City of Santa Fe, State of New Mexico; and

WHEREAS, the Finance Committee recommended approval of the Mayor's proposed budget, with certain amendments, for fiscal year 2021/2022, attached as Exhibit A; and

WHEREAS, the recommended budget was brought forth in the spirit of positive collaboration among departmental staff and elected officials; and

WHEREAS, the meetings of the City's Finance Committee for the review of said budget were duly advertised in compliance with the New Mexico Open Meetings Act; and;

WHEREAS, the proposed budget addresses the needs and goals of the City as currently determined for fiscal year 2021/2022.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the Governing Body hereby adopts the attached budget as to funds, categories, and departments, and respectfully requests its approval from the Local Government Division of the New Mexico Department of Finance and Administration.

BE IT FURTHER RESOLVED that the Governing Body also hereby approves and adopts the organizational chart included in the fiscal year 2021/2022 budget.

PASSED, APPROVED, and ADOPTED this 28th day of April, 2021.

_____

ALAN WEBBER, MAYOR

_____	_____
RENEE VILLARREAL, COUNCILOR	SIGNE I. LINDELL, COUNCILOR
_____	_____
MICHAEL J. GARCIA, COUNCILOR	CAROL ROMERO-WIRTH, COUNCILOR
_____	_____
CHRIS RIVERA, COUNCILOR	ROMAN ABEYTA, COUNCILOR
_____	_____
JAMIE CASSUTT-SANCHEZ, COUNCILOR	JOANNE VIGIL COPPLER, COUNCILOR

ATTEST:

_____

KRISTINE M. MIHELCIC, CITY CLERK

APPROVED AS TO FORM:

_____

ERIN K. MCSHERRY, CITY ATTORNEY

_____

LOCAL GOVERNMENT DIVISION

N.M. DEPARTMENT OF FINANCE

AND ADMINISTRATION

I. CITY OF SANTA FE - ORGANIZATIONAL CHART

20. PUBLIC HEARINGS

a. CONSIDERATION OF RESOLUTION 2021-____. (Mayor Webber, Councilor Abeyta and Committee)

A Resolution Adopting the City of Santa Fe's Fiscal Year 2021/2022 Operating Budget and Organizational Chart. (Mary McCoy, Finance Director, mtmccoy@santafenm.gov, 955-6171)

COMMITTEE REVIEW:

Special Finance Meetings: April 13, 14 & 15, 2021
Special Finance Meetings: April 20, 21, & 22, 2021
Governing Body (Public Hearing): April 28, 2021

Name: Stefanie Beninato
Comment - 04/28/2021 07:36 AM: (No Vote)
Have you increased lifeguard salaries to at least $15/hr starting so that the city is competitive with private pools? Are you going to drop the drug testing with the approval of recreational cannabis or at least make the prohibition more reasonable—no ingestion of cannablis 6 hrs before you come on duty....Do heavy machinery operators get tested for drug use? How about those city employees who drive vehicles as part of their duties and who (some) get to take these vehicles home?
I am opposed to any salary increase for top management. Their salaries were inflated when the positions were created a few years ago. Given that no one answers the phone at city hall, you have to wonder what we are paying anyone to do==except for those working out in the public (lower end paid employees)

Name: Antoinette Shook
Comment - 04/28/2021 10:58 AM: (No Vote)
Mayor Webber, how do you plan to pay the people back for your illegal furloughing. Perhaps that monies should come from the Coivd relief fund the city received in 2020. I would advise **against**, taxing the people to CYA. Be accountable for your actions and shortfalls.

Name: Miles D Conway
Comment - 04/28/2021 11:28 AM: (For)
Honorable Mayor Webber and City Councilors, hard-working staff members of the City,

On behalf of the 400 Builder and Associate members of the Santa Fe Area Home Builders Association, thank you for your work and endurance in leading our City and in crafting this FY2022 Budget.

We sound our enthusiastic support for increased resources and budget dollars for our besieged land-use department. Our regional home building industry is doing a great deal to support our economy right now, and with more efficient and speedy land use permitting and inspection processes, we will do even more to support our economy and the working families of the Santa Fe region.

We are committed to remaining positive allies in this work and thank you for retaining the funding increases in this year's proposed budget for Land Use.

Sincerely,

Miles D. Conway
Executive Officer
Santa Fe Area Home Builders Association

o. 505.982.1774
c. 505.455.2853

reside: 495 NM 592, 87506

Name: Michael Barrio
Comment - 04/28/2021 11:37 AM: (For)

Mayor Webber and members of the Council,

My name is Michael Barrio and I'm the executive director of the Santa Fe Housing Action Coalition and I'm writing to thank you for supporting and including the Affordable Housing Trust Fund in your budget priorities. As you know, the Coalition actively works to ensure access, equity and affordability for housing in Santa Fe and this is an important step in the right direction. Thank you.

I would also like to take this opportunity to express my support for a City Land Use budget increase in the fiscal year 2022 budget. As you know, change doesn't happen in a vacuum - policy doesn't make things happen on it's own. It requires the infrastructure to implement those changes and the Land Use Department is a critical piece in addressing the housing issues in our communities. Thank you for your work, your time, and your consideration.

Name: Michael Rife
Comment - 04/28/2021 11:57 AM: (For)
The New Mexico Roofing Contractors Association supports the proposed budget for the city of Santa Fe; specifically, the timely and necessary funding increase for the Land Use department. We are excited for the potential of successful, timely, efficient operations afforded by funding for full time positions intended to make the permitting process faster and more responsive.

11. DISCUSSION/ACTION ITEMS

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

Consideration of Bill No. 2021-8. An Ordinance Regarding the Independent Salary Commission; Amending Section 6-19.1 SFCC 1987 to Make Clarifications; Amending Section 6-19.2 SFCC 1987 to Change the Effective Date of the Salary to Align with the Term for Mayor Set Forth in the Santa Fe Election Code, Section 9-1 SFCC 1987; Amending Section 6-19.3 SFCC 1987 to Establish an Application Process and Modify Length of the Commissioners' Terms; and Amending Section 6-19.4 SFCC 1987 to Set the Future Schedule for the Independent Salary Commission. (Councilor Rivera, Councilor Romero-Wirth, and Councilor Lindell) (Erin McSherry, City Attorney, ekmcsherry@santafenm.gov, 955-6512)

COMMITTEE REVIEW:

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

Name: Stefanie Beninato
Comment - 03/31/2021 12:48 PM: (No Vote)
Salary commission needs major overhaul especially as to appointments—not just change of dates as to when recommendations are made.

City of Santa Fe New Mexico
Memorandum

Date: March 25, 2021

To: Public Works/Public Utilities Committee, Finance Committee, and Governing Body

From: Erin K. McSherry, City Attorney EM

RE: Independent Salary Commission Amendments

EXECUTIVE SUMMARY:
The proposed bill realigns the Independent Salary Commission's (Commission's) work schedule with the City's new election cycle; establishes an allowable salary range; corrects a cross reference; establishes an application process for appointees to the Commission; and allows the chamber of commerce representative on the Commission to be from any local chamber of commerce.

BACKGROUND:
The History
In 2014, the City's voters adopted amendments to the City Charter to establish the Mayor as the full-time, chief executive officer of the City. The Charter amendments also required the Governing Body to adopt an Ordinance establishing an Independent Salary Commission to set the Mayor's salary. The Governing Body adopted the ordinance establishing the Commission in 2016, and the Commission set the Mayor's salary for the first time in the spring of 2017.

In 2018, the City adopted the Local Election Act, which moved the next mayoral election from March of 2022 to November of 2021. It also adjusted the next mayor's first date of office from seven days after the March election to the January 1st following the November 2021 election.

The Timing Issue
The Commission ordinance currently requires that the Commission adopt a salary before the end of April, with time to incorporate it into the following year's budget. When the ordinance was adopted, that timeline resulted in adoption of a salary almost a year before the next election. That schedule allowed for a non-personal decision. Now, if the Commission were to meet this year, it is the same year as the election and during the same time period that candidates are known and/or contemplated by the public.

The Commission ordinance also currently specifies that the Commission-adopted salary goes into effect *the Monday after the election*. When the ordinance was adopted, the Monday after the election was the first day of office for the new mayor. Under the City's new election cycle, the Monday after the election falls during the current mayor's term.

The proposed bill realigns the schedule, so that the Commission would meet more than a year before the election (rather than the same year), and so that the new salary would go into effect on the first

day of the new next mayoral term (rather than almost two months before the end of the current mayoral term).

Additional Proposed Amendments

The proposed bill also includes the following amendments to the Commission ordinance:

- Requires a public announcement regarding the opportunity to serve on the Commission and applications from interested registered voters. The current ordinance does not require a particular process for selecting Commission members.
- Corrects a citation to the City's Charter.
- Allows the appointment of a member of one of the other local chambers of commerce, rather than limiting that category of appointment to the Santa Fe Chamber of Commerce.

ACTION REQUESTED:

Approval of the proposed bill.

ATTACHMENTS:

Bill
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2021-__

INTRODUCED BY:

Councilor Chris Rivera

Councilor Carol Romero-Wirth

Councilor Signe I. Lindell

underscored material = new [~~bracketed material~~] = delete

AN ORDINANCE

REGARDING THE INDEPENDENT SALARY COMMISSION; AMENDING SECTION 6-19.1 SFCC 1987 TO MAKE CLARIFICATIONS; AMENDING SECTION 6-19.2 SFCC 1987 TO CHANGE THE EFFECTIVE DATE OF THE SALARY TO ALIGN WITH THE TERM FOR MAYOR SET FORTH IN THE SANTA FE ELECTION CODE, SECTION 9-1 SFCC 1987; AMENDING SECTION 6-19.3 SFCC 1987 TO ESTABLISH AN APPLICATION PROCESS AND MODIFY LENGTH OF THE COMMISSIONERS' TERMS; AND AMENDING SECTION 6-19.4 SFCC 1987 TO SET THE FUTURE SCHEDULE FOR THE INDEPENDENT SALARY COMMISSION.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Section 1. Section 6-19.1 of SFCC 1987 (being Ord. No. 2016-43, § 2, as amended) is amended to read:

6-19.1 Name; creation; purpose.

A. There is hereby created the independent salary commission ("commission") as [~~approved~~] required by the Santa Fe Municipal Charter amendments approved by voters of the

city of Santa Fe on March 4, 2014.

B. The sole purpose of the commission shall be to review and set the mayor's salary, pursuant to Article 6.02([~~C~~]D) of the Santa Fe Municipal Charter.

C. The commission shall [~~be~~] act independently from the office of the mayor and the governing body so as to remove all conflicts of interest.

Section 2. Section 6-19.2 of SFCC 1987 (being Ord. No. 2016-43, § 2, as amended) is amended to read:

6-19.2 Powers and duties.

A. The commission shall have the sole power to review and set the mayor's salary [~~no less than once every four (4) years~~].

B. The commission shall set the salary of the mayor by comparing the salaries of other public executives within the county of Santa Fe, including the Santa Fe county manager, superintendent of Santa Fe public schools, and the city of Santa Fe city manager, as well as the mayor's salary in cities of comparable size, cost of living, and diversity within the region.

C. The salary set by the commission shall go into effect [~~the Monday immediately~~] January 1 following the regular election [~~at which a~~] for mayor[~~ is elected or reelected~~].

Section 3. Section 6-19.3 of SFCC 1987 (being Ord. No. 2016-43, § 2, as amended) is amended to read:

6-19.3 Membership; terms; vacancies.

A. *Membership.* The commission shall be comprised of seven (7) members, all of whom must reside within the municipal boundaries of the city of Santa Fe. The mayor shall appoint, with the advice and consent of the governing body, the members of the commission. The commission shall consist of one (1) member from each of the following categories:

(1) One (1) shall be a member of [~~the Santa Fe~~] a local chamber of commerce.

(2) One (1) shall be a representative of a neighborhood association.

(3) One (1) shall be a representative of a community organization.

(4) One (1) shall be a current or retired attorney or judge.

(5) One (1) shall be a representative of the human resources industry, or an employment consultant.

(6) One (1) shall be a current or retired chief executive officer.

(7) One (1) member shall be appointed at-large.

B. *Application.* To be eligible for appointment, interested parties shall submit a letter of interest and resume to the city clerk in response to a public request for letters of interest. The letter of interest shall indicate the category the applicant seeks to fill, which shall not preclude the applicant's appointment to an alternative category, if applicable.

C. *Independence*. Nominees to the commission shall [~~have the ability to~~] exercise sound and practical judgement in the implementation of their powers and duties as members of the commission. The mayor shall appoint a chairperson prior to the first meeting of the commission. The chairperson shall then appoint a vice-chairperson at the first regular meeting.

[~~B~~]D. *Terms.* Members of the commission shall be appointed in January the year prior to a mayoral election and serve [~~four (4) year terms~~] until the end of the calendar year. A member shall serve for no more than two (2) terms. After two (2) consecutive unexcused absences, a commission member shall be automatically removed from the commission, and a new member shall be appointed consistent with the provisions of paragraph A.

[~~C~~]E. *Vacancies.* Vacancies on the commission shall be filled consistent with the provisions of paragraph A.

Section 4. Section 6-19.4 of SFCC 1987 (being Ord. No. 2016-43, § 2, as amended) is amended to read:

6-19.4 Meetings; staff.

A. *Meetings.* Beginning in 2024, t[~~T~~]he commission shall meet [~~no less than once~~] and set the salary for the office of mayor every four (4) years, no later than April 30 [~~of the year prior to the election in which a~~], to be budgeted for the next mayoral term, whether the mayor in office in the next term is in a first or subsequent term[~~shall be elected or reelected so that the new salary may be included in the budget for the following fiscal year~~].

B. *Staff.* The human resources director, or the[~~ir~~] human resources director's designee, shall serve as staff liaison for the commission at all meetings.

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

FIR No. 3319

FISCAL IMPACT REPORT

General Information:

(Check) Bill: X Resolution: _____

Short Title(s): Salary Commission Amendments

Sponsor(s): Councilors Romero-Wirth and Rivera

Reviewing Department(s): City Attorney's Office

Staff Completing FIR: Erin K. McSherry Date: 3/25/21 Phone: 955-6961

Reviewed by City Attorney: _____ Date: Mar 25, 2021

Reviewed by Finance Director: _____ Date: Mar 25, 2021

Summary:
The proposed bill realigns the Independent Salary Commission's (Commission's) work schedule with the City's new election cycle; establishes an allowable salary range; corrects a cross reference; establishes an application process for appointees to the Commission; and allows the chamber of commerce representative on the Commission to be from any local chamber of commerce.

Departments Affected:
Mayor (appointment timing); Governing Body (advice and consent), Human Resources (Commission Liaison); and City Clerk (proposed to receive applications)

Consequences of Not Enacting Legislation:
Without the proposed changes, the Commission is required to determine a new salary by the end of April, and the salary would go into effect in November on the Monday following the election. Applications would not be required for appointees to the Commission, the Chamber of Commerce member on the Commission would be required to be from the Santa Fe Chamber of Commerce and could not be from the Hispanic Chamber or Green Chamber.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
The creation of the Commission was required by 2014 Charter amendments. The election cycle changes were also adopted by a Charter amendment and through adoption of the election cycle established in the Local Election Act.

Performance and Administrative Implications:
Once every four years, the requirement for an application process will increase administrative duties for the City Clerk's Office. Responsibility for Commission support remains with the Human Resources Director.

Fiscal Implications:
The changes would result in a somewhat increased administrative workload for the City Clerk, once every four years.

Fiscal Impact

X Check here if no fiscal impact

Expenditures

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

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

Expenditure Narrative:

Revenue

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

Revenue Narrative:

20. PUBLIC HEARINGS

b. CONSIDERATION OF BILL NO. 2021-8. ADOPTION OF ORDINANCE 2021-____. (Councilo Councilor Romero-Wirth, and Councilor Lindell)

An Ordinance Regarding the Independent Salary Commission; Amending Section 6-19.1 SFCC 1987 to Make Clarifications; Amending Section 6-19.2 SFCC 1987 to Change the Effective Date of the Salary to Align with the Term for Mayor Set Forth in the Santa Fe Election Code, Section 9-1 SFCC 1987; Amending Section 6-19.3 SFCC 1987 to Establish an Application Process and Modify Length of the Commissioners' Terms; and Amending Section 6-19.4 SFCC 1987 to Set the Future Schedule for the Independent Salary Commission. (Erin McSherry, City Attorney, ekmcsherry@santafenm.gov, 955-6512)

COMMITTEE REVIEW:

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

Name: Stefanie Beninato
Comment - 04/28/2021 07:36 AM: (For)
I support these changes

11. DISCUSSION/ACTION ITEMS

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

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

COMMITTEE REVIEW:

Public Works & Utilities Committee: 03/29/21
Governing Body (Request to Publish): 03/31/21
Finance Committee: 04/5/21
Quality of Life Committee: 04/7/21
Governing Body (Public Hearing): 04/28/21

Name: Stefanie Beninato
Comment - 03/31/2021 12:48 PM: (No Vote)
11C-E I am glad there will be a comprehensive approach to AH but why has it taken so long? And why not also focus on raising the fee in lieu of instead of just taking from other city funds? Why is the city proceeding even at this meeting to consider piecemeal changes to accomplish funding eg changes to the uses of the occupancy tax and sale of city property How is community engagement going to be structured and when?

City of Santa Fe New Mexico
Memorandum

Date: March 24, 2021

To: Quality of Life Committee, Finance Committee, and Governing Body

Via: Rich Brown, Director, Community Development Department

From: Alexandra Ladd, Director, Office of Affordable Housing AGL

RE: Dedication of Funds into the Affordable Housing Trust Fund

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ACTION REQUESTED:
Please consider for discussion and approval the attached Bill that dedicates a portion of revenue from the sales and lease of City-owned land into the Affordable Housing Trust Fund (AHTF). This amount is estimated to be approximately $150,000 on an annual basis.

BACKGROUND AND SUMMARY:
The lack of affordably-priced housing in Santa Fe has been an issue for decades. When the New Mexico Affordable Housing Act was enacted, which implemented an exemption to the state's Anti-Donation Clause for affordable housing, the City acted swiftly to set up an affordable housing trust fund, codified in SFCC 26-3. This section of code allows public resources to be used for the preservation, operation, rehabilitation, and construction of affordable housing units and emergency shelter facilities. Financial assistance can also be provided to income-qualified individuals in the form of rental, mortgage, and down payment assistance.

ITEM AND ISSUE:
The current sources of revenue for the trust fund are limited. Historically, development fees, the pay-off of City-held affordability and fee waiver liens, and land sales in Tierra Contenta have provided the bulk of revenue for the fund. Because these sources are dependent on activity in the real estate and development market, they are uneven and unpredictable, hampering the City's ability to commit longstanding support to affordable housing. To remedy this, several proposals are currently being considered to make more consistent the revenue sources for the trust fund.

The attached bill proposes to divert 50% of the land sales and lease revenue that is not currently restricted for other uses into the trust fund. As per the attached FIR, this amount of increased revenue is estimated to be about $150,000 based on prior year trends. Making this dedication will create some certainty for revenue into the AHTF but it will also result in a corresponding reduction of revenue into the Economic Development fund.

ATTACHMENTS:
Bill
Fiscal Impact Report (FIR)

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2021-9

INTRODUCED BY:

Councilor Signe I. Lindell	Councilor Roman "Tiger" Abeyta
Councilor Carol Romero-Wirth	Mayor Alan Webber
Councilor Jamie Cassutt-Sanchez	Councilor Renee Villarreal

underscored material = new [~~bracketed material~~] = delete

AN ORDINANCE

AMENDING SECTION 11-14.5 SFCC 1987 TO DEDICATE HALF THE SALES FROM ANY SALE OR LEASE OF CITY-OWNED LAND AND BUILDINGS TO THE AFFORDABLE HOUSING TRUST FUND; AND AMENDING SECTION 26-3.6 TO ADD THE DEDICATION TO THE AFFORDABLE HOUSING TRUST FUND.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Section 1. Section 11-14.5 of SFCC 1987 (being Ord. No. 2000-16, § 5, as amended) is amended to read:

11-14.5 Dedication.

A. An amount of the general fund equal to a minimum of one-quarter of one percent (0.25%) of the city's share of the state gross receipts tax shall be allocated annually to the economic development fund beginning in the fiscal year 2000/01 budget. This allocation shall be increased by one-quarter of one percent (0.25%) each subsequent year until an allocation of one percent (1%) is attained in FY 2003/04. Thereafter, the allocation shall be maintained at one percent (1%) unless increased by other annual allocations the governing body approves contingent upon sufficient

appropriations and authorization by the governing body.

B. [~~All~~] Half the net proceeds from any sale or lease of city-owned land and buildings on or after January 1, 2021 shall be deposited into the economic development fund and half shall be deposited in the Affordable Housing Trust Fund, as set forth in Section 26-3 SFCC 1987, subject to the following provisions:

(1) *Railyard* property. Proceeds from the sale or lease of property on the railyard property are exempted from the provisions of this section and shall not be deposited in the economic development fund.

(2) *Santa Fe Estates*. Proceeds from the sale or the lease of the Santa Fe Estates are exempted from the provisions of this section and are subject to appropriation by the governing body.

(3) *Tierra Contenta.* Only the share of revenues from the sale of property in Tierra Contenta which had been designated to reimburse CIP funds used for the original purchase of Tierra Contenta shall be deposited in to the economic development fund (less funds already allocated for a new southside library in the amount of five hundred thousand dollars ($500,000.00). These funds shall be reserved for capital projects and their related expenses for projects authorized in subsection 11-14.5A SFCC 1987.

(4) *Existing agreements*. Agreements, ordinances and resolutions in force at the time of adoption of this section which stipulate other uses for the proceeds of specific transactions will exempt those transactions from the provisions of this section.

(5) *Enterprise funds.* Proceeds from the sale or lease of property belonging to or associated with enterprise funds are exempt from the provisions of this section.

(6) *Airport Industrial Park.* Net proceeds from the sale or ease of property in the Airport Industrial Park or other airport property, after all costs to build out all phases of the park have been recovered, shall go to the support of the Santa Fe regional

airport.

(7) *Other*. Agreements for the sale or lease of city property which may be subject to other restrictions as to revenue designations or uses are not subject to the provisions of this section. Any such agreement must cite this subsection of this section in the agreement in order to qualify for this exemption.

Section 2. Section 26-3.6 of SFCC 1987 (being Ord. No. 2007-23, § 9, as amended) is amended to read:

26-3.6 Dedication.

The following shall be dedicated to the affordable housing trust fund.

A. Tierra Contenta:

(1) All payments received from the sale of property in Tierra Contenta that has been reserved for affordable housing as of the date of the passage of this ordinance;

(2) Thirty-five percent (35%) of all payments received from the sale of property in Tierra Contenta received after the date of the passage of this section; and

(3) All interest earned from the above.

B. All proceeds of loans that have been recorded against various affordable housing units through the capital improvements program funds—infrastructure loan funds.

C. Principal and interest payments made by the borrowers to the cty for outstanding AHTF loans.

D. Proceeds from [~~shared equity loans which~~] affordability liens that are realized when a housing opportunity program home or Santa Fe homes program unit is sold on the open market.

E. All in-lieu-of contributions or fractional payments received from developers as an option to meet the Santa Fe Homes Program requirements.

F. All in-lieu-of contributions received from developers of qualifying residential

projects within the Midtown LINC overlay district, as defined in Section 14-5.5(D) SFCC 1987, shall be applied only within the following locations:

(1) The Midtown LINC overlay district;

(2) Qualified Census tracts (as defined by the United States Department of Housing and Urban Development) adjacent to the boundaries of the Midtown LINC overlay district; or

(3) Existing residential developments adjacent to the boundaries of the Midtown LINC overlay district.

G. Half the net proceeds from any sale or lease of city-owned land and buildings on or after January 1, 2021, pursuant to Subsection 11-14.5(B) SFCC 1987.

[~~G~~] H. Other funds that may be identified from time to time which are suitable and appropriate for allocation to the AHTF. These may include on-going, dedicated funding sources as well as one-time funding that is specifically approved by the governing body.

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2021/Bills/Affordable Housing Dedication

CITY OF SANTA FE, NEW MEXICO
PROPOSED AMENDMENT(S) TO BILL NO. 2021-9
Affordable Housing Dedication

Mayor and Members of the City Council:

We propose the following amendment(s) to Bill No. 2021-9:

1. On page 1, line 12 ***strike*** "**OR LEASE"**
2. On page 1, line 13 ***strike*** "**AND**"
3. On page 1, line 14 after "**FUND**" ***insert*** "**; AND ESTABLISHING A SUNSET DATE**"
4. On page 1, line 19 after "**Dedication**" ***insert*** "**and Partial Sunset"**
5. On page 2, ***strike*** lines 2-5 in their entirety and ***insert*** the following in lieu thereof:

   B. Between January 1, 2021 and December 31, 2025, half of all net proceeds from the sale of city-owned land and buildings shall be deposited into the economic development fund and half shall be deposited in the affordable housing trust fund, as set forth in Section 26-3 SFCC 1987, and all net proceeds from the lease of city-owned land and buildings shall be deposited into the economic development fund. Thereafter, all net proceeds from any sale or lease of city-owned land and buildings shall be deposited into the economic development fund. These deposits shall be subject to the following provisions:

Respectfully submitted,

_____ _____
Carol Romero-Wirth, Councilor Signe I. Lindell, Councilor

_____ _____
Roman "Tiger" Abeyta, Councilor Jamie Cassutt-Sanchez, Councilor

Approved as to Form:

_____
Erin K. McSherry, City Attorney

ADOPTED: _____
NOT ADOPTED: _____
DATE: _____

_____
Kristine Mihelcic, City Clerk

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2021-__

INTRODUCED BY:

Councilor Signe I. Lindell	Councilor Roman "Tiger" Abeyta
Councilor Carol Romero-Wirth	Mayor Alan Webber
Councilor Jamie Cassutt-Sanchez	Councilor Renee Villarreal

AN ORDINANCE

AMENDING SECTION 11-14.5 SFCC 1987 TO DEDICATE HALF THE SALES FROM ANY SALE [~~OR LEASE~~] OF CITY-OWNED LAND AND BUILDINGS TO THE AFFORDABLE HOUSING TRUST FUND; AND AMENDING SECTION 26-3.6 TO ADD THE DEDICATION TO THE AFFORDABLE HOUSING TRUST FUND.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Section 1. Section 11-14.5 of SFCC 1987 (being Ord. No. 2000-16, § 5, as amended) is amended to read:

11-14.5 Dedication and Partial Sunset.

A. An amount of the general fund equal to a minimum of one-quarter of one percent (0.25%) of the city's share of the state gross receipts tax shall be allocated annually to the economic development fund beginning in the fiscal year 2000/01 budget. This allocation shall be increased by one-quarter of one percent (0.25%) each subsequent year until an allocation of one percent (1%) is attained in FY 2003/04. Thereafter, the allocation shall be maintained at one percent (1%) unless increased by other annual allocations the governing body approves contingent upon sufficient

underscored material = new [~~bracketed material~~] = delete

appropriations and authorization by the governing body.

B. ~~[[All] Half the net proceeds from any sale or lease of city-owned land and buildings on or after January 1, 2021 shall be deposited into the economic development fund and half shall be deposited in the affordable housing trust fund, as set forth in Section 26-3 SFCC 1987, subject to the following provisions:]~~ Between January 1, 2021 and December 31, 2025, half of all net proceeds from the sale of city-owned land and buildings shall be deposited into the economic development fund and half shall be deposited in the affordable housing trust fund, as set forth in Section 26-3 SFCC 1987, and all net proceeds from the lease of city-owned land and buildings shall be deposited into the economic development fund. Thereafter, all net proceeds from any sale or lease of city-owned land and buildings shall be deposited into the economic development fund. These deposits shall be subject to the following provisions:

(1) *Railyard* property. Proceeds from the sale or lease of property on the railyard property are exempted from the provisions of this section and shall not be deposited in the economic development fund.

(2) *Santa Fe Estates*. Proceeds from the sale or the lease of the Santa Fe Estates are exempted from the provisions of this section and are subject to appropriation by the governing body.

(3) *Tierra Contenta*. Only the share of revenues from the sale of property in Tierra Contenta which had been designated to reimburse CIP funds used for the original purchase of Tierra Contenta shall be deposited in to the economic development fund (less funds already allocated for a new southside library in the amount of five hundred thousand dollars ($500,000.00). These funds shall be reserved for capital projects and their related expenses for projects authorized in subsection 11-14.5A SFCC 1987.

(4) *Existing agreements.* Agreements, ordinances and resolutions in force at the time of adoption of this section which stipulate other uses for the proceeds of specific

transactions will exempt those transactions from the provisions of this section.

(5) *Enterprise funds.* Proceeds from the sale or lease of property belonging to or associated with enterprise funds are exempt from the provisions of this section.

(6) *Airport Industrial Park.* Net proceeds from the sale or ease of property in the Airport Industrial Park or other airport property, after all costs to build out all phases of the park have been recovered, shall go to the support of the Santa Fe regional airport.

(7) *Other*. Agreements for the sale or lease of city property which may be subject to other restrictions as to revenue designations or uses are not subject to the provisions of this section. Any such agreement must cite this subsection of this section in the agreement in order to qualify for this exemption.

Section 2. Section 26-3.6 of SFCC 1987 (being Ord. No. 2007-23, § 9, as amended) is amended to read:

26-3.6 Dedication.

The following shall be dedicated to the affordable housing trust fund.

A. Tierra Contenta:

(1) All payments received from the sale of property in Tierra Contenta that has been reserved for affordable housing as of the date of the passage of this ordinance;

(2) Thirty-five percent (35%) of all payments received from the sale of property in Tierra Contenta received after the date of the passage of this section; and

(3) All interest earned from the above.

B. All proceeds of loans that have been recorded against various affordable housing units through the capital improvements program funds—infrastructure loan funds.

C. Principal and interest payments made by the borrowers to the city for outstanding AHTF loans.

D. Proceeds from shared equity loans which are realized when a housing opportunity program home or Santa Fe homes program unit is sold on the open market.

E. All in-lieu-of contributions or fractional payments received from developers as an option to meet the Santa Fe Homes requirements.

F. All in-lieu-of contributions received from developers of qualifying residential projects within the Midtown LINC overlay district, as defined in Section 14-5.5(D) SFCC 1987, [~~shall be applied~~] but only applied within the following locations:

(1) The Midtown LINC overlay district;

(2) Qualified [~~C~~]census tracts (as defined by the United States [~~D~~]department of [~~H~~]housing and [~~U~~]urban [~~D~~]development) adjacent to the boundaries of the Midtown LINC overlay district; or

(3) Existing residential developments adjacent to the boundaries of the Midtown LINC overlay district.

G. Half the net proceeds from any sale of city-owned land and buildings between January 1, 2021 and December 31, 2025, pursuant to Subsection 11-14.5(B) SFCC 1987.

[~~G~~] H. Other funds that may be identified from time to time [~~which~~] that are suitable and appropriate for allocation to the AHTF. These may include on-going, dedicated funding sources as well as one-time funding that is specifically approved by the governing body.

APPROVED AS TO FORM:

_____

ERIN K. McSHERRY, CITY ATTORNEY

FIR No. 3314

FISCAL IMPACT REPORT

General Information:

(Check) Bill: X **Resolution:** _____

Short Title(s): Affordable Housing Dedication

Sponsor(s): Councilor Lindell, Mayor Webber, and Councilors Abeyta, Romero-Wirth, and Cassutt-Sanchez

Reviewing Department(s): Community Development

Staff Completing FIR: Alexandra Ladd Date: February 9, 2021 Phone: 505-955-6346

Reviewed by City Attorney: _____ Date: Mar 24, 2021

Reviewed by Finance Director: _____ Date: Mar 25, 2021

Summary:

The Bill under consideration proposes to amend the Economic Development (ED) Fund ordinance (Section 11-14 SFCC 1987) originally adopted in 2000 by Ordinance No. 2000-16 and amended in 2018 by Ordinance No. 2018-4. The current ordinance dedicates 100% of the net proceeds of City-owned land sales and City-leased land to the ED Fund to be used for economic development projects, after certain uses are exempted. This proposal would direct fifty percent (50%) of the net proceeds of City-owned land and City-leased land to the Affordable Housing Trust Fund (AHTF), with fifty percent (50%) remaining in the ED Fund. Currently, proceeds generated from the following City-owned land are restricted or exempted from deposit into the ED fund: Railyard Property, Santa Fe Estates, Tierra Contenta, any existing agreements from 2000 and earlier, other Enterprise Funds, and the Airport Industrial Park.

Departments Affected:

The Community Development Department, which includes the Office of Affordable Housing and the Office of Economic Development, and the Finance Department.

Consequences of Not Enacting Legislation:

The consequences of not enacting this Bill will be that the City does not to diversify sources of revenue for the Affordable Housing Trust Fund (AHTF). However, the benefits of increasing revenue to the AHT should be weighed against reducing revenue to the Office of Economic Development's budget.

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

Adoption of this Bill also requires an amendment of the section of City Code that dedicates sources of revenue to the Affordable Housing Trust Fund (Section 26-3, SFCC 1987). This amendment is included in the Bill.

Performance and Administrative Implications:

Analysis of recent revenue into the ED funds shows that diverting 50% of the revenue into the AHTF will reduce the OED budget by approximately $150,000, or 15% annually. The impact of this reduction would require funding reductions for professional service contracts and impact programs (such as SCORE, SFBI, YouthWorks. etc.). Conversely, the AHTF would receive an increase of revenue by the same amount (approx. $150,000), which would marginally increase the amount of funding available for eligible uses of the trust fund – underwriting affordable housing projects or direct financial assistance (rental/down payment

assistance or home repair loans/grants) to income-qualified individuals. This loss/gain assumption is based on revenues from land/facility leases alone, given that land sales have not benefited the fund in the last four years. If non-exempt land sales occur, then both programs will receive additional funds to draw upon for the expansion of programs and projects.

Fiscal Implications:

If the Bill is adopted, the net proceeds from recurring land and lease revenues for the ED Fund and the AHTF would be approximately $148,941 per year. This amounts to a 15% reduction in revenue for the ED Fund and an increase of $148.941 (or approx. 20 – 40%) for the AHTF. This loss/gain assumption is based on an analysis of the last four years of revenue into the ED Fund (less the NMEDD LEDA funds): $1,015,832.12 (FY 2017-2018), $1,112,463.59 (FY 2018-2019), $752,171.21 (FY 2019-2020) and $1,027,730 (FY 2020-2021). The average annual revenues (the majority of which comes from a percentage of the GRT) over four years is **$977,049.23**. Of this amount, the proceeds in the ED Fund and OED budget for City-owned facility and land rentals is $314,535.97 (FY 2017-2108), 401,649.46 (FY 2018-2019), 254.841.16 (FY 2019-2020) and 220,500 (FY 2020-2021). The average for City-owned lease and facility rentals is **$297,881.65** and comprises approximately one third of the ED Fund.

Since 2007, the revenue from land sales into the ED Fund has only been $253,000 (with the majority of revenues from land sales going to other dedicated uses as per the ED Ordinance). The only upcoming possibilities of public offerings for sale of city-owned land are the former Boys and Girls Club located at 730 Alto Street and a parcel of 375 acres in the Northwest Quadrant. Currently, the Alto Street property is appraised at $400,000 and the Northwest Quadrant is appraised at $3.2 million. These land sales would generate $1.8m for each fund which could fund the ED Fund for 1.84 years (at an average annual budget of $977,049) or for 11 years to make up the $148,941 annual loss in recurring land and lease revenues. The same increase into the AHTF represents about three and a half years' worth of funding (approx. $500,000/annually).

As this analysis demonstrates, City-owned land sales that are not exempted as funding source for the ED Fund are infrequent at best and are not a stable source of recurring funding. The land sales are better suited for one-time capital expenses such as investments for LEDA projects or other special priority projects. In fact, language in the ED Ordinance allows for one-time revenues to be directed at specific projects at the time of closing (11-14.5: *Other. Agreements for the sale or lease of city property, which may be subject to other restrictions as to revenue designations or uses are not subject to the provisions of this section. Any such agreement must cite this subsection of this section in the agreement in order to qualify for this exemption*.). This may be a more applicable approach to funding the AHTF through the dedication of revenues from specific transactions rather than relying on land sales that may or may not happen.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2022	FYE 2023	FYE 2024-2030	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	10-Year Total Cost
Personnel and Benefits*							
ED Fund	($148,941)	($148,941)	($148,941)	N	R	ED	($ 1,489,410)
AHTF	$148,941	$148,941	$ 148,941	N	R	AHTF	$ 1,489,410
Total:	$0	$0	$0				$0

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

Expenditure Narrative:
Diverting 50% of the revenues from general land sales and City-held leases will impact the ED fund by reducing it by 15%, or approximately $150,000. The AHTF will be increased by a corresponding amount. This amount will be much larger in the event of an unrestricted future land sale that has yet to be identified. The impact of this ordinance results in a net $0 fiscal impact.

Revenues

Revenue Type	FYE 2022	FYE 2023	FYE 2024-2030	Recurring (R) or Non-recurring (NR)	10-Year Total Cost
General Fund	$	$	$		
ED Fund	($148,941)	($148,941)	($148,941)	R	($ 1,489,410)
AHTF	$148,941	$148,941	$ 148,941	R	$ 1,489,410
Total	$0	$0	$0		$0

Revenue Narrative:

The revenue is based on an average of 50% of the proceeds from city facility and land revenues from FY 2017-2018 thru FY 2020-2021. This increase to the AHTF is possible by a corresponding decrease in the ED fund, as shown above. This amount will be much larger in the event of an unrestricted future land sale that has yet to be identified. The impact of this ordinance results in a net $0 fiscal impact.

Signature: Richard Brown
Email: rdbrown@santafenm.gov

Signature:
Email: agladd@santafenm.gov

20. PUBLIC HEARINGS

c. CONSIDERATION OF BILL NO. 2021-9. ADOPTION OF ORDINANCE NO. 2021-____. (C Lindell, Mayor Webber, and Councilors Abeyta, Romero-Wirth, and Cassutt-Sanchez)

An Ordinance Amending Section 11-14.5 SFCC 1987 to Dedicate Half the Sales From Any Sale or Lease of City-Owned Land and Buildings to the Affordable Housing Trust Fund; and Amending Section 26-3.6 to Add the Dedication to the Affordable Housing Trust Fund. (Alexandra Ladd, Office of Affordable Housing Director, agladd@santafenm.gov, 955-6346 and Rich Brown, Community Development Director, rdbrown@santafenm.gov, 955-6625)

COMMITTEE REVIEW:

Public Works & Utilities Committee: 03/29/21
Governing Body (Request to Publish): 03/31/21
Finance Committee: 04/5/21
Quality of Life Committee: 04/7/21
Governing Body (Public Hearing): 04/28/21

Name: Stefanie Beninato
Comment - 04/28/2021 07:36 AM: (For)
Good idea with some flexibility in case we have another serious economic downturn like this past year.

Name: Antoinette Shook
Comment - 04/28/2021 10:58 AM: (No Vote)
I do hope someone with integrity oversees the financials of the Affordable Housing Trust Fund.

20. PUBLIC HEARINGS

d. CONSIDERATION OF BILL NO. 2021-10. ADOPTION OF ORDINANCE NO. 2021-____. Webber)

An Ordinance Amending Section 18-11.3 SFCC 1987 to Define "Taxable Premises" Consistently with State Statute and to Add a Definition for "Permanent Resident"; Amending Section 18-11.8 to Make it Consistent with State Statute; Amending Section 18-11.17 to Differentiate Between the Occupancy Tax and the Convention Center Fee, and to Dedicate the Occupancy Tax Collected on the Thirty-First Day and Subsequent Days to the Affordable Housing Trust Fund; Amending Section 26-3.6 to Add the Dedication to the Existing List of Dedications to the Affordable Housing Trust Fund; and Making Such Other Changes as are Necessary. (Randy Randall, TOURISM Santa Fe Director: rrandall@santafenm.gov, 955-6209 and Brad Fluetsch, Planning and Investment Officer: bjfleutsch@santafenm.gov, 955-6885)

COMMITTEE REVIEW:

Public Works & Utilities Committee: 03/29/21
Governing Body (Request to Publish): 03/31/21
Finance Committee: 04/5/21
Quality of Life Committee: 04/7/21
Governing Body (Public Hearing): 04/28/21

Name: Stefanie Beninato
Comment - 04/28/2021 07:36 AM: (No Vote)
I am not sure I understand the provision about collecting taxes on the 31st day and onward for the Affordable Housing Trust Fund. Does that mean that STR that the fee for renting for a few days will not be allocated to this fund? Who is going to keep track of this provision? What does non-residential rentals mean? The architect for the Otero St development kept calling STR "residential rentals" and says that hotels are an residential under the code…. Is this just an effort to look good but not collect money from STR for the Affordable Housing Fund? Definitely clarity and more discussion needed. Or is the city going to charge lodgers' tax on all rentals of casitas even if the rental period is more than 30 days? This type of charge to homeowners who need the income from the casita and rent it out to residents on a long term basis seems well beyond what the lodgers' tax should encompass.

Name: Antoinette Shook
Comment - 04/28/2021 10:58 AM: (Against)
Stop taxing the people of the City. No wonder no one can afford to live here.

11. DISCUSSION/ACTION ITEMS

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

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

COMMITTEE REVIEW:

Public Works & Utilities Committee: 03/29/21
Governing Body (Request to Publish): 03/31/21
Finance Committee: 04/5/21
Quality of Life Committee: 04/7/21
Governing Body (Public Hearing): 04/28/21

Name: Stefanie Beninato
Comment - 03/31/2021 12:48 PM: (No Vote)
Why would you use the 31st day of collection of the occupancy tax? Isn't that harder to track than say allocating a percentage of the occupancy tax to the Affordable Housing Fund? Will this apply to Short Term Rentals? What is the occupancy tax now used for? Will funding of just 31 days provide enough funding for that purpose?

City of Santa Fe New Mexico
Memorandum

Date: March 26, 2021

To: Community Development Commission, Quality of Life Committee, Finance Committee, and Governing Body

From: Randy Randall, TOURISM Santa Fe Director RR
Brad Fluetsch, Planning and Investment Officer BF

RE: Dedication of Certain Lodgers' Tax Revenues to the Affordable Housing Trust Fund

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EXECUTIVE SUMMARY:

The proposed Bill amends Section 18-11.8 to strike a provision that exempted properties with less than three rooms for rent from charging and submitting lodgers' tax. The proposed Bill also amends Section 18-11.17 SFCC 1987 to collect lodgers' tax revenue on the thirty-first and subsequent days for non-residential rentals and dedicate the revenue to the Affordable Housing Trust Fund.

BACKGROUND:

In the past two state legislative cycles, there have been two significant changes to the enabling legislation for lodgers' tax.

The first change was to eliminate the exemption for a rental with less than three rooms. This exemption was designed in the 1970s to exempt tiny Bed and Breakfast operations. With the advent of Short Term Rentals, the exemption provided a loop hole that too many short-term rental owners could claim, providing an unfair pricing advantage to the lodging establishments that do have to charge lodgers' tax.

The second change is to allow lodgers' tax to be charged on all rentals that are not for permanent or primary residential use, regardless of length of stay. Without that change, rentals of more than 30 days in length are exempt from lodgers' tax. The tax on the period of time over 30 days does not have the use restrictions on other lodgers' tax collected and can be used in any way the municipality wishes, provided it is specified in the local lodgers' tax ordinance.

The changes recommended to the lodgers' tax ordinance, in addition to some language cleanup, will bring Santa Fe's ordinance into uniformity with the revised state enabling legislation by eliminating the small rental exemption. The changes also provide for the City to collect lodgers' tax on all rentals that are not for primary residential use, by specifying the Affordable Housing Trust Fund as the recipient for lodgers' taxes collected from the 31st day of occupancy on.

ACTION REQUESTED:

Adopt the Bill as presented.

ATTACHMENTS:

Bill
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2021-__

INTRODUCED BY:

Mayor Alan Webber

AN ORDINANCE

AMENDING SECTION 18-11.3 SFCC 1987 TO DEFINE "TAXABLE PREMISES" CONSISTENTLY WITH STATE STATUTE AND TO ADD A DEFINITION FOR "PERMANENT RESIDENT"; AMENDING SECTION 18-11.8 TO MAKE IT CONSISTENT WITH STATE STATUTE; AMENDING SECTION 18-11.17 TO DIFFERENTIATE BETWEEN THE OCCUPANCY TAX AND THE CONVENTION CENTER FEE, AND TO DEDICATE THE OCCUPANCY TAX COLLECTED ON THE THIRTY-FIRST DAY AND SUBSEQUENT DAYS TO THE AFFORDABLE HOUSING TRUST FUND; AMENDING SECTION 26-3.6 TO ADD THE DEDICATION TO THE EXISTING LIST OF DEDICATIONS TO THE AFFORDABLE HOUSING TRUST FUND; AND MAKING SUCH OTHER CHANGES AS ARE NECESSARY.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Section 1. Section 18-11.3 of SFCC 1987 (being Ord. No. 1992-27, § 4, as amended) is amended to read:

18-11.3 - Definitions.

underscored material = new [~~bracketed material~~] = delete

[~~As used in this section.~~]

[~~Accounts receivable unit~~ means the office, within the city of Santa Fe finance department, that is responsible for issuing business registrations.~~]

Board means the lodgers' occupancy tax advisory board established herein to make recommendations for advertising, publicizing, and promoting tourist-related attractions, facilities, and events to the governing body[~~,~~]; keep minutes of its proceedings; and submit its recommendations, correspondence, and other pertinent documents to the governing body.

Business licensing and registration office means the office within the city of Santa Fe that is responsible for issuing business registrations.

City means the city of Santa Fe.

City cashier's office means the office, within the city of Santa Fe finance department, where all monies owed the city are collected and deposited. All lodgers' tax remittance will be collected and deposited in the cashier's office.

City clerk means the city clerk of Santa Fe, New Mexico.

City treasurer means the finance department director.

Convention center fee means the two percent (2%) increment imposed by the city under the Civic and Convention Center Funding Act, Sections 5-14-1 to 5-14-15 NMSA 1978.

Gross taxable rent means the total amount of rent paid for lodging, not including the state gross receipts tax or local sales taxes.

Increment means a specified unit of the total percent of occupancy tax or convention center fee imposed where the unit is derived by dividing the percent tax imposed into separate parts of one percent (1%) or portions of one percent (1%).

Lodgers' tax [~~shall be used to collectively refer to~~] means the occupancy tax and convention center fee, collectively.

Lodging means the transaction of furnishing rooms or other accommodations by a vendor

to a vendee who for a rent uses, possesses, or has the right to use or possess any room or rooms or other units of accommodations in or at a taxable premises.

Lodgings means the rooms or other accommodations furnished by a vendor to a vendee by a taxable service of lodgings.

Occupancy tax means tax on lodging authorized by the Lodgers' Tax Act, Sections 3-38-13 to 3-38-24 NMSA 1978.

Permanent Resident means a person who resides, lies, and pays taxes in a particular location that the person identifies as the person's "primary residence" for tax purposes.

Person means a corporation, firm, other body corporate, partnership, association or individual, includes a property management company, includes an executor, administrator, trustee, receiver or other representative appointed according to law and acting in a representative capacity, but does not include the United States of America, the state of New Mexico, any corporation, department, instrumentality or agency of the federal government or the state government, or any political subdivision of the state.

Rent means the consideration received by a vendor in money, credits, property or other consideration valued in money for lodgings subject to a lodgers' tax authorized in the Lodgers' Tax Act and/or the Civic and Convention Center Funding Act.

Taxable premises means a hotel, [~~apartment, apartment hotel, apartment house, condominium, town home, casita, time-share and fractional-share lodge, lodging house, rooming house, motor hotel, bed and breakfast, guest house, guest ranch, ranch resort, guest resort, mobile home, motor court, auto court, auto camp, trailer court, trailer camp, trailer park, tourist camp, cabin, short-term rental unit~~] motel, or other premises for lodging that is not the vendee's household or primary residence.

Tourist means a person who travels for the purpose of business, pleasure or culture to the city of Santa Fe.

Tourist-related events means events that are planned for, promoted to and attended by tourists.

Tourist-related facilities and attractions means facilities and attractions that are intended to be used by or visited by tourists.

Tourist-related transportation systems means transportation systems that provide transportation for tourists to and from tourist-related facilities, attractions and events.

Vendee means a natural person to whom lodgings are furnished in the exercise of the taxable service of lodging.

Vendor means a person furnishing lodgings in the exercise of the taxable service of lodging.

Section 2. Section 18-11.6 of SFCC 1987 (being Ord. No. 1992-27, § 6, as amended) is amended to read:

18-11.6 - Registration.

A. No vendor shall engage in the business of providing lodging in the city of Santa Fe who has first not obtained a business registration as provided in this subsection[~~;~~].

B. Applicants for a vendor's business registration shall submit an application to the [~~accounts receivable unit~~] business licensing and registration office stating the following information:

(1) The name of the vendor, including identification of any person, as defined in this section, who owns or operates or both owns and operates a place of lodging and the name or trade names under which the vendor proposes to do business and the post office address thereof;

(2) A description of the facilities, including the physical address(es), the number of rooms, and the usual schedule of rates;

(3) A description of other facilities provided by the vendor or others to users

of the lodgings, such as restaurant, bar, cleaning, laundry, courtesy car, stenographer, tailor or others, and a statement identifying the license/registration issued, to whom issued, the authority issuing, and the period for which issued. If applicable, the description shall also include the identification number provided by the taxation and revenue department of the state of New Mexico;

(4) The nature of the business practices of the vendor and to what extent, if any, [~~his~~] the business is exempt from the lodgers' tax;

(5) State of New Mexico gross receipts tax number (C.R.S. ID #); and

(6) Other information reasonably necessary to effect a determination of eligibility for such license[~~;~~].

C. The [~~accounts receivable unit~~] business licensing and registration office shall review applications for registration within ten (10) days of receipt thereof, and grant the registration in due course if the applicant is doing business subject to the lodgers' tax[~~;~~].

D. An applicant who is dissatisfied with the decision of the [~~accounts receivable unit~~] business licensing and registration office may appeal the decision to the city manager by written notice to the city clerk of such appeal to be made within fifteen (15) days of the date of the decision of the [~~accounts receivable unit~~] business licensing and registration office on the application. The matter shall be referred to the city manager for hearing in the usual course of business. The decision of the city manager shall be expressed in writing and be communicated in the same manner as the decision of the [~~accounts receivable unit~~] business licensing and registration office is transmitted. The action of the city manager shall be deemed final[~~;~~].

E. If the city manager finds for the applicant, the [~~accounts receivable unit~~] business licensing and registration office shall issue the registration or other notice conforming to the decision made by the city manager.

Section 3. Section 18-11.8 of SFCC 1987 (being Ord. No. 1992-27, § 7, as

amended) is amended to read:

18-11.8 Exemptions.

Neither [~~T~~]the occupancy tax nor the convention center fee shall [~~not~~] apply to any portion of the gross taxable rent under the following circumstances:

A. If a vendee:

(1) Has been a permanent resident of the taxable premises for a period of at least thirty (30) consecutive days [~~as evidenced by a lease or other long-term lodging documentation~~]; or

(2) Enters into or has entered into a written agreement for lodgings at the taxable premises for a period of at least thirty (30) consecutive days;

B. If the rent paid by the vendee is less than two dollars ($2.00) a day;

C. To lodging accommodations at institutions of the federal government, the state, or any political subdivision thereof;

D. To lodging accommodations at religious, charitable, educational, or philanthropic institutions, including [~~without limitation such~~] accommodations at summer camps operated by such institutions;

E. To clinics, hospitals, or other medical facilities; or

F. To privately-owned and operated convalescent homes, or homes for the aged, infirm, indigent, or chronically ill[~~;~~].

[~~G. If the vendor does not offer at least three (3) rooms within or attached to a taxable premises for lodging, or at least three (3) other premises providing lodging facilities regardless of the number of rooms available at each taxable premises or a combination of these within the city.~~]

Section 4. Section 18-11.17 of SFCC 1987 (being Ord. No. 1992-27, § 16, as amended) is amended to read:

18-11.17 Use of lodger[']s' tax monies.

A. The proceeds of the occupancy tax [~~and convention center fee~~] shall be used to defray costs as follows:

[~~A.~~]1. Not less than one-half (½) of the proceeds derived from the first three percent (3%) increments and not less than one-fourth (¼) of the proceeds of the tax in excess of three percent (3%) increments shall be used for the purpose of advertising, publicizing and promoting tourist-related attractions, facilities and events;

[~~B.~~]2. Proceeds of the fourth one percent (1%) increment of the tax not otherwise allocated by subsection 18-11.17A SFCC 1987 shall be used by the city for advertising, publicizing, promoting of tourist-related attractions, facilities and events, specifically as they relate to nonprofit art activities, and nonprofit performing arts in Santa Fe less administration costs. The funds shall be administered by the arts commission as created in Section 6-1 SFCC 1987, or its successor.

[~~C.~~]3. After July 1, 1996, funds collected for use under paragraph A, herein, and at least one-fourth (¼) of funds collected for use under paragraph B, herein, must be spent within two (2) years of the close of the fiscal year collected.

[~~D.~~]4. The proceeds in excess of the amount required by paragraph A, herein, or allocated by the city, pursuant to paragraph B, herein, to be used for advertising, publicizing and promoting tourist-related attractions, facilities and events may be used for:

[~~(1)~~]a. Collecting and administering the tax;

[~~(2)~~]b. Audits;

[~~(3)~~]c. Establishing, operating, purchasing, constructing, otherwise acquiring, reconstructing, extending, improving, equipping, furnishing or acquiring real property or any interest in real property for the site or grounds for tourist-related facilities or attractions or transportation systems of the

municipality or the county in which the municipality is located;

[~~(4)~~]d. Advertising, publicizing and promoting tourist-related attractions, facilities and events of the municipality or county and tourist facilities or attractions within the area;

[~~(5)~~]e. Providing police and fire protection and sanitation service for tourist-related events, facilities and attractions located in the respective municipality or county;

[~~(6)~~]f. Principal and interest of revenue bonds issued as authorized by Section 3-38-23 or 3-38-24 NMSA 1978; or

[~~(7)~~]g. Any combination of the foregoing purposes or transactions stated in this section, but for no other municipal or county purpose.

[~~E.~~]5. Proceeds of the fifth one percent (1%) increment of the tax shall be used by the city for establishing, operating, purchasing, constructing, otherwise acquiring, reconstructing, extending, improving, equipping, furnishing or acquiring real property or any interest in real property for the site or grounds for a new convention center, major reconstruction or addition to the current convention center, or adjoining parking facilities. These funds may be used for construction of other tourism related facilities as limited by state law. Authorized uses may also be the payment of principal and interest in connection with and any other charges pertaining to revenue bonds issued for any of the above purposes. At the end of each four (4) years from the date of the enactment of this fifth one percent (1%) increment, the occupancy tax advisory board (OTAB) shall review and assess this section, determine the status of the authorized uses as stated in this subparagraph [~~F~~]5, and make a recommendation to the governing body if the tax shall continue to be accrued for these purposes or if the tax and accumulated proceeds shall be applied to any other use as authorized in other subsections of this

section for lodgers' tax. The governing body shall make the final determination through an amended ordinance if the use is to be changed. If no action is taken, the ordinance for the fifth one percent (1%) increment shall continue as stated.

6. Proceeds from the occupancy tax that are collected based on the thirty-first (31st) and subsequent days during which a vendee rents lodgings in taxable premises shall be dedicated to the affordable housing trust fund.

[~~F.~~]B. The [~~P~~]proceeds of the [~~sixth one percent (1%) and the seventh one percent (1%) increments of the tax (also referred to as a~~] convention center fee[~~)~~] may be used by the city for the following:

1. The design, construction, equipping, furnishing, landscaping, and other costs associated with the development of a civic and convention center and adjoining parking garage located within the city;

2. Payments of principal, interest, or prior redemption premiums due in connection with and any other charges pertaining to revenue bonds authorized by the Civic and Convention Center Fund Act, Sections 5-14-1 to 5-14-15 NMSA 1978, including payments into sinking fund or reserve fund required by the revenue bond ordinance;

3. Costs of collecting and otherwise administering the tax, provided that administration costs shall not be paid if there are current payments due pursuant to paragraph [~~F~~]B(2) of this subsection and that no more than ten percent (10%) of the revenue collected in any fiscal year shall be used to pay administration costs;

4. Operation costs of the civic and convention center and adjoining parking garage, provided that no such costs shall be paid if there are current payments due pursuant to paragraph [~~F~~]B(2) of this subsection; and

5. Payments into a capital reserve fund established for the future payment

for capital maintenance and improvements and equipment replacement costs of the civic and convention center and adjoining parking garage provided that:

a. No payments shall be made pursuant to this paragraph if there are current payments due pursuant to paragraph [~~F~~]B(2) of this subsection; and

b. At least once every five (5) years, the governing body shall compare the amount of money in the fund with the expected future expenditures from the fund and decide if the convention center fees may be reduced pursuant to paragraph [~~H~~]D of this section.

[~~G.~~]C. The [~~sixth one percent (1%) and the seventh one percent (1%) increments of the lodgers' tax (also referred to as a~~] convention center fee[~~)~~] shall be imposed only for the period necessary for payment of principal and interest on revenue bonds issued to accomplish the purpose for which the revenue is dedicated, but the period shall not exceed thirty (30) years from the date of the ordinance imposing the fee.

[~~H.~~]D. The governing body may decrease the rate of the convention center fee if the following are met:

(1) All required payments have been made pursuant to paragraph [~~F~~]B of this subsection and the required levels of and estimated payments from any reserve fund, sinking fund, or capital reserve fund can be sustained at a decreased rate;

(2) The decreased fee will not otherwise directly or indirectly impair outstanding revenue bonds issued under Section 5-14-13 NMSA 1978; and

(3) The local government division of the department of finance and administration of the state of New Mexico finds that the requirements of paragraphs [~~H~~]D(1) and (2) of this subsection have been satisfied and otherwise approves the fee decrease.

Section 5. Section 26-3.6 of SFCC 1987 (being Ord. No. 2007-23, § 9, as amended) is

amended to read:

26-3.6 Dedication.

The following shall be dedicated to the affordable housing trust fund.

A. Tierra Contenta:

(1) All payments received from the sale of property in Tierra Contenta that has been reserved for affordable housing as of the date of the passage of this ordinance;

(2) Thirty-five percent (35%) of all payments received from the sale of property in Tierra Contenta received after the date of the passage of this section; and

(3) All interest earned from the above.

B. All proceeds of loans that have been recorded against various affordable housing units through the capital improvements program funds—infrastructure loan funds.

C. Principal and interest payments made by the borrowers to the city for outstanding AHTF loans.

D. Proceeds from shared equity loans which are realized when a housing opportunity program home or Santa Fe homes program unit is sold on the open market.

E. All in-lieu-of contributions or fractional payments received from developers as an option to meet the Santa Fe Homes requirements.

F. All in-lieu-of contributions received from developers of qualifying residential projects within the Midtown LINC overlay district, as defined in Section 14-5.5(D) SFCC 1987, [~~shall be applied~~] but only applied within the following locations:

(1) The Midtown LINC overlay district;

(2) Qualified [~~C~~]census tracts (as defined by the United States [~~D~~]department of [~~H~~]housing and [~~U~~]urban [~~D~~]development) adjacent to the boundaries of the Midtown LINC overlay district; or

(3) Existing residential developments adjacent to the boundaries of the

Midtown LINC overlay district.

G. Proceeds from the occupancy tax that are collected based on the thirty-first (31st) and subsequent days a vendee rents lodgings in taxable premises shall be dedicated to the affordable housing trust fund pursuant to Subsection 18-11.17(A)(6) SFCC 1987.

[~~G~~] H. Other funds that may be identified from time to time [~~which~~] that are suitable and appropriate for allocation to the AHTF. These may include on-going, dedicated funding sources as well as one-time funding that is specifically approved by the governing body.

Section 6. Editor's Note: SFCC 1987 is hereby amended to strike all references to "lodger's tax" and "lodgers tax" and insert in lieu thereof "lodgers' tax".

Section 7. Effective Date. This ordinance shall take effect on the first day of the first month following adoption by the governing body.

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

FIR No. 3311

FISCAL IMPACT REPORT

General Information:

(Check) Bill: X Resolution: _____

Short Title(s): Lodgers' Tax Amendments

Sponsor(s): Mayor Webber

Reviewing Department(s): Finance Department, TOURISM Santa Fe

Staff Completing FIR: Brad Fluetsch/Randy Randall Date: _____ Phone: 955-6885/955-6209

Reviewed by City Attorney: _____ Date: Mar 30, 2021

Reviewed by Finance Director: _____ Date: Mar 29, 2021

Summary:

The proposed Bill updates the City's Lodgers' Tax ordinance to be consistent with, and take advantage of, several changes made by the State of New Mexico to the State's Lodgers' Tax Act. The sections that were updated in the State's Lodgers Tax Act, NMSA 1978, Section 3-38, relate to the City's Lodgers' Tax Ordinance, Section 18-11.8 – Exemptions and Section 18-11.17 – Use of Lodgers' Tax Monies.

Changes made to the State statute, Section 3-38-16, remove the automatic exemption for rental for over 30 consecutive days, or when evidenced by a written lease; and allow local governments to collect the Lodgers' Tax after thirty days, if the premises rented are not the vendee's household or primary residence. Proposed changes to the City's Code 18-11.8 Exemptions, Section A (referred to as Exemption A), would align the City's code with the changes authorized in State law by authorizing the application of lodgers' tax on non-permanent residents for stays in excess of 30 days. Previously, all stays greater than 30 days were exempt.

Additionally, changes made to the State statute, Section 3-38-21, allow the occupancy tax revenue from the 31st day and subsequent days to be used for any municipal purposes so long as the uses are stated in the ordinance imposing the tax. Proposed amendments to Section 18-11.17 would dedicate proceeds from the occupancy tax that are collected on the 31st day and subsequent days a vendee rents lodgings in a taxable premises to the affordable housing trust fund.

Changes made to the State statute, Section 3-38-16, remove an exemption from the local-option occupancy tax for short-term rentals (less than 30 days) with three rooms or fewer within or attached to a taxable premises for lodging or at least three other premises for lodging or a combination of these within the taxing jurisdiction. Proposed changes to the City's Code 18-11.8 – Exemptions, paragraph G (referred to as Exemption G) make the changes authorized by State statute by removing a the following language "If the vendor does not offer at least three (3) rooms within or attached to a taxable premises for lodging, or at least three (3) other premises providing lodging facilities regardless of the number of rooms available at each taxable premises or a combination of these within the city."

Departments Affected:

Land Use, Finance, Tourism, Arts and Culture and Affordable Housing.

Consequences of Not Enacting Legislation:

The City would forego a substantial new revenue source for the Tourism and Arts and Culture Departments and the City's ordinance would be inconsistent with New Mexico statutes.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
The changes in Section 5 of this Bill are identical to those made in Section 2 of Bill No. 2021-9, "Affordable Housing Dedication". Other changes included in the Bill are intended to City Code consistent with State statute.

Performance and Administrative Implications:
While there may be increased revenue, the elimination of Exemptions A and G in the City Code has the potential to add hundreds of new monthly lodgers' tax filers. Changes in Exemption A will require the lodgers' tax filing form to be amended to include the new class of revenue – lodgers' tax greater than 30 days has a different dedication than all other lodgers' tax revenues. The new dedication to the Affordable Housing Trust Fund will require an additional line item be added to the general ledger, and will increase the Cashiers' Office work load. The changes will also impact enforcement, regulation, and audit functions.

Changes in Exemption G will substantially increase the Finance Department's Treasury Division workload. In September 2020, there were 991 short-term rental permittees in Land Use's Energov System. Of those 991 permits, 708 had fewer than three rooms available for short-term rentals and therefore exempt from lodgers' tax. Under current City Code, those vendors are in compliance by filing an exemption form for the year. With the proposed changes, those vendors will be required to file monthly lodgers' tax forms, increasing the Treasury Division workload for processing the monthly tax payments. This will require a full-time FTE dedicated to processing nearly 1000 monthly tax filings as well as increasing the number of financial transactions. Changes in Exemption A may also increase the number of lodgers' tax filers, including non-traditional filers such as apartment owners, and other vendors that lease living units such as duplexes or triplexes to vendees whose permanent residence is elsewhere.

Fiscal Implications:
In general there will be a positive impact to the City by bringing more short-term rentals into the tax base, as the City can afford to expend more effort in enforcing the occupancy tax and the collateral gross receipts tax which the City does not manage or enforce. The magnitude of the increase in tax base is an only an estimate.

The proposed changes will expose more lodging units to the lodgers' tax by taxing temporary lodging after the current 30-day period. Additionally, the proposed changes removes restrictions on the use of the additional funds. Under current statute, use of the proceeds of the lodger's tax is restricted to tourist-related activities but the proposed changes would dedicate the additional proceeds to the Affordable Housing Trust Fund.

Fiscal Impact:
The changes to Exemption A may lead to an estimated $546,000 of additional lodgers' tax revenue per year. Of that, $546,000, revenue derived from the first 30 days, would be allocated per existing code to TOURISM Santa Fe and the Arts and Culture Department. In order to estimate the fiscal impact, Finance staff sampled AirBNB lodgers' tax returns for exemptions. AirBNB units were exempting roughly 20 percent of their pre-covid revenues, $400,000-S600,000 per month, depending on the month. The average sample was over $30,000 per month of exempted lodgers' tax revenue. AirBNB said the only exemption it used was the 30-day exemption.

AirBNB's exempted rental income would approximate $360,000 per year in increased lodgers' tax revenue collected by the City. AirBNB is lodging aggregator, but is estimated to represent half the market of short-term rental lodgers' tax payments. The $546,000 represents a conservative estimate of what would be collected by the City. This estimate does not include apartment rentals to non-permanent residents or improved compliance. The elimination of Exemption G may generate an estimated $30,000 of additional lodgers' tax per year. The proposed changes in Section 18-11.17 would allocate revenue derived from the 31st day and subsequent days to Affordable Housing Trust Fund. To oversee and manage these changes, an additional accounting FTE for the Treasury Division would have salary and benefits costs of $140,000. The net increase in revenue to the City is estimated at $436,000 for TOURISM Santa Fe, the Arts and Culture Department, and the Affordable Housing Trust Fund.

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 21	FYE 22	FYE 23	Require BAR (Y/N) Yes	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and	$ 35,000	$140,000	$140,000	Y	R	213/Lodgers Tax	
Benefits*							
$Capital Outlay	$	$	$				
Contractual/	$	$	$				
Professional Services							
Operating	$	$	$				$
Total:	$ 35,000	$140,000	$140,000				$305,000

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

Expenditure Narrative:
This legislation substantially increases the number of lodgers' tax returns that require monthly processing as well as additional transactions for the Cashiers' Office to process. This adds one FTE to whose primary responsibility is the administration of lodgers' tax.

Revenue

Revenue Type	FYE 21	FYE 22	FYE 23	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$150,000	$576,000	$625,000	R	213; 240
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$150,000	$576,000	$625,000		

Revenue Narrative:
The inclusion of rentals over 30 days may increase revenues annually. The estimated revenue increase above is based on an increase of 120,000 room nights annually at a rate of $65 per night. That is $7.8 million in previously untaxed revenue going to lodging vendors. The elimination of the number of rooms exemption may generate additional revenue, potentially $30,000 per year, but will assist greatly with the enforcement and collection of lodgers' tax. These changes to the City Code, in combination with the capabilities of the new ERP system, will enhance the City's enforcement capability by comparing who is filing the monthly lodgers' tax returns with who has business licenses and short-term rental permits.