



AGENDA

SPECIAL MEETING OF THE
PUBLIC WORKS AND UTILITIES
COMMITTEE
JUNE 07, 2021 5:00 PM
ATTEND VIRTUALLY

SPECIAL PROCEDURES FOR PUBLIC WORKS AND UTILITIES COMMITTEE MEETING

Attendance: In response to the State's declaration of a Public Health Emergency, the Mayor's Proclamation of Emergency, and the ban on public gatherings in excess of those permitted in the current Public Health Order, and the need to incorporate technology and practices to re-institute in-person meetings consistent with the limitations established by the Order, the Public Works and Utilities Committee meeting will be conducted virtually.

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

Internet: To join the Zoom meeting on the internet using a computer, laptop, smartphone, or tablet, use the following link: <https://santafenm-gov.zoom.us/j/94204507763?pwd=WEJLNDFndFdIRWV2xsVDEwVjJOQT09>

Passcode: 974095

Attendees should use the "Raise Hand" function to be recognized by the Chair to speak at the appropriate time.

Phone: To join the Zoom meeting using a phone, use the following phone numbers and Webinar ID: **US: 1 (346) 248-7799 - Webinar ID: 910 2307 0113 - Passcode: 974095**

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

The agenda and packet for the meeting will be posted at <https://santafe.primegov.com/public/portal>.

Public Comment: To provide live public comment during the Public Comment section, you must join the Zoom meeting by internet or phone, as follows:

Internet: To join the Zoom meeting on the internet using a computer, laptop, smartphone, or tablet, use the following link: <https://santafenm-gov.zoom.us/j/94204507763?pwd=WEJLNDFndFdIRWV2xsVDEwVjJOQT09>

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Attendees should use the "Raise Hand" function to be recognized by the Chairman to speak at the appropriate time.

Phone: To join the Zoom meeting using a phone, use the following phone numbers and Webinar ID: **US: 13462487799 -Webinar ID: 942 0450 7763 Passcode: 974095**

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

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **APPROVAL OF AGENDA**
4. **APPROVAL OF CONSENT AGENDA**
5. **APPROVAL OF MINUTES**
 - a. Approval of Minutes from the May 24, 2021 Public Works and Utilities Committee.
6. **PUBLIC COMMENT**
 - a. To provide a live comment you must join the Zoom meeting by internet or phone, please e-mail or call Jamie-Rae Diaz, Administrative Manager, Public Utilities, jdiaz@santafenm.gov, 955-4233 by 1 :00 p.m. the day of the meeting for the meeting link and/or call in number
7. **ACTION ITEMS: CONSENT**
 - a. Request for the Approval of Amendment # 13 to Service Contract 18-0552 Increasing Compensation for the Upcoming Fiscal Year by \$1,570,498.68 to a New Total of \$4,460,466.74 Including NMGRT for Security Services throughout City Facilities; Universal Protection Services, LP dba Allied Universal Security. (Sam Burnett, Public Works Property Maintenance Manager, jsburnett@santafenm.gov, 505-795-2491) **Committee Review:**



AGENDA

SPECIAL MEETING OF THE
PUBLIC WORKS AND UTILITIES
COMMITTEE
JUNE 07, 2021 5:00 PM
ATTEND VIRTUALLY

Public Works Committee: 06/7/2021
Governing Body: 06/9/2021

- b. Request for Approval of Award and Acceptance of Recurring Federal Planning Funding Section 112 (FHWA) and Section 5303 (FTA) Funds for: Santa Fe MPO Section 112 MOA between the NMDOT and the SFMPO Contract #3202718; Section 5303 Cooperative Agreement Between the NMDOT and the SFMPO Contract #3202718; Summary: Acceptance of Reoccurring Grant Awards to Support SFMPO Management. (Erick Aune, MPO Officer, ejaune@santafenm.gov 505-330-8483)

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

Committee Review:

Public Works Committee: 06/07/21
Governing Body: 06/09/21

- c. Request for Approval of a State Capital Outlay Grant Agreement for a Supportive Housing Facility Project 20-E2745 in the Amount of \$844,470 to Plan, Design, Construct and Renovate a Facility for Homeless and Below-Market Renters, Including Housing and Services in Santa Fe. (David A. Chapman, Grants Administrator, dachapman@santafenm.gov, 505-660-2619) 1) Request for Approval of a Budget Adjustment Resolution (BAR).

Committee Review:

Public Works and Utilities Committee: 06/7/2021
Governing Body: 06/9/2021

- d. Request for Approval of Amendment #3 to PSA #19-0234 with Carollo Engineers, Inc. to extend the term for one more year through June 30, 2022. (William Schneider, Water Resources Manager, wschneider@santafenm.gov, 955-4203)

Committee Review:

Public Works and Utilities Committee: 06/07/2021
Finance Committee: 06/21/2021
Governing Body: 06/30/2021

- e. Request for Approval of County Partnership in the San Juan Chama Return Flow Project. (Jesse Roach, Water Division Director,



AGENDA

SPECIAL MEETING OF THE
PUBLIC WORKS AND UTILITIES
COMMITTEE
JUNE 07, 2021 5:00 PM
ATTEND VIRTUALLY

jdroach@santafenm.gov, 955-4309; Marcos Martinez, Assistant City Attorney, mdmartinez@santafenm.gov, 955-6502)

Committee Review:

Public Works and Utilities Committee: 06/07/2021

Finance Committee: 06/21/2021

Governing Body: 06/30/2021

- f. Request for Approval of Sole Source procurement for Project Management, Application Support and Technical Support for 4 years with Mountain River Consulting Inc. in the total amount of \$1,422,000. (Nancy L Jimenez, Utility Billing Division Director, nljimenez@santafenm.gov, 505-955-4364)

Committee Review:

Public Works and Utilities Committee: 06/07/2021

Finance Committee: 06/21/2021

Governing Body: 06/30/2021

- g. Submit for Review US Department of Justice, Office of Justice Programs, Certifications and Assurances by the Chief Executive of the Applicant Government. (Andrew Padilla, Chief of Police Department, aapadilla@santafenm.gov, 955-5102) **Committee Review:**

Quality of Life Committee: 05/19/2021

Public Works and Utilities Committee: 06/07/2021

Governing Body: 06/09/2021

- h. Request for Approval of the Modification to Grant #1 and #2 to Contract 17-0519 to Redistribute Funding Levels within the Previously Approved Cost Elements in the Financial Plan, and Extend the Expiration Date from June 15, 2021 to June 15, 2022. (Porfirio Chavarria, Wildland Urban Interface Specialist: pnchavarria@santafenm.gov, 995-3119)

Committee Review:

Quality of Life Committee: 06/02/2021

Public Works and Utilities Committee: 06/07/2021

Governing Body: 06/09/2021

- i. CONSIDERATION OF RESOLUTION NO. 2021-___. (Councilor Cassutt)
A Resolution Notifying the County Clerk of the County of Santa Fe That the Regular Local Election to be Held on November 2, 2021, Shall Include Elections for One City Councilor From Each Council District and the Mayor



AGENDA

SPECIAL MEETING OF THE
PUBLIC WORKS AND UTILITIES
COMMITTEE
JUNE 07, 2021 5:00 PM
ATTEND VIRTUALLY

for the City of Santa Fe. (Kristine Bustos - Mihelcic, City Clerk: kmihelcic@santafenm.gov, 955-6846)

Committee Review:

Quality of Life Committee: 06/02/21

Public Works and Utilities Committee: 06/07/2021

Governing Body: 06/09/21

- j. Request for Approval of RFP #21/32/P the Total Amount of \$1,140,308 for utility bill prints, postage and insert information, for 4 years; Valli Information Systems Inc., DBA Postal Pros Southwest; (Nancy L Jimenez, Utility Billing Division Director, nljimenez@santafenm.gov, 505-955-4364)

Committee Review:

Public Works and Utilities Committee: 06/07/2021

Finance Committee: 06/21/2021

Governing Body: 06/30/2021

- k. Request for the Approval of Amendment #3 to the PSA with Vladimir Jones in the total amount of \$1,450,000 for Advertising Agency services for Tourism Santa Fe for FY22. (Randy Randall, Tourism SF Director: rrandall@santafenm.gov, 505-966-6209)

Committee Review:

Public Works and Utilities Committee: 06/07/2021

Finance Committee: 06/21/2021

Governing Body: 06/30/2021

8. **MATTERS FROM STAFF**
9. **MATTERS FROM THE COMMITTEE**
10. **MATTERS FROM THE CHAIR**
11. **NEXT MEETING: Monday, June 28, 2021**
12. **ADJOURN**

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



MINUTES

REGULAR MEETING OF
THE PUBLIC WORKS AND
UTILITIES COMMITTEE
MAY 24, 2021 AT 5:00 PM
VIRTUAL MEETING

1. **CALL TO ORDER**

Meeting started at 5:00pm

2. **ROLL CALL**

Members Present:

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

Members Excused:

Others Attending:

Jamie-Rae Diaz, Administrative Manager
Regina Wheeler, Public Works Department Director
Shannon Jones, Public Utilities Department Director
Jeff Norris, Legislative Liaison Assistant
Caryn Grosse, Attendee
Bill Schneider, Attendee
Melissa McDonald, Attendee
Robert Jorgensen, Attendee
Shirlene Sitton, Attendee
Jonathan Montoya, Attendee
Christine Chavez, Attendee
Javier Rosado, Attendee
Jamie Cassutt-Sanchez, Attendee
Mark Baca, Attendee
Kyra Ochoa, Attendee
Gino Rinaldi, Attendee

Facilitator Jason Mumm was in attendance.

Facilitator jybaca was in attendance.



MINUTES

REGULAR MEETING OF
THE PUBLIC WORKS AND
UTILITIES COMMITTEE
MAY 24, 2021 AT 5:00 PM
VIRTUAL MEETING

Facilitator Michael Rodriguez was in attendance.

3. APPROVAL OF AGENDA

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

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

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

Against: None

Abstain: None

4. APPROVAL OF CONSENT AGENDA

MOTION: Councilor Vigil Coppler moved, seconded by Councilor Abeyta, to approve the agenda as amended.

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

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

Against: None

Abstain: None

Councilor Garica pulled item A and F for discussion.

5. APPROVAL OF MINUTES

a. Approval of Minutes from the 5/11/2021 Public Works and Utilities Committee

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



MINUTES

REGULAR MEETING OF
THE PUBLIC WORKS AND
UTILITIES COMMITTEE
MAY 24, 2021 AT 5:00 PM
VIRTUAL MEETING

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

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

Against: None

Abstain: None

6. PUBLIC COMMENT

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

7. PRESENTATION

- a. Public Utilities Department Annual Update to Five Year Financial Plan. (Shannon Jones, Public Utilities Department Director, swjones@santafenm.gov, 955-4267)

8. ACTION ITEMS: CONSENT

- a. CONSIDERATION OF RESOLUTION NO. 2021-___. (Mayor Webber)
A Resolution Establishing an Operation Plan for Bicentennial Pool for the 2021 Season. (Regina Wheeler, Public Works Department Director: rawheeler@santafenm.gov, 955-6622; Gino Rinaldi, Acting Recreation Division Director: earinaldi@santafenm.gov, 955-4710)

Committee Review:

Introduced: 5/12/21

Finance Committee: 5/17/21

Public Works and Utilities Department: 5/24/21

Governing Body: 5/26/21

MOTION: Councilor Garcia moved, seconded by Councilor Vigil Coppler, to move the resolution forward with no recommendation.



MINUTES

REGULAR MEETING OF
THE PUBLIC WORKS AND
UTILITIES COMMITTEE
MAY 24, 2021 AT 5:00 PM
VIRTUAL MEETING

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

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

Against: None

Abstain: None

Approved unanimously to move forward with no recommendation to the 5.26.2021 Governing Body.

- b. Request for Approval of Memorandum of Agreement (MOA) with the City of Santa Fe and the United States Bureau of Reclamation (USBR) to support the ongoing water supply planning efforts specified in City Resolution 2019-56 (William Schneider, Water Resources Manager, whschneider@santafenm.gov, 955-4203)

Committee Review:

Public Works and Utilities Committee: 05/24/2021

Finance Committee: 06/01/2021

Governing Body: 06/09/2021

MOTION: Councilor Vigil Coppler moved, seconded by Councilor Abeyta, to approve the memorandum of agreement (MOA) as presented.

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

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

Against: None

Abstain: None

Approved on consent agenda to forward to 6.1.2021 Finance Committee

- c. Request for Approval of a Professional Services Contract with Hazen Engineering for technical services to support the 2100 water planning through June 20, 2024 in the amount of \$298,448 inclusive of NMGRT. (William Schneider, Water Resources Manager, whschneider@santafenm.gov, 955-4203 1. Request for



MINUTES

REGULAR MEETING OF
THE PUBLIC WORKS AND
UTILITIES COMMITTEE
MAY 24, 2021 AT 5:00 PM
VIRTUAL MEETING

Approval of a Budget Adjustment Resolution (BAR) to fund the Hazen Engineering Contract.

Committee Review:

Public Works and Utilities Committee: 05/24/2021

Finance Committee: 06/01/2021

Governing Body: 06/09/2021

MOTION: Councilor Vigil Coppler moved, seconded by Councilor Abeyta, to approve the professional services agreement (PSA) as presented.

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

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

Against: None

Abstain: None

- Approved on consent agenda to forward to 6.1.2021 Finance Committee
- d. Request for Approval of Amendment # 2 to Professional Services Agreement 19-0235 with Hazen to provide On Call Engineering Services for Capital Improvement and Priority Projects in the amount of \$500,000 exclusive of NMGR. (William Schneider, Water Resources Manager, whschneider@santafenm.gov, 955-4203) 1. Request for Approval of a Budget Adjustment Resolution (BAR) to the Hazen Contract for the term extension through June 30, 2022.

Committee Review:

Public Works and Utilities Committee: 05/24/2021

Finance Committee: 06/01/2021

Governing Body: 06/09/2021

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

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



MINUTES

REGULAR MEETING OF
THE PUBLIC WORKS AND
UTILITIES COMMITTEE
MAY 24, 2021 AT 5:00 PM
VIRTUAL MEETING

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

Against: None

Abstain: None

- Approved on consent agenda to forward to 6.1.2021 Finance Committee
- e. Request for Approval of Amendment # 5 to Alpha Southwest for Emergency Repairs for the WWMD and Water Division Source of Supply in the amount of \$211,015.63 for FY 2022 and extending the term through 6/30/22 (Jonathan Montoya, Source of Supply Operations Manager, jmmontoya@santafenm.gov, 955-4373; Efran Morales, WWMD III, emmorales@santafenm.gov, 955-4618)

Committee Review:

Public Works and Utilities Committee: 05/24/2021

Finance Committee: 06/01/2021

Governing Body: 06/09/2021

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

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

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

Against: None

Abstain: None

- Approved on consent agenda to forward to 6.1.2021 Finance Committee
- f. Approval of Professional Services Agreement with the Kiwanis Club of Santa Fe in the Amount of \$60,000 Per Year, with a Total Compensation Not to Exceed \$240,000 (Inclusive of NMGRT) Over the Four Year Term, to Plan Promote and Execute the City's Independence Day Celebration. (Melissa McDonald, Acting Parks Division Director: mamcdonald@santafenm.gov, 505-303-9502)



MINUTES

REGULAR MEETING OF
THE PUBLIC WORKS AND
UTILITIES COMMITTEE
MAY 24, 2021 AT 5:00 PM
VIRTUAL MEETING

COMMITTEE REVIEW:

Public Works and Utilities Committee: 05/24/2021

Governing Body: 05/26/2021

MOTION: Councilor Garcia moved, seconded by Councilor Abeyta, to approve the professional services agreement (PSA) as presented.

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

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

Against: None

Abstain: None

Approved unanimously to forward to 5.26.2021 Governing Body.

Councilor Vigil Coppler asked to be excused for the remainder of the meeting.

- g. Request for Approval of Service Agreement in the Total Amount of \$334,873.00 for Roof, HVAC and Employee Parking Security Measures. (Pluma, LLC); (Caryn Grosse, Facilities Project Administrator, clgrosse@santafenm.gov, 955-5938)

Committee Review:

Public Works and Utilities Committee: 5/24/2021

Finance Committee: 6/1/2021

Governing Body: 6/9/2021

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

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

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

Against: None



MINUTES

REGULAR MEETING OF
THE PUBLIC WORKS AND
UTILITIES COMMITTEE
MAY 24, 2021 AT 5:00 PM
VIRTUAL MEETING

Abstain: None

- Approved on consent agenda to forward to 6.1.2021 Finance Committee
- h. Request for Approval of Amendment # 3 to a Professional Services Agreement with Aecom Technical Services Inc. to provide On-Call Engineering Services for Capital Improvements Program (CIP) Projects in the amount of 542,188. (Robert Jorgensen, Engineer, rjorgensen@santafenm.gov, 955-4265)

Committee Review:

Public Works and Utilities Committee: 05/24/2021

Finance Committee: 06/01/2021

Governing Body: 06/09/2021

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

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

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

Against: None

Abstain: None

- Approved on consent agenda to forward to 6.1.2021 Finance Committee
9. **ACTION ITEMS: DISCUSSION**
10. **EXECUTIVE SESSION**
11. **MATTERS FROM STAFF**
12. **MATTERS FROM THE COMMITTEE**

Councilor Lindell request to be excused from June 7 meeting
Councilor Garcia had questions for Shannon on water line main break. Constituents should avoid using hot water it is recommended to flush the water with cold water.
Rivera asks to check with the 911 system to see if the notification is still operational to alert people of water line breaks



MINUTES

REGULAR MEETING OF
THE PUBLIC WORKS AND
UTILITIES COMMITTEE
MAY 24, 2021 AT 5:00 PM
VIRTUAL MEETING

13. **MATTERS FROM THE CHAIR**
14. **NEXT MEETING:**
15. **ADJOURN**

Liaison

Chair



City of Santa Fe, New Mexico

Memorandum



DATE: April 26, 2021

TO: Governing Body

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

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

ITEM AND ISSUE:

Request for the Approval of Amendment #13 to Service Contract 18-0552 increasing compensation for the upcoming fiscal year by \$1,570,498.68 to a new total of \$4,460,466.74 including NMGRS for Security Services throughout City Facilities; Universal Protection Services, LP dba Allied Universal Security; Sam Burnett, Public Works Property Maintenance Manager, jsburnett@santafenm.gov, 505-795-2491)

BACKGROUND AND SUMMARY:

Allied Security was selected via Request for Proposal (RFP) #18/35/P in 2018. The 2021-2022 Fiscal Year is the final year in the four (4) years the City is allowed to maintain a contract. In the spring of 2022 Staff will begin the process of creating a new security contract that will include issuing a new Request for Proposals for Security Services or contracting with a vendor that maintains a New Mexico State Price Agreement.

Allied Security provides security services for a variety of City facilities. These facilities currently include the Genoveva Chavez Community Center, La Farge Library, Main Library, South-side Library, Midtown Campus, Municipal Courts, Municipal Courts at Pete's Place, Pete's Place Shelter, Santa Fe Regional Airport, the Railyard, the Plaza, Santa Fe Trails and a mobile unit that patrols City Parking Facilities.

Over the last three years Allied has demonstrated both the capacity to meet the City's needs and a high quality of service making them an ideal security partner for the City. The Allied Account Manager works closely with City Staff at each site to tailor services to meet the specific demands of each location throughout the City. This level of coordination coupled with time on the ground over a three year period has allowed Allied to develop a high level of knowledge and expertise regarding City properties and their specific security needs.

The totals for each site are a 'Not To Exceed Amount' and actual costs will be based on actual services provided as arranged by City staff. The estimated annual cost of security services at each facility is shown on the attached spreadsheet, Exhibit A. The City's Property Maintenance Manager will help to ensure payments are made on time and assist in managing the allotted Unanticipated Cost Over-Run allowance as needed.

Amendment #13 to this contract increases compensation to Allied to cover the anticipated security costs for the 2021-2022 Fiscal Year.

A breakdown of the services provided by location and associated fees is included as an attachment to this document. Below is a summary of all of the amendments made to this contract.

Amendment History:

Amendment #1:

1. Add 4 hours of professional security services at the LaFarge Library branch on Sundays.
\$4,320.56 plus applicable gross receipts taxes
2. Add 100 hours of event services at the Genoveva Chavez Community Center.\$1,928.00 plus applicable gross receipts taxes
3. Add professional security services to the Railyard Visitor Center seasonally Monday-Saturday during the months of April – October. \$27,454.72 plus applicable gross receipts taxes

Amendment #2:

1. Add Performance Requirements and Contract Liquidated Damages that were included in the RFB, but failed to be incorporated in the original contract.

Amendment #3:

1. Add professional security services to the Santa Fe University of Art and Design Campus.
\$56,020.48 plus applicable gross receipts taxes.

Amendment #4:

1. Add an additional 3,600 hours of level-1 security officer hours of coverage and 2,400 hours of level-3 security officer hours of coverage at the University of Art and Design campus.
\$145,876.64 plus applicable gross receipts taxes.

Amendment #5:

1. Add an additional 72-hours of level-3 security officer hours of coverage and 1,032 hours of level-1 security officer hours of coverage at the Santa Fe Regional Airport.\$21,821.06 plus applicable gross receipts taxes.

Amendment #6:

1. Eliminate the City Hall/Santa Fe Community Convention Center security post effective 15 February 2019 per a request by City Management.

Amendment #7:

1. Extend the City of Santa Fe's contract with Universal Protection Service LP dba Allied Universal Security Services through 30 June 2020.
2. Remove the Railyard Visitor Center location as requested by the Tourism Department.
3. Approved a billing rate increase of 2%.

Amendment #8:

1. Extend the City of Santa Fe's contract with Universal Protection Service LP dba Allied Universal Security Services through 30 June 2022.

Amendment #9:

1. Add security services at the Santa Fe Railyard, which will run from 8pm-4am 7 days per week.

Amendment #10:

1. Add mobile security services at select City Parks, 24 hours per day / 7 days per week.



City of Santa Fe, New Mexico



Memorandum

2. Add mobile security services at Pete's Place and the Salvation Army Shelter 16 hours per day / 7 days per week.

Amendment #11:

1. Added security services at the Santa Fe Plaza, seven days per week / twenty four hours per day.

Amendment #12:

2. Allowed for the Public Works Property Maintenance Manager to be authorized to adjust the sites, schedules, hours and guard levels to effectively manage the complex and diverse demands of security throughout the City.
3. Added \$60,000 to the not to exceed amount of the contract so that as the City identifies a security need and the funding for it, the security company can be deployed rapidly to meet the need.

Proposed Amendment #13:

1. Increases compensation to Allied by \$1,570,498.68 including NMGRT to cover the anticipated security costs for the 2021-2022 Fiscal Year.

PROCUREMENT METHOD:

The procurement method is RFB 18/35/P, which was issued and awarded in 2018 and expired on 6/30/2022.

CONTRACT NUMBER:

The unis contract number is 3201872

FUNDING SOURCE:

Fund Name/Number: Various

Munis Org Name/Number: Various

Munis Object Name/Number: Various

ACTION REQUESTED:

Please approve this contract amendment with Universal Protection Services, LP dba Allied Universal Security in the amount of \$1,570,498.68 including applicable New Mexico Gross Receipts Tax (8.4375%).

ATTACHMENTS:

Amendment #13

Original Contract

Amendments #1-#12

Exhibit A – Service/Cost Summary

Certificate of Insurance

Business License

Procurement checklist

Summary of Contracts

Allied Universal Security Summary of Services 2021 - 2022

Santa Fe Account Manager	Total Regular Hours (RH)	Total Overtime Hours (OH)	Total Holiday Hours (HH)	RH Annual Billing	OT/HH Annual Billing	Total Annual Cost	Site Manager	Object	Organization	Site Total
Level 3 Guard	2080	0	0	\$61,297.60	\$0.00	\$61,297.60	Sam Burnett	Various	Various	\$61,297.60
Schedule:	Flexible									
Hours Per Week:	40+									
										*Cost Per Site
										\$6,810.84
Genoveva Chavez Center	Total Regular Hours (RH)	Total Overtime Hours (OH)	Total Holiday Hours (HH)	RH Annual Billing	OT/HH Annual Billing	Total Annual Cost	Site Manager	Object	Organization	Site Total*
Level 1 Guard	2990	0	0	\$58,813.30	\$0.00	\$58,813.30	J Schilling	5500262	510310	\$65,624.14
Schedule:	Mon-Thurs 2:30pm-10:30pm (32)	Fri-Sat 12:00pm-8:30pm (17)	Sunday 10:00am-6:30pm (8.5)							
Hours Per Week:	57.5									
La Farge Library	Total Regular Hours (RH)	Total Overtime Hours (OH)	Total Holiday Hours (HH)	RH Annual Billing	OT/HH Annual Billing	Total Annual Cost	Site Manager	Object	Organization	Site Total
Level 2 Guard	3016	0	0	\$62,702.64	\$0.00	\$62,702.64	G Vigil	1000101	510310	\$64,972.92
Schedule:	Mon-Wed 10:00am-8:00pm (30)	Thur-Sat 10:00am-6:00pm (24)	Sunday 1:00pm-5:00pm (4)							
Hours Per Week:	58									
Weeks in Contract:	52									
Main Library	Total Regular Hours (RH)	Total Overtime Hours (OH)	Total Holiday Hours (HH)	RH Annual Billing	OT/HH Annual Billing	Total Annual Cost	Site Manager	Object	Organization	Site Total*
Level 2 Guard	3120	0	0	\$64,864.80	\$0.00	\$64,864.80	G Vigil	1000101	510310	\$67,135.08
Schedule:	Mon-Thurs 10:00am-8:00pm (40)	Fri-Sat 10:00am-6:00pm (24)	Sunday 1:00pm-5:00pm (4)							
Hours Per Week:	60									
Weeks in Contract:	52									
Southside Library	Total Regular Hours (RH)	Total Overtime Hours (OH)	Total Holiday Hours (HH)	RH Annual Billing	OT/HH Annual Billing	Total Annual Cost	Site Manager	Object	Organization	Site Total
Level 2 Guard	3120	0	0	\$64,864.80	\$0.00	\$64,864.80	G Vigil	1000101	510310	\$67,135.08
Schedule:	Mon-Thurs 10:00am-8:00pm (40)	Fri-Sat 10:00am-6:00pm (16)	Sunday 1:00pm-5:00pm (4)							
Hours Per Week:	60									
Weeks in Contract:	52									
Midtown Campus	Total Regular Hours (RH)	Total Overtime Hours (OH)	Total Holiday Hours (HH)	RH Annual Billing	OT/HH Annual Billing	Total Annual Cost	Site Manager	Object	Organization	Site Total*
Level 3 Guard	8624	0	112	\$199,300.64	\$3,883.04	\$203,183.68	Sam Burnett	5256175	510310	\$264,210.52
Vehicle						\$52,416.00				
HeliaUS Cellphone						\$1,800.00				
Schedule:	24 Hours/Day - 7 Days/Week (168)									
Hours Per Week:	168									
Weeks in Contract:	52									
Parking Division Mobile Patrol	Total Regular Hours (RH)	Total Overtime Hours (OH)	Total Holiday Hours (HH)	RH Annual Billing	OT/HH Annual Billing	Total Annual Cost	Site Manager	Object	Organization	Site Total*
Level 1 Mobile Guard	2156	0	28	\$42,408.52	\$854.00	\$43,262.52	M Knowles	5350456	510310	\$66,451.41
Vehicle						\$16,378.05				
Schedule:	9:30pm-1:30am - 7 Days/Week (4)									
Hours Per Week:	42									
Weeks in Contract:	52									
Municipal Court	Total Regular Hours (RH)	Total Overtime Hours (OH)	Total Holiday Hours (HH)	RH Annual Billing	OT/HH Annual Billing	Total Annual Cost	Site Manager	Object	Organization	Site Total*
Level 3 Guard	2080	325	0	\$48,068.80	\$11,267.75	\$59,336.55	J Baca	1002700	510310	\$66,147.39
Schedule:	Mon-Fri - 7:45am-5:00pm (9.25)									
Hours Per Week:	46.25									
Municipal Court - Pete's Place	Total Regular Hours (RH)	Total Overtime Hours (OH)	Total Holiday Hours (HH)	RH Annual Billing	OT/HH Annual Billing	Total Annual Cost	Site Manager	Object	Organization	Site Total
Level 3 Guard	0	72	0	\$0.00	\$2,496.24	\$2,496.24	J Baca	1002700	510310	\$2,496.24
Schedule:	2nd Fri - 1:00pm-3:00pm (2X3 (6))									
Hours Per Week:	6									
Weeks in Contract:	52									
Santa Fe Regional Airport	Total Regular Hours (RH)	Total Overtime Hours (OH)	Total Holiday Hours (HH)	RH Annual Billing	OT/HH Annual Billing	Total Annual Cost	Site Manager	Object	Organization	Site Total*
Level 1 Guard	3423	0	35	\$67,330.41	\$1,067.50	\$68,397.91	B Huseman	5456050	510310	\$198,356.67
Schedule:	7:00pm-12:00am - 7 Days/Week (5)									
Hours Per Week:	66.5									
Level 3 Guard	5176.5	0	101.5	\$119,628.92	\$3,519.01	\$123,147.92	B Huseman	5456050	510310	\$179,442.20
Schedule:	4:30am-7:00pm - 7 Days/Week (14.5)									
Hours Per Week:	101.5									
Weeks in Contract:	52									
Santa Fe Trails	Total Regular Hours (RH)	Total Overtime Hours (OH)	Total Holiday Hours (HH)	RH Annual Billing	OT/HH Annual Billing	Total Annual Cost	Site Manager	Object	Organization	Site Total*
Level 1 Guard	1040	0	0	\$20,456.80	\$0.00	\$20,456.80	V Montgomery	5400091	510310	\$27,267.64
Schedule:	Mon-Fri 5:30am-9:30am (4)									
Hours Per Week:	20									
Weeks in Contract:	52									
Railyard	Total Regular Hours (RH)	Total Overtime Hours (OH)	Total Holiday Hours (HH)	RH Annual Billing	OT/HH Annual Billing	Total Annual Cost	Site Manager	Object	Organization	Site Total*
Level 3 Guard	5712	0	112	\$132,004.32	\$3,883.04	\$135,887.36	Sam Burnett	5156001	510310	\$179,442.20
Vehicle						\$34,944.00				
HeliaUS Cellphone						\$1,800.00				
Schedule:	8:00pm-4:00am - 7 Days/Week (8)									
Hours Per Week:	112									
Weeks in Contract:	52									
Santa Fe Plaza Parks Division	Total Regular Hours (RH)	Total Overtime Hours (OH)	Total Holiday Hours (HH)	RH Annual Billing	OT/HH Annual Billing	Total Annual Cost	Site Manager	Object	Organization	Site Total*
Level 3 Guard	8624	0	112	\$254,149.28	\$3,883.04	\$258,032.32	Sam Burnett	1001001	510310	\$319,059.16
Vehicle						\$52,416.00				
HeliaUS Cellphone						\$1,800.00				
Schedule:	24hrs - 7 Days/Week (8)									
Hours Per Week:	168									
Weeks in Contract:	52									
Contract Sub-Total:						\$1,388,298.49				
Unforeseen Cost Over Runs:						\$60,000.00				
Contract Sub-Total w/ Cost Over Runs:						\$1,448,298.49				
NMGR (8.4375%):						\$122,200.19				
Contract Total w/ NMGR:						\$1,570,498.68				

* Indicates that the Account Managers Fees is included in the Site Total

**CITY OF SANTA FE
AMENDMENT No. 13 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM# 18-0552**

AMENDMENT No. 13 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 11, 2018 the "Agreement"), between the City of Santa Fe (the "City") and Universal Protection Service, LP d/b/a Allied Universal Security Services (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 professional security services for the City of Santa Fe.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of one million, five-hundred and seventy-thousand, four-hundred and ninety-eight dollars and sixty-eight cents (\$1,570,498.68), including applicable gross receipts taxes and as described in Exhibit "B" 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 four-million, six-hundred and seven-seven-thousand, four-hundred and eighty-three dollars and sixty-one cents (\$4,677,483.61), including applicable gross receipts taxes. Payment

shall be made for services actually rendered at a rate identified:

Item	Hourly Rate	Holiday Rate
SF University of Art and Design Patrol Vehicle	\$ 6.00	\$ 6.00
Patrol Vehicle	\$ 6.81	\$ 6.81
Level 1 Security Officer	\$ 19.67	\$ 29.50
Level 2 Security Officer	\$ 20.79	\$ 31.18
Level 3 Security Officer	\$ 23.69	\$ 34.67
Account Manager	\$ 29.47	\$ 44.21

An additional sum of sixty thousand dollars (\$60,000.00) is included and shall be encumbered in the event that additional security service is required for emergencies, holidays, or special events.

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 the Contractor, whichever occurs last, and shall terminate on June 30, 2022 unless sooner pursuant to Article 6 below.

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.

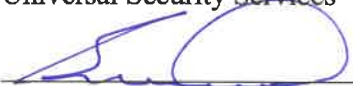
IN WITNESS WHEREOF, the parties have executed this Amendment No. 13 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

CONTRACTOR:


Universal Protection Service, LP d/b/a Allied
Universal Security Services

ALAN WEBBER, MAYOR



NAME

Date: _____



TITLE
Date: 5/10/24

ATTEST:

CRS #: 03-282745-00-08
Business License: 20-110418

KRISTINE BUSTOS-MIHELICIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (May 10, 2021 08:08 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED AS TO BUDGET:

MARY MCCOY, FINANCE DIRECTOR

Business Unit/Line Item: VAROUS

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 Universal Protection Service, LP d/b/a Allied Universal Security Services (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 scope of services as defined in Exhibit A.

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that it possesses the personnel 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 five hundred fifty six thousand five hundred forty six dollars and seventy six cents (\$556,546.76), plus applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate identified:

Account Manager

Hourly Rate: \$26.26

Total for 2,000 Regular Hours: \$52,520.00

Hourly Rate for Holiday Hours: \$39.39

Total for 0 Holiday Hours: \$0.00

Total for Regular and Holiday Hours: \$52,520.00

Mobile Patrol (inclusive of vehicle costs)

Hourly Rate: \$29.97

Total for 1,420 Regular Hours: \$42,561.31

Hourly Rate for Holiday Hours: \$44.96

Total for 32 Holiday Hours: \$1,438.69

Total for Regular and Holiday Hours: \$44,000.00

Main Library

Hourly Rate: \$20.38

Total for 3,026 Regular Hours: \$61,679.79

Hourly Rate for Holiday Hours: \$30.57

Total for 0 Holiday Hours: \$0.00

Total for Regular and Holiday Hours: \$61,679.79

LaFarge Library

Hourly Rate: \$20.38

Total for 2,714 Regular Hours: \$55,320.21

Hourly Rate for Holiday Hours: \$30.57

Total for 0 Holiday Hours: \$0.00

Total for Regular and Holiday Hours: \$55,320.21

Southside Library

Hourly Rate: \$20.38

Total for 2,875 Regular Hours: \$58,592.50

Hourly Rate for Holiday Hours: \$30.57

Total for 0 Holiday Hours: \$0.00

Total for Regular and Holiday Hours: \$58,592.50

City Hall / SFCCC

Hourly Rate: \$19.28

Total for 2,000 Regular Hours: \$38,560.00

Hourly Rate for Holiday Hours: \$28.92

Total for 0 Holiday Hours: \$0.00

Total for Regular and Holiday Hours: \$38,560.00

Municipal Court

Hourly Rate: \$22.66

Total for 2,337 Regular Hours: \$52,956.42

Hourly Rate for Holiday Hours: \$33.99

Total for 0 Holiday Hours: \$0.00

Total for Regular and Holiday Hours: \$52,956.42

Santa Fe Trails

Hourly Rate: \$19.28

Total for 1,000 Regular Hours: \$19,280.00

Hourly Rate for Holiday Hours: \$28.92

Total for 0 Holiday Hours: \$0.00

Total for Regular and Holiday Hours: \$19,280.00

Santa Fe Regional Airport

Hourly Rate: \$22.66

Total for 4,970 Regular Hours: \$112,620.20

Hourly Rate for Holiday Hours: \$33.99

Total for 140 Holiday Hours: \$4,758.60

Total for Regular and Holiday Hours: \$117,378.80

Genoveva Chavez Community Center

Hourly Rate: \$19.28

Total for 2,918 Regular Hours: \$56,259.04

Hourly Rate for Holiday Hours: \$28.92

Total for 0 Holiday Hours: \$0.00

Total for Regular and Holiday Hours: \$56,259.04

An additional sum of twenty five thousand dollars (\$25,000.00) is encumbered in the event that additional security service is required for emergencies, holidays, or special events.

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 June 30, 2019 unless sooner pursuant to Article 6 below. The term of this Agreement may be extended on all the same terms and conditions except "Compensation" Section 3 for additional period(s) of one (1) year each, not to exceed four (4) years, by a written amendment and mutual agreement of the parties on the Compensation to be effective during each one (1)-year renewal period .

6. TERMINATION

A. This Agreement may be terminated by the City and the Contractor upon 60 days written notice by the terminating party to the non-terminating party.

(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 included as an additional insured to the extent of the Contractor's indemnification obligations under this Agreement and up to the required insurance coverage amount, 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 to the extent caused by Contractor's willful, negligent, or reckless performance under this Agreement as well as by the willful, negligent, or reckless performance of Contractor's employees, agents, representatives and subcontractors. Under no circumstances will either party be liable to the other party, or any other person or entity, for consequential, incidental, indirect or punitive damages, or for lost profits.

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:
200 Lincoln Ave.
Santa Fe, NM, 87501

Contractor:
Allied Universal
Eight Tower Bridge, Suite 600
161 Washington Street
Conshohocken, PA 19428
ATTN: General Counsel

23. FORCE MAJEURE

Contractor shall not be responsible for additional expenses and costs incurred by it or the City to provide Services pursuant to this Agreement as a result of unusual circumstances including, but not limited to, strikes, riots, revolutions, wars, military actions, fires, floods, droughts, natural disasters, pandemics, active shooter events,

snow storms, blizzards or other inclement weather, accidents, insurrections, lockouts or other acts of God, perils of the sea, stoppage of labor, or other events considered as "Force Majeure", or by any other unavoidable cause beyond Contractor's reasonable control. All such additional expenses shall be the responsibility of the City as an additional charge invoiced and paid by the City as it is incurred, pursuant to the terms of the Billing section of this Agreement. Additionally, to the extent that Contractor is unable to perform, or is delayed in performing, the Services due to a Force Majeure event, such nonperformance or delayed performance is not a breach of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF SANTA FE:

CONTRACTOR:

UNIVERSAL PROTECTION SERVICE,
LP/DBA ALLIED UNIVERSAL
SECURITY SERVICES


ALAN WEBBER, MAYOR

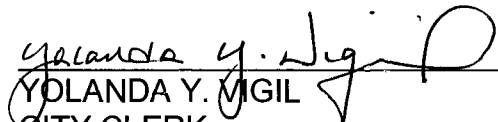
See attached
NAME, TITLE

DATE: June 11, 2018

DATE: _____

CRS# 03-282745-00-8
City of Santa Fe Business
Registration # 18-00110418


ATTEST:


YOLANDA Y. MIGIL
CITY CLERK
cc mtg. 5/31/18

APPROVED AS TO FORM:


GENO ZAMORA, INTERIM CITY ATTORNEY

APPROVED:

 6/5/18
KENT DEYOUNG, INTERIM FINANCE DIRECTOR
BRAD FLETSCH, CFA

Business Unit Line Item

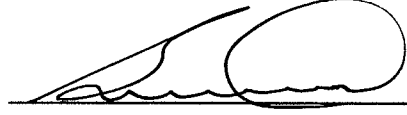
The funding sources effected by this amendment are as follows: Mobile Patrol (\$53,573.22 from 52155.510310); Libraries (\$132,729.85 from 12100.510310, \$69,260.16 from 22774.510310, and \$5,591.59 from 52102.510310); City Hall / SFCCC (\$15,908.41 from each of 52102.510310, 22210.510310 and 52155.510310); Municipal Court (\$63,201.37 from 12002.510310); Transit (\$26,999.22 from 52401.510310); Airport (\$132,455.43 from 52800.510310); GCCC (\$66,751.69 from 52701.510310).

CITY OF SANTA FE:

CONTRACTOR:

UNIVERSAL PROTECTION SERVICE,
LP/DBA ALLIED UNIVERSAL
SECURITY SERVICES

MAYOR



NAME, TITLE *President*

DATE: _____

DATE: 5/29/18

CRS# 03-282745-00-8
City of Santa Fe Business
Registration # 18-00110418

ATTEST:

YOLANDA Y. VIGIL
CITY CLERK

APPROVED AS TO FORM:

 5/2
GENO ZAMORA, INTERIM CITY ATTORNEY

APPROVED:

, FINANCE DIRECTOR

Business Unit Line Item

The funding sources effected by this amendment are as follows: Mobile Patrol (\$53,573.22 from 52155.510310); Libraries (\$132,729.85 from 12100.510310, \$69,260.16 from 22774.510310, and \$5,591.59 from 52102.510310); City Hall / SFCCC (\$15,908.41 from each of 52102.510310, 22210.510310 and 52155.510310); Municipal Court (\$63,201.37 from 12002.510310); Transit (\$26,999.22 from 52401.510310); Airport (\$132,455.43 from 52800.510310); GCCC (\$66,751.69 from 52701.510310).

**CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM# 18-0552**

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 11, 2018 (the "Agreement"), between the City of Santa Fe (the "City") and Universal Protection Service, LP d/b/a Allied Universal Security Services. (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 professional security services for the City of Santa Fe.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES

Article 1 of the Agreement, as described in Exhibit A, is amended to add professional security services for the Tourism Santa Fe Railyard Visitor Center, additional hours of coverage at La Farge Library, and additional hours of coverage at the Genoveva Chavez Community Center, so that Article 1 reads as follows:

A. The Contractor shall provide scope of services as defined in Exhibit A.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of thirty-three thousand seven hundred three dollars and twenty-eight cents

(\$33,703.28), plus applicable gross receipts taxes, so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed five hundred ninety thousand two hundred fifty dollars and four cents (\$590,250.04), plus applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate identified:

Account Manager

Hourly Rate: \$26.26

Total for 2,000 Regular Hours: \$52,520.00

Hourly Rate for Holiday Hours: \$39.39

Total for 0 Holiday Hours: \$0.00

Total for Regular and Holiday Hours: \$52,520.00

Mobile Patrol (inclusive of vehicle costs)

Hourly Rate: \$29.97

Total for 1,420 Regular Hours: \$42,561.31

Hourly Rate for Holiday Hours: \$44.96

Total for 32 Holiday Hours: \$1,438.69

Total for Regular and Holiday Hours: \$44,000.00

Main Library

Hourly Rate: \$20.38

Total for 3,026 Regular Hours: \$61,679.79

Hourly Rate for Holiday Hours: \$30.57

Total for 0 Holiday Hours: \$0.00

Total for Regular and Holiday Hours: \$61,679.79

LaFarge Library

Hourly Rate: \$20.38

Total for 2,926 Regular Hours: \$59,640.77

Hourly Rate for Holiday Hours: \$30.57

Total for 0 Holiday Hours: \$0.00

Total for Regular and Holiday Hours: \$59,640.77

Southside Library

Hourly Rate: \$20.38

Total for 2,875 Regular Hours: \$58,592.50

Hourly Rate for Holiday Hours: \$30.57

Total for 0 Holiday Hours: \$0.00

Total for Regular and Holiday Hours: \$58,592.50

City Hall / SFCCC

Hourly Rate: \$19.28

Total for 2,000 Regular Hours: \$38,560.00

Hourly Rate for Holiday Hours: \$28.92

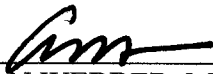
Total for 0 Holiday Hours: \$0.00

Total for Regular and Holiday Hours: \$38,560.00

Municipal Court

Hourly Rate: \$22.66

CITY OF SANTA FE:


ALAN WEBBER, MAYOR

Date: 11/29/18

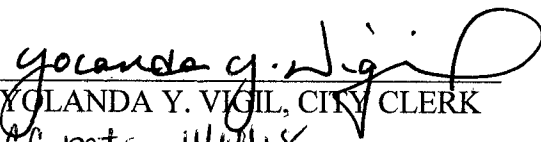
CONTRACTOR:

Universal Protection Service, LP d/b/a Allied
Universal Security Services



Date: 10/15/18

ATTEST:


YOLANDA Y. VIGIL, CITY CLERK
cc mtg. 11/14/18

CRS #: 03-282745-00-08

Business License: 18-00110418

APPROVED AS TO FORM:

 9/25
ERIN MCSHERRY, CITY ATTORNEY

APPROVED:


MARY MCCODY, FINANCE DIRECTOR

Business Unit/Line Item:

52155.510310; 12100.510310; 22774.510310; 52102.510310; 22210.5103100; 52155.510310;
12002.510310; 52401.510310; 52800.510310; 52701.510310; 52701.510310

ITEM # 18-1304

**CITY OF SANTA FE
AMENDMENT No. 2 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM# 18-0552**

AMENDMENT No. 2 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated May 31 2018 (the "Agreement"), between the City of Santa Fe (the "City") and Universal Protection Service, LP d/b/a Allied Universal Security Services. (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 professional security services for the City of Santa Fe.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. STANDARD OF PERFORMANCE; LICENSES

Article 2 of the Agreement is amended to add Paragraph C:

C. Performance Requirements and Contract Liquidated Damages

1) Certain levels of operation in accordance with the scope of services section, but not limited to, shall be met by the Contractor to ensure satisfactory service to the City and the public. It is the responsibility of the Contractor to provide the City of Santa Fe with appropriate management information reports that will enable the City to monitor all of the service levels. The Contractor shall maintain all records necessary for the City of Santa Fe to audit and substantiate compliance with all monitoring requirements.

- a. Each service level has a corresponding credit to City for non-compliance. All 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.
- b. 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 City's option to terminate this contract for failure to comply with service levels.
- c. The credits that are set forth reflect City's estimate of risks associated with non-compliance of the Scope of Services by the Contractor in each instance. Contractor agrees that City's estimates are fair and reasonable and are valid in light of the fact that exact damages are difficult, if not impossible, to quantify.
- d. The Contractor shall maintain sufficient staff and equipment to provide high level services within the requirements set forth by the Scope of Services. The following credits to the City for non-compliance have been established:
- i. **Data Accuracy**
The Contractor is required to maintain a 98% level of accuracy for each day's data collected from guard patrol monitoring system, guard post personnel assignment system, time card entries, payroll and incident reports. A credit of \$100 per day for each business day will be deducted from the Contractor's monthly charges for failure to meet these criteria.
 - ii. **Accountability**
In the event that any of the Contractor's monitoring Systems cannot provide

required reports, a credit of \$500 per week will be deducted from the Contractor's monthly charges for failure to meet this criterion.

iii. Systems' Availability

System availability is defined as the time during the principal hours of operation when the Contractor is providing services, including all subsystems, is available to the City of Santa Fe for monitoring purposes.

System availability shall be maintained at 98%, Monday through Friday at a minimum from 8:00 a.m. to 6:00 p.m. The Contractor shall make available access to all Contractor's monitoring systems from a City desktop computer for monitoring purposes. It is the Contractor's responsibility to ensure that this requirement is fully met at Contractor's expense. 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 Contractor.

In the event that an availability level of 98% is not achieved for any individual calendar month, a credit of \$250 for each month will be deducted from the Contractor's monthly charges.

iv. System Discontinuance and Backup

The Contractor shall agree to establish an ISDN backup connection within five (5) minutes of receipt of notification from the City that any data circuit is inoperable.

Failure to establish the system backup connection within the time limit stated above will result in a credit to the City of \$500 per working day of delay.

v. Operational Performance

The City expects the Contractor to ensure that the assigned guard to every Post arrives at their designated Post a few minutes ahead of their scheduled start time so that they can be ready to start their shift precisely at the required start time. When a Post is not manned by a security guard at the pre-established start time, a credit to the City will result as follows:

1. No guard at Post at the pre-established start of shift time, a credit of \$250 per occurrence will be deducted from the Contractor's monthly charges.
2. No guard at Post 15 minutes past the pre-established start of shift time, a credit of \$500 for each occurrence will be deducted from the Contractor's monthly charges.
3. No guard at Post 30 minutes past the pre-established start of shift time, a credit of \$750 per occurrence will be deducted from the Contractor's monthly charges.
4. No guard at Post 1 hour or more past the pre-established start of shift time, a credit of \$1,500 per occurrence will be deducted from the Contractor's monthly charges.

2. AGREEMENT IN FULL FORCE.

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


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:

CONTRACTOR:

Universal Protection Service, LP d/b/a Allied
Universal Security Services


ALAN WEBBER, MAYOR

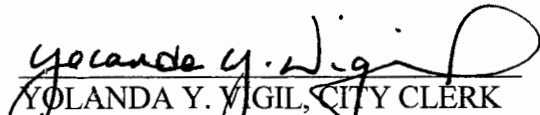


Date: 11/29/18

Date: 10/15/18

ATTEST:

CRS #: 03-282745-00-08
Business License: 18-00110418


YOLANDA Y. VIGIL, CITY CLERK
CC mtg. 11/14/18

APPROVED AS TO FORM:

 9/25
ERIN MCSHERRY, CITY ATTORNEY

APPROVED:


MARY MCCOY, FINANCE DIRECTOR

Business Unit/Line Item:

52155.510310; 12100.510310; 22774.510310; 52102.510310; 22210.5103100; 52155.510310;
12002.510310; 52401.510310; 52800.510310; 52701.510310; 52701.510310

**CITY OF SANTA FE
AMENDMENT No. 3 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM# 18-0552**

ITEM # 18-1318

AMENDMENT No. 3 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 11, 2018 (the "Agreement"), between the City of Santa Fe (the "City") and Universal Protection Service, LP d/b/a Allied Universal Security Services. (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 professional security services for the City of Santa Fe.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES

Article 1 of the Agreement, as described in Exhibit A , is amended to provide professional security services for the University of Art and Design campus.

A. The Contractor shall provide scope of services as defined in Exhibit A – Scope of Services, Amendment #3.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of fifty six thousand twenty dollars and forty eight cents (\$56,020.48), plus applicable gross receipts taxes, so that Article 3, paragraph A reads in its

entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed six hundred forty six thousand two hundred seventy dollars and fifty two cents (\$646,270.52), plus applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate identified:

Account Manager

Hourly Rate: \$26.26

Total for 2,000 Regular Hours: \$52,520.00

Hourly Rate for Holiday Hours: \$39.39

Total for 0 Holiday Hours: \$0.00

Total for Regular and Holiday Hours: \$52,520.00

Mobile Patrol (inclusive of vehicle costs)

Hourly Rate: \$29.97

Total for 1,420 Regular Hours: \$42,561.31

Hourly Rate for Holiday Hours: \$44.96

Total for 32 Holiday Hours: \$1,438.69

Total for Regular and Holiday Hours: \$44,000.00

Main Library

Hourly Rate: \$20.38

Total for 3,026 Regular Hours: \$61,679.79

Hourly Rate for Holiday Hours: \$30.57

Total for 0 Holiday Hours: \$0.00

Total for Regular and Holiday Hours: \$61,679.79

LaFarge Library

Hourly Rate: \$20.38

Total for 2,926 Regular Hours: \$59,641.46

Hourly Rate for Holiday Hours: \$30.57

Total for 0 Holiday Hours: \$0.00

Total for Regular and Holiday Hours: \$59,641.46

Southside Library

Hourly Rate: \$20.38

Total for 2,875 Regular Hours: \$58,592.50

Hourly Rate for Holiday Hours: \$30.57

Total for 0 Holiday Hours: \$0.00

Total for Regular and Holiday Hours: \$58,592.50

City Hall / SFCCC

Hourly Rate: \$19.28

Total for 2,000 Regular Hours: \$38,560.00

Hourly Rate for Holiday Hours: \$28.92

Total for 0 Holiday Hours: \$0.00

Total for Regular and Holiday Hours: \$38,560.00

Municipal Court

Hourly Rate: \$22.66

Total for 2,337 Regular Hours: \$52,956.42

Hourly Rate for Holiday Hours: \$33.99

Total for 0 Holiday Hours: \$0.00

Total for Regular and Holiday Hours: \$52,956.42

Santa Fe Trails

Hourly Rate: \$19.28

Total for 1,000 Regular Hours: \$19,280.00

Hourly Rate for Holiday Hours: \$28.92

Total for 0 Holiday Hours: \$0.00

Total for Regular and Holiday Hours: \$19,280.00

Santa Fe Regional Airport

Hourly Rate: \$22.66

Total for 4,970 Regular Hours: \$112,620.20

Hourly Rate for Holiday Hours: \$33.99

Total for 140 Holiday Hours: \$4,758.60

Total for Regular and Holiday Hours: \$117,378.80

Genoveva Chavez Community Center

Hourly Rate: \$19.28

Total for 3,018 Regular Hours: \$58,187.04

Hourly Rate for Holiday Hours: \$28.92

Total for 0 Holiday Hours: \$0.00

Total for Regular and Holiday Hours: \$56,259.04

Railyard Visitor Center

Hourly Rate: \$19.28

Total for 1,424 Regular Hours: \$27,454.72

Hourly Rate for Holiday Hours: \$28.92

Total for 0 Holiday Hours: \$0.00

Total for Regular and Holiday Hours: \$27,454.72

University of Art & Design Campus (inclusive of vehicle costs)

Hourly Rate: \$25.28

Total for 2,120 Regular Hours: \$53,593.60

Hourly Rate for Holiday Hours: \$37.92

Total for 64 Holiday Hours: \$2,426.88

Total for Regular and Holiday Hours: \$56,020.48

As part of the compensation, the City of Santa Fe will provide the Contractor an office space at the University of Art and Design Campus. The space will be a 10' x 12' (120 SF), lockable private office within the Fogelson Library (Bldg. 4). The Contractor will have 24/7 access to the office. The office will come with parking and water, sewer, electricity and gas service included. The contractor will be required to handle their own trash and, if internet access were desired, would have to arrange for internet to be extended to the space.

3. AGREEMENT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 3 to the City of

Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

CONTRACTOR:

Universal Protection Service, LP d/b/a Allied
Universal Security Services


ALAN WEBBER, MAYOR


NAME & TITLE

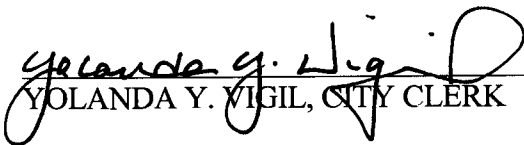
Date: 11/21/2018

Date: 10/15/18

ATTEST:

CRS #: 03-282745-00-08

Business License: 18-00110418


YOLANDA Y. VIGIL, CITY CLERK *all*

APPROVED AS TO FORM:

 9/25
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

 11/21
MARY MCCOY, FINANCE DIRECTOR *MM*

Business Unit/Line Item:

52155.510310; 12100.510310; 22774.510310; 52102.510310; 22210.5103100; 52155.510310;
12002.510310; 52401.510310; 52800.510310; 52701.510310; 52701.510310; 52910;510310 ✓

**CITY OF SANTA FE
AMENDMENT No. 4 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM# 18-0552**

AMENDMENT No. 4 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 11, 2018 (the "Agreement"), between the City of Santa Fe (the "City") and Universal Protection Service, LP d/b/a Allied Universal Security Services. (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 professional security services for the City of Santa Fe.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES

Article 1 of the Agreement, as described in Exhibit A, is amended to add an additional 3,600 hours of level-1 security officer hours of coverage and 2,400 hours of level-3 security officer hours of coverage at the University of Art and Design campus, so that Article 1 reads as follows:

A. The Contractor shall provide scope of services as defined in Exhibit A – Scope of Services, Amendment #4.

2. COMPENSATION

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of one hundred forty five thousand eight hundred seventy-six dollars and sixty-four cents (\$145,876.64), plus applicable gross receipts taxes, 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 seven hundred ninety two thousand one hundred forty-seven dollars and sixteen cents (\$792,147.16), plus applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate identified:

Account Manager

Hourly Rate: \$26.26

Total for 2,000 Regular Hours: \$52,520.00

Hourly Rate for Holiday Hours: \$39.39

Total for 0 Holiday Hours: \$0.00

Total for Regular and Holiday Hours: \$52,520.00

Mobile Patrol (inclusive of vehicle costs)

Hourly Rate: \$29.97

Total for 1,420 Regular Hours: \$42,561.31

Hourly Rate for Holiday Hours: \$44.96

Total for 32 Holiday Hours: \$1,438.69

Total for Regular and Holiday Hours: \$44,000.00

Main Library

Hourly Rate: \$20.38

Total for 3,026 Regular Hours: \$61,679.79

Hourly Rate for Holiday Hours: \$30.57

Total for 0 Holiday Hours: \$0.00

Total for Regular and Holiday Hours: \$61,679.79

LaFarge Library

Hourly Rate: \$20.38

Total for 2,926 Regular Hours: \$59,641.46

Hourly Rate for Holiday Hours: \$30.57

Total for 0 Holiday Hours: \$0.00

Total for Regular and Holiday Hours: \$59,641.46

Southside Library

Hourly Rate: \$20.38

Total for 2,875 Regular Hours: \$58,592.50

Hourly Rate for Holiday Hours: \$30.57

Total for 0 Holiday Hours: \$0.00

Total for Regular and Holiday Hours: \$58,592.50

City Hall / SFCCC

Hourly Rate: \$19.28

Total for 2,000 Regular Hours: \$38,560.00

Hourly Rate for Holiday Hours: \$28.92

Total for 0 Holiday Hours: \$0.00

Total for Regular and Holiday Hours: \$38,560.00

Municipal Court

Hourly Rate: \$22.66

Total for 2,337 Regular Hours: \$52,956.42

Hourly Rate for Holiday Hours: \$33.99

Total for 0 Holiday Hours: \$0.00

Total for Regular and Holiday Hours: \$52,956.42

Santa Fe Trails

Hourly Rate: \$19.28

Total for 1,000 Regular Hours: \$19,280.00

Hourly Rate for Holiday Hours: \$28.92

Total for 0 Holiday Hours: \$0.00

Total for Regular and Holiday Hours: \$19,280.00

Santa Fe Regional Airport – Level 3

Hourly Rate: \$22.66

Total for 5,040 Regular Hours: \$114,206.40

Hourly Rate for Holiday Hours: \$33.99

Total for 142 Holiday Hours: \$4,826.58

Total for Regular and Holiday Hours: \$119,032.98

Santa Fe Regional Airport – Level 1

Hourly Rate: \$19.28

Total for 1,004 Regular Hours: \$19,357.12

Hourly Rate for Holiday Hours: \$28.92

Total for 28 Holiday Hours: \$809.76

Total for Regular and Holiday Hours: \$20,166.88

Genoveva Chavez Community Center

Hourly Rate: \$19.28

Total for 3,018 Regular Hours: \$58,187.04

Hourly Rate for Holiday Hours: \$28.92

office will come with parking and water, sewer, electricity and gas service included. The contractor will be required to handle their own trash and, if internet access were desired, would have to arrange for internet to be extended to the space.

3. AGREEMENT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 4 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

CONTRACTOR:

Universal Protection Service, LP d/b/a Allied
Universal Security Services


ALAN WEBBER, MAYOR

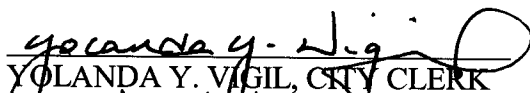
See attached
NAME & TITLE

Date: 4/1/19

Date: _____

ATTEST:

CRS #: 03-282745-00-08
Business License: 18-00110418


YOLANDA Y. VIGIL, CITY CLERK
cc mtg. 3/13/2019

APPROVED AS TO FORM:

 3/29/19
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

 3/29/19
MARY MCCOY, FINANCE DIRECTOR

Business Unit/Line Item:

52155.510310; 12100.510310; 22774.510310; 52102.510310; 22210.5103100; 52155.510310;
12002.510310; 52401.510310; 52800.510310; 52701.510310; 52701.510310; 52910; 510310

office will come with parking and water, sewer, electricity and gas service included. The contractor will be required to handle their own trash and, if internet access were desired, would have to arrange for internet to be extended to the space.

3. AGREEMENT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 4 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

CONTRACTOR:

Universal Protection Service, LP d/b/a
Allied Universal Security Services

ALAN WEBBER,



STEVE CLATON, PRESIDENT

Date: _____

Date: 4/11/18

ATTEST:

CRS #: 03-282745-00-08
Business License: 18-00110418

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

Business Unit/Line Item:

52155.510310; 12100.510310; 22774.510310; 52102.510310; 22210.5103100; 52155.510310;
12002.510310; 52401.510310; 52800.510310; 52701.510310; 52701.510310; 52910; 510310

ITEM # 18-0552

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 Universal Protection Service, LP d/b/a Allied Universal Security Services (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 scope of services as defined in Exhibit A.

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that it possesses the personnel 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 five hundred fifty six thousand five hundred forty six dollars and seventy six cents (\$556,546.76), plus applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate identified:

Account Manager

Hourly Rate: \$26.26

Total for 2,000 Regular Hours: \$52,520.00

Total for 0 Holiday Hours: \$0.00
Total for Regular and Holiday Hours: \$38,560.00

Municipal Court

Hourly Rate: \$22.66
Total for 2,337 Regular Hours: \$52,956.42
Hourly Rate for Holiday Hours: \$33.99
Total for 0 Holiday Hours: \$0.00
Total for Regular and Holiday Hours: \$52,956.42

Santa Fe Trails

Hourly Rate: \$19.28
Total for 1,000 Regular Hours: \$19,280.00
Hourly Rate for Holiday Hours: \$28.92
Total for 0 Holiday Hours: \$0.00
Total for Regular and Holiday Hours: \$19,280.00

Santa Fe Regional Airport

Hourly Rate: \$22.66
Total for 4,970 Regular Hours: \$112,620.20
Hourly Rate for Holiday Hours: \$33.99
Total for 140 Holiday Hours: \$4,758.60
Total for Regular and Holiday Hours: \$117,378.80

Genoveva Chavez Community Center

Hourly Rate: \$19.28
Total for 2,918 Regular Hours: \$56,259.04
Hourly Rate for Holiday Hours: \$28.92
Total for 0 Holiday Hours: \$0.00
Total for Regular and Holiday Hours: \$56,259.04

An additional sum of twenty five thousand dollars (\$25,000.00) is encumbered in the event that additional security service is required for emergencies, holidays, or special events.

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.

(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

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 included as an additional insured to the extent of the Contractor's indemnification obligations under this Agreement and up to the required insurance coverage amount, 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

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.

snow storms, blizzards or other inclement weather, accidents, insurrections, lockouts or other acts of God, perils of the sea, stoppage of labor, or other events considered as "Force Majeure", or by any other unavoidable cause beyond Contractor's reasonable control. All such additional expenses shall be the responsibility of the City as an additional charge invoiced and paid by the City as it is incurred, pursuant to the terms of the Billing section of this Agreement. Additionally, to the extent that Contractor is unable to perform, or is delayed in performing, the Services due to a Force Majeure event, such nonperformance or delayed performance is not a breach of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF SANTA FE:

CONTRACTOR:

UNIVERSAL PROTECTION SERVICE,
LP/DBA ALLIED UNIVERSAL
SECURITY SERVICES

MAYOR



NAME, TITLE *President*

DATE: _____

DATE: 5/29/18

CRS# 03-282745-00-8
City of Santa Fe Business
Registration # 18-00110418

ATTEST:

YOLANDA Y. VIGIL
CITY CLERK

APPROVED AS TO FORM:

 5/2

GENO ZAMORA, INTERIM CITY ATTORNEY

APPROVED:

, FINANCE DIRECTOR

Business Unit Line Item

The funding sources effected by this amendment are as follows: Mobile Patrol (\$53,573.22 from 62165.510310); Libraries (\$132,729.85 from 12100.510310, \$69,260.16 from 22774.510310, and \$6,591.59 from 52102.510310); City Hall / SFCOC (\$15,908.41 from each of 52102.510310, 22210.510310 and 62165.510310); Municipal Court (\$63,201.37 from 12002.510310); Tranell (\$26,999.22 from 52401.510310); Airport (\$132,466.43 from 52800.510310); GCCC (\$86,761.69 from 52701.510310).

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 Universal Protection Service, LP d/b/a Allied Universal Security Services (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 scope of services as defined in Exhibit A.

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that it possesses the personnel 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 five hundred fifty six thousand five hundred forty six dollars and seventy six cents (\$556,546.76), plus applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate identified:

Account Manager

Hourly Rate: \$26.26

Total for 2,000 Regular Hours: \$52,520.00

Hourly Rate for Holiday Hours: \$39.39

Total for 0 Holiday Hours: \$0.00

Total for Regular and Holiday Hours: \$52,520.00

Mobile Patrol (inclusive of vehicle costs)

Hourly Rate: \$29.97

Total for 1,420 Regular Hours: \$42,561.31

Hourly Rate for Holiday Hours: \$44.96

Total for 32 Holiday Hours: \$1,438.69

Total for Regular and Holiday Hours: \$44,000.00

Main Library

Hourly Rate: \$20.38

Total for 3,026 Regular Hours: \$61,679.79

Hourly Rate for Holiday Hours: \$30.57

Total for 0 Holiday Hours: \$0.00

Total for Regular and Holiday Hours: \$61,679.79

LaFarge Library

Hourly Rate: \$20.38

Total for 2,714 Regular Hours: \$55,320.21

Hourly Rate for Holiday Hours: \$30.57

Total for 0 Holiday Hours: \$0.00

Total for Regular and Holiday Hours: \$55,320.21

Southside Library

Hourly Rate: \$20.38

Total for 2,875 Regular Hours: \$58,592.50

Hourly Rate for Holiday Hours: \$30.57

Total for 0 Holiday Hours: \$0.00

Total for Regular and Holiday Hours: \$58,592.50

City Hall / SFCCC

Hourly Rate: \$19.28

Total for 2,000 Regular Hours: \$38,560.00

Hourly Rate for Holiday Hours: \$28.92

Total for 0 Holiday Hours: \$0.00

Total for Regular and Holiday Hours: \$38,560.00

Municipal Court

Hourly Rate: \$22.66

Total for 2,337 Regular Hours: \$52,956.42

Hourly Rate for Holiday Hours: \$33.99

Total for 0 Holiday Hours: \$0.00

Total for Regular and Holiday Hours: \$52,956.42

Santa Fe Trails

Hourly Rate: \$19.28

Total for 1,000 Regular Hours: \$19,280.00

Hourly Rate for Holiday Hours: \$28.92

Total for 0 Holiday Hours: \$0.00

Total for Regular and Holiday Hours: \$19,280.00

Santa Fe Regional Airport

Hourly Rate: \$22.66

Total for 4,970 Regular Hours: \$112,620.20

Hourly Rate for Holiday Hours: \$33.99

Total for 140 Holiday Hours: \$4,758.60

Total for Regular and Holiday Hours: \$117,378.80

Genoveva Chavez Community Center

Hourly Rate: \$19.28

Total for 2,918 Regular Hours: \$56,259.04

Hourly Rate for Holiday Hours: \$28.92

Total for 0 Holiday Hours: \$0.00

Total for Regular and Holiday Hours: \$56,259.04

An additional sum of twenty five thousand dollars (\$25,000.00) is encumbered in the event that additional security service is required for emergencies, holidays, or special events.

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 June 30, 2019 unless sooner pursuant to Article 6 below. The term of this Agreement may be extended on all the same terms and conditions except "Compensation" Section 3 for additional period(s) of one (1) year each, not to exceed four (4) years, by a written amendment and mutual agreement of the parties on the Compensation to be effective during each one (1)-year renewal period .

6. TERMINATION

A. This Agreement may be terminated by the City and the Contractor upon 60 days written notice by the terminating party to the non-terminating party.

(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 included as an additional insured to the extent of the Contractor's indemnification obligations under this Agreement and up to the required insurance coverage amount, 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 to the extent caused by Contractor's willful, negligent, or reckless performance under this Agreement as well as by the willful, negligent, or reckless performance of Contractor's employees, agents, representatives and subcontractors. Under no circumstances will either party be liable to the other party, or any other person or entity, for consequential, incidental, indirect or punitive damages, or for lost profits.

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:
200 Lincoln Ave.
Santa Fe, NM, 87501

Contractor:
Allied Universal
Eight Tower Bridge, Suite 600
161 Washington Street
Conshohocken, PA 19428
ATTN: General Counsel

23. FORCE MAJEURE

Contractor shall not be responsible for additional expenses and costs incurred by it or the City to provide Services pursuant to this Agreement as a result of unusual circumstances including, but not limited to, strikes, riots, revolutions, wars, military actions, fires, floods, droughts, natural disasters, pandemics, active shooter events,

snow storms, blizzards or other inclement weather, accidents, insurrections, lockouts or other acts of God, perils of the sea, stoppage of labor, or other events considered as "Force Majeure", or by any other unavoidable cause beyond Contractor's reasonable control. All such additional expenses shall be the responsibility of the City as an additional charge invoiced and paid by the City as it is incurred, pursuant to the terms of the Billing section of this Agreement. Additionally, to the extent that Contractor is unable to perform, or is delayed in performing, the Services due to a Force Majeure event, such nonperformance or delayed performance is not a breach of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF SANTA FE:

CONTRACTOR:

UNIVERSAL PROTECTION SERVICE,
LP/DBA ALLIED UNIVERSAL
SECURITY SERVICES


ALAN WEBBER, MAYOR

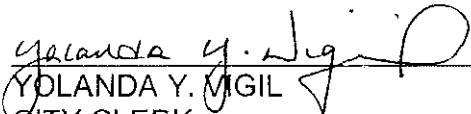
See attached
NAME, TITLE

DATE: *June 11, 2018*

DATE: _____

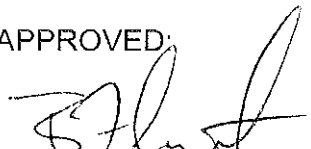
CRS# 03-282745-00-8
City of Santa Fe Business
Registration # 18-00110418

ATTEST:


YOLANDA Y. MIGIL
CITY CLERK
cc mtg. 5/31/18

APPROVED AS TO FORM:


GENO ZAMORA, INTERIM CITY ATTORNEY

APPROVED:
 *6/5/18*
KENT DEYOUNG, INTERIM FINANCE DIRECTOR
BRAD FLETSCH, CFA

Business Unit Line Item


The funding sources effected by this amendment are as follows: Mobile Patrol (\$53,573.22 from 52155.510310); Libraries (\$132,729.85 from 12100.510310, \$69,260.16 from 22774.510310, and \$5,591.59 from 52102.510310); City Hall / SFCCC (\$15,908.41 from each of 52102.510310, 22210.510310 and 52155.510310); Municipal Court (\$63,201.37 from 12002.510310); Transit (\$26,999.22 from 52401.510310); Airport (\$132,455.43 from 52800.510310); GCCC (\$66,751.69 from 52701.510310).

CITY OF SANTA FE:

CONTRACTOR:

UNIVERSAL PROTECTION SERVICE,
LP/DBA ALLIED UNIVERSAL
SECURITY SERVICES

MAYOR



NAME, TITLE *President*

DATE: _____

DATE: 5/29/18

CRS# 03-282745-00-8
City of Santa Fe Business
Registration # 18-00110418

ATTEST:

YOLANDA Y. VIGIL
CITY CLERK

APPROVED AS TO FORM:

 5/2
GENO ZAMORA, INTERIM CITY ATTORNEY

APPROVED:

, FINANCE DIRECTOR

Business Unit Line Item

The funding sources effected by this amendment are as follows: Mobile Patrol (\$53,573.22 from 52155.510310); Libraries (\$132,729.85 from 12100.510310, \$69,260.16 from 22774.510310, and \$5,691.69 from 52102.510310); City Hall / SFCCC (\$15,908.41 from each of 52102.510310, 22210.510310 and 52155.510310); Municipal Court (\$63,201.37 from 12002.510310); Transit (\$26,999.22 from 52401.510310); Airport (\$132,455.43 from 52800.510310); GCCC (\$66,751.69 from 52701.510310).

**CITY OF SANTA FE
AMENDMENT No. 5 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM# 18-0552**

AMENDMENT No. 5 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 11, 2018 (the "Agreement"), between the City of Santa Fe (the "City") and Universal Protection Service, LP d/b/a Allied Universal Security Services. (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 professional security services for the City of Santa Fe.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES

Article 1 of the Agreement, as described in Exhibit A, is amended to add an additional 72-hours of level-3 security officer hours of coverage and 1,032 hours of level-1 security officer hours of coverage at the Santa Fe Regional Airport and for invoices to be provided on a monthly rather than bi-weekly basis, so that Article 1 reads as follows:

A. The Contractor shall provide scope of services as defined in Exhibit A – Scope of Services, Amendment #5.

2. COMPENSATION

Article 3, paragraph A of the Agreement is amended to increase the amount of

compensation by a total of twenty one thousand eight hundred twenty-one dollars and six cents (\$21,821.06), plus applicable gross receipts taxes, 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 thirteen thousand nine hundred sixty-eight dollars and twenty-two cents (\$813,968.22), plus applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate identified:

Account Manager

Hourly Rate: \$26.26

Total for 2,000 Regular Hours: \$52,520.00

Hourly Rate for Holiday Hours: \$39.39

Total for 0 Holiday Hours: \$0.00

Total for Regular and Holiday Hours: \$52,520.00

Mobile Patrol (inclusive of vehicle costs)

Hourly Rate: \$29.97

Total for 1,420 Regular Hours: \$42,561.31

Hourly Rate for Holiday Hours: \$44.96

Total for 32 Holiday Hours: \$1,438.69

Total for Regular and Holiday Hours: \$44,000.00

Main Library

Hourly Rate: \$20.38

Total for 3,026 Regular Hours: \$61,679.79

Hourly Rate for Holiday Hours: \$30.57

Total for 0 Holiday Hours: \$0.00

Total for Regular and Holiday Hours: \$61,679.79

LaFarge Library

Hourly Rate: \$20.38

Total for 2,926 Regular Hours: \$59,641.46

Hourly Rate for Holiday Hours: \$30.57

Total for 0 Holiday Hours: \$0.00

Total for Regular and Holiday Hours: \$59,641.46

Southside Library

Hourly Rate: \$20.38

Total for 2,875 Regular Hours: \$58,592.50

Hourly Rate for Holiday Hours: \$30.57

Total for 0 Holiday Hours: \$0.00

Total for Regular and Holiday Hours: \$58,592.50

City Hall / SFCCC

Hourly Rate: \$19.28

Total for 2,000 Regular Hours: \$38,560.00

Hourly Rate for Holiday Hours: \$28.92

Total for 0 Holiday Hours: \$0.00

Total for Regular and Holiday Hours: \$38,560.00

Municipal Court

Hourly Rate: \$22.66

Total for 2,337 Regular Hours: \$52,956.42

Hourly Rate for Holiday Hours: \$33.99

Total for 0 Holiday Hours: \$0.00

Total for Regular and Holiday Hours: \$52,956.42

Santa Fe Trails

Hourly Rate: \$19.28

Total for 1,000 Regular Hours: \$19,280.00

Hourly Rate for Holiday Hours: \$28.92

Total for 0 Holiday Hours: \$0.00

Total for Regular and Holiday Hours: \$19,280.00

Santa Fe Regional Airport – Level 3

Hourly Rate: \$22.66

Total for 5,040 Regular Hours: \$114,206.40

Hourly Rate for Holiday Hours: \$33.99

Total for 142 Holiday Hours: \$4,826.58

Total for Regular and Holiday Hours: \$119,032.98

Santa Fe Regional Airport – Level 1

Hourly Rate: \$19.28

Total for 1,004 Regular Hours: \$19,357.12

Hourly Rate for Holiday Hours: \$28.92

Total for 28 Holiday Hours: \$809.76

Total for Regular and Holiday Hours: \$20,166.88

Genoveva Chavez Community Center

Hourly Rate: \$19.28

Total for 3,018 Regular Hours: \$58,187.04

Hourly Rate for Holiday Hours: \$28.92

Total for 0 Holiday Hours: \$0.00

Total for Regular and Holiday Hours: \$56,259.04

Railyard Visitor Center

Hourly Rate: \$19.28

Total for 1,424 Regular Hours: \$27,454.72

Hourly Rate for Holiday Hours: \$28.92

Total for 0 Holiday Hours: \$0.00

Total for Regular and Holiday Hours: \$27,454.72

University of Art & Design Campus (inclusive of vehicle costs)

Hourly Rate: \$25.28

Total for 2,120 Regular Hours: \$53,593.60

Hourly Rate for Holiday Hours: \$37.92

Total for 64 Holiday Hours: \$2,426.88

Total for Regular and Holiday Hours: \$56,020.48

As part of the compensation, the City of Santa Fe will provide the Contractor an office space at the University of Art and Design Campus. The space will be a 10' x 12' (120 SF), lockable private office within the Fogelson Library (Bldg. 4). The Contractor will have 24/7 access to the office. The

office will come with parking and water, sewer, electricity and gas service included. The contractor will be required to handle their own trash and, if internet access were desired, would have to arrange for internet to be extended to the space.

3. AGREEMENT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 5 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

CONTRACTOR:

Universal Protection Service, LP d/b/a Allied
Universal Security Services


ALAN WEBBER, MAYOR

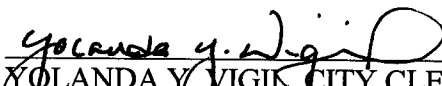
See Attached
NAME & TITLE

Date: 4/1/19

Date: _____

ATTEST:

CRS #: 03-282745-00-08
Business License: 18-00110418


YOLANDA Y. VIGIL, CITY CLERK
cc mtg. 5/27/2019

APPROVED AS TO FORM:

 1/30
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:


MARY MCCOY, FINANCE DIRECTOR

Business Unit/Line Item:

52155.510310; 12100.510310; 22774.510310; 52102.510310; 22210.5103100; 52155.510310;
12002.510310; 52401.510310; 52800.510310; 52701.510310; 52701.510310; 52910; 510310

office will come with parking and water, sewer, electricity and gas service included. The contractor will be required to handle their own trash and, if internet access were desired, would have to arrange for internet to be extended to the space.

3. AGREEMENT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 5 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

CONTRACTOR:

Universal Protection Service, LP d/b/a Allied
Universal Security Services

ALAN WEBBER, MAYOR



NAME & TITLE

Date: _____

Date: 2/4/18

ATTEST:

CRS #: 03-282745-00-08
Business License: 18-00110418

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

 1/30

ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

Business Unit/Line Item:

52155.510310; 12100.510310; 22774.510310; 52102.510310; 22210.5103100; 52155.510310;
12002.510310; 52401.510310; 52800.510310; 52701.510310; 52701.510310; 52910; 510310

**CITY OF SANTA FE
AMENDMENT No. 6 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM# 18-0552**

AMENDMENT No. 6 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 11, 2018 (the "Agreement"), between the City of Santa Fe (the "City") and Universal Protection Service, LP d/b/a Allied Universal Security Services. (the "Contractor"). The date of this Amendment shall be effective on 15 February 2019.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide professional security services for the City of Santa Fe.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES

Article 1 of the Agreement, as described in Exhibit A, is amended to eliminate the City Hall/Santa Fe Community Convention Center security post, so that Article 1 reads as follows:

A. The Contractor shall provide scope of services as defined in Exhibit A – Scope of Services, Amendment #6.

2. COMPENSATION

Article 3, paragraph A of the Agreement is amended to **decrease** the amount of compensation by a total of fourteen thousand four hundred ninety eight dollars and fifty-six cents (\$14,498.56), plus applicable gross receipts taxes, 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 seven hundred ninety nine thousand four hundred sixty nine dollars and sixty-six cents (\$799,469.66), plus applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate identified:

Account Manager

Hourly Rate: \$26.26

Total for 2,000 Regular Hours: \$52,520.00

Hourly Rate for Holiday Hours: \$39.39

Total for 0 Holiday Hours: \$0.00

Total for Regular and Holiday Hours: \$52,520.00

Mobile Patrol (inclusive of vehicle costs)

Hourly Rate: \$29.97

Total for 1,420 Regular Hours: \$42,561.31

Hourly Rate for Holiday Hours: \$44.96

Total for 32 Holiday Hours: \$1,438.69

Total for Regular and Holiday Hours: \$44,000.00

Main Library

Hourly Rate: \$20.38

Total for 3,026 Regular Hours: \$61,679.79

Hourly Rate for Holiday Hours: \$30.57

Total for 0 Holiday Hours: \$0.00

Total for Regular and Holiday Hours: \$61,679.79

LaFarge Library

Hourly Rate: \$20.38

Total for 2,926 Regular Hours: \$59,641.46

Hourly Rate for Holiday Hours: \$30.57

Total for 0 Holiday Hours: \$0.00

Total for Regular and Holiday Hours: \$59,641.46

Southside Library

Hourly Rate: \$20.38

Total for 2,875 Regular Hours: \$58,592.50

Hourly Rate for Holiday Hours: \$30.57

Total for 0 Holiday Hours: \$0.00

Total for Regular and Holiday Hours: \$58,592.50

Municipal Court

Hourly Rate: \$22.66

Total for 2,337 Regular Hours: \$52,956.42

Hourly Rate for Holiday Hours: \$33.99

Total for 0 Holiday Hours: \$0.00

Total for Regular and Holiday Hours: \$52,956.42

Santa Fe Trails

Hourly Rate: \$19.28

Total for 1,000 Regular Hours: \$19,280.00

Hourly Rate for Holiday Hours: \$28.92

Total for 0 Holiday Hours: \$0.00

Total for Regular and Holiday Hours: \$19,280.00

Santa Fe Regional Airport – Level 3

Hourly Rate: \$22.66

Total for 5,040 Regular Hours: \$114,206.40

Hourly Rate for Holiday Hours: \$33.99

Total for 142 Holiday Hours: \$4,826.58

Total for Regular and Holiday Hours: \$119,032.98

Santa Fe Regional Airport – Level 1

Hourly Rate: \$19.28

Total for 1,004 Regular Hours: \$19,357.12

Hourly Rate for Holiday Hours: \$28.92

Total for 28 Holiday Hours: \$809.76

Total for Regular and Holiday Hours: \$20,166.88

Genoveva Chavez Community Center

Hourly Rate: \$19.28

Total for 3,018 Regular Hours: \$58,187.04

Hourly Rate for Holiday Hours: \$28.92

Total for 0 Holiday Hours: \$0.00

Total for Regular and Holiday Hours: \$56,259.04

Railyard Visitor Center

Hourly Rate: \$19.28

Total for 1,424 Regular Hours: \$27,454.72

Hourly Rate for Holiday Hours: \$28.92

Total for 0 Holiday Hours: \$0.00

Total for Regular and Holiday Hours: \$27,454.72

University of Art & Design Campus (inclusive of vehicle costs)

Hourly Rate: \$25.28

Total for 2,120 Regular Hours: \$53,593.60

Hourly Rate for Holiday Hours: \$37.92

Total for 64 Holiday Hours: \$2,426.88

Total for Regular and Holiday Hours: \$56,020.48

As part of the compensation, the City of Santa Fe will provide the Contractor an office space at the University of Art and Design Campus. The space will be a 10' x 12' (120 SF), lockable private office within the Fogelson Library (Bldg. 4). The Contractor will have 24/7 access to the office. The office will come with parking and water, sewer, electricity and gas service included. The contractor will be required to handle their own trash and, if internet access were desired, would have to arrange for internet to be extended to the space.

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.

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. 6 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

CONTRACTOR:

Universal Protection Service, LP d/b/a Allied
Universal Security Services


ALAN WEBBER, MAYOR

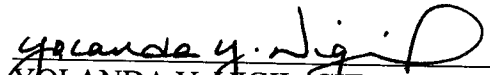
See Attached
NAME & TITLE

Date: 5/9/19

Date: _____

ATTEST:

CRS #: 03-282745-00-08
Business License: 18-00110418


YOLANDA Y. MIGIL, CITY CLERK
cc mtg. 5/8/2019

APPROVED AS TO FORM:

 2/7
ERIN MCSHERRY, CITY ATTORNEY

APPROVED:

 5/9
MARY MCCOY, FINANCE DIRECTOR

Business Unit/Line Item:

52155.510310; 12100.510310; 22774.510310; 52102.510310; 22210.5103100; 52155.510310;
12002.510310; 52401.510310; 52800.510310; 52701.510310; 52701.510310; 52910; 510310

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. 6 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

CONTRACTOR:

Universal Protection Service, LP d/b/a Allied
Universal Security Services

ALAN WEBBER, MAYOR



NAME & TITLE

Date: _____

Date: 3/18/19

ATTEST:

CRS #: 03-282745-00-08
Business License: 18-00110418

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

 2/7

ERIN MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

Business Unit/Line Item:

52155.510310; 12100.510310; 22774.510310; 52102.510310; 22210.5103100; 52155.510310;
12002.510310; 52401.510310; 52800.510310; 52701.510310; 52701.510310; 52910; 510310

**CITY OF SANTA FE
AMENDMENT No. 7 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM# 18-0552**

AMENDMENT No. 7 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 11, 2018 the "Agreement"), between the City of Santa Fe (the "City") and Universal Protection Service, LP d/b/a Allied Universal Security Services (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 professional security services for the City of Santa Fe.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES

Article 1 of the Agreement, as described in Exhibit A, is amended to remove security services at the Railyard Visitor Center, so that Article 1 reads as follows:

A. The Contractor shall provide scope of services as defined in Exhibit A – Scope of Services, Amendment #7.

2. COMPENSATION

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of nine hundred thirty thousand six hundred ninety four dollars and ninety eight cents (\$930,694.98), plus applicable gross receipts taxes, 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 seven hundred thirty thousand one hundred sixty four dollars and sixty four cents (\$1,730,164.64), plus applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate identified:

Item	Hourly Rate	Holiday Rate
SF University of Art and Design Vehicle	\$ 6.00	\$ 6.00
Parking Mobile Patrol Vehicle	\$ 6.81	\$ 6.81
Level 1 Security Officer	\$ 19.67	\$ 29.50
Level 2 Security Officer	\$ 20.79	\$ 31.18
Level 3 Security Officer	\$ 23.11	\$ 34.67
Account Manager	\$ 26.79	\$ 40.18

3. 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 the Contractor, whichever occurs last, and shall terminate on June 30, 2020 unless sooner pursuant to Article 6 below. The term of this Agreement may be extended on all the same terms and conditions except "Compensation" Section 3 for additional period(s) of one (1) year each, not to exceed four (4) years, by a written amendment and mutual agreement of the parties on the Compensation to be effective during each one (1)-year renewal period.

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. 7 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

CONTRACTOR:


ALAN WEBBER, MAYOR

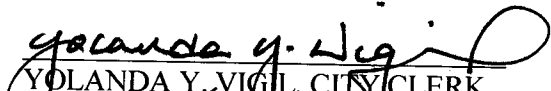
Universal Protection Service, LP d/b/a Allied
Universal Security Services
See attached

Date: 6/28/19

Date: 6.28.19

ATTEST:

CRS #: 03-282745-00-08
Business License: 19-110418


YOLANDA Y. VIGIL, CITY CLERK
cc mtg 6.28.19

APPROVED AS TO FORM:

 6/11/19
ERIN MCSHERRY, CITY ATTORNEY

APPROVED:


MARY MCCOY, FINANCE DIRECTOR *ML*

Business Unit/Line Item:

52155.510310; 12100.510310; 22774.510310; 52102.510310; 12002.510310; 52401.510310;
52800.510310; 52702.510310; 52910.510310

IN WITNESS WHEREOF, the parties have executed this Amendment No. 7 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

CONTRACTOR:

Universal Protection Service, LP d/b/a Allied
Universal Security Services

ALAN WEBBER, MAYOR



Date: _____


Date: 6/28/19

ATTEST:

CRS #: 03-282745-00-08
Business License: 19-110418

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

 6/14/19
ERIN MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR 

Business Unit/Line Item:

52155.510310; 12100.510310; 22774.510310; 52102.510310; 12002.510310; 52401.510310;
52800.510310; 52702.510310; 52910.510310

**CITY OF SANTA FE
AMENDMENT No. 8 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM# 18-0552**

AMENDMENT No. 8 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 11, 2018 the "Agreement"), between the City of Santa Fe (the "City") and Universal Protection Service, LP d/b/a Allied Universal Security Services (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 professional security services for the City of Santa Fe.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES

Article 1 of the Agreement, as described in Exhibit A, is amended to remove security services at the Railyard Visitor Center, so that Article 1 reads as follows:

A. The Contractor shall provide scope of services as defined in Exhibit "A" – Scope of Services attached hereto, Amendment #8.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of nine hundred seventy-four thousand three hundred forty-six dollars and seventy-seven cents (\$974,346.77), plus applicable gross receipts taxes and as described in Exhibit

“B” 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 two million seven hundred and four thousand five hundred and eleven dollars and forty-one cents (\$2,704,511.41), plus applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate identified:

Item	Hourly Rate	Holiday Rate
SF University of Art and Design Vehicle	\$ 6.00	\$ 6.00
Parking Mobile Patrol Vehicle	\$ 6.81	\$ 6.81
Level 1 Security Officer	\$ 19.67	\$ 29.50
Level 2 Security Officer	\$ 20.79	\$ 31.18
Level 3 Security Officer	\$ 23.11	\$ 34.67
Account Manager	\$ 26.79	\$ 40.18

An additional sum of twenty five thousand dollars (\$25,000.00) is included and shall be encumbered in the event that additional security service is required for emergencies, holidays, or special events.

3. 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 the Contractor, whichever occurs last, and shall terminate on June 30, 2022 unless sooner pursuant to Article 6 below.

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. 8 to the City of

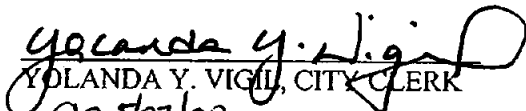
Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:


ALAN WEBBER, MAYOR

Date: 6/1/2020

ATTEST:


YOLANDA Y. VIGIL, CITY CLERK
AB 5/27/20

CITY ATTORNEY'S OFFICE:

 4/24/20
SENIOR ASSISTANT CITY ATTORNEY

APPROVED AS TO FINANCES:


MARY MCCOY, FINANCE DIRECTOR

Business Unit/Line Item: VAROUS

CONTRACTOR:

Universal Protection Service, LP d/b/a Allied
Universal Security Services

See Attached
NAME

TITLE

Date: _____

CRS #: 03-282745-00-08

Business License: 20-110418

Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:


ALAN WEBBER, MAYOR

Date: 6/1/2020

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
AB 5/27/20

CITY ATTORNEY'S OFFICE:

 4/24/20
SENIOR ASSISTANT CITY ATTORNEY

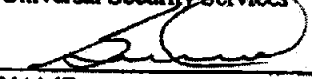
APPROVED AS TO FINANCES:


MARY MCCOY, FINANCE DIRECTOR

Business Unit/Line Item: VAROUS

CONTRACTOR:

Universal Protection Service, LP d/b/a Allied
Universal Security Services


NAME
Steve Claton

TITLE President, Southwest Region

Date: 6/23/20

CRS #: 03-282745-00-08

Business License: 20-110418

**CITY OF SANTA FE
AMENDMENT No. 9 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM# 18-0552**

AMENDMENT No. 9 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 11, 2018 the "Agreement"), between the City of Santa Fe (the "City") and Universal Protection Service, LP d/b/a Allied Universal Security Services (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 professional security services for the City of Santa Fe.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES

Article 1 of the Agreement, as described in Exhibit A, is amended to add security services at the Santa Fe Railyard, so that Article 1 reads as follows:

A. The Contractor shall provide scope of services as defined in Exhibit A – Scope of Services, Amendment #9.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation

by a total of eighty-eight thousand, nine hundred and twenty seven dollars and four cents (\$88,927.04), plus applicable gross receipts taxes and as described in Exhibit "B" 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 two million seven hundred and ninety three thousand, four hundred and thirty eight dollars and forty five cents (\$2,793,438.45), plus applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate identified:

Item	Hourly Rate	Holiday Rate
SF University of Art and Design Patrol Vehicle	\$ 6.00	\$ 6.00
Patrol Vehicle	\$ 6.81	\$ 6.81
Level 1 Security Officer	\$ 19.67	\$ 29.50
Level 2 Security Officer	\$ 20.79	\$ 31.18
Level 3 Security Officer	\$ 23.11	\$ 34.67
Account Manager	\$ 26.79	\$ 40.18

An additional sum of twenty five thousand dollars (\$25,000.00) is included and shall be encumbered in the event that additional security service is required for emergencies, holidays, or special events.

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. 9 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

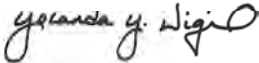
CITY OF SANTA FE:



ALAN WEBBER
MAYOR

Date: Oct 5, 2020

ATTEST:




YOLANDA Y. VIGIL, CITY CLERK

GB Mtg 09/09/2020

GC
GC

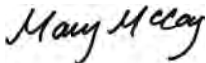
CITY ATTORNEY'S OFFICE:



Marcos Martinez (Aug 20, 2020 14:29 MDT)

ASSISTANT CITY ATTORNEY

APPROVED AS TO BUDGET:

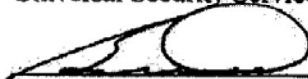


MARY MCCOY, FINANCE DIRECTOR

Business Unit/Line Item: VAROUS

CONTRACTOR:

Universal Protection Service, LP d/b/a Allied
Universal Security Services



NAME



TITLE

Date: 9/11/20

CRS #: 03-282745-00-08

Business License: 20-110418

**CITY OF SANTA FE
AMENDMENT No. 10 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM# 18-0552**

AMENDMENT No. 10 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 11, 2018 the "Agreement"), between the City of Santa Fe (the "City") and Universal Protection Service, LP d/b/a Allied Universal Security Services (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 professional security services for the City of Santa Fe.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES

Article 1 of the Agreement, as described in Exhibit A, is amended to add: I. One (1) Level 2 Security Officer, one (1) HELIAUS Cell Phone, and one (1) Vehicle; twenty-four hours a day, seven days per week; for a three month term (October-December) for service at the following City Parks:

East and West De Vargas Park, Salvador Perez Park, General Franklin Miles Park, Herb Martinez Park, Las Acequias Park, SWAN Park and the Santa Fe Railyard Park; II. One (1) Level 2 Security Officer, one (1) HELIAUS Cell Phone, and one (1) Vehicle; sixteen hours per day, seven days per week; for a two month term (November-December) for service at the Salvation Army and Pete's Place Shelters as quoted by Allied Universal Security, the details of which can be seen on Exhibit A,

so that Article 1 reads as follows:

A. The Contractor shall provide scope of services as defined in Exhibit A - Scope of Services, Amendment #10.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of seventy eight thousand, six hundred, ninety two dollars and forty cents (\$78,692.40), plus applicable gross receipts taxes and as described in Exhibit "A" 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 two million seven hundred and seventy eight, three hundred and four dollars and five cents (\$2,872,130.85), plus applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate identified:

Item	Hourly Rate	Holiday Rate
SF University of Art and Design Patrol Vehicle	\$ 6.00	\$ 6.00
Patrol Vehicle	\$ 6.81	\$ 6.81
Level 1 Security Officer	\$ 19.67	\$ 29.50
Level 2 Security Officer	\$ 20.79	\$ 31.18
Level 3 Security Officer	\$ 23.11	\$ 34.67
Account Manager	\$ 26.79	\$ 40.18

An additional sum of twenty five thousand dollars (\$25,000.00) is included and shall be encumbered in the event that additional security service is required for emergencies, holidays, or special events.

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. 10 to the City of

Santa Fe Professional Services Agreement as of the dates set forth below.

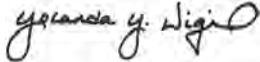
CITY OF SANTA FE:



ALAN WEBBER, MAYOR

Date: Nov 19, 2020

ATTEST:



YOLANDA Y. VIGIL, CITY CLERK

GB Mtg 10/28/2020 GC
GC

CITY ATTORNEY'S OFFICE:



Marcos Martinez (Oct 19, 2020 08:02 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED AS TO BUDGET:



MARY MCCOY, FINANCE DIRECTOR

Business Unit/Line Item: VAROUS 5150403.572970


AL

CONTRACTOR:

Universal Protection Service, LP d/b/a Allied
Universal Security Services



NAME

TITLE

Date: 10/19/20

CRS #: 03-282745-00-08

Business License: 20-110418

**CITY OF SANTA FE
AMENDMENT No. 11 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM# 18-0552**

AMENDMENT No. 11 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 11, 2018 (the "Agreement"), between the City of Santa Fe (the "City") and Universal Protection Service, LP d/b/a Allied Universal Security Services (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 professional security services for the City of Santa Fe.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES

Article 1 of the Agreement, as described in Exhibit A, is amended to add: I. One (1) Level 3 Security Officer and one (1) HELIAUS Cellphone for the Santa Fe Plaza (\$144,279.68); II. Eighty (80) additional hours and an hourly rate increase to \$29.47 for the Santa Fe Account Manager (\$5,574.40); III. A sum of \$25,000.00 shall be added to the 'unforeseen cost overruns' (\$25,000.00) as quoted by Allied Universal Security the details of which can be seen on Exhibit A, so that Article I reads as follows:

A. The Contractor shall provide scope of services as defined in Exhibit A – Scope of Services, Amendment #11.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total one hundred and seventy four, eight hundred and fifty four dollars and eight cents (\$174,854.08), plus applicable gross receipts taxes and as described in Exhibit "B" 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 three million, four-six thousand, nine hundred and eighty-four dollars and ninety-three cents (\$3,046,984.93), plus applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate identified:

Item	Hourly Rate	Holiday Rate
SF University of Art and Design Patrol Vehicle	\$ 6.00	\$ 6.00
Patrol Vehicle	\$ 6.81	\$ 6.81
Level 1 Security Officer	\$ 19.67	\$ 29.50
Level 2 Security Officer	\$ 20.79	\$ 31.18
Level 3 Security Officer	\$ 23.11	\$ 34.67
Account Manager	\$ 29.47	\$ 44.21

An additional sum of twenty five thousand dollars (\$50,000.00) is included and shall be encumbered in the event that additional security service is required for emergencies, holidays, or special events.

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. 11 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

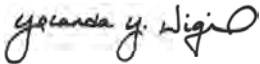
CITY OF SANTA FE:



ALAN WEBBER, MAYOR

Date: Nov 4, 2020

ATTEST:



YOLANDA Y. VIGIL, CITY CLERK

GB Mtg 10/28/2020 GC
GC

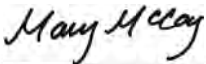
CITY ATTORNEY'S OFFICE:



Marcos Martinez (Oct 22, 2020 13:27 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED AS TO BUDGET:



MARY MCCOY, FINANCE DIRECTOR

Business Unit/Line Item: 1001001.510310

CONTRACTOR:

Universal Protection Service, LP d/b/a Allied
Universal Security Services



NAME



TITLE

Date: 10/24/20

CRS #: 03-282745-00-08

Business License: 20-110418

**CITY OF SANTA FE
AMENDMENT No. 12 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM# 18-0552**

AMENDMENT No. 12 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 11, 2018 the "Agreement"), between the City of Santa Fe (the "City") and Universal Protection Service, LP d/b/a Allied Universal Security Services (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 professional security services for the City of Santa Fe.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES

Article 1 of the Agreement, as described in Exhibit A, is amended to add: The Sites, Schedules, Hours, Guard Levels, and Scope of Services may be altered as needed to meet the diverse demands of security throughout the City. These changes may not cause the total Compensation included in this Agreement to increase. Any such changes to the Scope of Services shall only be made by the Public Works Property Maintenance Manager in conjunction with Allied Securities Santa Fe Account Manager or other pre-authorized representatives.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of

compensation by a total of sixty thousand dollars and zero cents (\$60,000.00), plus applicable gross receipts taxes 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 three million, one hundred and six thousand, nine hundred eighty-four dollars and ninety-three cents (\$3,106,984.93), plus applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate identified:

Item	Hourly Rate	Holiday Rate
SF University of Art and Design Patrol Vehicle	\$ 6.00	\$ 6.00
Patrol Vehicle	\$ 6.81	\$ 6.81
Level 1 Security Officer	\$ 19.67	\$ 29.50
Level 2 Security Officer	\$ 20.79	\$ 31.18
Level 3 Security Officer	\$ 23.11	\$ 34.67
Account Manager	\$ 29.47	\$ 44.21

An additional sum of sixty thousand dollars (\$60,000.00) shall be added as an unforeseen cost overrun. In the event that additional security service is required for emergencies, holidays, or special events that exceeds the deliverable amount in this Agreement, the City, at its discretion, may agree to pay additional Compensation to the Contractor to cover such additional security services.

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. 12 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:



ALAN WEBBER, MAYOR

Date: Mar 15, 2021

ATTEST:



YOLANDA Y. VIGIL, CITY CLERK

GB MTG 03/10/2021

CITY ATTORNEY'S OFFICE:



Marcos Martinez (Dec 21, 2020 12:59 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED AS TO BUDGET:



MARY MCCOY, FINANCE DIRECTOR

Business Unit/Line Item: Various

CONTRACTOR:

Universal Protection Service, LP d/b/a Allied
Universal Security Services



NAME : Steve Claton

President

TITLE

Date: 1/6/21

CRS #: 03-282745-00-08

Business License: 20-110418



City of Santa Fe

Treasury Department

200 Lincoln Ave.

Santa Fe, New Mexico 87504-0909

505-955-6551

BUSINESS REGISTRATION

Business Name: ALLIED UNIVERSAL SECURITY SERVICES LP
DBA: ALLIED UNIVERSAL SECURITY SERVICES LP

Business Location: SF COUNTY
SANTA FE, NM 87501

CRS Number: 030204360004

Owner: ALLIED UNIVERSAL SECURITY SERVICES LP

License Number: 225559

License Type: Business License - Renewable

Issued Date: March 18, 2020

Classification: Out of Jurisdiction Business License

Expiration Date: December 31, 2020

Fees Paid: \$10.00

ALLIED UNIVERSAL SECURITY SERVICES LP
PO BOX 8000
MONSEY, NY 10952

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

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

TO BE POSTED IN A CONSPICUOUS PLACE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/09/2021

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 1717 Arch Street Philadelphia, PA 19103 Attn: Philadelphia.certs@marsh.com / Fax: (212) 948-0360		CONTACT NAME: ... PHONE (A/C, No. Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____	
CN118025105-ALL-STAND-21-22		INSURER(S) AFFORDING COVERAGE	
INSURED Allied Universal Topco, LLC (See Attached for Additional Named Insureds) 161 Washington Street, Suite 600 Conshohocken, PA 19428		NAIC # INSURER A : Lexington Insurance Company 19437 INSURER B : Greenwich Insurance Company 22322 INSURER C : XL Insurance America 24554 INSURER D : Indian Harbor Insurance Company 36940 INSURER E : N/A N/A INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CLE-006279155-19 **REVISION NUMBER:** 8

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIABILITY <input checked="" type="checkbox"/> SIR \$1,750,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			082695264	01/01/2021	01/01/2022	EACH OCCURRENCE \$ 10,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 10,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			RAD9437818-04	01/01/2021	01/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
D	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			RES943799401 'EXCESS OF GENERAL LIABILITY	01/01/2021	01/01/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	RWD3001203-05(AOS) RWR3001204-05(WI)	01/01/2021 01/01/2021	01/01/2022 01/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 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 is included as additional insured where required by written contract with respect to General Liability and Auto Liability. Liability coverage shall be primary and non-contributory where required by written contract. Waiver of subrogation is applicable where required by written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Santa Fe Attn: J. Sam Burnett 2651 Siringo Rd, Bldg E Santa Fe, NM 87505	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. Manashi Mukherjee <i>Manashi Mukherjee</i>
---	--

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CITY OF SANTA FE RFP PROCUREMENT CHECKLIST

Contractor Name:
Allied Universal Security

Procurement Title:
Contract Amendment #13 with Allied Universal Security, Inc

Solicitation RFP#: 18/35/P

Department Requesting/Staff Member:
Public Works Department. Sam Burnett, Property Maintenance Manager

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

- | | | |
|-------------------------------------|-------------------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Approved Procurement Checklist (by Purchasing) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Departments Recommendation of Award Memo addressed to Finance |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Evaluation Committee Report |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | BAR |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | FIR |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Contract, Agreement or Amendment – How does Purchasing staff verify the contract has been approved to form by City Attorney? |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Current Business Registration and CRS numbers on contract or agreement |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Summary of Contract |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Certificate of Insurance |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Other: _____ |

J Sam Burnett, Public Works Property Maintenance Manager
Department Rep Printed Name and Title


Department Rep Signature attesting that all information included

Fran Duraway (May 13, 2018 09:49 MDT)

Purchasing Officer attesting that all information is reviewed

REQUIRED DOCUMENTS FOR RFP FILE*

YES N/A

- | | | |
|--------------------------|-------------------------------------|--|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Final RFP Document |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Copy of legal solicitation published in the newspaper, website, etc. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | All addendums |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Plan holders list |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Copies of all RFP submittals |

*

- | | | |
|--------------------------|-------------------------------------|--|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Complete evaluation score sheets |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Non-Responsive/Non-Responsibility Form and correspondence or letters from Department to vendor regarding disqualifications |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Oral presentations (sign-in sheets, presentation materials, etc.) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Documentation sent to Proponents/Offerors and responses received regarding clarifications, decisions, negotiations, and/or best and final offers, etc. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Reference Reviews/Reference Check Questionnaires |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Pricing evaluation |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Final overall evaluation matrix or summary of evaluator scores |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Other: _____ |

AWARD*

YES N/A

- | | | |
|--------------------------|-------------------------------------|--|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Fully executed Memo to Committees from the Department with recommendation of award |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Winning proposal (this is a copy that has all confidential/proprietary information excluded) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Contract Award Notice |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Email or notification sent to all Proponent(s)/Offerors that award was made |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Waiver or "No Action Taken" from Procurement Office |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | If IFB and not awarded to lowest responsive, responsible bidder; written explanation |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Other: _____ |

DISCLOSURES*

YES N/A

Contractor Disclosures & Conflicts of Interest

- | | | |
|--------------------------|-------------------------------------|---|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Disclosures & Conflicts of Interest Form(s) (winning proponent(s)/offeror(s)) |
|--------------------------|-------------------------------------|---|

Contractor –Conflicts of Interest

- | | | |
|--------------------------|-------------------------------------|--|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Purchasing Office Letter or e-mail to designated individual regarding potential conflict |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Conflict of Interest Form signed by all parties |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Letter from Procurement Office regarding the potential conflict |

Subcontractor Disclosures

- | | | |
|--------------------------|-------------------------------------|--|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Disclosures & Conflicts of Interest form of Subcontractor(s) |
|--------------------------|-------------------------------------|--|

Subcontractor –Conflicts of Interest

- | | | |
|--------------------------|-------------------------------------|--|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Purchasing Officer Letter or email to designated individual regarding potential conflict |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Conflict of Interest form signed by all parties |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Letter from Legal Office regarding the potential conflict |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Other: _____ |

CONTRACT*

YES N/A

- | | | |
|-------------------------------------|--------------------------|---|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Copy of Executed Contract |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Copy of all documentation presented to the Committees |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Finalized Council Committee Minutes |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Other: _____ |

MISCELLANEOUS FILE*

YES N/A

- | | | |
|--------------------------|-------------------------------------|---------------------------|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Local Preference Form |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | New Mexico Residence Form |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 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	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Documentation from protester filed with the Purchasing Office
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Letter from Department to Purchasing Office Providing response to protest
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Letter from Purchasing Officer to protester and Department on final outcome
<input type="checkbox"/>	<input checked="" type="checkbox"/>	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	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Original proposal (s) with no redactions

J Sam Burnett, Public Works Property Maintenance Manager

Department Rep Printed Name and Title



Department Rep Signature attesting that all information included



City of Santa Fe Summary of Contracts, Agreements, & Amendments

Section to be completed by department for each contract or contract amendment

- 1 **FOR:** ORIGINAL CONTRACT or CONTRACT AMENDMENT
- 2 Name of Contractor UNIVERSAL PROTECTION SERVICE, LP/DBA ALLIED UNIVERSAL SECURITY SERVICE
- 3 Complete information requested Plus GRT
 Inclusive of GRT

Original Contract Amount: \$556,546.76

Termination Date: June 30, 2019

Approved by Council Date: June 11, 2018

or by City Manager Date: _____

Contract is for: Professional security services for City Facilities

Amendment # 13 to the Original Contract# 18-0552

Increase/(Decrease) Amount \$ \$1,570,498.68

Extend Termination Date to: N/A

Approved by Council PENDING

or by City Manager Date: _____

Increase the contract total by to provide security services at the Santa Fe Railyard.

Amendment is for:

- 4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments) Plus GRT
 Inclusive of GRT

Amount \$ 556,546.76 of original Contract# 1 Termination Date: 6/30/2019

Reason: Original Contract

Amount \$ 33,703.28 amendment # 2 Termination Date: 6/30/2019

Reason: Add hrs and service location

Amount \$ 0.00 amendment # 3 Termination Date: 6/30/2019

Reason: Add Performance Requirements and Contract Liquidated Damages

Amount \$ 56,020.48 amendment # 4 Termination Date: 6/30/2019

Reason: Add SFUAD location

Amount \$ 145,876.64 amendment # 5 Termination Date: 6/30/2019

Reason: Add additional hours at SFUAD

Amount \$ 21,821.06 amendment # 6 Termination Date: 6/30/2019

Reason: Add additional hours at Santa Fe Regional Airport



City of Santa Fe Summary of Contracts, Agreements, & Amendments

Amount \$ -14,498.56 amendment # 7 Termination Date: 6/30/2019
Reason: Remove City Hall post

Amount \$ 930,694.98 amendment # 8 Termination Date: 6/30/2022
Reason: Extend contract Term

Amount \$ 88,927.04 amendment # 9 Termination Date: 6/30/2022
Reason: Add services at the Santa Fe Railyard

Amount \$ 78,692.40 amendment # 10 Termination Date: 6/30/2022
Reason: Add services at Parks and Shelters

Amount \$ 174,854.08 amendment # 11 Termination Date: 6/30/2022
Reason: Add services at the Santa Fe Plaza

Total of Original Contract plus all amendments: \$ \$3,046,984.93

Amount \$ 60,000.00 amendment # 12 Termination Date: 6/30/2022
Reason: Add flexibility to services

Total of Original Contract plus all amendments: \$ \$3,106,984.93

Amount \$ 1,570,498.68 amendment # 13 Termination Date: 6/30/2022
Reason: Add flexibility to services

Total of Original Contract plus all amendments: \$ \$4,460,466.74

5 Procurement Method of Original Contract: (complete one of the lines)

RFP# 18/35/P Date: March 13, 2018

RFQ _____ Date: _____

Sole Source _____ Date: _____

Other _____

6 Procurement History: Third year of up to a 4-year contract
example: (First year of 4 year contract)


Fran Dunaway (May 13, 2021 09:49 MDT)

Purchasing Officer Review

Comments or Exceptions: _____

7 Funding Source: _____ **BU/Line Item:** Various


Andy Hopkins (May 13, 2021 09:28 MDT)

Budget Officer Approval

Comments or Exceptions: _____

8 Any out-of-the ordinary or unusual issues or concerns:

None
(Memo may be attached to explain detail.)



City of Santa Fe Summary of Contracts, Agreements, & Amendments

9 **Staff Contact who completed this form:** Sam Burnett

Phone # 505-795-2491

10 **Certificate of Insurance attached.** (if original Contract)

Submit to City Attorney for review/signature

Forward to Finance Director for review/signature

Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).

To be recorded by City Clerk:

Contract # 18-0552

Date of contract Executed (i.e., signed by all parties): _____

Note: If further information needs to be included, attach a separate memo.

Comments:



Santa Fe Metropolitan Planning Organization



DATE: June 1st, 2021

TO: Finance Committee/City Council

VIA: Elias S. Isaacson, Director Planning and Land Use Department *E S*

FROM: Erick J. Aune, MPO Officer (ejane@santafenm.gov) *EJA*

RE: Santa Fe MPO: The Approval of Award and Acceptance of Reoccurring Federal Planning Funding Section 112 (FHWA) and Section 5303 (FTA)

ITEM & ISSUE

The New Mexico Department of Transportation (NMDOT) administers and authorizes these reoccurring federal transportation planning funds annually to the Santa Fe Metropolitan Planning Organization (MPO) for operating expenses. Total Federal Fiscal Year grant revenue funds detailed below equal **\$356,594**.

Federal Fiscal Year 2021 funds totaling **\$267,203** including cash match of 14.56% are from the Federal Highway Administration (FHWA). The City of Santa Fe as fiscal agent provides the required local match of **\$38,905** of which 30% is reimbursed by Santa Fe County.

The Federal Fiscal Year 2021 and Federal Fiscal Year 2019 Carryover Section 5303 grant funds totaling **\$89,391** including local match of 20% are from the Federal Transit Authority (FTA). The City of Santa Fe as fiscal agent provides the required local match of **\$17,878** of which 30% is reimbursed by Santa Fe County.

The local match is supported by the ½% GRT Income Fund. MPO expenses are invoiced, approved by Finance, and submitted quarterly to NMDOT for reimbursement. The Business Unit for the Section 112 and 5303 Grants is 2334800.

Please see attached documentation:

1. FFY21 Federal Budget Sources Spreadsheet
 2. FFY21 Section 112 Work Authorization/ Notice to Proceed Letter
 3. FFY 1 Section 5303 Award Letter
 4. Summary of Contracts
 5. FIR Form
 6. BAR for the funding increase.
 7. Section 112 Federal Contract
 8. Section 5303 Federal Contract
-

ACTION REQUIRED

Please approve the acceptance of Section 112 and Section 5303 federal transportation planning funds for the Santa Fe Metropolitan Planning Organization.

FFY2021	Federal Funds	Local Match 14.56%	Total
FFY 2021 (Section 112) FHWA	\$ 228,298.00	\$ 38,905.00	\$267,203.00
FFY 2021 (Section 112) Total Funding	\$ 228,298.00	\$ 38,905.00	\$267,203.00
	Federal Funds	Local Match 20%	Total
FFY 2021 (Section 5303) FTA	\$ 71,513.00	\$ 17,878.00	\$ 89,391.00
FFY 2021 (Section 5303) Total Funding	\$ 71,513.00	\$ 17,878.00	\$ 89,391.00
FFY 2021: TOTAL PROGRAM FUNDS	\$ 299,811.00	\$ 56,783.00	\$356,594.00



Notice to Proceed

September 30, 2020

Mr. Erick Aune
Santa Fe Metropolitan Planning Organization
500 Market St., Ste. 200
PO Box 909
Santa Fe, NM 87504
Via Email: ejaune@santafenm.gov

RE: Notice to Proceed (NTP) for Santa Fe Metropolitan Planning Organization FFY2021-2022 Unified Planning Work Program

Dear Mr. Aune:

This letter authorizes the City of Santa Fe to seek reimbursement from the New Mexico Department of Transportation (NMDOT) for the FFY2021-2022 Unified Planning Work Program of the Santa Fe Metropolitan Planning Organization (SFMPO). The total authorized amount for FFY21 is shown below.

Contract/Cooperative Agreement No	D16022
Project/Control No	P521030
Vendor No	54360

NTP Amount TOTAL	\$267,203
Federal Amount	\$228,298
Local Match Amount	\$38,905

This NTP is effective October 1, 2020 and terminates on September 30, 2022. If you have any questions, please contact Joseph Moriarty, NMDOT Government to Government Liaison, at 505-470-8143 or joseph.moriarty@state.nm.us.

Sincerely,

Jessica Griffin, Acting Director
NMDOT Planning Division

Attachment: Federal Award Identification Information

**Michelle Lujan
Grisham**
Governor

Michael R. Sandoval
Cabinet Secretary

Commissioners

Jennifer Sandoval
Commissioner, Vice-Chairman
District 1

Bruce Ellis
Commissioner
District 2

Hilma E. Chynoweth
Commissioner
District 3

Walter G. Adams
Commissioner, Chairman
District 4

Thomas C. Taylor
Commissioner
District 5

Charles Lundstrom
Commissioner, Secretary
District 6

Cc Via Email: Rosa Kozub, NMDOT Gov't to Gov't Unit Supervisor
Geraldine Sanchez, NMDOT MPPB Management Analyst
Joseph Moriarty, NMDOT Gov't to Gov't Liaison
Christina Lucero, NMDOT Procurement

Attachment

Federal Award Identification Information (2 CFR § 200.331)

(i) Sub-recipient name (which must match the name associated with its unique entity identifier)	City of Santa Fe
(ii) Sub-recipient's unique entity identifier (DUNS)	069420818
(iii) Federal Award Identification Number (FAIN)	Information not available on Federal Form
(iv) Federal Award Date of award to the recipient by the Federal Agency	9/22/2020
(v) Sub-award Period of Performance Start and End Date	Please see the date range on the Notice to Proceed letter
(vi) Amount of Federal Funds Obligated by this action by the pass-through entity to the sub-recipient	\$228,298 (Advanced Construction Funds)
(vii) Total Amount of Federal Funds Obligated to the sub-recipient 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 sub-recipient 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)	Santa Fe MPO FFY21/FFY22 Unified Planning Work Program
(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 Joseph Moriarty 505-470-8143 joseph.moriarty@state.nm.us P.O. Box 1149, Santa Fe, NM 87504
(xi) CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement	20.205, Highway Planning and Construction
(xii) Identification of whether the award is R&D; and	N/A
(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



New Mexico DEPARTMENT OF
TRANSPORTATION
MOBILITY FOR EVERYONE

October 19, 2020

Mr. Erick Aune
MPO Officer
Santa Fe Metropolitan Planning Organization
P.O. Box 909
Santa Fe, New Mexico 87504-0909

RE: Award Letter for Federal Fiscal Year (FFY) 2021 Federal Transit Administration (FTA) Section 5303 MPO Funds

Dear Mr. Aune:

The 2021 FTA Section 5303 funding level for the Santa Fe MPO is \$71,513.00 under Memorandum of Agreement #M01628. The match required from the MPO is \$17,878.25. Please invoice the NMDOT quarterly, starting after December 31, 2020 for these funds that began on October 1, 2020.

Original invoices and quarterly reports should be sent to the following:

Gabrielle Chavez
New Mexico Department of Transportation
Transit and Rail Division, SB-4
P.O. Box 1149
Santa Fe, New Mexico 87504-1149

A copy of invoices and quarterly reports should be sent to your contacts at the New Mexico Department of Transportation's Government to Government Unit.

Pursuant to the reporting requirements of 2 CFR Section 200.331 for pass-through entities, please see the enclosed Attachment A.

Please contact Gabrielle Chavez at 505-469-4413 if you have questions on the Department's processes for FTA Section 5303 funding.

Sincerely,

Kevin Olinger
Transit Bureau Chief, Transit and Rail Division
New Mexico Department of Transportation

CC:
Tony Ogboli, FTA
Luci Nears, FTA
Rosa Kozub, AICP, NMDOT
Gabrielle Chavez, NMDOT

**Michelle Lujan
Grisham**
Governor

Michael R. Sandoval
Cabinet Secretary

Commissioners

Jennifer Sandoval
Commissioner, Vice-Chairman
District 1

Bruce Ellis
Commissioner
District 2

Hilma E. Chynoweth
Commissioner
District 3

Walter G. Adams
Commissioner, Chairman
District 4

Thomas C. Taylor
Commissioner
District 5

Charles Lundstrom
Commissioner, Secretary
District 6

ATTACHMENT A-1

\$200.331 Requirements for pass-through entities.

All pass-through entities must:

Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward. Required information includes:

Federal Award Identification.

(i) Subrecipient name (which must match the name associated with its unique entity identifier);	Santa Fe, City of
(ii) Subrecipient's unique entity identifier (DUNS);	069420818
(iii) Federal Award Identification Number (FAIN);	TBD
(iv) Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;	6/3/2020
(v) Subaward Period of Performance Start and End Date;	10-01-2020 thru 09-30-2021
(vi) Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient;	\$71,513
(vii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation;	\$71,513
(viii) Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;	\$71,513
(ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	FY20 5303 and 5304 Statewide and Metropolitan and Planning Appropriation for FY21 Program Funding Award
(x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity;	Federal Transit Administration, New Mexico Department of Transportation David Harris - 505 - 699-4350, DavidC.Harris@state.nm.us P.O. Box 1149 Santa Fe, NM 87501-1149
(xi) CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;	20505
(xii) Identification of whether the award is R&D; and	No R&D
(xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).	N/A



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3202718

Contractor: NMDOT via FHWA and FTA

Description: **Approval of federal grant revenue funds -FFY19-22 NMDOT and Santa Fe MPO Contract #M01628 and Cooperative Agreement Contract #D16022 totaling \$356,594**

Contract Agreement Lease / Rent Amendment

Term Start Date: Oct 1st 2018 Term End Date: Sept 30th 2022

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)

Contracts #M01628 and #D16022 are set up to enable the City to receive annual funding amounts from federal planning grants over federal fiscal years 2019-2022

3. **Procurement History:** _____

Fran D. Saway
Fran D. Saway (May 19, 2021 15:06 MDT)

May 19, 2021

Purchasing Officer Review: _____ Date: _____

Comment & Exceptions: no procurement

4. **Funding Source:** Project Code MPO192303/ORG 2334800 **Org / Object:** 2334800.VARIOUS **BAR attached**

Andy Hopkins
Andy Hopkins (May 18, 2021 13:41 MDT)

May 18, 2021

Budget Officer Approval: _____ Date: _____

Comment & Exceptions: _____

Staff Contact who completed this form: Erick Aune Phone # 505.330.8483

Email: ejaune@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

Log # (Finance use only):	
Journal # (Finance use only):	

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

DEPARTMENT / DIVISION NAME					DATE	
Land Use and Planning/Metropolitan Planning Organization					6/1/2020	
ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE	
EXPENDITURES				<i>(enter as positive #)</i>	<i>(enter as negative #)</i>	
Salaries	2334800	500110	MPO1923302	\$140,325		
Professional Contracts	2334800	510300	MPO1923302	\$40,218		
Other Consulting	2334800	510340	MPO1923302	\$15,360		
Office Supplies	2334800	530100	MPO1923302	\$624		
Printing/Publishing	2334800	561800	MPO1923302	\$8,640.00		
Rep& Maint Furn/Fix/Equip	2334800	520300	MPO1923302	\$675		
BooksSubscriptions/Periodicals	2334800	530700	MPO1923302	\$1,000		
Out of State Per Diem	2334800	560200	MPO1923302	\$3,280		
Out of State Transportation	2334800	560500	MPO1923302	\$3,656		
In State Per Diem	2334800	560250	MPO1923302	\$680		
In State Transportation	2334800	560550	MPO1923302	\$480		
Operating Supplies	2334800	530200	MPO1923302	\$5,400		
Dues	2334800	561900	MPO1923302	\$1,200		
Food	2234800	530400	MPO1923302	\$400		
Registration	2334800	560700	MPO1923302	\$6,360		
Salaries	2334800	500110	MPO1923303	\$42,564		
Professional Contracts	2334800	510300	MPO1923303	\$17,260		
Other Consulting	2334800	510340	MPO1923303	\$4,340		
Office Supplies	2334800	530100	MPO1923303	\$156		
Printing/Publishing	2334800	561800	MPO1923303	\$2,160		
Rep& Maint Furn/Fix/Equip	2334800	520300	MPO1923303	\$169		
BooksSubscriptions/Periodicals	2334800	530700	MPO1923303	\$250		
Out of State Per Diem	2334800	560200	MPO1923303	\$820		
Out of State Transportation	2334800	560500	MPO1923303	\$664		
In State Per Diem	2334800	560250	MPO1923303	\$170		
In State Transportation	2334800	560550	MPO1923303	\$120		
Operating Supplies	2334800	530200	MPO1923303	\$1,600		
Dues	2334800	561900	MPO1923303	\$300		
Food	2334800	530400	MPO1923303	\$100		
Registration	2334800	560700	MPO1923303	\$840		
REVENUES				<i>(enter as negative #)</i>	<i>(enter as positive #)</i>	
NM Hwy & Trans Dept-IFT	2334800	490740	MPO192302	-\$228,298		
NM Hwy & Trans Dept-IFT	2334800	490740	MPO192303	-\$71,513		
JUSTIFICATION: (use additional page if needed) --Attach supporting documentation/memo				-\$299,811	\$	-

The Santa Fe MPO received authorization to expend FFY21 federal transportation planning funds. The total federal award of \$299,811 requires a local match of \$56,783 (this is split 70% City & 30% County reimbursed). Local match was transferred into fund on July 1st, 2020. The MPO is funded by two federal grants: Sec 112 FHWA 80% and Sec 5303 FTA 20%

<i>(Complete section below if BAR results in a net change to ANY Fund)</i>	
Fund(s) Affected	Fund Balance Increase/(Decrease)
TOTAL:	0

Prepared By (print name)	Date	(Use this form for Finance Committee/ City Council agenda items ONLY)	<i>Andy Hopkins</i>	Date
		CITY COUNCIL APPROVAL	Budget Officer	
<i>Erick Aune</i>	5/12/2021	City Council Approval Date	N/A	
Division Director Signature (optional)	Date	Approval Date	Finance Director (<= \$5,000)	Date
			N/A	
<i>Ellie Isaacson</i>	5/12/2021	Agenda Item #:	N/A	
Department Director Signature	Date		City Manager (<= \$60,000)	Date

ITEM # 18-1055

FEDERAL FISCAL YEAR 2019 - 2022

Contract # M01628

MEMORANDUM OF AGREEMENT

Vendor # 0000051360

BETWEEN

THE NEW MEXICO DEPARTMENT OF TRANSPORTATION

AND

SANTA FE METROPOLITAN PLANNING ORGANIZATION

This Agreement is between the STATE OF NEW MEXICO, acting through its DEPARTMENT OF TRANSPORTATION, Transit and Rail Division, (Department), and the SANTA FE METROPOLITAN PLANNING ORGANIZATION (MPO). This Agreement is effective as of the date of the last party to sign it on the signature page below.

RECITALS

Whereas, 49 U.S.C. Section 5303, authorizes federal assistance from the Federal Transit Administration (FTA) for multimodal transportation planning in metropolitan areas that is cooperative, continuous, and comprehensive, resulting in long-range transportation plans and short-range programs of transportation investment priority (Program);

Whereas, the Governor of New Mexico has designated the Department to receive and administer the federal funds under this program;

Whereas, the Department and the MPO have long worked together in transportation planning that involved Section 5303 funds and they want to continue; and

Now, therefore, pursuant to Section 67-3-69 NMSA 1978, the parties agree as follows:

1. Program.

The MPO shall develop and implement a biennial Unified Planning Work Program (UPWP) to identify specific tasks, with detailed scopes of work and funding estimates, related to transportation planning and programs. The UPWP is subject to the approval of the Department and the FTA. A copy of the UPWP is on file with the Department and the MPO.

The MPO shall comply with all applicable provisions of 49 USC Section 5303, specifically sections (i) through (j), which requires development and implementation of additional transportation plans and identifies the planning process, a performance-based approach to plan development as well as requirements for public notification and involvement. A copy of each additional plan is on file with the Department and the MPO.

Additional requirements are highlighted in the attached **Exhibit A**, Program Requirements.

2. Funding.

Funding is determined annually by the FTA, the Department and the MPO, which has a 20% funding match requirement. The Department upon consultation with the MPO will select specific tasks from the UPWP to fund and identify the amount for each task. Prior to the start of funding period, the Department will mail to the MPO a Work Authorization that identifies the tasks to be performed, the funding for each task and the local match requirement.

Funding is provided by FTA, Catalog of Federal Domestic Assistance (CFDA) Number 20.505. State funds will not be earmarked or disbursed to fund the Tasks. The Department shall not be responsible for any other costs incurred by the MPO. The MPO shall take all actions necessary to fund its share of the Program.

3. Method of Payment.

With federal funds, the Department shall reimburse the MPO for 80% of the eligible expenses. Invoices shall be submitted quarterly, to the Department's Transit and Rail Division by the 25th day of the quarter following the close of the invoice period. Invoices shall be certified by the MPO that they accurately reflect work completed, amount due and include the Work Authorization number, remaining work authorization balance, control and/or contract number. All expenses must be actual rather than estimated and must be listed on the invoices as charged. Only those expenses properly documented with sufficient documentation as determined and/or approved by the Department, indicating that expenses have been paid, will be reimbursed.

4. Eligible Costs.

Eligible Costs are those costs attributable to and allowed under the Program and the provisions of 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Awards. Costs incurred by the MPO prior to the effective date of this Agreement or subsequent to the termination date shall not be eligible for reimbursement as Program costs

5. State General Appropriation Funds Not Obligated.

Nothing in this Agreement shall be construed as obligating state general appropriation funds for payment of any debt or liability arising under this Agreement. The parties expressly acknowledge that all payments made under this Agreement are from federal funds appropriated for these purposes.

6. Term.

This Agreement becomes effective upon the signature of all parties. The effective date is the date the last party signed the Agreement on the signature page below. All costs incurred under this agreement from October 1, 2018 to September 30, 2022 may be reimbursed. This Agreement shall expire September 30, 2022.

7. Termination for Convenience or Cause.

The Department has the option to terminate this Agreement if the MPO fails to comply with any provision. A written notice of termination shall be given at least thirty (30) days prior to the intended date of termination and shall identify all of the MPO breaches on which the termination is based.

The Department may provide the MPO a reasonable opportunity to correct the breach. If within ten (10) days after receipt of a written notice of termination, the MPO has not corrected the breach or, in the case of a breach which cannot be corrected in ten (10) days, the MPO has not begun and proceeded in good faith to correct the breach, the Department may declare the MPO in default and terminate the Agreement. The Department shall retain any and all other remedies available to it under the law.

8. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the Congress of the United States. If sufficient appropriations and authorizations are not made, this Agreement shall terminate upon written notice from the Department to the MPO. The Department's decision as to whether sufficient appropriations are available shall be accepted by the MPO and shall be final.

9. Termination Management, Allowable Costs.

In the event of termination, neither party may nullify obligations already incurred for performance or failure to perform. The MPO shall be paid for all the allowable costs incurred prior to the date of termination, subject to audit verification by the Department or its duly authorized representative.

The MPO shall not be paid for any costs incurred that are inconsistent with, or contrary to, the terms and conditions of this Agreement.

10. Breach and Dispute Resolution.

Disputes which cannot be resolved informally by the parties shall be decided in writing by a representative of the Department's Transit and Rail Division. The MPO has ten (10) days from receipt of the decision to file a written appeal with the Transit and Rail Division. Upon appeal, the MPO will be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Transit and Rail Division on appeal shall be binding.

11. New Mexico Tort Claims Act.

As between the Department and the MPO, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, *et seq.*, NMSA 1978. 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 the common law of the New Mexico Tort Claims Act.

12. Retention of Records.

The MPO shall maintain all books, documents, papers, accounting records, reports and other evidence pertaining to costs incurred in the Program for three (3) years after the date of termination or expiration of this Agreement.

13. Access to Records.

The MPO shall grant authorized representatives of the Department, the state and the federal government access to books, documents, papers, reports, and records of the MPO or its subcontractors, which are directly pertinent to this Agreement, for the purpose of making audits, examination excerpts, and transcriptions. The MPO agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The MPO shall reimburse the Department for any expenditure for which it received payment or reimbursement, as applicable, which is disallowed by an audit exception by the Department, the state or federal government

14. Audit.

The MPO shall ensure that an annual audit of the Program based on the MPO's fiscal year shall be conducted pursuant to 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Awards. The MPO, prior to initiation of the audit, shall seek written approval from the Department of the auditing firm. The MPO agrees to provide the Department with a copy of the audit report concerning any portion of the Agreement period as soon as it is released, but in no case later than six months following the close of the local fiscal year. Audit costs are an eligible administrative expense. Should the MPO fail to produce the annual audit, the Department may, at its option, commission such an audit payable out of Program funds.

15. Audit Exceptions.

If federal or state audit exceptions are made, the MPO shall reimburse all costs incurred by the State and the Department associated with defending against the exceptions, which includes but is not limited to costs of performing a new audit or a follow-up audit, court costs, attorneys' fees, travel costs, penalty assessments.

Immediately upon notification from the Department, the MPO shall reimburse the amount of the audit exception and any other related costs directly to the Department. In the notification, the Department may inform the MPO of the Department's election to withhold an amount equal to the payment owed under this Section from any future distribution owed to MPO under this Agreement.

16. Third Party Beneficiaries.

It is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

17. Contracting and Assignment.

The MPO shall not contract any portion of this Agreement without prior written approval of the Department. No such contracting shall relieve the MPO from its obligations and liabilities under this Agreement, nor shall any subcontracting obligate payment from the Department.

Except to a successor in kind, the MPO shall not assign or transfer any interest in this Agreement or assign any claim for money due or to become due under this Agreement without the prior written approval of the Department.

Should subcontract(s) or an assignment be authorized by the Department, the subcontractor(s) and assignor(s) shall be subject to all provisions of this Agreement. It shall be the MPO's responsibility to duly inform the subcontractor(s) and assignor(s) by means of a contract or other legally binding document stipulating responsibility to this Agreement.

Subcontractors and Assignors of FTA funds must meet applicable Disadvantaged Business Enterprise (DBE) Program requirements when funds are used in whole or in part to finance procurements for applicable products and services.

18. No Federal Government Obligation to Third Parties.

The Department and MPO acknowledge and agree that, notwithstanding any concurrence by the federal government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the federal government, the federal government is not a party to this contract and shall not be subject to any obligations or liabilities to the Department, MPO, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The MPO agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by FTA. It further agrees that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

19. Civil Rights Laws and Regulations Compliance.

The MPO shall comply with all federal, state and local laws and ordinances applicable to the work called for under this Agreement.

- A. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, 42 U.S.C. Section 2000d, Section 303 of the Age Discrimination Act of 1975, 42 U.S.C. Section 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. Section 12132, and Federal transit law at 49 U.S.C. Section 5332, the MPO shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. The MPO shall comply with applicable Federal implementing regulations and such other implementing requirements FTA may issue. The Nondiscrimination assurance is attached as Assurance-1.
- B. Equal Employment Opportunity - The following equal employment opportunity requirements apply to this Agreement:
 - 1. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, 42 U.S.C. Section 2000e, and Federal transit laws at 49 U.S.C. Section 5332, the MPO agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Part 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. Section 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of the project. The MPO agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the awarded contractor shall comply with any implementing requirements FTA may issue.
 - 2. Age - In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, 29 U.S.C. Section 623 and Federal transit law at 49 U.S.C. Section 5332, the MPO agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the MPO shall comply with any implementing requirements FTA may issue.

3. Disabilities - In accordance with Section 102 of the Americans with Disabilities Act, 42 U.S.C. Section 12112, the MPO agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the awarded contractor shall comply with any implementing requirements FTA may issue.
- C. The MPO shall include these requirements in each subcontract financed in whole or in part with federal assistance provided by FTA, modified only if necessary to identify the affected parties.
- D. For assistance with a contract clause incorporating the requirements of the new DBE rule in 49 CFR Part 26, contact the FTA at <https://www.transit.dot.gov/funding/procurement/third-party-procurement/contract-clauses>.
- E. The MPO also agrees to include these requirements in each contract financed in whole or in part with federal assistance provided by FTA, modified only if necessary to identify the affected parties.

20. Disadvantaged Business Enterprise (DBE) Policy.

- A. This Agreement is subject to the requirements of 49 CFR Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The Department's proposed overall goal for FTA participation for the 2019 fiscal year is 1.47%, through race-neutral means.
- B. The MPO shall not discriminate on the basis of race, color, national origin, or sex in the performance of the Agreement. The MPO shall carry out applicable requirements of 49 CFR Part 26 in the administration of the Program. Failure by the MPO to carry out these requirements is a material breach of the Agreement, which may result in the termination or other such remedy as the Department deems appropriate. Each contract the MPO signs with a contractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- C. The MPO agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of Contracts and subcontracts financed in whole or in part with Federal funds. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of U.S. DOT assisted contracts. The MPO will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
- D. The MPO is required to pay its contractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the awarded contractor's receipt of payment for that work from the Department.
- E. The MPO must promptly notify the Department, whenever a DBE contractor is terminated or fails to complete its work, and must make good faith efforts to engage another DBE contractor to perform at least the same amount of work. The MPO may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Department.

A MPO of FTA funds must meet applicable DBE requirements when funds are used in whole or in part to finance procurements of and contracts for applicable products and services. A MPO with contracting opportunities must sign and submit a *Disadvantaged Business Enterprise Race-Neutral Implementation Agreement for Federal Transit Administration Subrecipients*, which is attached hereto as **Certification 2**.

21. ADA Access.

The MPO shall comply with 49 U.S.C. Section 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The MPO also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, with 29 U.S.C. Section 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. Sections 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, 42 U.S.C. Sections 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities.

22. Program Fraud and False or Fraudulent Statements or Related Acts.

- A. The MPO acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. Section 3801 *et seq.*, and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this program. The MPO certifies or affirms the truthfulness and accuracy of any statement it makes pertaining to the resultant contract or FTA assisted program for which this work is being performed. The MPO further acknowledges that if it makes, or causes to be made, a false, fictitious or fraudulent claim, statement, submission or certification, the federal government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the MPO to the extent the federal government deems appropriate.
- B. The MPO also acknowledges that if it makes, or causes to be made, a false, fictitious or fraudulent claim, statement, submission or certification to the federal government under a contract connected with a program that is financed in whole or in part with federal assistance originally awarded by FTA under the authority of 49 U.S.C. Section 5307, the federal government reserves the right to impose the penalties of 18 U.S.C. Section 1001 and any other applicable statute on the MPO, to the extent the federal government deems appropriate.
- C. The MPO certifies to abide by these clauses and include the clauses in each subcontract financed in whole or in part with Federal Transit Administration funds. MPO further agrees that these clauses shall not be modified, except to identify the subcontractor subject to its provisions.
- D. All claims for compensation reimbursement and payment of any amounts due pursuant to this Agreement are governed by the Fraud Against Taxpayers Act, NMSA 1978, Sections 44-9-1 through 44-9-14.

23. Lobbying.

An MPO receiving \$100,000 or more of 49 U.S.C. Section 5303 funds shall file the Lobbying Certification required by 49 C.F.R. Part 20, "New Restrictions on Lobbying." The Lobbying Certification is attached as **Certification 3**. The MPO must certify that it has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. Section 1352.

If the MPO hires a third-party contractor, the contractor must provide the Lobbying Certification to the MPO. Each tier below the contractor shall also provide a Lobbying Certification. Such disclosures are forwarded from tier to tier up to the MPO.

24. Officials Not to Benefit.

Neither any member of the New Mexico Legislature nor any member of or delegate to Congress shall be admitted to any share or part of this Agreement or to any benefit that may arise therefrom. The provisions of this clause shall be extended to all public employees, officers, or tribal council members.

25. Energy Conservation.

The MPO agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

26. Clean Water and Air Requirements.

- A. The MPO agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, 33U.S.C. Sections 1251 et seq., and the Clean Air Act, 42 U.S.C. Sections 7401 et seq. The MPO agrees to report each violation to the Department and understands and agrees that the Department will, in turn, report each violation as required to assure notification to FTA and the appropriate United States Environmental Protection Agency Regional Office.
- B. The MPO agrees to include these requirements in each subcontract exceeding \$100,000.00 and financed in whole or in part with federal assistance provided by FTA.

27. Debarment and Suspension.

Executive Order No. 12549, "Debarment and Suspension of Participants in Federal Programs," February 18, 1986, 31 U.S.C. Section 6101 note, as amended by Executive Order No. 12689, "Debarment and Suspension," August 16, 1989 31 U.S.C. Section 6101 note, as implemented by 2 C.F.R. Part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. Part 1200 prohibits FTA MPOs from contracting for goods and services from organizations that have been suspended or debarred from receiving federally-assisted contracts. MPOs shall include the certification and instruction language contained at 2 C.F.R. Part 1200 in all Invitations for Bids and Requests for Proposals (for inclusion by contractors in their bids or proposals) for all contracts expected to equal or exceed \$25,000.00, regardless of the type of contract to be awarded.

The MPO is required to verify that none of the MPO's principals or affiliates are excluded or disqualified as defined, as defined by 2 C.F.R. Part 1200. By signing and submitting this Agreement, the Subrecipient certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Department. If it is later determined that the bidder/MPO or proposer/MPO knowingly rendered an erroneous certification, in addition to remedies available to the Department, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder/MPO or proposer/MPO agrees to comply with the requirements of 2 C.F.R. Part 1200 while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder/MPO or proposer/MPO further agrees to include a provision requiring such compliance in its lower tier covered transactions.

28. Central Contractor Registration Requirements.

Prior to payment of invoices, MPO must register and maintain current registration in the Central Contractor Registration website, <http://www.sam.gov>. Registration requires having a Dun and Bradstreet Data Universal Number (DUNS), see <http://www.dnb.com>. The Department will not provide vehicles, or make payments, until the MPO demonstrates that it is registered with the System for Award Management (SAM) website.

29. Federal Grant Reporting Requirements.

Under the Federal Funding Accountability and Transparency Act, the Department is required to report on projects or activities, which are awarded federal grants of \$25,000 or more. This information will be made available to the public on www.USASpending.gov.

The type of information the Department is required to report includes:

- Name of MPO 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 MPO, which includes the Congressional District
- Place of performance of the program or activity, which includes the Congressional District
- Unique identifier—DUNS—of the MPO and its parent organization, if one exists

- Total compensation and names of the top five executives of the MPO. This information is required, if the MPO 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.

30. Severability.

In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement shall remain in full force and effect.

31. Scope of Agreement.

This Agreement incorporates all of the agreements, covenants, and understandings between the parties concerning the subject matter. 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 become valid or enforceable unless embodied in this Agreement.

32. Applicable Law and Venue; Federal Changes.

The MPO shall comply with all federal, state and local laws, ordinances, rules, warranties, assurances, and regulations applicable to the performance of this Agreement. This includes all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the current Master Agreement by FTA. The MPO shall make as part of this Agreement between the Department and the MPO the assurances and warranties which were signed as part of the grant award. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

33. Incorporation of FTA Terms.

Provisions of this Agreement include, in part, certain Standard Terms and Conditions required by the U.S. DOT. All contractual provisions required by the U.S. DOT, as set forth in FTA Circulars 4220.1F, and 9040.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The MPO shall not perform any act, fail to perform any act, or refuse to comply with any Department request, which would cause the Department to be in violation of FTA terms and conditions, as referenced in the current Federal Transit Administration Master Agreement shall prevail and be the instrument governing the receipt of Federal assistance from the Federal Transit Administration. The Master Agreement can be viewed on the web at <https://www.transit.dot.gov/funding/grantee-resources/sample-fta-agreements/fta-grant-agreements>.

34. Special Notification Requirement for States.

This project is funded in part by a grant from the Federal Transit Administration (FTA). The Catalog of Federal Domestic Assistance (CFDA) number is 20.505.

35. Amendment.

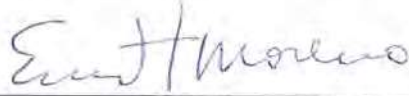
The terms of this Agreement may be altered, modified or amended by an instrument in writing executed by the parties. *Section 1, Program*, details how such changes are to be approved and documented.

In witness whereof, each party is signing this Agreement on the date stated below that party's signature.

New Mexico Department of Transportation

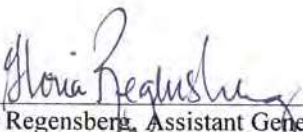
Santa Fe Metropolitan Planning Organization


Tom Church, Cabinet Secretary (or Designee)


Ed Moreno, SFMPO Transportation Policy Board Chair

Date 10/1/18

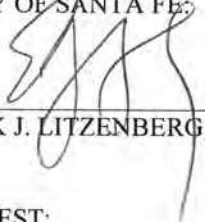
Date 9/11/2018


Gloria Regensberg, Assistant General Counsel

Date 08/28/2018

ACCEPTED BY THE CITY OF SANTA FE AS FISCAL AGENT FOR THE MPO

CITY OF SANTA FE:


ERIK J. LITZENBERG, CITY MANAGER


DATE 9/20/18

ATTEST:


YOLANDA Y. VIGIL, CITY CLERK

DATE 9-26-18

APPROVED AS TO FORM:


ERIN K. MCSHERRY, CITY ATTORNEY

DATE 9/12/18

APPROVED:


MARY T. MCCOY, FINANCE DIRECTOR *MM*

DATE 09/20/18

EXHIBIT A
PROGRAM REQUIREMENTS

In addition to the requirements identified in Section 1, above, and 49 U.S.C. Section 5303 and 2 CFR 200, the MPO shall:

1. Act in the capacity as the designated lead agency for each Task identified in the Unified Planning Work Program (UPWP) and designate a point of contact.
2. Assure the development of the biennial UPWP and each Task.
3. Submit quarterly reports to the Department describing progress on each of the Tasks. Quarterly performance of each Task will be reported relative to the annual requirements as specified in each individual Task.
4. Abide by the annual resolution passed by the MPO Policy Committee approving the biennial UPWP in support of each transit planning Task for the Metropolitan Planning Area.
5. Coordinate activities and the planning processes, as appropriate, with local governments and their bureaus overseeing land use, environmental, economic and transportation planning; RTDs, RTPOs and other MPOs; and the Department's Transit and Rail Division and District Offices.
6. Assure all data collected under this MOA is made available to the Department upon request by the Department.
7. Comply with the New Mexico Open Meetings Act, NMSA 1978, Section 10-15-1, *et. seq.* Notification to the Department's Transit and Rail Division shall be transmitted by E-Mail. Provide for distribution of regular MPO meeting agendas and packets to member entities and to the designated Department Transit and Rail Division liaison not later than seven days prior to each meeting.
8. Develop and implement a Public Involvement Plan (PIP) in consultation with the Department, evaluate and report to the Department on the effectiveness of the PIP in contributing to transportation investment and policy decisions on an annual basis and refine as needed.
9. Designate a point of contact, develop and implement a plan and policies to assure Title VI compliance, maintain required documentation.
10. Develop and assure consistency between the Metropolitan Transportation Plan (MTP), the Transportation Improvement Plan (TIP), the UPWP and annual Performance and Expenditure (P&E) Reports.
11. The MPO shall take action on all written requests to the MPO for all Department changes affecting the TIP.
12. Assure that local entities submit detailed and accurate Project Information Forms, updated as needed to maintain consistency with the current TIP and Statewide Transportation Improvement Plan (STIP) to the Department to facilitate the timely preparation and execution of Local Government Agreements.
13. The Department and Grantee agree to cooperatively develop and share information related to the requirements in 23 CFR 450.314(h). Procedural details are outlined in the Department's Planning Procedures Manual. Requirements in 23 CFR 450.314(h) relate to:
 - i. transportation performance data;
 - ii. the selection of performance targets;
 - iii. the reporting of performance targets;
 - iv. the reporting of performance to be used in tracking critical outcomes for the region of the MPO; and
 - v. the collection of data for the Department's asset management plan for the National Highway System.

**NEW MEXICO DEPARTMENT OF TRANSPORTATION
TRANSIT AND RAIL DIVISION**

**NONDISCRIMINATION ASSURANCE AGREEMENT
FOR
FEDERAL TRANSIT ADMINISTRATION SUBRECIPIENTS**

INTRODUCTION AND INSTRUCTIONS:

Please read the entire Agreement before completing, and do not change or add to the wording of the Agreement. The Agreement is incorporated into and becomes a material part of your contract with NMDOT, and Subrecipients are responsible for complying with the requirements contained therein.

On behalf of this Agreement, the Santa Fe Metropolitan Planning Organization; hereinafter referred to as “MPO” assures that:

1. MPO will comply with the following laws, regulations, and requirements so that no person in the United States will be denied the benefits of, or otherwise be subjected to discrimination in, any U.S. DOT or FTA assisted program or activity (particularly in the level and quality of transportation services and transportation-related benefits) based on race, color, national origin, religion, sex, disability, or age including:

- a. Federal transit laws, specifically 49 U.S.C. § 5332 (prohibiting discrimination based on race, color, religion, national origin, sex (including gender identity), disability, age, employment, or business opportunity),
- b. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d,
- c. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq. (prohibiting discrimination based on race, color, religion, sex, (including gender identity and sexual orientation) or national origin,
- d. Executive Order No. 11246, “Equal Employment Opportunity” September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it in part and is applicable to federal assistance programs,
- e. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq., f. U.S. DOT regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 CFR part 25,
- g. The Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, et seq.,
- h. The Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq.,
- i. U.S. DOT regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964,” 49 CFR part 21,
- j. U.S. DOT regulations, specifically 49 CFR parts 27, 37, 38, and 39, and
- k. Any other applicable federal statutes that may be signed into law, federal regulations that may be issued, or federal requirements that may be imposed.

2. MPO will comply with federal guidance implementing federal nondiscrimination laws, regulations, or requirements, except as FTA determines otherwise in writing.

3. As required by 49 CFR § 21.7:

NONDISCRIMINATION ASSURANCE-1

- a. MPO will comply with 49 U.S.C. § 5332, 42 U.S.C. § 2000d, and 49 CFR part 21 in the manner that:
 - (1) MPO implements its Award,
 - (2) MPO undertakes property acquisitions, and
 - (3) MPO operates all parts of its facilities, as well as its facilities operated in connection with its Award.
- b. This assurance applies to its Award and to all parts of its facilities, as well as its facilities used to implement its Award.
- c. MPO will promptly take the necessary actions to carry out this assurance, including the following:
 - (1) Notifying the public that discrimination complaints about transportation-related services or benefits may be filed with U.S. DOT or FTA Headquarters Office of Civil Rights, and
 - (2) Submitting information about its compliance with these provisions to U.S. DOT or FTA upon their request.
- d. If MPO transfers U.S. DOT or FTA assisted real property, structures, or improvements to another party, any deeds and instruments recording that transfer will contain a covenant running with the land assuring nondiscrimination:
 - (1) While the property is used for the purpose that the federal assistance is extended, or
 - (2) While the property is used for another purpose involving the provision of similar services or benefits.
- e. The United States has a right to seek judicial enforcement of any matter arising under:
 - (1) Title VI of the Civil Rights Act, 42 U.S.C. § 2000d,
 - (2) U.S. DOT regulations, 49 CFR part 21, or
 - (3) This assurance.
- f. MPO will make any changes in its Title VI implementing procedures, as U.S. DOT or FTA may request, to comply with:
 - (1) Title VI of the Civil Rights Act, 42 U.S.C. § 2000d,
 - (2) U.S. DOT regulations, 49 CFR part 21, and
 - (3) Federal transit law, 49 U.S.C. § 5332.
- g. MPO will comply with applicable federal guidance issued to implement federal nondiscrimination requirements, except as FTA determines otherwise in writing.
- h. MPO will extend the requirements of 49 U.S.C. § 5332, 42 U.S.C. § 2000d, and 49 CFR part 21 to each Third Party Participant, including any:
 - (1) Subrecipient,
 - (2) Transferee,
 - (3) Third Party Contractor or Subcontractor at any tier,
 - (4) Successor in Interest,
 - (5) Lessee, or
 - (6) Other Participant in its Award, except FTA and the Applicant (and later, the Recipient).
- i. MPO will include adequate provisions to extend the requirements of 49 U.S.C. § 5332, 42 U.S.C. § 2000d, and 49 CFR part 21 to each third party agreement, including each:
 - (1) Subagreement at any tier,
 - (2) Property transfer agreement,
 - (3) Third party contract or subcontract at any tier,
 - (4) Lease, or

(5) Participation agreement.

j. The assurances you have made on your behalf remain in effect as long as FTA determines appropriate, including, for example, as long as:

- (1) Federal assistance is provided for its Award,
- (2) MPO property acquired or improved with federal assistance is used for a purpose for which the federal assistance is extended, or for a purpose involving similar services or benefits,
- (3) MPO retains ownership or possession of its property acquired or improved with federal assistance provided for its Award,
- (4) MPO transfers property acquired or improved with federal assistance, for the period during which the real property is used for a purpose for which the financial assistance is extended or for another purpose involving the provision of similar services or benefits, or
- (5) FTA may otherwise determine in writing.

4. As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR part 27, specifically 49 CFR § 27.9, and consistent with 49 U.S.C. § 5332, you assure that:

a. MPO will comply with the following prohibitions against discrimination based on disability listed below in subsection 4.b of this Category 01.D Assurance, of which compliance is a condition of approval or extension of any FTA assistance awarded to:

- (1) Construct any facility,
- (2) Obtain any rolling stock or other equipment,
- (3) Undertake studies,
- (4) Conduct research, or
- (5) Participate in any benefit or obtain any benefit from any FTA administered program.

b. In any program or activity receiving or benefiting from federal assistance that U.S. DOT administers, no qualified individual with a disability will, because of his or her disability be:

- (1) Excluded from participation,
- (2) Denied benefits, or
- (3) Otherwise subjected to discrimination.

AFFIRMATION OF APPLICANT

Name of Applicant: _____

Printed Name of Authorized Representative: Edward A Moreno

Relationship of Authorized Representative: _____

In signing this document, I declare under penalties of perjury that the foregoing certifications and assurances, and any other statements made by me on behalf of the Applicant are true and correct.

Signature:  Date: 9/11/2018

Printed Name of Signing Official: Edward A Moreno

**NEW MEXICO DEPARTMENT OF TRANSPORTATION
TRANSIT AND RAIL DIVISION**

**DISADVANTAGED BUSINESS ENTERPRISE
RACE-NEUTRAL IMPLEMENTATION AGREEMENT
FOR
FEDERAL TRANSIT ADMINISTRATION SUBRECIPIENTS**

INTRODUCTION AND INSTRUCTIONS:

The New Mexico Department of Transportation (NMDOT) Transit and Rail Division, through the NMDOT Office of Equal Opportunity Programs (OEO), must ensure that Subrecipient of Federal Transit Administration (FTA) funds meet applicable DBE requirements when funds are used in whole or in part to finance procurement and contracts of products and service(s). To that end, Subrecipient with contracting opportunities must submit a *Disadvantaged Business Enterprise Race-Neutral Implementation Agreement for Federal Transit Administration Subrecipients* (Agreement).

Please read the entire Agreement before completing, and do not change or add to the wording of the Agreement. The Agreement is incorporated into and becomes a material part of your contract with NMDOT, and Subrecipients are responsible for complying with the requirements contained therein.

DISADVANTAGED BUSINESS ENTERPRISE RACE-NEUTRAL IMPLEMENTATION AGREEMENT for SANTA FE METROPOLITAN PLANNING ORGANIZATION; hereinafter referred to as “MPO.”

I. Definition of Terms

The terms used in this agreement have the meanings defined in 49 CFR Part 26.5.

II. OBJECTIVE/POLICY STATEMENT (§26/1. 26/23)

The MPO intends to receive federal financial assistance from the U.S. Department of Transportation (USDOT) through the New Mexico Department of Transportation (NMDOT), and as a condition of receiving this assistance, the MPO will sign the New Mexico Department of Transportation’s Disadvantaged Business Enterprise Race Neutral Implementation Agreement (hereinafter referred to as Agreement).

The MPO must implement a policy to ensure that DBEs, as defined in 49 CFR Part 26 (also referred to as the DBE Program), have an equal opportunity to receive and participate in DOT-assisted contracts. It is also their policy:

To ensure nondiscrimination in the award and administration of DOT-assisted procurement and contracts of products and services contracts.

To create a level playing field on which DBE’s can compete fairly for DOT-assisted procurement and contracts of products and services contracts.

To ensure that their annual overall DBE participation percentage is narrowly tailored, in accordance with applicable law.

To ensure that only firms that fully meet 49 CFR, Part 26 eligibility standards are permitted to participate as DBEs.

To help remove barriers to the participation of DBEs in DOT-assisted procurement and contracts of products and services contracts.

To assist the development of firms that can compete successfully in the market place outside the DBE Program.

III. Nondiscrimination (§26.7)

MPO will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex, or national origin. MPO will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program with respect to individuals of a particular race, color, sex, or national origin.

IV. Race-Neutral Means of Meeting the Annual DBE Goal (§26.51)

MPO will assist NMDOT to achieve its Overall Statewide DBE Goal by race-neutral means of facilitating DBE participation. Race-neutral DBE participation includes any time a DBE wins a prime contract through customary competitive procurement procedures, is awarded a subcontract on a prime contract that does not carry a DBE goal, or even if there is a DBE goal, wins a subcontract from a prime contractor that did not consider its DBE status in making the award (e.g., a prime contractor that uses a strict low-bid system to award subcontracts).

Race-neutral means include, but are not limited to, the following:

1. Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate DBE, and other small businesses, participation (e.g., unbundling large contracts to make them more accessible to small businesses, requiring or encouraging prime contractors to subcontract portions of work that they might otherwise perform with their own forces);
2. Providing assistance in overcoming limitations such as inability to obtain bonding or financing (e.g., by such means as simplifying the bonding process, reducing bonding requirements, eliminating the impact of surety costs from bids, and providing services to help DBEs, and other small businesses, obtain bonding and financing);
3. Providing technical assistance and other services;
4. Carrying out information and communication programs on contracting procedures and specific contract opportunities (e.g., ensuring the inclusion of DBEs, and other small businesses, on recipient mailing lists of bidders; ensuring the dissemination to bidders on prime contracts of lists of potential subcontractors; provision of information in languages other than English, where appropriate);
5. Implementing a supportive services program to develop and improve immediate and long-term business management, record keeping, and financial and accounting capability for DBEs and other small businesses;
6. Providing services to help DBEs, and other small businesses, improve long-term development, increase opportunities to participate in a variety of kinds of work, handle increasingly significant projects, and achieve eventual self-sufficiency;
7. Establishing a program to assist new, start-up firms, particularly in fields in which DBE participation has been historically low;
8. Ensuring distribution of the New Mexico DBE directory, through print and electronic means, to the widest feasible universe of potential contractors; and
9. Assisting DBEs, and other small businesses, to develop their capability to utilize emerging technology and conduct business through electronic media.

Subrecipient will encourage utilization of DBE contractors whenever possible on its USDOT-assisted contracts. New Mexico Certified DBE firms and the fields of work in which they participate are listed in the electronic web-based DBE Directory located at <https://nmdot.dbesystem.com>

V. Quotas (§26.43)

Subrecipient will not use quotas or set-asides in any way in the administration of the DBE Program.

VI. DBE Liaison Officer (§26.25)

MPO must designate a DBE Liaison Officer (DBELO). The DBELO is responsible for implementing the DBE Program as it pertains to the MPO and ensures that the MPO is fully and properly advised concerning DBE Program matters.

VII. Federal Financial Assistance Agreement Assurance (§26.13)

The MPO will sign the following assurance, applicable to and to be included in all USDOT-assisted procurements and contracts for products and services:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract, or in the administration of its DBE Program, or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR, Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. The recipient's DBE Program, as required by 49 CFR, Part 26 as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

VIII. Required Contract Clauses (§§26.13, 26.29)

MPO assures that the following clauses will be included in each USDOT-assisted prime contract:

A. Contract Assurance

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of DOT-assisted procurement and contracts of products and services contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as recipient deems appropriate.

B. Prompt Payment

Prompt Progress Payment to Subcontractors

A prime contractor or subcontractor shall pay to any subcontractor not later than 10 days of receipt of each progress payment. The 10-days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the NMDOT's prior written approval. Any violation of this Section shall subject the violating contractor or subcontractor to penalties, sanctions, and other remedies provided by law. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Prompt Payment of Retainage

MPO shall include either (1), (2), or (3) of the following provisions in their USDOT-assisted contracts to ensure prompt and full payment of retainage (withheld funds) to subcontractors in compliance with 49 CFR 26.29.

1. No retainage will be held by the agency from progress payments due to the prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies provided by law. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

2. No retainage will be held by the agency from progress payments due the prime contractor. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies provided by law. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

3. The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor to the penalties, sanctions, and other remedies provided by law. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of: a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance; and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

IX. Bidders List (§26.11)

The Subrecipient will create and maintain a bidders list, consisting of information about all DBE and non-DBE firms that bid or quote on its USDOT-assisted procurement and contracts for products and services. The bidders list will include the name, address and telephone number of each quoting firm and whether the quoter is a New Mexico certified DBE. MPO will include language in its procurement documents that requires each bidding Contractor, at the time that bids are submitted, to list the quotes received for the project as detailed above.

X. Reporting

MPO will report bidders list and related DBE information to the NMDOT Transit and Rail Division or the NMDOT Office of Equal Opportunity Programs upon request.

MPO will complete and submit annually to the NMDOT Office of Equal Opportunity Programs the NMDOT Annual Profile Registration Form. This Form will be mailed to MPO.

MPO will compile and provide such other information related to its procurements and the DBE Program as deemed necessary by the NMDOT Transit and Rail Division or the NMDOT Office of Equal Opportunity Programs.

XI. Incorporation of Agreement

This Agreement is incorporated into MPO's financial assistance agreement with NMDOT by reference and made a part of that agreement.

Date:	Sept 25, 2018
Signature of MPO Official	<i>Edward H. Moreno</i>
Phone Number:	505-986-6200
Printed Name of MPO Official	Edward H. Moreno

LOBBYING CERTIFICATION

An Applicant that submits or intends to submit an application to FTA for Federal assistance exceeding \$100,000 is required to provide the following certification. FTA may not award Federal assistance exceeding \$100,000 until the Applicant provides this certification.

- A. As required by 31 U.S.C. 1352 and U.S. DOT regulations, "New Restrictions on Lobbying," at 49 CFR 20.110, the Applicant's authorized representative certifies to the best of his or her knowledge and belief that for each application to FTA for Federal assistance exceeding \$100,000:
 - (1) No Federal appropriated funds have been or will be paid by or on behalf of the Applicant to any person to influence or attempt to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress regarding the award of Federal assistance, or the extension, continuation, renewal, amendment, or modification of any Federal assistance agreement; and
 - (2) If any funds other than Federal appropriated funds have been or will be paid to any person to influence or attempt to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any application for Federal assistance, the Applicant assures that it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," including information required by the instructions accompanying the form, which form may be amended to omit such information as authorized by 31 U.S.C. 1352; and
 - (3) The language of this certification shall be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, subagreements, and contracts under grants, loans, and cooperative agreements).

- B. The Applicant understands that this certification is a material representation of fact upon which reliance is placed by the Federal government and that submission of this certification is a prerequisite for providing Federal assistance for a transaction covered by 31 U.S.C. 1352. The Applicant also understands that any person who fails to file a required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

AFFIRMATION OF APPLICANT

Name of Applicant: _____

Printed Name of Authorized Representative: _____

Relationship of Authorized Representative: _____

In signing this document, I declare under penalties of perjury that the foregoing certifications and assurances, and any other statements made by me on behalf of the Applicant are true and correct.

Signature: Edward H. Moreno Date: 9/11/2018

Printed Name of Signing Official: Edward H. Moreno

ITEM # 18-0883

Contract Number: D16022

Vendor Number: 54360

COOPERATIVE AGREEMENT

This grant agreement is between the New Mexico Department of Transportation (the **Department**) and Santa Fe Metropolitan Planning Organization (the **Grantee**). The Department and the Grantee (the Parties) agree as follows:

1. **Award.** The Department hereby awards the Grantee funding for the following project: Santa Fe Metropolitan Planning Organization (SFMPO) Unified Planning Work Program for Federal Fiscal Years 2019-2022.
2. **Scope of Work.** The Grantee shall perform the professional services stated in the SFMPO Unified Planning Work Program for the current fiscal year and the Department's Planning Procedures Manual.
3. **Payment.** To be reimbursed for eligible expenses, the Grantee must submit timely, properly prepared reimbursement requests as provided in the Department's Planning Procedures Manual.
 - a. The Grantee acknowledges that the Department will not pay for any expenses incurred prior to the Parties signing the Agreement, after termination of the Agreement, or in excess of the amount of the federal award noted in Section 1.
 - b. Reimbursement requests must be submitted at least quarterly (federal fiscal year) no later than twenty-five (25) days after the last day of the quarter. Each reimbursement request shall reflect the correct federal/local match ratio as applied to the total of costs incurred by the Grantee for the quarter, as noted in Section 1.
 - c. When the Grantee pays more than its share of the total for a particular period, it must be clearly noted in the reimbursement request, and the amount of overpayment (over-match) will not be applied to future reimbursement requests.
 - d. The Department reserves the right to withhold reimbursement if any of the aforementioned requirements are not met.
 - e. The Grantee shall submit its final reimbursement request no later than thirty (30) days after termination of this Agreement.
 - f. If the Grantee fails to submit a reimbursement request for two contiguous quarters, the Grantee shall provide written justification for the lack of activity to the Department within fifteen (15) days of the end of the second contiguous quarter.

4. **Records and Audit.** The Grantee shall strictly account for all receipts and disbursements related to this Agreement. The Grantee shall record costs incurred, services rendered and payment received, and shall maintain these financial records during the Agreement and for three (3) years from the date of submission of the final reimbursement request pursuant to 2 CFR 200.333 and 1.21.2 NMAC. On request, the Grantee shall provide the financial records to the Department and the state auditor, and shall allow the Department and the state auditor to inspect or audit these financial records during business hours at the Grantee's principal office during the agreement and for three (3) years from the date of submission of the final reimbursement request. If the financial records provided by the Grantee are insufficient to support an audit by customary accounting practices, the Grantee shall reimburse the Department for any expense incurred related to the insufficient documentation within thirty (30) days of written notice from the Department. If an audit or inspection reveals that funds were used for expenses not directly related to the project, or otherwise used inappropriately, or that payments were excessive or otherwise erroneous, the Grantee shall reimburse the Department for those funds or payments within thirty (30) days of written notice from the Department describing the excessive or otherwise erroneous payments.
5. **Officials Not to Benefit.** The parties intend that no member of the New Mexico legislature or the United States Congress, or any public official, public employee, tribal official, tribal council member or tribal employee, in that person's individual capacity, will benefit from this Agreement.
6. **Termination.** The Department may terminate this Agreement for any reason, by giving the Grantee thirty (30) days written notice. The Grantee may only terminate this agreement based on the Department's uncured, material breach of the Agreement. On receipt of a "Notice of Cancellation" from the Department, the Grantee shall suspend work unless otherwise directed by the Department in writing. The Parties acknowledge that termination will not nullify obligations incurred prior to the date of the Notice of Cancellation requiring termination.
7. **Appropriations.** The Grantee acknowledges that:
 - a. this agreement is contingent upon sufficient appropriations and authorizations being made by the Congress of the United States or the New Mexico state legislature;
 - b. if sufficient appropriations and authorizations are not made, this Agreement will terminate upon written notice by the Department to the Grantee; and
 - c. the Department will not expend any funds until they are approved for expenditure, and the Department's determination as to whether approval has been granted will be final.

8. **Compliance with Law.** The Grantee, its employees, agents and contractors, shall comply with the following:
 - a. Title VI and Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act of 1990, the Environmental Justice Act of 1994, the Civil Rights Restoration Act of 1987, and 49 C.F.R. part 21.
 - b. all federal and state laws, rules, and regulations, and executive orders of the Governor of the state of New Mexico pertaining to equal employment opportunity, including the Human Rights Act, NMSA 1978, Sections 28-1-1 *et seq.*, in accordance with the Human Rights Act, the Grantee states that no person, on the grounds of race, religion, national origin, sex, sexual orientation, gender identity, spousal affiliation, serious medical condition, age or handicap, will be excluded from employment with or participation in, denied the benefits of, or otherwise subjected to, discrimination in any activity performed under this Agreement. If the Grantee it is found to be in violation of any of these requirements, the Grantee shall take prompt and appropriate steps to correct such violation.
 - c. state laws applicable to workers compensation benefits for the Grantee's employees, including the Workers' Compensation Act, NMSA 1978, Sections 52-1-1 *et seq.*, and related regulations.
9. **Notices.** For a notice under this Agreement to be valid, it must be in writing; be delivered by hand, registered or certified mail return receipt requested and postage prepaid, fax or e-mail; and be addressed as follows:

Department

Rosa Kozub, Planning Liaison
NMDOT Government to Government Unit
PO Box 1149
Santa Fe, NM 87504
505-476-3742
Rosa.Kozub@state.nm.us

Grantee

Mark Tibbetts, MPO Officer
PO Box 909
Santa Fe, NM 87504
505-955-6614
mstibbetts@santafenm.gov

10. **Severability.** The parties intend that if any provision of this Agreement is held to be unenforceable, the rest of the Agreement will remain in effect as written.
11. **Tort Claims.** The parties intend that (1) immunity from liability for tortious conduct

under NMSA 1978, Section 41-4-4(A) will apply to all conduct relating to this agreement; (2) only the waivers of immunity from liability under NMSA 1978, Sections 41-4-4 *et seq.* will apply; and (3) this agreement does not waive immunity from liability for tortious conduct relating to this Agreement of any employee of the Department or the Grantee.

12. **Jurisdiction and Venue.** The Grantee acknowledges the jurisdiction of the courts of the state of New Mexico for any adversarial proceeding arising out of this Agreement, and that venue for any such proceeding will be in the First Judicial District Court for the county of Santa Fe, New Mexico.
13. **Project Responsibility.** The Grantee acknowledges that it bears sole responsibility for performing the services referred to in Section 2.
14. **Term.** This agreement takes effect upon signature of all Parties. If the Grantee does not deliver the signed Agreement to the Department within sixty days of the Department's signature, the agreement will be voidable by the Department. The agreement terminates at midnight on September 30, 2022 unless earlier terminated as provided in Section 6 or Section 7.
15. **Applicable Law.** The laws of the state of New Mexico, without giving effect to its choice of law principles, govern all adversarial proceedings arising out of this Agreement.
16. **Amendment.** No amendment of this Agreement will be effective unless it is in writing and signed by the parties.
17. **No Third-party Beneficiary.** This Agreement does not confer any rights or remedies on anyone other than the Department and the Grantee.
18. **Merger.** This Agreement constitutes the entire understanding between the Parties with respect to the subject matter of the Agreement and supersedes all other agreements, whether written or oral, between the parties, except that this Agreement does not supersede the Grantee's rights under any other grant agreement.
19. **Disadvantaged Business Enterprise.** The Grantee shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement.

Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*).

20. **Coordination.** The Department and Grantee agree to cooperatively develop and share information related to the requirements in 23 CFR 450.314(h). Procedural details are outlined in the Department's Planning Procedures Manual.

Requirements in 23 CFR 450.314(h) relate to:

- a. transportation performance data;
- b. the selection of performance targets;
- c. the reporting of performance targets;
- d. the reporting of performance to be used in tracking critical outcomes for the region of the MPO; and
- e. the collection of data for the Department's asset management plan for the National Highway System.

Each party is signing this Agreement on the date stated opposite that party's signature.

Department of Transportation

Date: 8/9/18, 2018

By: [Signature]
Cabinet Secretary or Designee

Santa Fe Metropolitan Planning Organization

Date: August 8, 2018

By: [Signature]
Title: MPO OFFICER

Approved as to form and legal sufficiency.

Date: June 21, 2018

By: [Signature]
Assistant General Counsel
Department of Transportation

Approved as to form and legal sufficiency.

Date: _____, 2018

By: _____
Counsel for Santa Fe Metropolitan
Planning Organization

ACCEPTED BY THE CITY OF SANTA FE AS FISCAL AGENT FOR THE SFMPO

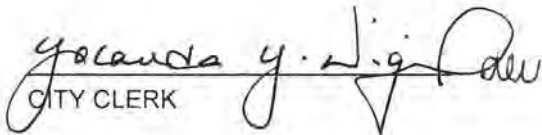
CITY OF SANTA FE:



CITY MANAGER

DATE: 8/2/18


ATTEST:



CITY CLERK

DATE: 8-6-18

APPROVED AS TO FORM:



CITY ATTORNEY

DATE: 7/15/18

APPROVED:



FINANCE DIRECTOR

AMS
✓

DATE: 08/01/18



City of Santa Fe, New Mexico

Memorandum



DATE: May 19, 2021

TO: Governing Body
Finance Committee
Public Works & Public Utilities Committee

VIA: Alexis C. Lotero, Assistant Finance Department Director ^{AL}
Fran Dunaway, Chief Procurement Officer ^{FD}
Alexandra G. Ladd, Director of Affordable Housing ^{AGL}

FROM: David A. Chapman, Grant Administrator ^{DAC}

ITEM AND ISSUE:

Request for Approval of a State Capital Outlay Grant Agreement and approval of a Budget Adjustment Resolution (BAR) for a Supportive Housing Facility, Project 20-E2745, in the amount of \$844,470.00 to plan, design, construct and renovate a facility for homeless and below-market renters, including housing and services in Santa Fe. David A. Chapman, dchapman@santafen.gov (505)660-2619.

BACKGROUND AND SUMMARY:

In August of 2020, CARES Act funds (via the State of NM) were dedicated to the acquisition of the *Santa Fe Suites*, a 122 unit extended stay hotel property. The property was subsequently converted into a long-term housing solution for those who were experiencing homelessness or precariously housed. Residents with higher needs are provided support services such as case management, health care, counseling and referral to services providers. As the economic and public health repercussions from the Covid-19 global health pandemic continue to have adverse impacts on the health and safety of those without stable housing, further need to support the creation of these types of affordable units continues.

To attend to these needs, the 2020 New Mexico State Legislature authorized the issuance of a Severance Tax Bond (STB) Grant Agreement identified as 20-E2745 for \$844,470.00 (after a 1% deduction for Arts in Public Places), to plan, design, construct and renovate a facility for homeless and below-market renters including housing and services in Santa Fe. This funding will be used to renovate the *Santa Fe Suites* by making security improvements and renovating office and communal areas to facilitate on-site services.

PROCUREMENT METHOD:

The Procurement method will be a RFP.

CONTRACT NUMBER:

The FY20 Munis contract number is 3202698.

FUNDING SOURCE:

The funding source is:
Fund Name/Number: CIP Community Development / Project FA345D
Munis Org Name/Number: Seniors / Community Development 3459981
Munis Object Name/Number: WIP Construction/572970

ACTION REQUESTED:

The Affordable Housing and Community Development Departments respectfully requests your review and approval.



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3202698

Contractor: New Mexico Department of Finance and Administration (NM DFA)

Description: 20-E2745 Severance Tax Bond Agreement for \$853,000 to plan, design, construct and renovate a facility for homeless & below-market renters, including housing & services.

Contract Agreement Lease / Rent Amendment

Term Start Date: 5/26/21 Term End Date: 6/30/24

Approved by Council EXECUTED Date: 6/9/21

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)

New agreement

3. **Procurement History: New Procurement**

Jim Deery May 20, 2021
Purchasing Officer Review: _____ Date: _____
Comment & Exceptions: _____

4. **Funding Source: NM DFA** Org / Object: 3459981.490210

Andy Hopkins May 18, 2021
Budget Officer Approval: _____ Date: _____
Comment & Exceptions: _____

Staff Contact who completed this form: David A. Chapman Phone # (505)660-2619

Email: dachapman@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

**STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
FUND 89200 CAPITAL APPROPRIATION PROJECT**

THIS AGREEMENT is made and entered into as of this ____ day of _____, 20____, by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Room 202, Santa Fe, New Mexico, 87501, hereinafter called the "Department" or abbreviation such as "DFA/LGD", and the **City of Santa Fe**, hereinafter called the "Grantee." This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of 2020, Chapter 81, Section 35, Para. 401, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

20-E2745 \$853,000.00 Appropriation Reversion Date: 30-JUN-24
Laws of 2020, Chapter 81, Section 35, Para. 401, Eight Hundred Fifty Three Thousand Dollars (\$853,000.00) to plan, design, construct and renovate a facility for homeless and below-market renters, including housing and services, in Santa Fe in Santa Fe county.

The Grantee's total reimbursements shall not exceed Eight Hundred Fifty Three Thousand Dollars (\$853,000.00) (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")⁽¹⁾, if applicable, Eight Thousand Five Hundred Thirty Dollars (\$8,530.00), which equals Eight Hundred Forty Four Thousand Four Hundred Seventy Dollars (\$844,470.00) (the "Adjusted Appropriation Amount").

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I (A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I (A) is referred to collectively throughout the remainder of this Agreement as the "Project Description". The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse⁽²⁾ Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- (i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- (iii) The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and
- (iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and
- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
 - a. must be approved by the applicable oversight entity (if any) in accordance with law; or
 - b. if no oversight entity is required to approve of the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with New Mexico State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

[1] The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars (\$200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars (\$100,000)." Section 13-4A-4 NMSA 1978.

[2] "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

(vi) The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

- a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**
 - b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.
 - c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.
 - d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.
- B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.
- C. Project funds shall not be used for purposes other than those specified in the Project Description.
- D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee designates the person(s) listed below, or their successor as their official representative(s) concerning all matters related to this Agreement.

Grantee City of Santa Fe
Name David A. Chapman
Title Grant Administrator - Writer
Address P. O. Box 909, Santa Fe, NM 87504-0909
Email dachapman@santafenm.gov
Telephone 505-955-2010

The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement.

Grantee City of Santa Fe
Name David A. Chapman
Title Grant Administrator - Writer
Address P. O. Box 909, Santa Fe, NM 87504-0909
Email dachapman@santafenm.gov
Telephone 505-955-2010

The Department designates the persons listed below, or their successors, as Points of Contact for matters related to this Agreement.

Department DFA/Local Government Division
Name Maria Urban
Title Project Manager
Address Bataan Memorial Bldg. Rm 202, Santa Fe, NM 87501
Email maria.urban@state.nm.us
Telephone 505-827-8061

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by email, or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

A. As referenced in Article I (A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **June 30, 2024**, the Reversion Date, unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are *not* expended and an expenditure has *not* occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

- (i) Termination due to completion of the Project before the Reversion Date; or
- (ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
- (iii) Termination for violation of the terms of this Agreement; or
- (iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V (A).

B. Early Termination Before Reversion Date Due to Non-Appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V (B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

- (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and
- (ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
- (iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI (D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI (A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

ARTICLE VIII. REPORTS

A. Database reporting

The Grantee shall report monthly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (<http://cpms.dfa.state.nm.us>). Additionally, the Grantee shall certify on the Request for Payment form (exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give the Grantee with a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Monthly reports shall be due on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of the final request for reimbursement for the Project.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

- (i) request such additional information regarding the Project as it deems necessary; and
- (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project. Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 1. Payment requests are subject to the following procedures:

- (i) The Grantee must submit a Request for Payment; and
- (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or the liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
- (iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of the acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. Deadlines

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

- (i) Immediately as they are received by the Grantee but at a minimum of thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
- (ii) July 15 of each year for all unreimbursed incurred during the previous fiscal year; or
- (iii) Twenty (20) days from the date of Early Termination; or
- (iv) Twenty (20) days from the reversion date.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Project:

- (i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).
- (ii) The project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.
- (iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, "Anti-Donation Clause."
- (iv) The Grantee shall not for a period of 10 years, from the date of this agreement convert any property acquired, built, renovated, required, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance written approval, which may include requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.

- (v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

- (i) The Grantee has the legal authority to receive and expend the Project's funds.
- (ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
- (iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.
- (iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
- (v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
- (vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.
- (vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of five (5) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges, warrants, and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the City of Santa Fe may immediately terminate this Agreement by giving Contractor written notice of such termination. The City of Santa Fe's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Santa Fe, the Department of Finance and Administration, Local Government Division (DFA/LGD), or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Santa Fe or the Department."

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges, warrants, and agrees that Grantee shall include the following or a termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

"This contract is funded in whole or in part by funds made available under DFA/LGD Grant Agreement. Should DFA/LGD early terminate the grant agreement, the City of Santa Fe may early terminate this

contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the City of Santa Fe's only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

A. Throughout the term of this Agreement, Grantee shall:

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V (A) of this Agreement.

ARTICLE XVIII. SEVERANCE TAX BOND PROJECT AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this agreement is subject to the SBOF's Bond Project Disbursements

rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.]

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed Agreement as of the date of execution by the Department.

GRANTEE

City of Santa Fe

Entity Name

By: **Alan Webber**

(Type or Print Name)

Its: **Mayor**

(Type or Print Title)

Signature of Official with Authority to Bind Grantee

Date

**DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION**

Its: Division Director

Signature

Date

IN WITNESS WHEREOF, the parties have duly executed Agreement as of the date of execution by the Department.

GRANTEE

City of Santa Fe

Entity Name

By: Alan Webber

(Type or Print Name)

Its: Mayor

(Type or Print Title)

Signature of Official with Authority to Bind Grantee

Date

**DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION**

Its: Division Director

Signature

Date

CITY OF SANTA FE

ALAN WEBBER, MAYOR

DATE: _____

ATTEST:

KRISTINE BUSTOS-MIHELICIC,
CITY CLERK

CITY ATTORNEY' OFFICE:

Marcos Martinez
Marcos Martinez (Apr 12, 2021 08:01 MDI)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Alaxis Letara _____ May 24, 2021
MARY McCOY, FINANCE DIRECTOR

3459981.572970

BUSINESS UNIT/LINE ITEM
STB 20-62745 SF Supportive Housing.doc

**STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
Request for Payment Form
Exhibit 1**

I. Grantee Information

(Make sure information is complete & accurate)

- A. Grantee: _____
 B. Address: _____
(Complete Mailing, including Suite, if applicable)

City, State, Zip
 C. Phone No: _____
 D. Grant No: _____
 E. Project Title: _____
 F. Grant Expiration Date: _____

II. Payment Computation

- A. Payment Request No. _____
 B. Grant Amount: _____
 C. AIPP Amount (if Applicable): _____
 D. Funds Requested to Date: _____
 E. Amount Requested this Payment: _____
 F. Reversion Amount (if Applicable): _____
 G. Grant Balance: _____
 H. GF GOB STB (attach wire if first draw)
 I. Final Request for Payment (if Applicable)

- III. Fiscal Year : _____
(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

- IV. **Reporting Certification:** I hereby certify to the best of my knowledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with Article VIII of the Capital Outlay Grant Agreement.

- V. **Compliance Certification:** Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

Grantee Fiscal Officer
 or Fiscal Agent (if applicable)

Grantee Representative

 Printed Name
 Date: _____

 Printed Name
 Date: _____

(State Agency Use Only)

Vendor Code: _____ Fund No.: _____ Loc No.: _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

 Division Fiscal Officer Date

 Division Project Manager Date

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____

FROM: Grantee Entity: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: \$ 0.00_____

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: _____

Title: _____

Signature: _____

Date: _____

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

MICHELLE LUJAN GRISHAM
GOVERNOR

DONNIE J. QUINTANA
DIRECTOR



DEBORAH K. ROMERO
ACTING CABINET SECRETARY

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION
Bataan Memorial Building ♦ 407 Galisteo St. ♦ Suite 202 ♦ Santa Fe, NM 87501
PHONE (505) 827-4950 ♦ FAX (505) 827-4948

October 22, 2020

Alan Webber
Mayor, City of Santa Fe
200 Lincoln Ave
Santa Fe, NM 87501

Re: Special Conditions for City of Santa Fe Capital Outlay Projects, per E.O. 13-006

Dear Mayor Webber:

Our many thanks to you and the other City of Santa Fe representatives for a very productive meeting on Monday, October 19th, concerning certification of the City of Santa Fe for purposes of the Executive Order 2013-006 and New Mexico Capital Outlay projects. As discussed, in accordance with E.O. 2013-006, the following uniform funding criteria must be met for a Local Government grantee to be eligible to receive a grant of a State Capital Outlay appropriation:

- a. for the most recently concluded fiscal year, a grantee must have timely submitted to the federal government all forms and federal single audit documentation required under the federal Single Audit Act of 1984, as amended, and Office of Management and Budget Circular No. A-133, if the due date for the report under federal law has passed. A federal single audit report is timely submitted for purposes of this criterion if submitted by any extended due date granted by the grantee's federal cognizant agency;
- b. in the case of a grantee whose most recent federal single audit raises concerns about the grantee's ability to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired with grant funds:
 1. the grantee must have remedied the inadequacies in its accounting methods and procedures to the satisfaction of the State agency making the grant;
 2. **the State agency making the grant must have determined that it can impose and has the resources to implement special grant conditions that adequately address the inadequacies in the grantee's accounting methods and procedures; or**
 3. the State agency making the grant must have determined that another appropriate entity is able and willing to act as fiscal agent for the grant.

The Department of Finance and Administration (herein referred to as "Department") agrees that certification of the City of Santa Fe in accordance with the established uniform funding criteria would be possible provided that the following Special Conditions are implemented:

Special Conditions for All 2020 Appropriations

1. The City will participate in quarterly reconciliation meetings with the Department and provide status reports regarding the Audit Corrective Action Plan; and
2. The City's Grants Management Division or its Finance Director shall verify and approve that all documents related to encumbrance (Notice of Obligation) are eligible activities and consistent with the project(s) appropriation language per NMAC 2.61.6., prior to being submitted to the Department; and
3. The City's Grants Management Division or its Finance Director shall approve and verify that all documents related to reimbursement are encumbered (Department-approved Notice of Obligation), accurate, reported in the Department's database (<http://cpms.dfa.state.nm.us>) and submitted in a timely manner.
4. The City will use fund *30300 State Legislative Appropriation Project* and revenue line item *47300 State Legislative Appropriations* to budget all state capital outlay project grant awards on the Local Government Budget Management System (LGBMS) to allow for better tracking of quarterly financial activity related to these projects; and
5. The City will provide annually an audited detailed listing of all assets acquired with State Capital Outlay grant funds that identifies the Department administering such projects. In doing so, the City will provide to the Department a copy of the policies and procedures used to inventory capital and infrastructure assets; and

These Special Conditions will be included in the Inter-Governmental Agreement (IGA) for each City of Santa Fe project. The Special Conditions will remain in place for the duration of the project unless and until the Department is satisfied that the E.O. 13-006 uniform funding criteria has been met such that certain Special Conditions may be eliminated, in which case the Department will notify the City of Santa Fe in writing.

We welcome your comments and suggestions as to how to make these conditions effective. Please respond by close of business on Friday, November 6, 2020. If you should have any questions, you may call me at 505-470-7935.

Sincerely,



Eric Chenier
Chief Financial Officer
Department of Finance and Administration

Cc: Deborah K. Romero, Acting Cabinet Secretary, Department of Finance and Administration
Donnie Quintana, LGD Director, Department of Finance and Administration
Jarel Lapan Hill, City Manager, City of Santa Fe
Mary McCoy, Finance Director, City of Santa Fe

Signature: David A. Chapman
David A. Chapman (May 13, 2021 10:07 MDT)

Email: dachapman@santafenm.gov

CAPTIONS FOR:

~~PAN 5/24/21~~

Finance 6/1/21

CC/ 6/9/21

Request for Approval of a State Capital Outlay Grant Agreement for a Supportive Housing Facility Project 20-E2745 in the amount of \$844,470.00 to plan, design, construct and renovate a facility for homeless and below-market renters, including housing and services in Santa Fe. David A. Chapman, dachapman@santafen.gov (505)660-2619

COMMITTEE REVIEW:

~~Public Works and Utilities Committee: 5/24/21~~

Finance Committee: 6/1/21

Governing Body: 6/9/21

...

...

...

Request for Approval of a Budget Adjustment Resolution (BAR) for a Supportive Housing Facility Project 20-E2745 in the amount of \$844,470.00 to plan, design, construct and renovate a facility for homeless and below-market renters, including housing and services in Santa Fe. David A. Chapman, dachapman@santafen.gov (505)660-2619

COMMITTEE REVIEW:

~~Public Works and Utilities Committee: 5/24/21~~

Finance Committee: 6/1/21



Governing Body: 6/9/21


City of Santa Fe, New Mexico

MEMO

Date: May 27, 2021

To: Public Utilities Committee
Finance Committee
City Council

Via: Shannon Jones, Public Utilities Department Director 
Jesse Roach, Water Division Director 

From: Bill Schneider, P.G., Water Resources Coordinator 
whs

RE: Amendment No.3 to Professional Services Agreement (PSA) 19-0234 with Carollo Engineers, Inc. (Carollo) for an extension of Term.

ITEM AND ISSUE

Request for approval of Amendment #3 to PSA #19-0234 with Carollo Engineers, Inc. to extend the term for one more year through June 30, 2022.

BACKGROUND AND SUMMARY

Resolution 2019-56 directs staff to develop 40- and 80-year water plans (Santa Fe Water 2100) and promote strong community participation in the planning process, and to complete the necessary permitting and engineering design for the San Juan Chama (SJC) return flow pipeline. Jesse Roach, Ph.D, Director of City of Santa Fe Water (CoSFW), presented at the January 13, 2021 Governing Body Meeting 11.d 'status update and next steps for the SJC return flow pipeline' which articulated the permitting and design requirements and project schedule for the SJC return flow pipeline, including NEPA permitting.

City water supply planning, in conjunction with USBR and Santa Fe County, indicates that increases in service area demand and climate change conditions will cause available water supplies to fall significantly short (supply gap) by the 2050s. For the purpose of developing a new safe and reliable source of water supply, CoSFW is proposing the PROJECT to convey reclaimed SJC water from the Paseo Real Water Reclamation Facility (PRWRF) via a pipeline to the Rio Grande below the Buckman Direct Diversion (BDD) for return flow credits. CoSFW is concurrently working on preliminary hydrology planning studies, federal and state agency coordination, outreach to key stakeholders, permitting and technical analyses work in preparation for initiating the EA requirement under NEPA in April 2021. Reclamation has agreed to be the lead Federal agency for the NEPA process in cooperation with the Bureau of Land Management (BLM) and the US Forest Service (USFS). This organizational structure was approved by the Governing Body on November 10, 2020. Amendment #2 was approved on March 31, 2021 and will provide CoSFW the necessary technical permitting services to complete the required EA. The term was not extended in that amendment, and this Amendment #3 will extend the term to continue and complete the work.

ACTION REQUESTED

Staff requests approval of Amendment No. 3 to PSA #19-0234 with Carollo Engineers, Inc. for a term extension through June 30, 2021.

**CITY OF SANTA FE
AMENDMENT No. 3 TO
PROFESSIONAL SERVICES AGREEMENT
#19-0234; #20-0374; 21-0127**

AMENDMENT No. 3 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated March 27, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and Carollo Engineers, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide engineering services as outlined in the original Agreement for the City.

B. Pursuant to Article 13 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. 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, 2022, 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:

ALAN WEBBER, MAYOR

Date: _____

ATTEST:

KRISTINE BUSTOS MIHELIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (May 26, 2021 15:40 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY, FINANCE DIRECTOR

CONTRACTOR:
Carollo Engineers, Inc.

John Rehring

NAME John Rehring

TITLE Vice President

Date: 5/27/21

NM Taxation & Revenue
CRS # 03-162628-00-9
City of Santa Fe Business
Registration # 117760

5050395.572960 AJH
Business Unit/Line Item AJH



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3200505

Contractor: Carollo Engineers

Description: On Call Engineering

Contract Agreement Lease / Rent Amendment

Term Start Date: as soon as approved Term End Date: 7/20/25

Approved by Council Date: 6/30/21

Contract / Lease:

Amendment # 3 to the Original Contract / Lease # 19-0234

Increase/(Decrease) Amount \$ N/A

Extend Termination Date to: 6/30/22

Approved by Council Date: Pending

Amendment is for: extend term

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

Original Contract 19-0234 \$325,000 + nmgrt approved 3/27/19

Amendment#1 #20-0374 \$250,000 + nmgrt approved 7/29/20

Amendment #2 #21-0127 \$250,000 + nmgrt approved
3/31/21

3. Procurement History: 19/16/P 11/9/18

Fran D'Amico
Fran D'Amico (May 31, 2021 13:04 MDT)

May 31, 2021

Purchasing Officer Review:

Date:

Comment & Exceptions: Amend # 3 final extension & compensation for a 4 year contract exp. 6/30/22 RFP 19/16/P

4. Funding Source: Water Enterprise Cash balance

Org / Object: 5050395.572960

Andy Hopkins
Andy Hopkins (May 28, 2021 12:40 MDT)

May 28, 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

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

BUSINESS REGISTRATION

Business Name: CAROLLO ENGINEERS INC
DBA: CAROLLO ENGINEERS INC

Business Location: 4600 E WASHINGTON STE 500
PHOENIX, AZ 85034

Owner: CAROLLO ENGINEERS, INC.

License Number: 117760

Issued Date: February 10, 2021

Expiration Date: February 10, 2022

CRS Number: 03-162628-00-9

License Type: Business License - Renewable

Classification: Business Registration - Standard

Fees Paid: \$10.00

CAROLLO ENGINEERS INC
4600 E WASHINGTON STE 500
PHOENIX, AZ 85034

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

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

TO BE POSTED IN A CONSPICUOUS PLACE



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Carollo Engineers

Procurement Title: Amendment No. 3 to Professional Services Agreement (PSA) 19-0234 with Carollo

Engineers Procurement Method: State Price Agreement Cooperative Sole Source Other

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

Department Requesting PUD _____ Staff Name Bill Schneider

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

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

Bill Schneider, Water Division, PUD *whscheider*
whscheider (May 28, 2021 06:51 MDT)

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

Fran Duraway _____ Title Chief Procurement Officer Date May 31, 2021
Fran Duraway (May 31, 2021 13:04 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

PROFESSIONAL SERVICES CONTRACT

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

IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work.**

A. The Contractor shall perform On-Call Engineering Services for the City as follows and:

- 1) Technical water resources engineering and feasibility studies,
- 2) Preliminary engineering services for design and construction,
- 3) General engineering services for:
 - a. Capital Improvements,
 - b. Repair and rehabilitation related assessments,
 - c. Upgrades and improvements,
 - d. Design support, preparation of design specifications, and procurement support for CIP
- 4) Water resources studies for:
 - a. Supply and demand management
 - b. Well field sustainability analyses
 - c. Water budget and geohydrologic modeling analyses
 - d. Permitting
- 5) Permit related activities, compliance and litigation support,
- 6) Water utility management support for:
 - a. Asset management
 - b. Water loss audit
 - c. Federal and State funding applications

2. **Compensation.**

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the per hour rates outlined in Exhibit "A" attached hereto, such compensation not to exceed three hundred eighty five thousand dollars (\$385,000), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling thirty two thousand four hundred eighty four dollars and thirty eight cents (\$32,484.38) shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed four hundred seventeen thousand four hundred eighty four dollars and thirty eight cents (\$417,484.38). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event**

will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

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

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on June 30, 2020 unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

B Termination Management. Immediately upon receipt by either the City or the

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

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Council, this Agreement shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

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

8. Subcontracting.

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

9. Release.

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

10. Confidentiality.

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

11. Product of Service -- Copyright.

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

12. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

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

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

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

13. Amendment.

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

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

14. Merger.

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

15. Penalties for violation of law.

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

19. Professional Liability Insurance.

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

20. Other Insurance

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the

following insurance coverage(s), naming the City as additional insured, except Workers Compensation.

A. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers liability: \$100,000.

B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this contract). Limits shall not be less than the following:

- a. Bodily injury: \$1,000,000 per person /\$1,000,000 per occurrence.
- b. Property damage or combined single limit coverage: \$1,000,000.
- c. Automobile liability (including non-owned automobile coverage): \$1,000,000.
- d. Umbrella: \$1,000,000.

C. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

21. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments

22. Indemnification.

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, to the extent caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City. The Contractor shall not be responsible for warranties, guarantees, fitness for a particular purpose, breach of fiduciary duty, loss of anticipated profits or for economic, incidental or consequential damages to the City or any third party arising out of breach of contract, termination, or for any other reason whatsoever. Additionally, the Contractor shall not be responsible for acts and decisions of third parties, including governmental agencies, other than the Contractor's sub-engineers, that impact project completion and/or success.

23. Invalid Term or Condition.

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

24. Enforcement of Agreement.

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

25. Notices.

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

To the City:
Water Division Director
801 W. San Mateo
Santa Fe, NM 87505

To the Contractor:
John Rehring, P.E.
Carollo Engineers
390 Interlocken Crescent, Suite 800
Broomfield, CO 80021

26. Authority.

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

27. Standard of Care.

The Contractor shall perform the services required hereunder in accordance with the prevailing engineering standard of care by exercising the skill and ability ordinarily required of engineers performing the same or similar services, under the same or similar circumstances, in the State of New Mexico.

28. City-Provided Information and Services.

The City shall furnish the Contractor available studies, reports and other data pertinent to the Contractor's services; obtain or authorize the Contractor to obtain or provide additional reports and data as required; furnish to the Contractor services of others required for the performance of the Contractor's services hereunder, and the Contractor shall be entitled to use and rely upon all such information and services provided by the City or others in performing the Contractor's services under this Agreement.

29. Third Parties.

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

30. Document Use and Reuse.

Documents, including drawings and specifications, prepared by the Contractor pursuant to this Agreement are not intended or represented to be suitable for reuse by the City or others for this Project or on any other project. Any reuse of completed documents or use of partially completed documents without written verification or concurrence by the Contractor for the specific purpose intended will be at the City's sole risk and without liability or legal exposure to the Contractor. The Contractor's instruments of service hereunder are the printed hard copy drawings and specifications issued for the Project, whereas electronic media, including CADD files, are tools for their preparation. As a convenience to the City, the Contractor shall furnish to the City both printed hard copies and electronic media. In the event of a conflict in their content, the printed hard copies shall take precedence over the electronic media. Because data stored in electronic media form can be altered, inadvertently, it is agreed that the City shall hold the Contractor harmless from liability arising out of changes or modifications to the Contractor's data in electronic media form in the City's possession or released to others by the City.

31. Access.

The City shall arrange for access to and make all provisions for the Contractor to enter upon public and private property as required for the Contractor to perform services hereunder.

32. Estimates and Projections.

The Contractor has no control over the cost of labor, materials, equipment or services furnished by others, over the incoming water or wastewater quality and/or quantity, or over the way City's plant and/or associated processes are operated and/or maintained. Data projections and estimates are based on the Contractor's opinion based on experience and judgment. The Contractor cannot and does not guarantee that actual costs and/or quantities realized will not vary from the data projections and estimates prepared by the Contractor and the Contractor will not be liable to and/or indemnify the City and/or any third party related to any inconsistencies between the Contractor's data projections and estimates and actual costs and/or quantities realized by the City and/or any third party in the future.


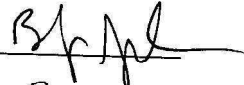
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:


CONTRACTOR:
Carollo Engineers


ALAN WEBBER, MAYOR


DATE: 4/1/19

 
NAME AND TITLE
JOHN REHRING Becky Lene
VICE PRESIDENT Vice President
DATE: 4.9.19 4.9.19
CRS# 03-162628-00-9
Registration # 19-00117760

ATTEST:


YOLANDA Y. VIGIL
CITY CLERK
cc mtg. 3/27/2019

APPROVED AS TO FORM:

 2/12
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:


MARY MCCOY, FINANCE DIRECTOR

52456.510320; 52354.572960
Business Unit Line Item

**CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
#19-0234**

AMENDMENT No.1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated March 27, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and Carollo Engineers, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide engineering services as outlined in the original Agreement for the City.

B. Pursuant to Article 13 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES:

Article 1, of the Agreement is amended to include Exhibit "B" attached hereto and incorporated within.

2. COMPENSATION.

Article 2, paragraph A of the Agreement is amended to increase the amount of compensation by a total of two hundred fifty thousand dollars (\$250,000.) plus gross receipts tax, so that Article 2, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the per hour rates outlined in Exhibit "A" attached hereto, such compensation not to exceed six hundred thirty five thousand dollars (\$635,000), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling fifty three thousand five hundred seventy eight dollars and thirteen cents (\$53,578.13) shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Agreement,**

including gross receipts tax and expenses, shall not exceed six hundred eighty eight thousand five hundred seventy eight dollars and thirteen cents (\$688,578.13). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

3. TERM.

Article 3 of the Agreement is amended to extend the term of the Agreement, so that

Article 3 reads in its entirety as follows:

This Agreement shall terminate on June 30, 2021, unless terminated pursuant to Paragraph 4, infra.

4. AGREEMENT IN FULL FORCE.

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

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

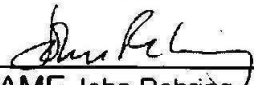
CITY OF SANTA FE:

By: 

ALAN WEBBER, MAYOR

Date: 8/10/2020

CONTRACTOR:
Carollo Engineers, Inc.



NAME John Rehring
Vice President

TITLE

Date: 8/5/2020

NM Taxation & Revenue
CRS # 03-162628-00-9
City of Santa Fe Business
Registration # 117760

ATTEST:

Yolanda Y. Vigil

YOLANDA Y. VIGIL, CITY CLERK

CC Mtg 07/29/2020 gc
gc

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (May 26, 2020 14:41 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Mary McCoy

MARY MCCOY, FINANCE DIRECTOR

5050395.572960
Business Unit/Line Item

SCOPE OF SERVICES & PROJECT REQUIREMENTS

I. BACKGROUND

The City of Santa Fe (the "City") Water Division's primary mission is to provide a safe, reliable, and sustainable water supply for its customers. The City manages four sources of water supply derived from surface water (Santa Fe River and Rio Grande via the Buckman Direct Diversion) and groundwater (City and Buckman well fields) sources. The City also utilizes reclaimed wastewater and water conservation programs to reduce demand on these sources. Details on the City's water supply portfolio, current production records, future projected demands, and framework of its distribution system are presented in the Water Transmission and Storage System Master Plan (2009), Long-Range Water Supply Plan (2008), and Annual Water Report (2017).

II. PROFESSIONAL SERVICES

In general, the Engineering Firm shall perform professional engineering services on an as-needed basis as directed by the City's representative, primarily assigned Project Manager. The Engineering Firm shall have demonstrated expertise and experience in the areas of water supply, water resource management, planning and modeling, water distribution and storage, water quality, water system improvements, and well field operations. Engineering services shall meet the applicable requirements of the City and accepted industry standards and practices. The scope of work for any one project may involve some or all phases of project development and implementation which may include, but not limited to, the following:

- I. Technical water resources engineering and feasibility studies,
- II. Preliminary engineering services for design and construction,
- III. General engineering services for:
 - i. Capital Improvements,
 - ii. Repair and rehabilitation related assessments,
 - iii. Upgrades and improvements,
 - iv. Design support, preparation of design specifications, and procurement support for CIP
- IV. Water resources studies for:
 - i. Supply and demand management
 - ii. Well field sustainability analyses
 - iii. Water budget and geohydrologic modeling analyses
 - iv. Permitting
- V. Permit related activities, compliance and litigation support,
- VI. Water utility management support for:
 - i. Asset management
 - ii. Water loss audit
 - iii. Federal and State funding applications

➤ **Technical Water Resources Engineering and Feasibility Studies**

The types of services anticipated under this category shall include, at a minimum, the following:

- Perform water quantity and water quality evaluations related to water supply operations related to source water derived from reservoirs and production wells, recycled wastewater reuse, aquifer storage and recovery, and water treatment processes.
- Perform technical and system optimization studies for various water system operations related to sustainable water production, well field management, water distribution and storage, energy usage, surface and groundwater interaction, water budgets and related geohydrologic analyses.
- Production well design, construction, testing and sustainable operations. Water quality and treatment, blending and distribution.
- Perform feasibility studies for new and/or alternative water sources, aquifer storage and recovery, wastewater reuse, water treatment systems and engineering services in support of capital improvement projects including process technical evaluations; site layouts; design and process requirements; distribution and storage, booster pumps, energy efficiency; and capital and O&M costs.

➤ **Preliminary Engineering Services for Design and Construction**

The types of services anticipated under this category shall include, at a minimum, the following:

- Prepare engineering details and calculations as needed for water supply, water transmission and water storage improvement projects.
- Prepare preliminary drawings, and estimates of probable cost, including capital costs, annual operation and maintenance cost, lifecycle cost for any range of system improvement alternative(s). Present alternatives and cost structure and provide recommendations and analyses of each alternative.
- Evaluate the design concept for constructability and practicality for construction phase and maintenance of water system improvements.
- Develop a design and construction schedule.

➤ **General Engineering**

The types of services anticipated under this category shall include, at a minimum, the

following:

- Development of engineering design drawings and specifications for capital improvement projects, and/or rehabilitation and replacement projects.
- Perform necessary field investigations and coordinate with regulatory agencies and other stakeholders to verify design and construction assumptions and constraints.
- Address right of way and easement issues.
- Prepare engineering designs, calculations, plans, specifications, cost estimates and contract bidding documents. Engineering plans and construction documents will include preliminary engineering, sixty percent (60%), ninety percent (90%), and final engineering, or as specified by a given task order.
- Updates and revisions to the water distribution and storage master plan, as-needed.
- Improvements to distribution system network, pressure zone management, well systems, booster pump station, piping valves, junctures and storage tank improvements. Water system design and operations, water demand analyses, system utilization, operation and reliability

➤ **Water Resources Studies**

The types of services anticipated under this category shall include, at a minimum, the following:

- Hydrologic and hydrogeological services as they pertain to water resource management, source protection, water resource management, permit compliance, water system, production, distribution and storage improvements.
- Water budget analyses, water level monitoring, stream gaging and seepage studies, surface and groundwater interaction, and evapotranspiration calculations in support of water resource management studies.
- Long range water supply plan (LRWSP) updates, drought management, new source of supply evaluations, system resiliency, supply and demand forecasting using decision analysis tool (WaterMAPS). Develop 5-, 10- and 20-year long range supply and demand forecasts and integrates result with LRWSP, T&D Master Plan, WaterMAPS decision tool, waste water reuse and conservation plans.
- Groundwater modeling in support of aquifer sustainability and safe yield estimates, groundwater pumping offset calculations, aquifer characteristic evaluations, and supply optimization evaluations. Predictive simulation of

groundwater flow, model development and calibration and model validation with emphasis on Espanola Basin model(s).

- Well design, well efficiency, well permitting, specific capacity and aquifer testing, sustainable well yield assessment, well redevelopment, well construction and repair, well permitting, well siting.
- Water supply prioritization, economics, availability and resiliency, and water supply infrastructure.

➤ **Permit Related Activities, Compliance and Litigation Support**

The types of services anticipated under this category shall include, at a minimum, the following:

- Surface and groundwater water right permitting and applications.
- Inter-state compact compliance, permitting and accounting.
- Appropriation of surface water, groundwater administration, active water resource administration, and general water rights.
- Return flow credits, aquifer storage and recovery, reclaimed water reuse, discharge permitting and water quality compliance.

➤ **Water Utility Management**

The types of services anticipated under this category shall include, at a minimum, the following:

- Asset management plan support including financial planning, life cycle evaluation, water accounting, capital improvements, risk assessments, asset inventory and data management.
- Water loss control program support to support water audit evaluations, conduct water audit intervention processes, and implement performance indicator evaluations.
- Support City pursuit of federal and state grant funding applications.
- Geographic information system (GIS) support, field surveying and mapping, graphical illustrations and reporting support.

City of Santa Fe, New Mexico

MEMO

Date: May 20, 2020

To: Public Utilities/Public Works Committee, Finance Committee and City Council

Via: Shannon Jones, Public Utilities Director ^{sj} **Munis # 3200505**
Jesse Roach, Water Division Director _{jr}

From: Bill Schneider, Water Resources Coordinator ^{WRS} 

mm

RE: Amendment No. 1 to Professional Services Agreement (PSA) 19-0234 with Carollo Engineers (Carollo) for \$250,000 plus GRT to provide On Call Engineering Services for Capital Improvement and Priority Projects

ITEM AND ISSUE

The City of Santa Fe's (City) Water Division (WD) is requesting to amend the PSA 19-0234 with Carollo to provide continued On Call Engineering services for Capital Improvements and Priority Projects.

BACKGROUND AND SUMMARY

The City's WD entered into a PSA with Carollo for on call engineering services via competitively bid request for proposal (RFP) for Engineering Services (RFP '19/16/P) that was awarded as PSA #19-0234. The WD has utilized this contract to provide engineering and technical services to evaluate optimization of effluent reuse, permitting and implementation support for a return flow pipeline to Rio Grande, water treatment and water quality upgrade strategies at Canyon Rd and Paseo Real water treatment plants. This PSA will be utilized in FY20-21 to provide continued services on the water quality and water treatment and technical support on the return flow pipeline permitting. The next critical step for the WD is continued progress on satisfying permitting requirements as outlined in the Appendix A (Reuse Pipeline Permit Plan) of the Phase 1 Preliminary Design Evaluation (2019) that include support and concurrences from several federal, state, and local agencies. Upon approval of this PSA, the WD intends to negotiate task orders for engineering support on these critical actions.

ACTION REQUESTED

Staff requests approval of Amendment No. 1 to PSA #19-0234 with Carollo Engineers On Call Engineering Services for Capital Improvements and Priority Projects. The request for funding of \$250,000 plus gross receipts tax (GRT) was budgeted as part of the FY2021 Water Division CIP Request and will be available in Business Unit/Line Item 5050395.572960.



**City of Santa Fe
Summary of Contracts, Agreements, & Amendments**

Section to be completed by department for each contract or contract amendment

1 FOR: ORIGINAL CONTRACT or CONTRACT AMENDMENT

2 Name of Contractor Carollo Engineers Inc.

3 Complete information requested Plus GRT
 Inclusive of GRT

Original Contract Amount: \$325,000.00

Termination Date: June 30, 2020

Approved by Council Date: March 27, 2019

or by City Manager Date: _____

Contract is for: Original Contract for on call engineering Water and WWMD

Amendment # 1 to the Original Contract# 19-0234

Increase/(Decrease) Amount \$ \$250,000.00

Extend Termination Date to: June 30, 2021

Approved by Council Pending

or by City Manager Date: _____

Amendment is for: Increase for FY 20/21

4 History of Contract & Amendments: (option: attach spreadsheet if multiple amendments) Plus GRT
 Inclusive of GRT

Amount \$ 385,000.00 of original Contract# pending Termination Date: 6/30/2020
Reason: Original Contract WWMD \$50,000; Water \$275,000; Water Conservation \$60,000

Amount \$ 250,000.00 amendment 1 Termination Date: 6/30/2021
Reason: Increase comp for FY 20/21

Amount \$ _____ amendment # _____ Termination Date: _____
Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____
Reason: _____

Total of Original Contract plus all amendments: \$ \$635,000.00



**City of Santa Fe
Summary of Contracts, Agreements, & Amendments**

5 Procurement Method of Original Contract: (complete one of the lines)

RFP# 19/16/P Date: November 9, 2018

RFQ _____ Date: _____

Sole Source _____ Date: _____

Other _____

6 Procurement History: Year 2 of 4
example: (First year of 4 year contract)

Amendment 000616420
File Name: 09/26/2019 10:33 AM

Purchasing Officer Review

Comments or Exceptions: _____

7 Funding Source: Water CIP and WWMD **BU/Line Item:** 5050395.572960

Alexis Lotero
File Name: 09/26/2019 14:31:00

Budget Officer Approval

Comments or Exceptions: _____

8 Any out-of-the ordinary or unusual issues or concerns:

N/A

(Memo may be attached to explain detail.)

9 Staff Contact who completed this form: Maya Martinez

Phone # 4271

10 Certificate of Insurance attached. (if original Contract)

Submit to City Attorney for review/signature
Forward to Finance Director for review/signature
Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).

To be recorded by City Clerk:

Contract # _____

Date of contract Executed (i.e., signed by all parties): _____

Note: If further information needs to be included, attach a separate memo.

Comments:

CITY OF SANTA FE RFP PROCUREMENT CHECKLIST

Contractor Name: Carollo Engineering

Procurement Title: On Call Engineering Services

Solicitation RFP#: 19/16/P

Department Requesting/Staff Member PUD - William Schneider

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Approved Procurement Checklist (by Purchasing)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Departments Recommendation of Award Memo addressed to Finance
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Tabulation Evaluation score sheet
<input type="checkbox"/>	<input checked="" type="checkbox"/>	BAR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	FIR
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contract, Agreement or Amendment
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Current Business Registration and CRS numbers on contract or agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Summary of Contracts and Agreements form
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Certificate of Insurance
<input type="checkbox"/>	<input type="checkbox"/>	Other: _____

William Schneider, Water Resources

Department Rep Printed Name and Title

wschneider
wschneider (May 28, 2020 09:48 MDT)

Department Rep Signature attesting that all information included

William Schneider
Frank Dunaway (Jan 26, 2022 10:51 AM MST)

Purchasing Officer attesting that all information is reviewed

REQUIRED DOCUMENTS FOR BID FILE*

YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Final RFP Document
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Copy of legal solicitation published in the newspaper, website, etc.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	All addendums
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Plan holders list
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Copies of all RFP submittals
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Complete evaluation score sheets
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Non-Responsive/Non-Responsibility Form and correspondence or letters from Department to vendor regarding disqualifications
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Oral presentations (sign-in sheets, presentation materials, etc.)

*

- Documentation sent to Proponents/Offerors and responses received regarding clarifications, decisions, negotiations, and/or best and final offers, etc.
- Reference Reviews/Reference Check Questionnaires
- Pricing evaluation
- Final overall evaluation matrix or summary of evaluator scores
- Other: _____

AWARD*

YES N/A

- Fully executed Memo to Committees from the Department with recommendation of award
- Winning proposal (this is a copy that has all confidential/proprietary information excluded)
- Contract Award Notice
- Email or notification sent to all Proponent(s)/Offerors that award was made
- Waiver or "No Action Taken" from Procurement Office
- If IFB and not awarded to lowest responsive, responsible bidder; written explanation
- Other: _____

DISCLOSURES*

YES N/A

- Contractor Disclosures & Conflicts of Interest**
- Disclosures & Conflicts of Interest Form(s) (winning proponent(s)/offeror(s))
- Contractor –Conflicts of Interest**
- Purchasing Office Letter or e-mail to designated individual regarding potential conflict
- Conflict of Interest Form signed by all parties
- Letter from Procurement Office regarding the potential conflict
- Subcontractor Disclosures**
- Disclosures & Conflicts of Interest form of Subcontractor(s)
- Subcontractor –Conflicts of Interest**
- Purchasing Officer Letter or email to designated individual regarding potential conflict
- Conflict of Interest form signed by all parties
- Letter from Legal Office regarding the potential conflict
- Other: _____

CONTRACT*

YES N/A

- Copy of Executed Contract
- Copy of all documentation presented to the Committees
- Finalized Council Committee Minutes
- Other: _____

MISCELLANEOUS FILE*

YES N/A

- Local Preference Form
- New Mexico Residence Form
- Veterans Exemption
- Other: _____

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

*

PROTEST (If applicable)*

YES

N/A

Documentation from protester filed with the Purchasing Office

Letter from Department to Purchasing Office Providing response to protest

Letter from Purchasing Officer to protester and Department on final outcome

Other: _____

Create a separate file folder which may contain any documents with trade secrets or other competitively sensitive, confidential or proprietary information.

YES

N/A

Original proposal (s) with no redactions

William Schneider, Water Resources

Department Rep Printed Name and Title

wschneider

wschneider@ray.oh.2020.08.04.mdt

Department Rep Signature attesting that all information included

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT

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

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

A. The Contractor shall perform On-Call Engineering Services for the City as follows and:

- 1) Technical water resources engineering and feasibility studies,
- 2) Preliminary engineering services for design and construction,
- 3) General engineering services for:
 - a. Capital Improvements,
 - b. Repair and rehabilitation related assessments,
 - c. Upgrades and improvements,
 - d. Design support, preparation of design specifications, and procurement support for CIP
- 4) Water resources studies for:
 - a. Supply and demand management
 - b. Well field sustainability analyses
 - c. Water budget and geohydrologic modeling analyses
 - d. Permitting
- 5) Permit related activities, compliance and litigation support,
- 6) Water utility management support for:
 - a. Asset management
 - b. Water loss audit
 - c. Federal and State funding applications

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the per hour rates outlined in Exhibit "A" attached hereto, such compensation not to exceed three hundred eighty five thousand dollars (\$385,000), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling thirty two thousand four hundred eighty four dollars and thirty eight cents (\$32,484.38) shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed four hundred seventeen thousand four hundred eighty four dollars and thirty eight cents (\$417,484.38).** This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event

will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

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

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. **Term.**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on June 30, 2020 unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. **Termination.**

A. **Termination.** This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. ***THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.***

B **Termination Management.** Immediately upon receipt by either the City or the

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

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Council, this Agreement shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

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

8. Subcontracting.

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

9. Release.

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

10. Confidentiality.

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

11. Product of Service -- Copyright.

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

12. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

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

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

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

13. Amendment.

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

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

14. Merger.

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

15. **Penalties for violation of law.**

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

16. **Equal Opportunity Compliance.**

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. **Applicable Law.**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. **Workers Compensation.**

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

19. **Professional Liability Insurance.**

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

20. **Other Insurance**

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the

following insurance coverage(s), naming the City as additional insured, except Workers Compensation.

A. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers liability: \$100,000.

B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this contract). Limits shall not be less than the following:

- a. Bodily injury: \$1,000,000 per person /\$1,000,000 per occurrence.
- b. Property damage or combined single limit coverage: \$1,000,000.
- c. Automobile liability (including non-owned automobile coverage): \$1,000,000.
- d. Umbrella: \$1,000,000.

C. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

21. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments

22. Indemnification.

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, to the extent caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City. The Contractor shall not be responsible for warranties, guarantees, fitness for a particular purpose, breach of fiduciary duty, loss of anticipated profits or for economic, incidental or consequential damages to the City or any third party arising out of breach of contract, termination, or for any other reason whatsoever. Additionally, the Contractor shall not be responsible for acts and decisions of third parties, including governmental agencies, other than the Contractor's sub-engineers, that impact project completion and/or success.

23. Invalid Term or Condition.

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

24. Enforcement of Agreement.

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

25. Notices.

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

To the City:
Water Division Director
801 W. San Mateo
Santa Fe, NM 87505

To the Contractor:
John Rehring, P.E.
Carollo Engineers
390 Interlocken Crescent, Suite 800
Broomfield, CO 80021

26. Authority.

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

27. Standard of Care.

The Contractor shall perform the services required hereunder in accordance with the prevailing engineering standard of care by exercising the skill and ability ordinarily required of engineers performing the same or similar services, under the same or similar circumstances, in the State of New Mexico.

28. City-Provided Information and Services.

The City shall furnish the Contractor available studies, reports and other data pertinent to the Contractor's services; obtain or authorize the Contractor to obtain or provide additional reports and data as required; furnish to the Contractor services of others required for the performance of the Contractor's services hereunder, and the Contractor shall be entitled to use and rely upon all such information and services provided by the City or others in performing the Contractor's services under this Agreement.

29. **Third Parties.**

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

30. **Document Use and Reuse.**

Documents, including drawings and specifications, prepared by the Contractor pursuant to this Agreement are not intended or represented to be suitable for reuse by the City or others for this Project or on any other project. Any reuse of completed documents or use of partially completed documents without written verification or concurrence by the Contractor for the specific purpose intended will be at the City's sole risk and without liability or legal exposure to the Contractor. The Contractor's instruments of service hereunder are the printed hard copy drawings and specifications issued for the Project, whereas electronic media, including CADD files, are tools for their preparation. As a convenience to the City, the Contractor shall furnish to the City both printed hard copies and electronic media. In the event of a conflict in their content, the printed hard copies shall take precedence over the electronic media. Because data stored in electronic media form can be altered, inadvertently, it is agreed that the City shall hold the Contractor harmless from liability arising out of changes or modifications to the Contractor's data in electronic media form in the City's possession or released to others by the City.

31. **Access.**

The City shall arrange for access to and make all provisions for the Contractor to enter upon public and private property as required for the Contractor to perform services hereunder.

32. **Estimates and Projections.**

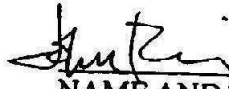
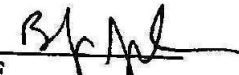
The Contractor has no control over the cost of labor, materials, equipment or services furnished by others, over the incoming water or wastewater quality and/or quantity, or over the way City's plant and/or associated processes are operated and/or maintained. Data projections and estimates are based on the Contractor's opinion based on experience and judgment. The Contractor cannot and does not guarantee that actual costs and/or quantities realized will not vary from the data projections and estimates prepared by the Contractor and the Contractor will not be liable to and/or indemnify the City and/or any third party related to any inconsistencies between the Contractor's data projections and estimates and actual costs and/or quantities realized by the City and/or any third party in the future.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

CONTRACTOR:
Carollo Engineers



ALAN WEBBER, MAYOR

 
NAME AND TITLE
JOHN REHRING Becky Lina
VICE PRESIDENT Vice President


DATE: 4/1/19

DATE: 4-9-19 4-9-19
CRS# 03-162628-00-9
Registration # 19-00117760

ATTEST:


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

APPROVED AS TO FORM:

 2/12
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:


MARY MCCOY, FINANCE DIRECTOR



52456.510320; 52354.572960
Business Unit Line Item


City of Santa Fe, New Mexico

MEMO

Date: February 10, 2021

To: Public Utilities Committee
Finance Committee
City Council

Via: Shannon Jones, Public Utilities Department Director 
Jesse Roach, Water Division Director 

From: Bill Schneider, P.G., Water Resources Coordinator 
WHS

RE: Amendment No. 2 to Professional Services Agreement (PSA) 19-0234 with Carollo Engineers, Inc. (Carollo) and Budget Adjustment Request (BAR)

ITEM AND ISSUE

Request for approval of Amendment #2 to PSA #19-0234 with Carollo Engineers, Inc. for environmental permitting services in support of the San Juan Chama Return Flow Pipeline Project (PROJECT). This contract will provide technical expertise necessary for the City and US Bureau of Reclamation (USBR) to complete the Environmental Assessment (EA) under the National Environmental Policy Act (NEPA) guidelines.

BACKGROUND AND SUMMARY

Resolution 2019-56 directs staff to develop 40- and 80-year water plans (Santa Fe Water 2100) and promote strong community participation in the planning process, and to complete the necessary permitting and engineering design for the San Juan Chama (SJC) return flow pipeline. Jesse Roach, Ph.D, Director of City of Santa Fe Water (CoSFW), presented at the January 13, 2021 Governing Body Meeting 11.d 'status update and next steps for the SJC return flow pipeline' which articulated the permitting and design requirements and project schedule for the SJC return flow pipeline, including NEPA permitting.

City water supply planning, in conjunction with USBR and Santa Fe County, indicates that increases in service area demand and climate change conditions will cause available water supplies to fall significantly short (supply gap) by the 2050s. For the purpose of developing a new safe and reliable source of water supply, CoSFW is proposing the PROJECT to convey reclaimed SJC water from the Paseo Real Water Reclamation Facility (PRWRF) via a pipeline to the Rio Grande below the Buckman Direct Diversion (BDD) for return flow credits. CoSFW is concurrently working on preliminary hydrology planning studies, federal and state agency coordination, outreach to key stakeholders, permitting and technical analyses work in preparation for initiating the EA requirement under NEPA in April 2021. Reclamation has agreed to be the lead Federal agency for the NEPA process in cooperation with the Bureau of Land Management (BLM) and the US Forest Service (USFS). This organizational structure was approved by the Governing Body on November 10, 2020. This PSA Amendment and BAR will provide CoSFW the necessary technical permitting services to complete the required EA.

ACTION REQUESTED

Staff requests approval of Amendment No. 2 to PSA #19-0234 with Carollo Engineers, Inc. for NEPA environmental services. Amendment No. 2 is both an increase in budget of \$250,000 plus NMGRT and an extension of term through June 30, 2022, consistent with the terms of the contract. Staff requests approval of the Budget Increase (BAR) from the Water Enterprise Cash Balance to the CIP Engineering fund. Funding will be available under Obj / Org 5050395.572960 with approval of attached BAR.



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3200505

Contractor: Carollo Engineers

Description: On Call Engineering

Contract Agreement Lease / Rent Amendment

Term Start Date: as soon as approved Term End Date: 7/20/25

Approved by Council Date: 6/30/21

Contract / Lease:

Amendment # 2 to the Original Contract / Lease # 19-0234

Increase/(Decrease) Amount \$ 250000 plus nmgrt

Extend Termination Date to: na

Approved by Council Date: Pending

Amendment is for: Task #14 NEPA

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

Original Contract 19-0234 \$325,000 + nmgrt approved 3/27/19

Amendment#1 #20-0374 \$250,000 + nmgrt approved 7/29/20

3. Procurement History: 19/16/P 11/9/18

Sam Denny
Frank Denny (Mar 1, 2021 10:14 MST)

Mar 1, 2021

Purchasing Officer Review:

Date:

Comment & Exceptions: Amendment 2 to extend and increase funding 3/27/21-3/26/22 (3rd. year)

4. Funding Source: Water Enterprise Cash balance

Org / Object: 5050395.572960

Alexis Lotero
Alexis Lotero (Mar 1, 2021 18:38 MST)

Mar 1, 2021

Budget Officer Approval:

Date:

Comment & Exceptions: _____

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

Email: mfmartinez@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

**CITY OF SANTA FE
AMENDMENT No. 2 TO
PROFESSIONAL SERVICES AGREEMENT
#19-0234; #20-0374**

AMENDMENT No. 2 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated March 27, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and Carollo Engineers, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide engineering services as outlined in the original Agreement for the City.

B. Pursuant to Article 13 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES:

Article 1, of the Agreement is amended to include Exhibit "C Titled Task Order 14 attached hereto and incorporated within.

2. COMPENSATION.

Article 2, paragraph A of the Agreement is amended to increase the amount of compensation by a total of two hundred fifty thousand dollars (\$250,000) plus gross receipts tax, so that Article 2, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the per hour rates outlined in Exhibit "A" attached hereto, such compensation not to exceed eight hundred eighty five thousand dollars (\$885,000), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling seventy four thousand six hundred seventy one dollars and eighty eight cents (\$74,671.88) shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed nine hundred fifty nine thousand six hundred seventy one dollars and eighty eight cents (\$959,671.88).** This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

3. AGREEMENT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

By: 

ALAN WEBBER, MAYOR

Date: Apr 7, 2021

CONTRACTOR:
Carollo Engineers, Inc.



NAME John Rehring

TITLE Vice President

Date: _____

NM Taxation & Revenue
CRS # 03-162628-00-9
City of Santa Fe Business
Registration # 117760

ATTEST:

Kristine Mihelcic



GC

KRISTINE BUSTOS MIHELIC, CITY CLERK

GB MTG 03/31/2021

CITY ATTORNEY'S OFFICE:

Marcos Martinez


Marcos Martinez (Feb 17, 2021 14:06 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Mary McCoy


MARY MCCOY, FINANCE DIRECTOR

5050395,572960

Business Unit/Line Item 



**Carollo Engineers, Inc.
On Call Engineering Services for the
Water System Capital Improvements Program**

**SCOPE OF WORK
TASK ORDER 14
Environmental Services Phase 2 for the San Juan Chama Return Flow
Pipeline Project
February 17, 2021**

The City of Santa Fe (City) has been working on pre-NEPA investigations since July 2020, and is ready to initiate the formal Environmental Assessment process for the San Juan Chama Return Flow Pipeline Project that consists of:

- A new 15 mgd reclaimed water pump station at the Paseo Real Reclamation Facility (PRWRF),
- A new pipeline (approximately 17.6 miles, 24-inch diameter) to convey San Juan Chama (SJC) water back to the Rio Grande for return flow credits,
- A new pressure to gravity transition structure,
- A new discharge structure immediately downstream of the Buckman Direct Diversion (BDD) intake structure,

The new system will allow the City to meet future water supply needs due to increases in service area demand and climate change conditions by taking full advantage of SJC water in an exchange that would allow the City to divert additional water via the BDD. Availability of reclaimed water will vary seasonally, and the highest rates will be during the fall, winter, and spring when existing irrigation demands are lowest.

The lead agency for the EA will be the United States Bureau of Reclamation (Reclamation), in coordination with the Bureau of Land Management (BLM) and US Forest Service (USFS). EMPSi will function as a consultant to Reclamation and will work on the NEPA process exclusively at Reclamation's direction. All communication between Reclamation and EMPSi concerning the NEPA process will be confidential unless otherwise identified by Reclamation. All material created or produced by EMPSi related to the NEPA process will belong to Reclamation.

The purpose of this Task Order is to:

- Provide environmental services for Phase II of the NEPA process using personnel with interdisciplinary areas of expertise as applicable to gather, assess, and provide documentation of analyses in a manner that is legally defensible.

- Provide environmental documents required for the City's separate use in permit applications and right-of-way acquisition.
- Provide public outreach and attend meetings associated with the NEPA process.
- Provide technical support regarding proposed facilities as required for the NEPA process.

Carollo Engineers will be supported by subconsultants EMPSi and John Shomaker and Associates (JSAI) in the execution of the work.

Task	Title
14.1	Project Coordination
14.2	Scoping
14.3	Draft EA
14.4	Final EA/FONSI
14.5	Technical Support

Task 14.1 – Project Coordination

14.1.1 Project management and administration including task order staffing, contract compliance, action item list, and budget management.

14.1.2 Subconsultant management and subcontract administration.

14.1.3 NEPA Management, Kickoff Meeting and Decision File.

- Includes up to 6 management calls with Reclamation
- Up to four 2-hour meetings with permitting agencies. Provide meeting minutes documenting concerns, mitigation requirements, permitting requirements, etc.
- Develop and maintain a project schedule.
- Develop and maintain an electronic project decision file that meets Reclamation and Department of Interior standards. Organize and index all relevant project records (including all NEPA supporting documents, studies, data, reference maps, correspondence, models, etc). Record will not include draft documents.

Assumptions:

- Task Order will be conducted for 8 months (May 2021 to December 2021)
- Invoices and progress reporting will be combined with other active on-call task orders in a single monthly submittal.

Deliverables:

- Invoices and progress reporting (one per month, delivered electronically).
- Meeting agendas and notes
- Project schedule

- Electronic Decision File of the EA process

Task 14.2 – Scoping Meetings and Report

- 14.2.1 Plan and host one public scoping meeting, either in-person in Santa Fe or virtual depending on state and local COVID-19 mandates. Up to three staff from EMPSi shall attend the meeting. The meetings will be conducted in accordance with industry and Reclamation standards.
- 14.2.2 Prepare display materials, reserve an adequate meeting venue, and assist in the conducting of the meetings.
- 14.2.3 Work with Reclamation and the City to prepare and distribute public notices for the public scoping meeting.
- 14.2.4 Public a notice in the Santa Fe New Mexican advertising the scoping meeting.
- 14.2.5 Participate in a pre-scoping call or WebEx meeting with Reclamation and the City to discuss exactly what will be presented in scoping and how it will be presented.
- 14.2.6 Providing scoping materials to Reclamation to be published on the Reclamation website.
- 14.2.7 Prepare scoping report per industry standards; a draft report should be provided to Reclamation 15 days after the scoping meeting for review prior to further distribution. Attend one conference call to discuss report. Incorporate comments from Reclamation into final report.
- 14.2.8 Written public comments will be encouraged; any verbal input received during the scoping meetings will be captured through meeting notes.

Assumptions:

- Distribution of public notices will be electronic so no postage is required.
- Reclamation will host the project website.
- No court reporter or verbatim transcript will be provided.

Deliverables:

- Draft and Final scoping materials, including maps.
- Scoping materials to be posted on the Reclamation project website.
- Draft and final scoping reports

Task 14.3 – Draft EA

- 14.3.1 Consult with regulatory agencies to develop a list of concerns that need to be addressed by the EA. Provide a list of agencies and persons consulted during the process including Federal, State, and local agencies, Tribes, and individuals.
- 14.3.2 Prepare an alternatives analysis for up to three alternatives, including the No Action alternative, that clearly documents the alternatives considered in comparative form, defining the issues and providing a clear basis for choice by decision makers and the public. The 2007 BDD EIS covered environmental effects of constructing pipelines, pump stations, and a discharge outfall to the Rio Grande. The consultant shall use the BDD EIS analyses and consultations to the extent possible for the components of the

San Juan Chama Return flow pipeline and pump station. Analyses should be issue-based. Analysis shall include as a minimum:

- a. Analysis of impact to the Camino Real Adentro Trail and other cultural resources.
- b. General overview and assessment of wetlands extent along the lower Santa Fe River
- c. Biological review will be used to determine presence of special status species and critical habitat.

Assumptions:

- Informal consultation will be required with the US Fish and Wildlife Service in accordance with Section 7 of the Endangered Species Act and that a formal Biological Assessment will not be required.
- Wetland delineation will not be required.

Deliverables:

- Meeting agendas and meeting notes.
- Draft and Final EA

Task 14.4 – Final EA/FONSI

14.4.1 Plan and host one public meeting on the Draft EA, either in-person in Santa Fe or virtual depending on state and local COVID-19 mandates. Up to three staff from EMPSi shall attend the meeting. The meetings will be conducted in accordance with industry and Reclamation standards

14.4.2 Prepare display materials, reserve an adequate meeting venue, and assist in the conducting of the meetings.

14.4.3 Work with Reclamation and the City to prepare and distribute public notices for the public meeting.

14.4.4 Publish a notice in the Santa Fe New Mexican advertising the scoping meeting.

14.4.5 Participate in a pre-meeting call or WebEx meeting with Reclamation and the City to discuss exactly what will be presented in scoping and how it will be presented.

14.4.6 Compile and code all public and agency comments and prepare a response to comments memo for the project record.

14.4.7 Develop any mitigation and monitoring measures that should be incorporated into the design and construction specific to the project.

14.4.8 Prepare an electronic copy of the draft Final EA for review by Reclamation.

14.4.9 Prepare the Final EA incorporating Reclamation comments and submit an electronic copy.

14.4.10 Prepare the draft FONSI for review by Reclamation.

14.4.11 Prepare the final FONSI incorporating Reclamation's comments.

Assumptions:

- Distribution of public notices will be electronic, so no postage is required.

Deliverables:

- Public comment memo
- Draft Final EA and Final EA
- Draft and Final FONSI

Task 14.5 – Technical Support

14.5.1 Prepare technical figures, descriptions, estimates to support the NEPA effort.

14.5.2 Initiate coordination with design firm to transmit materials and debrief on assumptions made in the EA, environmental and cultural restrictions that need to be incorporated into design.

Assumptions:

- One 3-hour meeting with preliminary design team.

14.5.3 Phase 1 Additional Hydrology Support. JSAI to incorporate Reclamation and outside consultant review comments. Attend weekly hydrology meetings and Reclamation meeting.

14.5.4 New Mexico RAPID wetland assessment. EMPSi or other subconsultant (TBD) will initiate wetland assessment of the Lower Santa River wetlands based on the new assessment criteria in development by the state.

Deliverables:

- Technical figures for EA.
- Preliminary Wetland Assessment Data

Project Schedule

The project is anticipated to be completed over an 8-month timeframe from May 2021 to December 2021. The formal EA process is expected to be completed in 6 months in accordance with SO 3355, but the SF299 permit effort may extend up to 2 months beyond this window.

Project Budget

The project will be completed for a not-to-exceed budget of \$250,000.

Approved:

Jesse Roach
Water Division Director
City of Santa Fe

Date

John Rehring
Vice President
Carollo Engineers, Inc.

Date

Becky Luna
Senior Vice President
Carollo Engineers, Inc.

Date



City of Santa Fe, New Mexico

Memorandum



DATE: June 1, 2021

TO: Governing Body – June 30, 2021
Finance Committee – June 21, 2021
Public Works and Public Utilities Committee – June 7, 2021

VIA: Jarel LaPan Hill, City Manager
Mary McCoy, Finance Department Director
Shannon Jones, Public Utilities Department Director

FROM: Jesse Roach, Director, City of Santa Fe Water
Marcos Martinez, Senior Assistant City Attorney

ITEM AND ISSUE:

Request for Approval of County Partnership in the San Juan Chama Return Flow Project
Jesse Roach, jdroach@santafenm.gov 955-4309
Marcos Martinez, mdmartinez@santafenm.gov 955-6502

BACKGROUND AND SUMMARY:

Connected Utilities: The City of Santa Fe and Santa Fe County share ownership in the Buckman Direct Diversion (BDD), and work together to manage water deliveries from this and other sources to customers in and around the City through a connected transmission and distribution network. City of Santa Fe Water provides backup water supply to the County, and we are actively working with the County on several fronts to ensure a resilient shared water future.

The San Juan Chama Return Flow Project (SJCRFP): In 2015, the City and County completed the Santa Fe Basin Study, a collaborative evaluation of the potential impact of climate change and population growth on Santa Fe's water future. This study identified waste-water effluent as a potential key to avoiding water shortages in the Santa Fe area by the middle of the century. Subsequent internal investigation and published studies point firmly to the SJCRFP as the most resource-efficient way to turn waste-water effluent (indirectly) into additional potable supply. This additional surface water supply will add resiliency to the City water resources portfolio, and thus to the County's backup water source.

The Lower Santa Fe River: The SJCRFP will take waste-water effluent out of the Santa Fe River Watershed for delivery to the Rio Grande in exchange for the ability to divert additional water from the Rio Grande. While there will continue to be effluent discharged to the lower Santa Fe River with the SJCRFP in place, unconsumed San Juan Chama water will no longer be part of that discharge. The proposed City County partnership in the SJCRFP includes a stakeholder informed planning process to develop a Lower Santa Fe River Plan for management of the lower river once the SJCRFP is in place.

Benefits of County Partnership in the SJCRFP: The County's participation in the SJCRFP would defray some of the City's costs in this large infrastructure project, would allow the County to directly benefit from a new water resource, and would bring the City and County together to engage in a stakeholder-informed planning process related to potential impacts of the SJCRFP on the lower Santa Fe River.

Proposed terms of City-County Partnership in the SJCRFP: The proposed partnership would allow the County to invest in the SJCRFP up to a 7% interest, and in return receive the same proportion of the wet water benefits from the project. Once built, the County would pay its proportionate share of operation, maintenance, replacement, and repair costs and 50% of costs associated with accounting for wet water project benefits. The County would provide a \$140,000 nonrefundable up-front deposit on this investment. The City and County would embark on a stakeholder-informed lower Santa Fe River planning process to be complete within 2 years of the agreement effective date. If a mutually agreeable Lower Santa Fe River Plan is not developed or adopted by the City and the County, the County would have the option to exit the partnership. The County would lose the \$140,000 deposit if they chose to exit at that point.

Note for the Public Works and Public Utilities Committee: This agreement with differences in Section 6 (Lower Santa Fe River Planning Process: County Termination Option) was approved by the Public Works and Public Utilities Committee on April 26, 2021. However, the version approved differed from a version approved by the Board of County Commissioners (BCC) on April 27, 2021, and as a result we are starting the process again with a revised agreement that will go to the BCC on June 29, 2021.

ACTION REQUESTED:

City of Santa Fe Water respectfully requests your review and approval of the attached City – County San Juan – Chama Return Flow Project Agreement

**CITY-COUNTY
SAN JUAN – CHAMA RETURN FLOW PROJECT AGREEMENT**

This San Juan – Chama Return Flow Project Agreement (“Agreement”) is between the City of Santa Fe (“City”), a New Mexico home-rule municipality, and Santa Fe County (“County”), a political subdivision of the State of New Mexico (together the “Parties”).

Recitals

- A. The United States, Department of Interior, Bureau of Reclamation (Reclamation) and the City are parties to a contract, 05-WC-40-540, for 5,230 acre-feet per year of San Juan-Chama Project (“SJCP”) Water. Reclamation and the County are parties to a SJCP contract, 05-WC-40-550 for 375 acre-feet of SJCP Water.
- B. The City and County are partners in the Buckman Direct Diversion (“BDD”), under a Joint Powers Agreement ("the JPA") executed on March 7, 2005, and can divert SJCP water through the BDD for use within their service areas.
- C. Although the Parties have the right to fully consume all of their SJCP water, a significant portion of potential reuse water is lost because of lack of infrastructure to put the water to beneficial use.
- D. In order to more fully utilize their SJCP water and to meet growing demands in the face of potentially reduced supplies, the Parties desire to partner in the planning, construction, and operation of the Santa Fe SJCP Return Flow Pipeline Project (“Project”), consisting of a pipeline to move unconsumed SJCP water from the Paseo Real Water Reclamation Facility to 1) the Rio Grande for (a) rediversion and full consumption at the BDD or (b) for delivery to a downstream SJCP water user for subsequent exchange with water stored in upstream reservoirs and, should it become both feasible and preferable, 2) direct reuse, including, but not limited to, delivery of Project supply directly to the BDD water treatment plant for direct potable reuse (“DPR”).
- E. This Agreement represents one of four areas of active engagement between the City and County in preparation for a shared water future. The other three areas are in long-term water resources planning, sharing water resources at the Buckman Direct Diversion (BDD), and a lower Santa Fe River water management planning and mitigation process.
- F. This Agreement is consistent with and furthers an overall conjunctive management strategy, with the objectives of improving drought resiliency, protecting ground water resources, mitigating Project impacts, protecting traditional water uses, including in areas such as La Cienega, and providing supplemental supply to areas dependent on groundwater, such as Eldorado.

Agreement

1. Project Partnership; General Cost-Sharing and Other Principles.

a. Except to the extent modified pursuant to Paragraph 2(b) and consistent with their SJCP allocations, the Parties' respective interests in the Project shall be 93% to the City and 7% to the County. Subject to Paragraph 2(b) and Paragraph 14, each Party will pay its respective share of capital, operation, maintenance, replacement, and repair (OMR&R) costs associated with the Project; provided, however, that water and financial accounting costs directly attributable to the Project shall be split 50-50 by the Parties.

b. Capital costs are those costs (1) that may be included in the capitalized costs of the Project under generally accepted accounting principles for state and local governments; (2) that are included in the capitalized costs of the Project, as reflected in the City's financial records; and (3) that were incurred since publication of the Santa Fe Water Reuse Feasibility Study by the City and County in April of 2017.

c. OMR&R costs consist of the direct costs attributable to the OMR&R of the Project, such as electricity, parts, contractor payments, benefits and salary of City Staff attributable to the Project, and accounting services necessary to bill the County for its share of capital and OMR&R costs as well as account for the Parties' respective use of Project supply as required by Paragraph 5.

d. In implementing and operating the Project, the Parties shall owe to each other duties of loyalty, care, and good faith and fair dealing.

2. Construction Costs and Management. The City will have the authority and responsibility to direct and manage the planning, permitting, engineering design, and construction of the Project, subject to the following:

a. Once the City has final construction drawings, they shall be shared with the County Utility Director. If the County has any comments on those drawings, the County will provide those comments to the City within 15 working days, and the City will respond within 15 working days of receiving the County's comments. The County Utility Director must approve the final construction drawings for the Project, which approval shall not be unreasonably withheld.

b. The County's total contribution toward the capital costs of the Project shall not exceed the lesser of \$2 million or 7% of the total capital costs for the Project and is subject to the following:

i. Prior to procuring the construction of the Project, the City shall deliver to the County a certified engineer's cost estimate for the Project. Procurement of the construction services shall only proceed if (i) the certified engineer's cost estimate will cause the County's capital contribution to be less than or equal to \$2 million; (ii) the County authorizes additional funds to be allocated toward its capital contribution; (iii) the County agrees to having its interest in the Project reduced; (iv) the Project is redesigned to bring the certified engineer's cost estimate within available resources; or (v) the County chooses to end its participation in the

Project and terminate the Agreement. If the certified engineer's cost estimate would cause the County's capital contribution to exceed \$2 million and the Parties do not agree to have the Project redesigned to bring the certified cost estimate within available resources, then the County shall, within 60 days after the Parties decide not to have the Project redesigned, make its election pursuant to items (ii) and/or (iii) or (v) in the previous sentence; provided, however, that the County shall have the ability to make its additional contributions over a defined time period if doing so does not interfere with the timely delivery of the Project.

ii. Prior to authorizing the selected contractor to proceed with the construction of the Project, the City shall submit the contractor(s)'s bid to the County. Construction shall only proceed if (i) the contractor(s)'s bid will cause the County's capital contribution to be less than or equal to \$2 million or, if the County authorized a higher amount pursuant to Paragraph 2(b)(i), that higher amount; (ii) the County authorizes additional funds to be allocated toward its capital contribution; (iii) the County agrees to having its interest in the Project reduced; (iv) the Project is redesigned to bring the contractor(s)'s bid within available resources; or (v) the County chooses to end its participation in the Project and terminate the Agreement. If the contractor(s)'s bid would cause the County's capital contribution to exceed \$2 million or, if the County authorized a higher amount pursuant to Paragraph 2(b)(i), that higher amount and the Parties do not agree to have the Project redesigned to bring the contractor(s)'s bid within available resources, then the County shall, within 60 days after the Parties decide not to have the Project redesigned, make its election pursuant to items (ii) and/or (iii) or (v) in the previous sentence; provided, however, that the County shall have the ability to make its additional contributions over a defined time period if doing so does not interfere with the timely delivery of the Project.

c. Except for the payment described in Paragraph 2(d), the County shall reimburse the City for the County's share of the capital costs of the Project incurred by the City after the Project has been tested and accepted by the City or upon expiration of the County's termination option pursuant to Paragraph 6(b), whichever occurs last. For the avoidance of doubt, the Parties recognize and agree that the County may, with the written approval of the Director of City of Santa Fe Water, incur and directly pay for capital costs for the Project, which shall be counted toward its capital contribution under this Paragraph 2.

d. Within thirty (30) days of the execution of this Agreement, the County shall pay the City the sum of \$140,000 to be applied toward the County's share of the capital costs of the Project. This payment is non-refundable, even if the County terminates the Agreement pursuant to Paragraphs 2(b) or Paragraph 6.

3. OMR&R.

a. Once constructed, the City will have the authority and responsibility to oversee and conduct Project OMR&R.

b. In January of each year, the Director of City of Santa Fe Water and the County Utility Director shall determine a Project operating plan for the current calendar year. The operating plan shall be designed to ensure that each Party receives its respective share of Project supply during the calendar year.

c. In January of each year, the City shall deliver to the County the proposed OMR&R budget for the Project for the following fiscal year, including the County's share of OMR&R costs as defined in Paragraph 2(d).

d. At the beginning of each fiscal quarter, the City shall bill the County in advance for OMR&R costs it reasonably expects to incur that quarter. Payment shall be tendered to the City within thirty (30) days of the date of invoice. The City may invoice the County electronically. At the end of each fiscal year, or more frequently if requested by the County, the City shall document its actual costs to the County. The City shall credit the unexpended balance (if any) of the County's contributions at fiscal year end toward the County's contributions in the next fiscal year.

4. **Future Capital Expenditure.** Any capital expenditure beyond the initial capital costs of the Project and ordinary repair and replacement costs included in the annual OMR&R budget shall be the subject of a separate written agreement between the parties.

5. **Allocation and Delivery of Water; Accounting.** The City is allocated 93% and the County is allocated 7% of Project supply. The Parties anticipate that a variety of mechanisms, or combinations thereof, will be available for crediting of Project return flow, including the following:

- a. **Direct Re-Diversion.** If the Project is authorized to receive return-flow credit for Project water returned to the Rio Grande and the Parties are permitted to immediately redivert the water at the BDD, then the Parties expect the quantity of rediversion to equal the amount of return-flow credit, without reduction. For example, if in one year the Project returns 4,000 acre-feet to the Rio Grande, and is given return-flow credit for that full amount, and each Party chooses to take all of its Project supply as rediversion, then the City would redivert 3,720 acre-feet of return-flow credit and the County 280 acre-feet.
- b. **Downstream SJCP Water User Exchange.** If the Project is authorized to return Project water to the Rio Grande for delivery to a downstream SJCP water user and the Parties are permitted to receive an exchange credit allowing for transfer to the Parties' SJCP accounts in Heron, El Vado, or Abiquiu Reservoirs, then the Parties expect the transferred amount will be reduced, resulting in a less than 1 to 1 exchange credit. For illustrative purposes only, if in one year the Project returns 4,000 acre-feet to the Rio Grande for delivery to a downstream SJCP user, and the Parties receive 90% of the delivery (3,600 AF) as a transfer in Heron, then the City's SJCP account in Heron Reservoir would be credited 3,348 acre-feet and the County's SJCP account in Heron Reservoir would be credited 252 acre-feet.
- c. **Direct Reuse.**
 - i. The City and County analysis in the 2017 Water Reuse Optimization Feasibility Study concluded that return flow credits are currently the best option for expanding potable water supply via utilization of effluent at the Paseo Real Water Reclamation Facility. At this point, there is technical and regulatory uncertainty associated with near term consideration of DPR at the

BDD water treatment plant. If at some point in the future, technology, regulatory compliance, hydrology, or other factors change sufficiently to make DPR a preferable water reuse strategy, a Party or the Parties may utilize Project infrastructure to facilitate a transition from return-flow credits to DPR.

- ii. Although the Project feasibility and associated permitting is based entirely on return flow of unconsumed SJCP water to the Rio Grande, the Parties agree that, where it makes sense, the Project should be designed and constructed to be adaptable over time to accommodate additional direct reuse. For example, Project supply could be made available for turf irrigation currently being supplied by BDD raw water, to provide supply to the lower Santa Fe River as part of mitigation planning described in Paragraph 6 below, for use at locations made accessible by connection to the return-flow pipeline, and for direct potable reuse at the BDD water treatment plant.
- iii. Direct reuse will not require any reduction in the quantity of Project supply. For example, if DPR is mutually implemented at some point in the future, and in one year the Project delivers 4,000 acre-feet for DPR, then the City could use 3,720 acre-feet and the County 280 acre-feet of the DPR.

Accounting of each Party's annual Project supply usage will be maintained.

6. Lower Santa Fe River Planning Process; County Termination Option.

- a. Within 180 days of the effective date of this Agreement, the City and County will engage in a stakeholder-informed planning process for the Lower Santa Fe River assuming that no San Juan Chama water is available for release into the Santa Fe River. The stakeholder-informed planning process is entirely separate from and in addition to the National Environmental Policy Act (NEPA) review process for the Project. Ideas to be explored during the stakeholder-informed planning process may include developing target flows and hydrographs for the lower Santa Fe River, as well as accounting for sources and uses of non-Project supply. Within two years of the effective date of this Agreement, the Parties will jointly develop and recommend for approval by their respective governing bodies a Lower Santa Fe River Plan for implementation of any agreed actions.
- b. Should the Parties fail to timely develop a Lower Santa Fe River Plan or should the governing bodies fail to adopt a mutually agreeable Lower Santa Fe River Plan, the County may, but shall not be required to, elect to terminate its participation in the Project, effective at the end of the fiscal year or upon 180-days notice, whichever is later. Should the County choose to terminate its participation in the Project, the County shall have no obligation to reimburse the City for, or directly incur, capital costs for the Project. For the avoidance of doubt, the County shall not be reimbursed for its share of OMR&R expenses incurred through the effective date of the termination. The County's termination option expires 2 years and six months after the effective date of this Agreement.

7. **Substitution of Treated Effluent to Supply Turf Irrigation.** The County and the Club at Las Campanas (The Club) are parties to the Raw Water Supply Agreement dated November 15, 2011, for supply of up to 600 acre-feet per year of raw water derived from the BDD for turf irrigation. The City is party with Las Campanas Limited Partnership to the Settlement Agreement dated September 30, 2003, that provides for delivery by the City to Las Campanas of up to 450 acre-feet per year of treated effluent for turf irrigation through 2027. The Parties agree to work with The Club in good faith to evaluate the existing supply methods and agreements in order to seek potential efficiency improvements that will benefit all parties, including by updating, extending, or changing existing agreements. By substituting treated effluent for raw water for supply of turf irrigation, additional supply from the BDD may be available for potable uses. To this end, the Parties will work to complete terms of agreement with The Club by the end of 2022.

8. **Term; Decennial Review of Terms.**

a. This Agreement shall be effective on the latest signature date below and shall continue thereafter unless terminated by mutual agreement of the Parties or pursuant to Sections 2(b) or 6(b).

b. As used herein, a “Material Change in Circumstances” means a material change in circumstances that would make continuation of the then-current terms of this Agreement inequitable to a Party or contrary to the public good. On the tenth anniversary of this Agreement and every ten years thereafter, the Parties agree to evaluate whether there has been a Material Change in Circumstances. In the event that the Parties cannot agree (1) whether there has been a Material Change in Circumstances or (2) what should be done in light of the Material Change in Circumstances (e.g., an amendment to the Agreement or termination of the Agreement), either Party may, subject to Paragraph 10, seek a declaration from the First Judicial District Court (1) that there has been a Material Change in Circumstances and (2) that the Agreement should be terminated as a result. The Court may condition termination of the Agreement upon such terms as are necessary to avoid unjust enrichment or undue hardship, such as requiring the Party who would continue to benefit from the Project to reimburse the other Party for its share of capital expenditures, delaying the effective date of termination to allow a Party to secure a replacement supply of water, and requiring the Party who would continue to benefit from the Project to contribute toward the cost of the replacement supply of water. Nothing herein shall preclude the Parties from amending this Agreement outside of the decennial Material Change in Circumstances review process described herein.

9. **Amendment.** This Agreement may be modified only by a written agreement between the Parties.

10. **Dispute Resolution.** All disputes arising under this Agreement, including those related to OMR&R, annual OMR&R budgets, and payment arising under Paragraph 3, shall be subject to this Paragraph 10. The City and County agree to mediate disputes consistent with the Mediation Procedures Act, NMSA 1978, secs. 44-7B-1 through 44-7B-6 prior to initiating any litigation, to resolve any conflicts arising under this Agreement, the expenses of which shall be shared equally by the City and County. Disputes shall be first discussed by representatives of each party. Such representatives shall use their best efforts to amicably and promptly resolve the dispute. If the parties are unable to resolve the dispute through informal mechanisms or

mediation within 60 days of the occurrence of the event or circumstances giving rise to the dispute, either party may give notice to the other party that the aggrieved party intends to litigate the dispute. Any dispute requiring notice shall be reported to the next meeting of the respective City and County governing bodies

11. Entire Agreement. This Agreement contains the Entire Agreement between the City and County with regard to the matters set forth herein.

12. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective representatives, successors, and assigns.

13. Law. The laws of the State of New Mexico shall govern this Agreement.

14. Non-Appropriations Clause. So as to comply with NMSA 1978, Section 6-6-11 (1968) and N.M. Const., art. IX, Section 10, the County's and City's obligations in future fiscal years are contingent upon sufficient appropriations and authorizations being made by their respective governing bodies. The City and County are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure.

15. Notices.

a. Any notice, demand, request, or information authorized or related to this Agreement shall be deemed to have been given if mailed (return receipt requested), hand delivered or faxed as follows:

To the City:

Director, City of Santa Fe Water
City of Santa Fe
PO Box 909
Santa Fe, NM 87501
Phone: 955-4309

Fax:

With a copy to:

City Manager
City of Santa Fe PO Box 909
Santa Fe, NM 87501
Phone: 955-6509
Fax: 955-6683

City Attorney
City of Santa Fe
PO Box 909
Santa Fe, NM 87501
Phone: 955-6511

Fax: 955-6748

To the County:

Santa Fe County Utilities Director
Santa Fe County
PO Box 276
Santa Fe, N.M. 87504-0276
Phone: 992-9870
Fax: 992-3028

With a copy to:

County Manager
Santa Fe County
PO Box 276
Santa Fe, NM 87504-0276
Phone: 986-6200
Fax: 986-2740

County Attorney
Santa Fe County
PO Box 276
Santa Fe, NM 87504-0276
Phone: 986-6279
Fax: 986-6362

b. Notice shall be deemed to have been given based upon the method of delivery, as follows: notices sent by facsimile or hand delivered shall be deemed given on the date of delivery, as evidenced, with respect to facsimile delivery, by a printout showing successful transmission of all pages included in the notice; notices sent by mail shall be deemed given three business days after the notice is mailed with postage prepaid.

c. A Party may change the persons to whom or addresses or fax numbers at which notice shall be given by giving all other Parties and the Authority notice of the change in accordance with this Article.

16. No Third-Party Beneficiaries. The Parties do not intend this Agreement to confer any benefit on any person or entity that is not a party to this Agreement. Only the Parties may enforce this Agreement.

[THIS SPACE LEFT BLANK INTENTIONALLY]

June 2, 2021

IN WITNESS WHEREOF, each of the City of Santa Fe, New Mexico, and the County of Santa Fe, New Mexico, has caused this Agreement to be executed and delivered by its duly authorized representatives as of the date specified below.

CITY OF SANTA FE

Alan Webber, Mayor

Date

ATTEST:

Kristine Bustos-Mihelcic,
City of Santa Fe Clerk

Date

APPROVED:

Mary McCoy, City Finance Director

Date

APPROVED AS TO FORM:

Erin K. McSherry, City Attorney

Date

SANTA FE COUNTY

Henry P. Roybal, Chair
Board of County Commissioners

Date

ATTEST:

Katharine E. Clark, County Clerk

Date

APPROVED AS TO FORM:

Gregory S. Shaffer, County Attorney

Date

FINANCE DIVISION APPROVAL

Yvonne S. Herrera, Finance Director

Date




City of Santa Fe, New Mexico


Memorandum



DATE: April 28, 2021

TO: Governing Body
Finance Committee
Public Utilities/Public Works

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

FROM: Nancy L. Jimenez, Utility Billing Division Director 

ITEM AND ISSUE:

Request for the Approval of Sole Source procurement in the Total Amount of \$1,422,000 for Project Management, Application Support and Technical Support for 4 years; Mountain River Consulting Inc.; (Nancy L Jimenez, Utility Billing Division Director, nljimenez@santafenm.gov, 505-955-4364)

BACKGROUND AND SUMMARY:

Mountain River Consulting Inc., (MRC) has been working with the City of Santa Fe for over 18 years, they are the current IT support for the UCIS Utility Billing System, along with the flow of information from the UCIS System into the Munis Financial System. MRC is the current Project Managers for the upgrade to the new Utility Billing System that started in May 2021 and is needed to continue to assist the City in the 14 month implementation of our new billing system. MRC will insure that the flow of needed financial information is uploaded into the Munis Financial System when the new billing system upgrade is fully implemented.

With MRC's history of all of the City's many interfaces, Beacon, JD Edwards, E-1 Financials, Wells Fargo Lockbox/LockboxE, Paymentus, our bill print contractor, and Munis it is imperative to have this knowledge base assisting the City of Santa Fe Utility Billing Division daily, to process accurate utility bills each month and make sure the upgraded billing system meets all the requirements for the same accurate billings to our customers monthly.

PROCUREMENT METHOD:

Sole Source procurement

CONTRACT NUMBER:

The FY20 Munis contract number is 3202659.

FUNDING SOURCE:

Fund Name/Number: Utilities Admin Fund/511

Munis Org Name/Number: Utility Billing Admin/5110531

Munis Object Name/Number: Service Contracts/510310

ACTION REQUESTED:

Public Utility Billing Division respectfully requests your review and approval for Sole Source to Mountain River Consulting Inc.

City of Santa Fe Contract
Services

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and **Mountain River Consulting Inc.** herein after referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Definitions**

A. "You" and "your" refers to **Mountain River Consulting Inc.** "We," "us" or "our" refers to the City and whose accounts are created under this Agreement.

2. **Scope of Work**

A. The Contractor shall provide Database, Development, Training and Support Services for the City of Santa Public Utilities Department, as described in Exhibit A attached hereto.

3. **Compensation**

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed one million four hundred twenty two thousand dollars (\$1,422,000), plus applicable gross receipts taxes as described in Exhibit "A" attached hereto.

B. The Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums paid under this Agreement.

C. Payment shall be made upon receipt and approval by the City of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed and accepted by the City.

4. **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 30, 2025. 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. **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.

15. **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.

16. **Records and 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.

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 as 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.

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:

- 1) give the Contractor prompt written notice within 48 hours of any claim;
- 2) allow the Contractor to control the defense of settlement of the claim; and
- 3) 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:

- 1) provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;
 - 2) replace or modify the product or service so that it becomes non-infringing;
- or,
- 3) accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. 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:

City of Santa Fe:
Utility Billing Division Director
801 W. San Mateo
Santa Fe, NM 87504

To the Contractor:

David Barnes
Mountain River Consulting, Inc.
P.O. Box 606
Ririe, ID 83443

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:

David Barnes
Mountain River Consulting, Inc.
P.O. Box 606
Ririe, ID 83443

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.

42. **Succession**

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

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:

ALAN WEBBER, MAYOR

DATE: _____

David Barnes

NAME David Barnes

President

TITLE

DATE: 5.5.21

CRS# 02-966879-00-4

Registration # 98444

ATTEST:

KRISTINE BUSTOS MIHELICIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (Apr 29, 2021 08:03 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY, FINANCE DIRECTOR

5110351.510310

Org.Name/Org.# AJH
AJH



Estimate for Advanced Implementation, Project Management & UCIS Support

Nancy Jimenez
The City of Santa Fe
801 West San Mateo
Santa Fe, NM 87505

April 23, 2021

Based on discussions regarding your organization's need for consulting services from Mountain River Consulting, Inc., this letter will serve as the Engagement Letter. This Engagement Letter applies only to the Scope of Work set forth in this letter. Additional estimates will be sent as projects are defined and a signature will be required. Those estimates will be governed by the rates in this agreement.

Mountain River Consulting, Inc. will require that the City of Santa Fe provide an internal resource, who will be deemed as the Project Lead/Manager and they will work together with Mountain River Consulting in order to ensure success of this project. This individual will oversee this project internally for the City of Santa Fe, and they will need to ensure the approval and completion of each of the tasks defined in this project and require signoff by the appropriate departments at the City of Santa Fe.

-Scope of Work

Mountain River Consulting, Inc. has scoped the work below based on discussions with the City of Santa Fe and our current understanding of the project needs and the planed proposal with Advanced for implementation of their software as well as continued support for the current UCIS software.

- **Project Management**

- Mountain River Consulting, Inc. will provide Project Management support to work with the Advanced Project Manager to oversee and lead from the City side the implementation support activities relating to the following areas: Project overview and scope, project communication, project status reporting, resource scheduling and allocation, Project Issue management as well as scope management. Work with The City of Santa Fe internal resource to develop system go-live readiness and implementation plan. Work with Advanced project management to ensure successful implementation at The City of Santa Fe.

- **Application Support & Implementation**

- Mountain River Consulting, Inc. will provide an Application consultant(s) that will work with the City of Santa Fe staff to provide an Application Lead in the following areas of the Advanced Implementation; Mapping of data from UCIS to Advanced, mapping the current COA and support a redesigned COA for what is currently being used in Munis, data exporting from UCIS, addressing data integrity issues for the conversion to Advanced, support with current to future business process, collaboration with Advanced and City staff for configuration and functionality of all CIS modules, Interface configuration and testing , post configuration testing, collaborate with City staff on testing scripts and execution, testing of bill print process and identifying and testing reports designed by advanced as specified by the City. Patriciate and support in UAT training, testing and issue resolution of the new Advanced software.



- Mountain River Consulting, Inc. will provide an Application consultant(s) that has expert experience and knowledge with The City of Santa Fe's current J.D. Edwards Utility Billing Customer Information System (UCIS). They will be able to lead, advise and assist with the following areas: Overall system support, business process design, software setup and configuration, software training and testing, data conversion and system interfaces and business reporting.

- **Technical Support & Implementation**

- Mountain River Consulting, Inc. will provide an Technical consultant(s) that will work with the City of Santa Fe staff to provide technical solutions in the following areas of the Advanced Implementation; Developing programs for creating export files for data conversion, technical solutions relating to system interfaces including but not limited to design of files or programs to automate system interfaces, data updates for identifying data integrity issues and creating SQL program to update data as needed.
- Mountain River Consulting, Inc. will provide a Technical consultant(s) that have experience and knowledge with The City of Santa Fe's current J.D. Edwards Utility Billing Customer Information System (UCIS). They will be able to work with the Application support team and The City of Santa Fe staff to provide technical solutions relating to data conversion, system Interfaces, system setup and reporting.

-Estimate

The estimate for this project will be as follows:

- Project Management **\$282,000**
 - Estimated 12-month project timeline.
 - Estimated 40 hours a week for 50 weeks.
 - 50 weeks @ 40 hours x \$135.00 an hour = \$270,000
 - 6 trips onsite @ estimate of \$2,000 per trip = \$12,000
- Application Support **\$270,000**
 - Estimated 12-month project timeline.
 - Estimated 40 hours a week for 50 weeks.
 - 50 weeks @ 40 hours x \$135.00 an hour = \$270,000
- Technical Support **\$270,000**
 - Estimated 12-month project timeline.
 - Estimated average 40 hours a week for 50 weeks.
 - 50 weeks @ 40 hours x \$135.00 an hour = \$270,000
- **Total Estimate** **\$822,000**



Time Period

The time period during which the scope of work will be performed, is scheduled to take place July 1, 2021 thru June 30, 2022. If a new Consulting Engagement Letter stating new date ranges for rates is not approved and signed at the time this letter expires, the rates listed herein will remain in effect until a new Consulting Engagement Letter is signed.

If the approval for the project at the City of Santa Fe is delayed, the implementation date is at risk for being delayed.

If additional onsite trips are required, this will be an additional expense to City of Santa Fe.

Staffing

David Barnes is assigned as your account manager and will provide and supply support staff from Mountain River Consulting, Inc. with the appropriate application and/or technical skills to be needed by the City of Santa Fe.

Schedule of Consulting Fees and Reimbursable Expenses

Position	Fee/Hour
Project/Application/Technical Consulting	\$135.00

Expenses incurred by Mountain River Consulting, Inc. personnel, whether for consulting or training, shall be charged to the City of Santa Fe as follows:

- Local travel, incidental expenses, and meal per diem per IRS guidelines (currently \$64.00).
- All other travel expenses outside of a reasonable driving distance including but not limited to: airfare, airport parking, and travel to and from the airport, taxis, car rentals, and hotel accommodations.

Thank you for this opportunity to be of service to The City of Santa Fe. We look forward to assisting you with your consulting needs.

Mountain River Consulting, Inc. has estimated this to the best of its ability. In the event that more than the estimated hours are needed to complete any phase of the different projects, Mountain River Consulting, Inc. will contact the City of Santa Fe as soon as possible to get approval for any additional hours. In the event that estimated hours are over, only the actual hours will be billed.



Mountain River Consulting

Mountain River Consulting, Inc.
P.O. Box 606 Ririe, ID 83443
Phone: (208) 520-5177
dbarnes@mtnriver.net

Please call David Barnes at 208-520-5177 if you have any questions regarding our approach or if we can be of service to you in any other way. When this document is approved, please return one fully executed copy to Mountain River Consulting, Inc., at P.O. Box 606, Ririe, Idaho 83443 or email a signed copy to dbarnes@mtnriver.net.

Sincerely,

David W Barnes

David W. Barnes

Accepted and agreed to:

Mountain River Consulting, Inc.

City of Santa Fe

By: *David W Barnes*

By: _____

Title: President

Title: _____

Date: April 23, 2021

Date: _____



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3202659

Contractor: Mountain River Consulting Inc.

Description: **Support services for Utility Billing Division, Database, Development and training \$1,422,000 plus nmgrt**

Contract Agreement Lease / Rent Amendment

Term Start Date: 07/01/21 Term End Date: 06/30/25

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: _____

Amendment is for: term extension

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

3. **Procurement History: Sole Source (pending approval)**

Fran D. Kaway
Fran D. Kaway (May 31, 2021 13:08 MDT)

May 31, 2021

Purchasing Officer Review:

Date:

Comment & Exceptions: Sole Source has been posted exp 6/3/21- will change procure method with upgrade of billing system

4. **Funding Source:** _____ **Org / Object:** 5110351.510310

Andy Hopkins
Andy Hopkins (May 27, 2021 10:14 MDT)

May 27, 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
Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

BUSINESS REGISTRATION

Business Name: MOUNTAIN RIVER CONSULTING INC
DBA: MOUNTAIN RIVER CONSULTING
INC

Business Location: 2651 SIRINGO RD
SANTA FE, NM 87505

Owner: David Barnes

License Number: 98444

Issued Date: April 28, 2021

Expiration Date: April 28, 2022

CRS Number: 02-966879-00-4

License Type: Business License - Renewable

Classification: Business Registration - Standard

Fees Paid: \$35.00

MOUNTAIN RIVER CONSULTING INC
PO Box 606
Ririe, ID 83443

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

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

TO BE POSTED IN A CONSPICUOUS PLACE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/28/2021

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 Alpine Insurance Agency 1601 Antler Drive Idaho Falls, ID 83404	CONTACT NAME: Brittany Villalobos
	PHONE (A/C, No, Ext): 2085222253 FAX (A/C, No): 2085242292
	E-MAIL ADDRESS: brittany@aclinsure.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A: The Hartford NAIC # 19682
INSURED Mountain River Consulting, Inc. PO Box 1229 Washington, UT 84780	INSURER B: Progressive Northwestern Insurance Company AutoP 11770
	INSURER C: The Hartford 29459
	INSURER D: Philadelphia Indemnity Insurance Company
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: 00002172-75447 REVISION NUMBER: 29

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	N	34SBAIL4498	02/26/2021	02/26/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	N	03524135-6	03/03/2021	03/03/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	N	34SBAIL4498	02/26/2021	02/26/2022	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	34WECCD1062	02/26/2021	02/26/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liab	Y	N	PHSD1513234	02/26/2021	02/26/2022	1,000,000 Occur 1,000,000 Agg
A	ARISA/EMPLOYEE DIS.	Y	N	34SBAIL4498	02/26/2021	02/26/2022	20000Limit 1,000 Ded.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Santa Fe is an additional insured as respects to liability arising out of the operations performed by the named insured.

CERTIFICATE HOLDER City of Santa Fe 2651 Siringa Rd, Bldg. F 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  (BVG)

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CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Mountain River Consulting Inc.

Procurement Title: Support services for Utility Billing Division, Database, Development and training

Procurement Method: State Price Agreement Cooperative Sole Source Other RFP # 18/43/P

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

Department Requesting Utilities _____ Staff Name Nancy Jimenez

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

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

Nancy L Jimenez
Nancy L Jimenez (May 25, 2021 15:27 MDT) Utility Billing Division Director 4/10/2020

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

Fran Dunaway
Fran Dunaway (May 31, 2021 13:08 MDT) Chief Procurement Officer May 31, 2021

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, New Mexico

Memorandum



Date: April 29, 2021

To: Fran Dunaway, Chief Procurement Officer

Via: Shannon Jones, Public Utility Director 

From: Nancy L. Jimenez, Public Utility Billing Division Director 

ITEM AND ISSUE:

Request for Declaration of Sole Source

SUMMARY AND BACKGROUND:

This is a formal request for a declaration of sole source to Mountain River Consulting Inc. This contractor specializes in the IT Technical, Application, and Project Management Support for the Utility Billing Division billing system and upgrade to the new utility billing system.

The total amount for this four year request is 1,422,000.00

REQUESTED ACTION:

Your consideration and approval of this request is greatly appreciated.

SOLE SOURCE

APPROVED

NOT APPROVED


Fran Dunaway (May 3, 2021 8:23 MDT)

Fran Dunaway, Chief Procurement

May 3, 2021

Date



Signature: Nancy L Jimenez
Nancy L Jimenez (Apr 29, 2021 09:53 PDT)

Email: nljimenez@santafenm.gov

Signature: Shannon Jones

Email: swjones@santafenm.gov

SOLE SOURCE REQUEST AND DETERMINATION FORM

This sole source request form **must** be submitted to the City of Santa, Purchasing Division for authorization, determination and processing by the Chief Procurement Officer (CPO).

Please ensure to complete this form in its entirety - () must be completed.*

*Date: April 28, 2021

*Prepared By: Nancy L Jimenez

*Title: Utility Billing Division Director

*Vendor Name: Mountain River Consulting, Inc.

*Address: P.O. Box 606

*City: Ririe

*State: ID

*Zip Code: 83443

*Description of Goods/Service to be procured:

*Estimated Cost:

\$1,422,000

Term of Contract:

(One (1) year from award) 4 years

*Sole Source Request Justification Questions 1-3.

1. Explain the purpose/need of purchase. Ensure to include a thorough scope of work for the services, construction or items of tangible personal property (if this is an amendment request to an existing contract, attach current contract).

This sole source request is for Application Support, Technical Support and Project Management for the current Utility Billing system and the upgrade to the new Utility Billing software.

Application Support to lead, advise and assist with the following areas: Business process design, software setup and configuration, software training and testing, data conversion and system interfaces and business reporting as wells as helping to manage the project.

Technical Support to provide technical solutions relating to data conversion, system Interfaces, system setup and reporting.

Project Management to oversee and lead Utility Billing system implementation support activities relating to the following areas: Business process design, software setup and configuration, software training, software testing, system conversion and data conversion activities. Project management activities relating to the following areas: Project overview and scope, project communication, project status reporting, resource scheduling and allocation, Project Issue management as well as scope management. Work with The City of Santa Fe internal resource to develop system go-live readiness and implementation plan, ensure Advanced has properly trained the City Utility Billing Staff on all aspects of the Advanced CIS Infinity software, establishing a work plan, business process review, utilize Advanced check and balance processes for project implementation. Work with Advanced project management to ensure successful implementation at The City of Santa Fe

2. Provide a detailed explanation of the criteria developed and specified by the department as necessary to perform and/or fulfill the contract.

The contractor has affirmed sole source for the services, construction or items of tangible personal property (*Attach memo from vendor*). Provide documentation of due diligence for other possible vendors/contractors to provide the requested services/goods proved unsuccessful; or

Other: explanation of the reasons, qualifications, proprietary rights or unique capabilities (*unique and how this uniqueness is substantially related to the intended purpose of the contract*) of the prospective contractor that makes the prospective contractor *the one source* capable of providing the required professional service, service, construction or item(s) of tangible personal property. (Please do not state the source is the “best” source or the “least costly” source. Those factors do not justify a “sole source.”) *Unique and how this uniqueness is substantially related to the intended purpose of the contract.*

3. Explain why other similar professional services, services, construction or item(s) of tangible personal property *cannot* meet the intended purpose of the contract.

These professional services provided by this sole source company must stay consistence as the upgrade of the Utility Billing System is in the process. Switching to a new support, technical and project management company would be detrimental to the upgrade of the Utility Billing System. The expertise from this vendor, understanding the current 21 year old Utility Billing System and the new utility billing system is not easily found, therefore, the requirements from this vendor is needed and warranted for their historical knowledge and expertise.

***Approvals:**

Based on the above facts, the City of Santa Fe Purchasing Officer has made the determination that the justification for a Sole Source procurement is in accordance with the State Procurement Code, Section 13-1-126 Sole source procurement., NMSA 1978 and shall be posted for a 30-day period prior to award.


Fran Dunaway (May 3, 2021 8:01 MDT)

May 3, 2021

Fran Dunaway, CPO
Purchasing Officer for the
City of Santa Fe

Date

Pursuant to the State Procurement Code, Section 13-1-126 Sole source procurement., NMSA 1978, the 30-day posting period of the Notice of Intent to Award this Sole Source request was met and no obligation to the award to the above referenced contractor were received. *This Sole Source determination will be valid for a period of one (1) year from the date of the award.*


Fran Dunaway (Jun 4, 2021 9:29 MDT)

Jun 4, 2021

Fran Dunaway, CPO
Purchasing Officer for the
City of Santa Fe

Date

***Required Attachments:**

- *Letter from Contractor acknowledging they are the only source (on their business letterhead and signed by the head of business or financial operations),*
- *Quote from sole source Contractor*
- *Agenda Item to be presented to City Council if over \$60,000 for Professional Services and \$60,000 for Goods and Non-Professional Services*



Sole Source Justification Letter

Nancy Jimenez
The City of Santa Fe
801 West San Mateo
Santa Fe, NM 87505

April 20, 2021

Dear Mrs. Jimenez,

Mountain River Consulting, Inc. (MRC) has been working with the City of Santa Fe for more than 18 years helping to develop custom modifications, enhancements, reports, screens, interfaces, and training for the JD Edwards UCIS and E1 Systems.

MRC has created and maintained the following interfaces for the UCIS system, and uniquely knows these programs, processes, and flows: Beacon Meter Reading interfaces, JD Edwards to E1 Financials, Fixed Asset interfaces, JD Edwards to Tyler Munis Interfaces, Wells Fargo Lockbox/LockboxE automation, Paymentus automated processes, and Bill Print Interface to Postal Pro's.

MRC also has multiple staff that has been working with the City of Santa Fe for over 20 years helping with Financials, IT support, IBM iSeries support, City to Santa Fe County requests, and many other areas.

Sincerely,

A handwritten signature in black ink that reads "David W. Barnes". The signature is written in a cursive, slightly slanted style.

David W. Barnes
President
Mountain River Consulting, Inc.






PUD SOLE SOURCE MOUNTAIN RIVER CONSULTING

Final Audit Report

2021-05-03

Created:	2021-04-30
By:	Lailah Herrera (lherrera@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAaF-tN9VTOUdJ6YhKKPqY-OjVYm94wQk4

"PUD SOLE SOURCE MOUNTAIN RIVER CONSULTING" History

-  Document created by Lailah Herrera (lherrera@ci.santa-fe.nm.us)
2021-04-30 - 4:27:52 PM GMT- IP address: 63.232.20.2
-  Document emailed to Fran Dunaway (fadunaway@santafenm.gov) for signature
2021-04-30 - 4:30:17 PM GMT
-  Email viewed by Fran Dunaway (fadunaway@santafenm.gov)
2021-05-03 - 2:22:47 PM GMT- IP address: 104.47.64.254
-  Document e-signed by Fran Dunaway (fadunaway@santafenm.gov)
Signature Date: 2021-05-03 - 2:23:44 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.
2021-05-03 - 2:23:44 PM GMT

ACTION SHEET
ITEM FROM QUALITY OF LIFE COMMITTEE MEETING OF 05/19/2021
FOR CITY COUNCIL MEETING OF 06/09/2021

ISSUE:

Submit for Review US Department of Justice, Office of Justice Programs, Certifications and Assurances by the Chief Executive of the Applicant Government. (Andrew Padilla, Chief of Police Department: aapadilla@santafenm.gov, 505-955-5102)

Committee Review:

Quality of Life Committee: 05/19/2021

Finance Committee: 06/01/2021

Governing Body: 06/09/2021

QUALITY OF LIFE COMMITTEE ACTION: Approved on consent.

SPECIAL CONDITIONS OR AMENDMENTS:

SEND TO:

Finance Committee; Governing Body

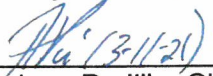
VOTE	FOR	AGAINST	ABSTAIN
CHAIRPERSON ROMERO-WIRTH	X		
COUNCILOR VILLARREAL	X		
COUNCILOR RIVERA	X		
COUNCILOR GARCIA	X		
COUNCILOR CASSUTT-SANCHEZ	X		

City of Santa Fe New Mexico

Memo

DATE: March 11, 2021

TO: Governing Body
Finance Committee
Quality of Life Committee

FROM: 
Andrew Padilla, Chief of Police

ITEM AND ISSUE:

Request signature from Highest Ranking Official on 2020 Certification and Assurances for the 2020 Edward Byrne Grant Award Local Solicitation

BACKGROUND AND SUMMARY:

The City of Santa Fe has been awarded the 2020 Local Solicitation Edward Byrne Memorial Justice Assistance grant by the US Department of Justice, Office of Justice Programs for \$22,198. This award is allocated to maintaining the Body Worn Camera program for purchase of replacement parts and equipment.

Due to the amount of the award, the City Manager is eligible to sign the grant award documents and all other forms, however, the Certification and Assurances by the Chief Executive of the Applicant Government must be signed by the highest ranking official, the Mayor.

It is requested by City Attorney, Erin McSherry to submit this form for the Mayor's signature as a non-financial or discussion item to committee meetings and the Governing Body meeting agenda in order for us to complete the acceptance of this grant award.

REQUESTED ACTION:

Submit the Certifications and Assurances by the Chief Executive of the Applicant Government form for the Mayor's Signature.

**U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS**

Edward Byrne Justice Assistance Grant Program FY 2020 Local Solicitation

Certifications and Assurances by the Chief Executive of the Applicant Government

On behalf of the applicant unit of local government named below, in support of that locality's application for an award under the FY 2020 Edward Byrne Justice Assistance Grant ("JAG") Program, and further to 34 U.S.C. § 10153(a), I certify to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

1. I am the chief executive of the applicant unit of local government named below, and I have the authority to make the following representations on my own behalf as chief executive and on behalf of the applicant unit of local government. I understand that these representations will be relied upon as material in any OJP decision to make an award, under the application described above, to the applicant unit of local government.
2. I certify that no federal funds made available by the award (if any) that OJP makes based on the application described above will be used to supplant local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.
3. I assure that the application described above (and any amendment to that application) was submitted for review to the governing body of the unit of local government (e.g., city council or county commission), or to an organization designated by that governing body, not less than 30 days before the date of this certification.
4. I assure that, before the date of this certification— (a) the application described above (and any amendment to that application) was made public; and (b) an opportunity to comment on that application (or amendment) was provided to citizens and to neighborhood or community-based organizations, to the extent applicable law or established procedure made such an opportunity available.
5. I assure that, for each fiscal year of the award (if any) that OJP makes based on the application described above, the applicant unit of local government will maintain and report such data, records, and information (programmatic and financial), as OJP may reasonably require.
6. I have carefully reviewed 34 U.S.C. § 10153(a)(5), and, with respect to the programs to be funded by the award (if any), I hereby make the certification required by section 10153(a)(5), as to each of the items specified therein.

Signature of Chief Executive of the Applicant Unit of
Local Government

ALAN M. WEBBER

Printed Name of Chief Executive
CITY OF SANTA FE

Date of Certification

MAYOR

Title of Chief Executive

Name of Applicant Unit of Local Government



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # N/A

Contractor: Department of Justice-Office of Justice Program (OJP)

Description: **Signature on Certification and Assurances Form by Highest Ranking Official of Municipality for 2020 Edward Byrne Memorial Justice Local Solicitation Grant Award \$22,198 allocated for repair and maintenance of body worn camera program.**

Contract Agreement Lease / Rent Amendment

Term Start Date: 10/1/2020 Term End Date: 9/30/2022

Approved by Council Date: 4/14/21

Contract / Lease: Highest ranking official signature on Certifications & Assurances form

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)
The Highest Ranking Official must sign the Certifications & Assurances Form for acceptance of the 2020 Edward Byrne Memorial Office of Justice Assistance Program (OJP) Grant Award. The City Manager is eligible to sign all other forms based and the grant award amount \$22,198.

3. **Procurement History: Signature needed by highest ranking official for 2020 Edward Byrne Award**

John D. [Signature]

Fran D. [Signature] (Mar 17, 2021 10:53 MDT)

Mar 17, 2021

Purchasing Officer Review: _____

Date: _____

Comment & Exceptions: Grant Funds JAG- Body Worn Camera Program/maint. & repair

4. **Funding Source: Police Grants**

Org / Object: 2230315 / 572400

Alexis Lotero

Alexis Lotero (Mar 16, 2021 16:46 MDT)

Mar 16, 2021

Budget Officer Approval: _____

Date: _____

Comment & Exceptions: _____

Staff Contact who completed this form: Laura A Vigil, Acctg Suprv Phone # 505-955-5086

Email: lavigil@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

ACTION SHEET
ITEM FROM QUALITY OF LIFE COMMITTEE MEETING OF 06/02/2021
FOR CITY COUNCIL MEETING OF 06/09/2021

ISSUE:

Request for Approval of the Modification to Grant #1 and #2 to Contract 17-0519 to Redistribute Funding Levels within the Previously Approved Cost Elements in the Financial Plan, and Extend the Expiration Date from June 15, 2021 to June 15, 2022. (Porfirio Chavarria, Wildland Urban Interface Specialist: pnchavarria@santafenm.gov, 995-3119)

Committee Review:

Quality of Life Committee: 06/02/2021

Public Works and Utilities Committee: 06/07/2021

Governing Body: 06/09/2021

QUALITY OF LIFE COMMITTEE ACTION: Approved on consent

SPECIAL CONDITIONS OR AMENDMENTS:

SEND TO:

Public Works and Utilities; Governing Body

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



City of Santa Fe, New Mexico

Memorandum



DATE: May 11, 2020

TO: Governing Body 05/26/2021
Finance Committee 05/17/2021
Quality of Life Committee 05/19/2021

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


Paul Babcock (May 12, 2021 07:35 PDT)

FROM: Nathan Miller, Wildland Superintendent
Porfirio Chavarria, Wildland Urban Interface Specialist

ITEM AND ISSUE:

Review and approve the Modification to Grant # 1 and #002 to contract 17-0519 to redistribute funding levels within the previously approved cost elements in the financial plan, and extend the expiration date from June 15, 2021 to June 15, 2022. (Porfirio Chavarria, pchavarria@santafenm.gov, 505.955.3119)

BACKGROUND AND SUMMARY:

Challenge Cost-Share Agreement 17-0519 (Munis Contract #3202710), agreed upon by the City of Santa Fe (City) and the USDA, Forest Service, Santa Fe National Forest (U.S. Forest Service) in the amount of was fully executed on June 16th, 2017 where upon the City would implement wildfire public education and awareness, environmental analysis, and a volunteer neighborhood ambassador program across the Greater Santa Fe Fireshed. The agreement's total project value is \$523,384.32. The City contributing 178,684.32 in-kind with the Forest Service providing \$315,000.00 in cash and \$29,700 in-kind to the City of Santa Fe Fire Department.

Delays occurred during the contract term due to a variety of circumstances with the Covid-19 pandemic being the primary cause. A need to extend the agreement term and redistribute funding levels within the existing agreed to financial plan due to the delays.

PROCUREMENT METHOD:

Challenge Cost-Share Agreement between the City of Santa Fe Fire Department and the USDA Forest Service, Santa Fe National Forest

CONTRACT NUMBER:

Munis Contract # 3202710

FUNDING SOURCE:

Fund Name/Number: Wildland Urban Interface/Fund 222

Munis Org Name/Number: Fire-Wildland Grants/2220173

ACTION REQUESTED:

Fire Department respectfully requests your review and approval extending the challenge cost-share agreement and redistributing funding levels within the existing agreed to financial plan.



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3202710

Contractor: USDA Forest Service, Santa Fe National Forest

Description: Greater Santa Fe Fireshed Projects

Contract Agreement Lease / Rent Amendment

Term Start Date: 06/16/2017 Term End Date: 06/15/2021

Approved by Council Date: June 14, 2017

Contract / Lease: Challenge Cost-Share Agreement implement projects in the Greater Santa Fe Fireshed

Amendment # 1 and 002 to the Original Contract / Lease # 17-0519

Increase/(Decrease) Amount \$ N/A

Extend Termination Date to: June 15, 2022

Approved by Council Date: _____

Amendment is for: The extension and redistribution of funds in the previously approved cost elements

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)
Contract approved by Council on 06/14/2017. Original agreement packet attached with identified cost elements.

3. Procurement History: Challenge Cost-share Agreement in its fourth year

Frank Dewey Frank Dewey (May 13, 2021 09:40 MDT) May 13, 2021
Purchasing Officer Review: _____ Date: _____

Comment & Exceptions: redistributed funds within cost elements included in attachments

4. Funding Source: 2220173.490515 Org / Object: 2220173

Andy Hopkins Andy Hopkins (May 13, 2021 09:26 MDT) May 13, 2021
Budget Officer Approval: _____ Date: _____

Comment & Exceptions: _____

Staff Contact who completed this form: Porfirio Chavarria Phone # 505.955.3119

Email: pnychavarria@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: USDA Forest Service, Santa Fe National Forest

Procurement Title: Greater Santa Fe Fireshed Projects

Procurement Method: State Price Agreement Cooperative Sole Source Other Challenge Cost-Share Agreement

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

Department Requesting Fire Department Staff Name Porfirio Chavarria

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

Porfirio Chavarria Wildland Urban Interface Specialist 05/11/2021
Department Rep Printed Name (attesting that all information included) Title Date

Fran Dunaway Chief Procurement Officer May 13, 2021
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, New Mexico

memo

Date: May 11, 2021

To: Fran Dunaway, Chief Procurement Officer

From:  Porfirio Chavarria, Wildland Urban Interface Specialist

Subject: Exemption Determination Request 13-1-98 A

The Fire Department respectfully request exempt determination to be approved by the City's CPO, Fran Dunaway. The Memo of Agreement is between USDA Forest Service, Santa Fe, National Forest and City of Santa Fe Fire 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: \$315,000.00

Term: June 15, 2022

Approved Exemption


Fran Dunaway (May 13, 2021 09:40 MDT)

Fran Dunaway, Chief Procurement Officer



MODIFICATION OF GRANT OR AGREEMENT	PAGE 1	OF PAGES
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1. U.S. FOREST SERVICE GRANT/AGREEMENT NUMBER: 17-CS-11031000-006	2. RECIPIENT/COOPERATOR GRANT or AGREEMENT NUMBER, IF ANY:	3. MODIFICATION NUMBER: 1
---	--	-------------------------------------

4. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING GRANT/AGREEMENT (unit name, street, city, state, and zip + 4): Southwestern Region, Regional Office Grants & Agreements 333 Broadway Boulevard SE Albuquerque, NM 87102	5. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING PROJECT/ACTIVITY (unit name, street, city, state, and zip + 4): Santa Fe National Forest 11 Forest Lane Santa Fe, NM 87508
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6. NAME/ADDRESS OF RECIPIENT/COOPERATOR (street, city, state, and zip + 4, county): City of Santa Fe 200 Lincoln Ave Santa Fe, NM 87504-1904	7. RECIPIENT/COOPERATOR'S HHS SUB ACCOUNT NUMBER (For HHS payment use only):
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8. PURPOSE OF MODIFICATION

CHECK ALL THAT APPLY:	This modification is issued pursuant to the modification provision in the grant/agreement referenced in item no. 1, above.
<input type="checkbox"/>	CHANGE IN PERFORMANCE PERIOD:
<input type="checkbox"/>	CHANGE IN FUNDING:
<input type="checkbox"/>	ADMINISTRATIVE CHANGES:
<input checked="" type="checkbox"/>	OTHER (Specify type of modification): Re-distribution of funding levels within previously approved Cost Elements in the Financial Plan

Except as provided herein, all terms and conditions of the Grant/Agreement referenced in 1, above, remain unchanged and in full force and effect.

9. ADDITIONAL SPACE FOR DESCRIPTION OF MODIFICATION (add additional pages as needed):

10. ATTACHED DOCUMENTATION (Check all that apply):

<input checked="" type="checkbox"/>	Revised Scope of Work
<input checked="" type="checkbox"/>	Revised Financial Plan
<input type="checkbox"/>	Other:

11. SIGNATURES

AUTHORIZED REPRESENTATIVE: BY SIGNATURE BELOW, THE SIGNING PARTIES CERTIFY THAT THEY ARE THE OFFICIAL REPRESENTATIVES OF THEIR RESPECTIVE PARTIES AND AUTHORIZED TO ACT IN THEIR RESPECTIVE AREAS FOR MATTERS RELATED TO THE ABOVE-REFERENCED GRANT/AGREEMENT.

11.A. SIGNATURE See attached (Signature of Signatory Official)	11.B. DATE SIGNED	11.C. U.S. FOREST SERVICE SIGNATURE (Signature of Signatory Official)	11.D. DATE SIGNED
11.E. NAME (type or print):		11.F. NAME (type or print): JAMES MELONAS	
11.G. TITLE (type or print):		11.H. TITLE (type or print): Forest Supervisor	

12. G&A REVIEW

12.A. The authority and format of this modification have been reviewed and approved for signature by: MARK COONRAD Digitally signed by MARK COONRAD Date: 2020.03.24 07:43:32 -08'00'	12.B. DATE SIGNED
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Statement of Work

The City of Santa Fe shall:

- 1) Perform in accordance with the attached financial plan.
- 2) Coordinate with the U.S. Forest Service at all phases in the completion of the project.
- 3) Provide project management support, up to 40 percent of an FTE for up to a year spent over the project lifetime. The City's project manager will work directly with Forest Service and contractors. Duties include, but are not limited to, coordinating meeting schedules, taking meeting notes, supervising the work of contractors, tracking and following work plan timelines.
- 4) Hire a contractor who will coordinate environmental analysis across approximately 51,000 acres on the Santa Fe National Forest in compliance with the USDA Forest Service's regulations for implementing the National Environmental Policy Act (NEPA). The City will ensure the following is completed:
 - a. Coordinate directly with the Española and Pecos/Las Vegas Ranger Districts, Santa Fe National Forest Supervisor's Office, and the Greater Santa Fe Fireshed Coalition in the development of the request for proposal and throughout the NEPA process.
 - b. The contractor will utilize the NEPA workflow model developed by the USDA Forest Service and the City of Santa Fe Fire Department. *See Appendix A for Santa Fe NF Standard NEPA Specs for contractors.*
 - c. The contractor will conduct appropriate level of public engagement/scoping as proposed actions are identified.
 - d. The contractor will maintain and index the project record.
 - e. The contractor will complete a detailed project work plan and track progress on specific tasks on a schedule that is provided to the Santa Fe National Forest.
 - f. The contractor will supplement Forest reports/analysis for archeology, wildlife, hydrology, vegetation management and other resource areas as necessary to support decision-making.
 - g. The contractor will document appropriate environmental analysis to support decision(s) based on compiled studies/reports and public involvement.
- 5) Develop a community education and outreach campaign for the Santa Fe Fireshed.
 - a. Develop and deliver an education campaign for wildland urban interface residents that promotes resilient landscapes, fire adapted communities and safe effective wildfire response to adults and youth. The education program will be delivered to a minimum of 3500 Santa Fe residents via mailings, public events, seminars, field trips, and meetings.
 - b. Create promotional and educational material that can be distributed at public and community education events. Will produce at a minimum the following products: rack cards, posters, public transportation media, and pamphlets.
 - c. Print promotional and educational material: The following (minimum) products will be produced:
 - i. 3,000 rack cards
 - ii. 2500 posters and/or pamphlets

- d. Develop graphics and language to be used on materials including but not limited to rack cards, booklets, handouts, information kiosks, monitoring camera stands, billboards, and public transportation signage.
 - e. Implement a volunteer neighborhood ambassador program to engage and empower citizens to take action in reducing or mitigating risk from wildfire.
 - i. A program coordinator connects Ambassadors to Santa Fe Fireshed resources, listens to, problem solves, promotes successes, recognizes and solves conflicts, and ensures neighborhood ambassadors are connecting with other ambassadors through meetings, phone calls, emails, and field visits.
- 6) Professional facilitation for the Greater Santa Fe Fireshed Coalition
- a. Provide planning, facilitation, meeting management, and documentation for public meetings hosted by the Santa Fe National Forest as part of the public involvement process for new proposed projects in the Fireshed.
 - b. May also facilitate internal and working group meetings for the Greater Santa Fe Fireshed Coalition.

City of Santa Fe:

Alan Webber, Mayor

Date: _____

Attest:

Kristine Bustos Mihelcic, City Clerk

City Attorney's Office:

Marcos Martinez
Marcos Martinez (Apr 28, 2021 13:42 MDT)

Senior Assistant City Attorney

Approved for Finances:

Mary McCoy, Finance Director

Note: This Financial Plan may be used when:
 (1) No program income is expected and
 (2) The Cooperator is not giving cash to the FS and
 (3) There is no other Federal funding

Agreements Financial Plan (Short Form)
 Note: All columns may not be used. Use depends on source and type of contribution(s).

COST ELEMENTS	FOREST SERVICE CONTRIBUTIONS		COOPERATOR CONTRIBUTIONS		(e) Total
	(a) Noncash	(b) Cash to Cooperator	(c) Noncash	(d) In-Kind	
Salaries/Labor	\$28,150.00	\$58,500.00	\$67,624.00	\$60,000.00	\$214,274.00
Travel	\$1,550.00	\$0.00	\$0.00	\$0.00	\$1,550.00
Equipment	\$0.00	\$0.00	\$560.32	\$0.00	\$560.32
Supplies/Materials	\$0.00	\$173.47	\$50,500.00	\$0.00	\$50,673.47
Printing	\$0.00	\$7,204.00	\$0.00	\$0.00	\$7,204.00
Other	\$0.00	\$249,122.53	\$0.00	\$0.00	\$249,122.53
Subtotal	\$29,700.00	\$315,000.00	\$118,684.32	\$60,000.00	\$523,384.32
Coop Indirect Costs		\$0.00	\$0.00		\$0.00
FS Overhead Costs	\$0.00				\$0.00
Total	\$29,700.00	\$315,000.00	\$118,684.32	\$60,000.00	\$523,384.32
Total Project Value:					

Matching Costs Determination	
Total Forest Service Share = (a+b) ÷ (e) = (f)	(f) 65.86%
Total Cooperator Share (c+d) ÷ (e) = (g)	(g) 34.14%
Total (f+g) = (h)	(h) 100.00%

FS Non-Cash Contribution Cost Analysis, Column (a)

Salaries/Labor

Standard Calculation					
Job Description	Employees	Cost/Day	# of Days		Total
Archaeologist	1	\$280.00	5.00		\$1,400.00
Fireshed Coordinator	1	\$250.00	100.00		\$25,000.00
Wildlife biologist	1	\$350.00	5.00		\$1,750.00

Total Salaries/Labor	\$28,150.00
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Travel

Standard Calculation					
Travel Expense	Employees	Cost/Trip	# of Trips		Total
Vehicle	Archaeologis	\$50.00	3.00		\$150.00
Vehicle	Biologist	\$50.00	3.00		\$150.00
Vehicle	Coordinator	\$50.00	25.00		\$1,250.00
Total Travel					\$1,550.00

Equipment

Standard Calculation					
Piece of Equipment	# of Units	Cost/Day	# of Days		Total
					\$0.00
Total Equipment					\$0.00

Supplies/Materials

Standard Calculation					
Supplies/Materials		# of Items	Cost/Item		Total
					\$0.00
Total Supplies/Materials					\$0.00

Printing

Standard Calculation					
Paper Material		# of Units	Cost/Unit		Total
					\$0.00
Total Printing					\$0.00

Other Expenses

Standard Calculation					
Item		# of Units	Cost/Unit		Total
					\$0.00
Total Other					\$0.00

Subtotal Direct Costs	\$29,700.00
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Forest Service Overhead Costs

Current Overhead Rate	Subtotal Direct Costs		Total
	\$29,700.00		\$0.00
Total FS Overhead Costs			\$0.00

TOTAL COST	\$29,700.00
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FS Cash to the Cooperator Cost Analysis, Column (b)

Salaries/Labor				
Standard Calculation				
Job Description	Cost/Day	# of Days		Total
WUI specialist	\$234.00	250.00		\$58,500.00
Total Salaries/Labor				\$58,500.00

Travel				
Standard Calculation				
Travel Expense	Employees	Cost/Trip	# of Trips	Total
				\$0.00
Total Travel				\$0.00

Equipment				
Standard Calculation				
Piece of Equipment	# of Units	Cost/Day	# of Days	Total
				\$0.00
Total Equipment				\$0.00

Supplies/Materials				
Standard Calculation				
Supplies/Materials	# of Items	Cost/Item		Total
General office supplies (pens, pencils, index cards, etc)				\$173.47
Total Supplies/Materials				\$173.47

Printing				
Standard Calculation				
Paper Material	# of Units	Cost/Unit		Total
Rack cards	3000	1.16		3480
Poster, pamphlets	1862.00	\$2.00		\$3,724.00
Total Printing				\$7,204.00

Other Expenses				
Standard Calculation				
Item	# of Units	Cost/Unit		Total
NEPA Coordinator	1.00	\$147,465.65		\$147,465.65
Education/Outreach	1.00	\$68,380.54		\$68,380.54
Facilitation	1.00	\$26,000.00		\$26,000.00
Advertising	\$1.00	7276.34		\$7,276.34
Total Other				\$249,122.53

Subtotal Direct Costs	\$315,000.00
------------------------------	---------------------

Cooperator Indirect Costs				
Current Overhead Rate	Subtotal Direct Costs			Total
	\$315,000.00			\$0.00
Total Coop. Indirect Costs				\$0.00

TOTAL COST	\$315,000.00
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Cooperator Non-Cash Contribution Cost Analysis, Column (c)

Salaries/Labor

Standard Calculation

Job Description	Cost/Day	# of Days	Total
SFFD - WUI Specialist	\$232.00	157.00	\$36,424.00
WUI Technician	\$150.00	208.00	\$31,200.00
Total Salaries/Labor			\$67,624.00

Travel

Standard Calculation

Travel Expense	Employees	Cost/Trip	# of Trips	Total
				\$0.00
Total Travel				\$0.00

Equipment

Standard Calculation

Piece of Equipment	# of Units	Cost/Day	# of Days	Total
Santa Fe - Durango				\$0.00
Per diem (GSA rate)	1.00	\$64.00	2.00	\$128.00
Lodging (GSA rate)	1.00	\$152.00	1.00	\$152.00
City Vehicle	1.00	\$49.00	2.00	\$98.00
Mileage	1.00	\$182.32	1.00	\$182.32
Total Equipment				\$560.32

Supplies/Materials

Standard Calculation

Supplies/Materials	# of Items	Cost/Item	Total
House USFS Fire Engine			
Per Year	4.00	\$10,000.00	\$40,000.00
Outreach program	1.00	\$10,500.00	\$10,500.00
Total Supplies/Materials			\$50,500.00

Printing

Standard Calculation

Paper Material	# of Units	Cost/Unit	Total
			\$0.00
Total Printing			\$0.00

Other Expenses

Standard Calculation

Item	# of Units	Cost/Unit	Total
			\$0.00
Total Other			\$0.00

Subtotal Direct Costs

\$118,684.32

Cooperator Indirect Costs

Current Overhead Rate	Subtotal Direct Costs	Total
	\$118,684.32	\$0.00
Total Coop. Indirect Costs		\$0.00

TOTAL COST

\$118,684.32

Cooperator In-Kind Contribution Cost Analysis, Column (d)

Salaries/Labor

Standard Calculation

Job Description	Cost/Hour	# of Hours	Total
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Volunteers: Wildfire Ambassadors & Public participants	\$24.00	2500.00	\$60,000.00
			\$0.00

Total Salaries/Labor			\$60,000.00
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Travel

Standard Calculation

Travel Expense	Employees	Cost/Trip	# of Trips	Total
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				\$0.00
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Total Travel				\$0.00
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Equipment

Standard Calculation

Piece of Equipment	# of Units	Cost/Day	# of Days	Total
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				\$0.00
--	--	--	--	--------

Total Equipment				\$0.00
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Supplies/Materials

Standard Calculation

Supplies/Materials	# of Items	Cost/Item	Total
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			\$0.00
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Total Supplies/Materials			\$0.00
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Printing

Standard Calculation

Paper Material	# of Units	Cost/Unit	Total
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			\$0.00
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Total Printing			\$0.00
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Other Expenses

Standard Calculation

Item	# of Units	Cost/Unit	Total
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			\$0.00
--	--	--	--------

Total Other			\$0.00
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Subtotal Direct Costs

\$60,000.00

TOTAL COST

\$60,000.00



USDA Forest Service

OMB 0596-0217
FS-1500-19

MODIFICATION OF GRANT OR AGREEMENT		PAGE	OF PAGES
		1	
1. U.S. FOREST SERVICE GRANT/AGREEMENT NUMBER: 17CS11031000-006		2. RECIPIENT/COOPERATOR GRANT or AGREEMENT NUMBER, IF ANY:	
		3. MODIFICATION NUMBER: 002	
4. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING GRANT/AGREEMENT (unit name, street, city, state, and zip + 4): Espanola Ranger District 18537 US 84/285, Suite B Espanola, NM 87532		5. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING PROJECT/ACTIVITY (unit name, street, city, state, and zip + 4): Espanola Ranger District 18537 US 84/285, Suite B Espanola, NM 87532	
6. NAME/ADDRESS OF RECIPIENT/COOPERATOR (street, city, state, and zip + 4, county): The City of Santa Fe P.O. Box 909 Santa Fe, NM 87504		7. RECIPIENT/COOPERATOR'S HHS SUB ACCOUNT NUMBER (For HHS payment use only):	
8. PURPOSE OF MODIFICATION			
CHECK ALL THAT APPLY:	This modification is issued pursuant to the modification provision in the grant/agreement referenced in item no. 1, above.		
<input checked="" type="checkbox"/>	CHANGE IN PERFORMANCE PERIOD: Extend expiration from 6/15/2021 to 06/15/2022		
<input type="checkbox"/>	CHANGE IN FUNDING:		
<input checked="" type="checkbox"/>	ADMINISTRATIVE CHANGES: New PM is Jon Boe. Hannah leaving FS as of May 7 th 2021		
<input type="checkbox"/>	OTHER (Specify type of modification):		
Except as provided herein, all terms and conditions of the Grant/Agreement referenced in 1, above, remain unchanged and in full force and effect.			
9. ADDITIONAL SPACE FOR DESCRIPTION OF MODIFICATION (add additional pages as needed):			
10. ATTACHED DOCUMENTATION (Check all that apply):			
<input type="checkbox"/>	Revised Scope of Work		
<input type="checkbox"/>	Revised Financial Plan		
<input type="checkbox"/>	Other:		
11. SIGNATURES			
AUTHORIZED REPRESENTATIVE: BY SIGNATURE BELOW, THE SIGNING PARTIES CERTIFY THAT THEY ARE THE OFFICIAL REPRESENTATIVES OF THEIR RESPECTIVE PARTIES AND AUTHORIZED TO ACT IN THEIR RESPECTIVE AREAS FOR MATTERS RELATED TO THE ABOVE-REFERENCED GRANT/AGREEMENT.			
11.A. The City of Santa Fe SIGNATURE See attached	11.B. DATE SIGNED	11.C. U.S. FOREST SERVICE SIGNATURE	11.D. DATE SIGNED
(Signature of Signatory Official)		(Signature of Signatory Official)	
11.E. NAME (type or print):	11.F. NAME (type or print): JAMES MELONAS		
11.G. TITLE (type or print):	11.H. TITLE (type or print): Forest Supervisor		
12. G&A REVIEW			
12.A. The authority and format of this modification have been reviewed and approved for signature by:			12.B. DATE SIGNED
<p style="text-align: center;">TAMMI BANKS Digitally signed by TAMMI BANKS Date: 2021.04.29 11:23:17 -07'00'</p> <p>TAMMI A. BANKS U.S. Forest Service Grants & Agreements Specialist</p>			



USDA Forest Service

OMB 0596-0217
FS-1500-19

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

City of Santa Fe:

Alan Webber, Mayor

Attest:

Kristine Bustos Mihelcic, City Clerk

City Attorney's Office:

Marcos Martinez

Marcos Martinez, Apr 23, 2013 10:00DT

Senior Assistant City Attorney

Approved for Finances:

Mary McCoy, Finance Director



INSTRUCTIONS FOR FORM FS-1500-19

1. Enter the original U.S. Forest Service agreement number.
2. Enter the cooperator's agreement number, if applicable.
3. Enter the number for this Modification, i.e. 01, 02, or 03. The first modification to an instrument is '01', subsequent modifications receive a subsequent modification number (for example, the fourth modification is '04').
4. Enter the address of the G&A Specialist/Signatory Official responsible for this agreement.
5. Enter the address of the U.S. Forest Service Program/Project Manager or Lead Scientist responsible for this agreement.
6. Enter the cooperator's address.
7. Enter the cooperator's HHS Sub-Account numbers, if funding is provided on this modification (for example: G2412345003) (Only used by NA/S&PF and NRS)
8. Select all boxes that apply:
 - Change in Performance = updated performance period agreed to.
 - Change in Funding = obligation OR de-obligation amount and new totals.
 - Administrative = change in pay address, administrator address, correcting typing errors, etc.
 - Other = any other modification not described, such as update new objective to study plan, change the Principle Investigator, etc.
9. Insert changes such as updated provision, tasks, or any other data needed by the modification, add additional pages as needed.
10. Check all boxes that apply and ensure to attach these documents to the modification. Other attachments could include SF-424 forms.
11. A – D, self explanatory.
11. E – H, Type or print the names of signatory officials.
12. G&A Specialist signs and dates before sending to the individuals in block 11, if all modification data are approved for signature.

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 06/05/17
FOR CITY COUNCIL MEETING OF 06/14/17

ISSUE:

14. Request for Approval of the Challenge Cost Share Agreement and Budget Adjustment in the Amount of \$315,000, Total Project Value of \$523,384.32 - Implement Planning, Education, and Outreach Projects in the Santa Fe Fire Shed Area; USDA Forest Service Santa Fe National Forest. (Porfirio Chavarria)

FINANCE COMMITTEE ACTION:

Approved as consent item.

FUNDING SOURCE: 22237

SPECIAL CONDITIONS OR AMENDMENTS


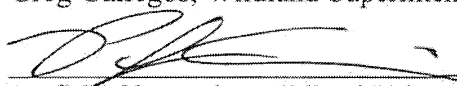
STAFF FOLLOW-UP:

VOTE	FOR	AGAINST	ABSTAIN
COUNCILOR VILLARREAL	X		
COUNCILOR IVES	X		
COUNCILOR LINDELL	X		
COUNCILOR HARRIS	X		
CHAIRPERSON DOMINGUEZ			

4-13-17

City of Santa Fe, New Mexico

memo

DATE: May 30, 2017
TO: Finance Committee
VIA: Erik Litzenberg, Fire Chief 
VIA: Greg Gallegos, Wildland Superintendent 6067
FROM: 
Porfirio Chavarria, Wildland Urban Interface Specialist

SUBJECT:

Background:

The City Council approved resolution 2016-12 Designating the Santa Fe Fire Shed Area as an Area that is Critical to the Health and Safety of the Citizens of Santa Fe and a Priority in Reducing the Ecological and Economic Hazards Posed by Wildfires; Including the Greater Santa Fe Fire Shed in the 25-year Sustainable Santa Fe Plan; and Directing Staff to Identify Funding Sources to Develop Projects.

Item and Issue:

The USDA, Forest Service Santa Fe National Forest proposes a four year Challenge Cost Share Agreement to document the cooperation with the City of Santa Fe to provide a means to support the protection of Santa Fe and the Greater Santa Fe Fireshed Area on lands administered by the U.S. Forest Service and the City of Santa Fe. In summary, the agreement is to coordinate National Environmental Protection Act (NEPA) analysis on 5,000 acres, develop and implement a community education and outreach campaign for the Santa Fe Fireshed, and provide project management support. The agreement's total project value is \$523,384.32; with the Forest Service providing \$315,000.00 in cash to the City of Santa Fe Fire Department.

Action Requested:

Review and approve the Challenge Cost Share Agreement between the City of Santa Fe and the USDA, Forest Service Santa Fe National Forest. Review and approve the attached Budget Adjustment Request (BAR) Form to Business Unit 22237.



FS Agreement No. 17-CS-11031000-006

Cooperator Agreement No. _____

CHALLENGE COST SHARE AGREEMENT
Between The
CITY OF SANTA FE
And The
USDA, FOREST SERVICE
SANTA FE NATIONAL FOREST

This CHALLENGE COST SHARE AGREEMENT is hereby made and entered into by and between the City of Santa Fe, hereinafter referred to as “the City,” and the USDA, Forest Service, Santa Fe National Forest hereinafter referred to as the “U.S. Forest Service,” under the authority: Department of Interior and Related Agencies Appropriation Act of 1992, Pub. L. 102-154

Background: Like many cities throughout the western United States, The City of Santa Fe and nearby communities are dependent upon forest health and protection from catastrophic wildfire. This agreement acknowledges goals and recommendations described in the Santa Fe Municipal Watershed Plan (WP 2013) and the Greater Santa Fe Fireshed Coalition efforts, plans and concepts that are jointly developed among the U.S. Forest Service, the City of Santa Fe, Forest Stewards Guild, Tesuque Pueblo, New Mexico State Forestry and other stakeholders.

The Watershed Plan (WP) provides a framework and funding mechanism for the needed long-term stewardship of the Watershed. The WP provides recommendations for vegetation management, water resource management, public education/outreach, and funding for the work. It has served as a national model for funding forest restoration activities using the Payment for Ecosystem Services concepts to protect against future threats, particularly of catastrophic fire, to the municipal water supply. This model is being extended into the Greater Santa Fe Fireshed where a Coalition is using forest health and hazardous fuel treatment strategies to further protect nearby communities within the Greater Fireshed Area. The GSFF has agreed this landscape is at high risk for a devastating high-intensity wildfire and from subsequent post-wildfire flooding. In order to change conditions, the group agreed on taking steps to find the 5,000 acres of lands within the 107,000 acres where values are at highest risk and where action would provide the greatest benefit to reducing that risk. This agreement furthers the goals of the Fireshed coalition by providing partners with the means to engage the community during the planning of projects in the Fireshed area. The agreement also provides for a greater capacity for planning (NEPA) than is otherwise available.

Title: Greater Santa Fe Fireshed Projects



I. PURPOSE:

The purpose of this agreement is to document the cooperation between the parties to provide a means to support the protection of Santa Fe and surrounding communities that comprise the Greater Fireshed Area, on lands administered by the U.S. Forest Service and the City of Santa Fe.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The U.S. Forest Service and the City recognize that a large portion of Santa Fe's water supply is dependent upon forest health and protection from catastrophic wildfire. The USFS and City also recognize that other communities within the Greater Santa Fe Fireshed need priority on-the-ground projects to make these communities and surrounding forests more resilient to wildfire while maintaining and restoring resilient landscapes. With a common vision the U.S. Forest Service and the City can most effectively marshal resources to support long-term management to provide for the healthier landscapes within the Greater Santa Fe Fireshed

In Consideration of the above premises, the parties agree as follows:

III. THE CITY SHALL:

- A. LEGAL AUTHORITY. The City shall have the legal authority to enter into this agreement, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the nonfederal share of project costs, when applicable.
- B. Perform in accordance with the Statement of Work, the Financial Plan, and Project Area Map incorporated into this document as Attachments A, B & C respectively.

IV. THE U.S. FOREST SERVICE SHALL:

- A. PAYMENT/REIMBURSEMENT. The U.S. Forest Service shall reimburse the City for the U.S. Forest Service's share of actual expenses incurred, not to exceed **\$315,000.00**, as shown in the Financial Plan. The U.S. Forest Service shall make payment upon receipt of the City's quarterly invoice. Each invoice from the City must display the total project costs for the billing period, separated by U.S. Forest Service and the City share. In-kind contributions must be displayed as a separate line item and must not be included in the total project costs available for reimbursement. The final invoice must display the City's full match towards the project, as shown in the financial plan, and be submitted no later than 90 days from the expiration date.

Each invoice must include, at a minimum:

- 1. The City name, address, and telephone number.
- 2. Forest Service agreement number.
- 3. Invoice date.



4. Performance dates of the work completed (start & end).
5. Total invoice amount for the billing period, separated by Forest Service and The City share with in-kind contributions displayed as a separate line item.
6. Display all costs, both cumulative and for the billing period, by separate cost element as shown on the financial plan.
7. Cumulative amount of Forest Service payments to date.
8. Statement that the invoice is a request for payment by "reimbursement."
9. If using SF-270, a signature is required.
10. Invoice Number, if applicable.

The invoice shall be forwarded to:

EMAIL: asc_ga@fs.fed.us

FAX: 877-687-4894

POSTAL: USDA Forest Service
 Albuquerque Service Center
 Payments – Grants & Agreements
 101B Sun Ave NE
 Albuquerque, NM 87109

Send a copy to: Jon Boe
 1710 Riverside Dr.
 Espanola, NM 87533
 505-753-7331
 Email: jboe@fs.fed.us

- B. Perform in accordance with the Statement of Work, the Financial Plan, and Project Area Map incorporated into this document as Attachments A, B & C respectively.

V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

- A. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Name: Porfirio Chavarria Address: P.O. Box 909 City, State, Zip: Santa Fe, NM 87504 Telephone: 505-955-3119 FAX: 505-955-3115 Email: pncchavarria@ci.santa-fe.nm.us	Name: Shirley Coca-Barela Address: P.O. Box 909 City, State, Zip: Santa Fe, NM 87504 Telephone: 505-955-6170 FAX: 505-955-6544 Email: sicoca-barela@ci.santa-fe.nm.us



Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: Sanford Hurlocker, District Ranger Address: 1710 Riverside Dr. City, State, Zip: Espanola, NM 87533 Telephone: 505-753-7331 FAX: 505-753-9411 Email: shurlocker@fs.fed.us	Name: Kileen Mitchell, Grants Management Specialist Address: 11 Forest Lane City, State, Zip: Santa Fe, NM 87508 Telephone: 575-758-6296 FAX: 575-758-6213 Email: kileenbmitchell@fs.fed.us

B. **NOTICES.** Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or the City are sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Program Manager, at the address specified in the agreement.

To the City, at the address shown in the agreement or such other address designated within the agreement.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

C. **PARTICIPATION IN SIMILAR ACTIVITIES.** This agreement in no way restricts the U.S. Forest Service or the City from participating in similar activities with other public or private agencies, organizations, and individuals.

D. **ENDORSEMENT.** Any of the City's contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of the City's products or activities.

E. **USE OF U.S. FOREST SERVICE INSIGNIA.** In order for the City to use the U.S. Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications (Washington Office). A written request will be submitted by the U.S. Forest Service, Santa Fe National Forest, to the Office of Communications Assistant Director, Visual Information and Publishing Services prior to use of the insignia. The U.S. Forest Service the City will notify the The City when permission is granted.



- F. NON-FEDERAL STATUS FOR COOPERATOR PARTICIPANT LIABILITY. The City agree(s) that any of their employees, volunteers, and program participants shall not be deemed to be Federal employees for any purposes including Chapter 171 of Title 28, United States Code (Federal Tort Claims Act) and Chapter 81 of Title 5, United States Code (OWCP), as the City hereby willingly agree(s) to assume these responsibilities.

Further, the City shall provide any necessary training to the City's employees, volunteers, and program participants to ensure that such personnel are capable of performing tasks to be completed. The City shall also supervise and direct the work of its employees, volunteers, and participants performing under this agreement.

- G. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.
- H. NONDISCRIMINATION. In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.

- I. ELIGIBLE WORKERS. The City shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). The City shall comply with regulations



regarding certification and retention of the completed forms. These requirements also apply to any contract awarded under this agreement.

- J. SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM). the City shall maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or agreement term(s). For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.
- K. STANDARDS FOR FINANCIAL MANAGEMENT.
1. **Financial Reporting**

The City shall provide complete, accurate, and current financial disclosures of the project or program in accordance with any financial reporting requirements, as set forth in the financial provisions.
 2. **Accounting Records**

The City shall continuously maintain and update records identifying the source and use of funds. The records shall contain information pertaining to the agreement, authorizations, obligations, unobligated balances, assets, outlays, and income.
 3. **Internal Control**

The City shall maintain effective control over and accountability for all U.S. Forest Service funds. The City shall keep effective internal controls to ensure that all United States Federal funds received are separately and properly allocated to the activities described in the award/agreement and used solely for authorized purposes.
 4. **Source Documentation**

The City shall support all accounting records with source documentation. These documentations include, but are not limited to, cancelled checks, paid bills, payrolls, contract documents. These documents must be made available to the U.S. Forest Service upon request.
- L. LIMITATION OF FUNDS. U.S. Forest Service funds in the amount of **\$315,000.00** dollars are currently available for performance of this agreement through June 15, 2021. The U.S. Forest Service's ability to provide additional funding is contingent upon the availability of appropriated funds from which payment can be made. There is no legal liability on the part of the Forest Service for any payment



above this amount until The City receives notice of availability confirmed in a written modification by the Forest Service.

- M. OVERPAYMENT. Any funds paid to the City in excess of the amount entitled under the terms and conditions of this agreement constitute a debt to the Federal Government. The following must also be considered as a debt or debts owed by the City to the U.S. Forest Service:

- Any interest or other investment income earned on advances of agreement funds; or
- Any royalties or other special classes of program income which, under the provisions of the agreement, are required to be returned;

If this debt is not paid according to the terms of the bill for collection issued for the overpayment, the U.S. Forest Service may reduce the debt by:

1. Making an administrative offset against other requests for reimbursement.
2. Withholding advance payments otherwise due to the City.
3. Taking other action permitted by statute (31 U.S.C. 3716 and 7 CFR, Part 3, Subpart B).

Except as otherwise provided by law, the U.S. Forest Service may charge interest on an overdue debt.

- N. AGREEMENT CLOSEOUT. Within 90 days after expiration or notice of termination the parties shall close out the agreement.

Any unobligated balance of cash advanced to the City must be immediately refunded to the U.S. Forest Service, including any interest earned in accordance with 2 CFR Part 200, Subpart D, 200.305.

Within a maximum of 90 days following the date of expiration or termination of this agreement, all financial performance and related reports required by the terms of the agreement must be submitted to the U.S. Forest Service by the City.

If this agreement is closed out without audit, the U.S. Forest Service reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

- O. PROGRAM PERFORMANCE REPORTS The parties to this agreement shall monitor the performance of the agreement activities to ensure that performance goals are being achieved.

Performance reports must contain information on the following:



- A comparison of actual accomplishments to the goals established for the period. Where the output of the project can be readily expressed in numbers, a computation of the cost per unit of output, if applicable.
- Reason(s) for delay if established goals were not met.
- Additional pertinent information.

The City shall submit semi-annual performance reports to the U.S. Forest Service Program Manager. These reports are due 30 days after the reporting period. The final performance report shall be submitted either with the City's final payment request, or separately, but not later than 90 days from the expiration date of the agreement.

- P. RETENTION AND ACCESS REQUIREMENTS FOR RECORDS. The City shall retain all records pertinent to this agreement for a period of no less than 3 years from the expiration or termination date. As used in this provision, records includes books, documents, accounting procedures and practice, and other data, regardless of the type or format. The City shall provide access and the right to examine all records related to this agreement to the U.S. Forest Service Inspector General, or Comptroller General or their authorized representative. The rights of access in this section must not be limited to the required retention period but must last as long as the records are kept.

If any litigation, claim, negotiation, audit, or other action involving the records has been started before the end of the 3-year period, the records must be kept until all issues are resolved, or until the end of the regular 3-year period, whichever is later.

Records for nonexpendable property acquired in whole or in part, with Federal funds must be retained for 3 years after its final disposition.

- Q. FREEDOM OF INFORMATION ACT (FOIA). Public access to agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552).). Requests for research data are subject to 2 CFR 215.36.

Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2009 Farm Bill).

- R. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees,



volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

- S. PUBLIC NOTICES. It is the U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. The City is/are encouraged to give public notice of the receipt of this agreement and, from time to time, to announce progress and accomplishments. Press releases or other public notices should include a statement substantially as follows:

"Santa Fe National Forest of the U. S. Forest Service, Department of Agriculture"

The City may call on the U.S. Forest Service's Office of Communication for advice regarding public notices. The City is/are requested to provide copies of notices or announcements to the U.S. Forest Service Program Manager and to U.S. Forest Service's Office of Communications as far in advance of release as possible.

- T. FUNDING EQUIPMENT. Federal funding under this agreement is not available for reimbursement of the City's purchase of Equipment. Equipment is defined as having a fair market value of \$5,000 or more per unit and a useful life of over one year.
- U. PROPERTY IMPROVEMENTS. Improvements placed on National Forest System land at the direction or with the approval of the U.S. Forest Service becomes property of the United States. These improvements are subject to the same regulations and administration of the U.S. Forest Service as would other National Forest improvements of a similar nature. No part of this agreement entitles the City to any interest in the improvements, other than the right to use them under applicable U.S. Forest Service regulations.
- V. CONTRACT REQUIREMENTS. Any contract under this agreement must be awarded following the City's established procurement procedures, to ensure free and open competition, and avoid any conflict of interest (or appearance of a conflict). The City must maintain cost and price analysis documentation for potential U.S. Forest Service review. The City is/are encouraged to utilize small businesses, minority-owned firms, and women's business enterprises.
- W. OFFSETS, CLAIMS AND RIGHTS. Any and all activities entered into or approved by this agreement will create and support afforestation/ reforestation efforts within the National Forest System without generating carbon credits. The U.S. Forest Service does not make claims of permanence or any guarantees of carbon sequestration on lands reforested or afforested through partner assistance. The U.S. Forest Service will provide for long-term management of reforested and afforested lands, according to applicable Federal statute regulations and forest plans.



X. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. The City shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this agreement.

Y. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. The City shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

"In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)"

To file a complaint alleging discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington DC 20250-9410 or call toll free voice (866) 632-9992, TDD (800)877-8339, or voice relay (866) 377-8642. USDA is an equal opportunity provider and employer."

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:

"This institution is an equal opportunity provider."

Z. REMEDIES FOR COMPLIANCE RELATED ISSUES. If the City materially fail(s) to comply with any term of the agreement, whether stated in a Federal statute or regulation, an assurance, or the agreement, the U.S. Forest Service may take one or more of the following actions:

1. Temporarily withhold cash payments pending correction of the deficiency by the City or more severe enforcement action by the U.S. Forest Service;
2. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the current agreement for the City's program;
4. Withhold further awards for the program, or
5. Take other remedies that may be legally available, including debarment procedures under 2 CFR Part 417.

AA. TERMINATION BY MUTUAL AGREEMENT. This agreement may be terminated, in whole or part, as follows:



1. When the U.S. Forest Service and the City agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.
2. By 30 days written notification by The City to the U.S. Forest Service setting forth the reasons for termination, effective date, and in the case of partial termination, the portion to be terminated. If the U.S. Forest Service decides that the remaining portion of the agreement does not accomplish the purpose for which the award/agreement was made, the Forest Service may terminate the award upon 30 days written notice in its entirety.

Upon termination of an agreement, the City shall not incur any new obligations for the terminated portion of the agreement after the effective date, and shall cancel as many outstanding obligations as possible. The U.S. Forest Service shall allow full credit to the City for the United States Federal share of the non-cancelable obligations properly incurred by the City up to the effective date of the termination. Excess funds must be refunded within 60 days after the effective date of termination.

- BB. ALTERNATE DISPUTE RESOLUTION – PARTNERSHIP AGREEMENT. In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These procedures may include, but are not limited to conciliation, facilitation, mediation, and fact finding.
- CC. DEBARMENT AND SUSPENSION. The City shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the Federal Government according to the terms of 2 CFR Part 180. Additionally, should the City or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.
- DD. COPYRIGHTING. The City is/are granted sole and exclusive right to copyright any publications developed as a result of this agreement. This includes the right to publish and vend throughout the world in any language and in all media and forms, in whole or in part, for the full term of copyright and all renewals thereof in accordance with this agreement.

No original text or graphics produced and submitted by the U.S. Forest Service must be copyrighted. The U.S. Forest Service reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for Federal Government purposes. This right must be transferred to any sub-agreements or subcontracts.



This provision includes:

- The copyright in any work developed by the City under this agreement.
- Any right of copyright to which the City purchase(s) ownership with any Federal contributions.

EE. PROHIBITION AGAINST INTERNAL CONFIDENTIAL AGREEMENTS: All non federal government entities working on this agreement will adhere to the below provisions found in the Consolidated Appropriations Act, 2016, Pub. L. 114-113, relating to reporting fraud, waste and abuse to authorities:

(a) The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (a) of this award provision are no longer in effect.

(c) The prohibition in paragraph (a) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d) If the Government determines that the recipient is not in compliance with this award provision, it:

(1) Will prohibit the recipient's use of funds under this award, in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and

(2) May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.

FF. PUBLICATION SALE. The City may sell any publication developed as a result of this agreement. The publication may be sold at fair market value, which is initially defined in this agreement to cover the costs of development, production, marketing, and distribution. After the costs of development and production have been recovered, fair market value is defined in this agreement to cover the costs of marketing, printing, and distribution only. Fair market value must exclude any in-kind or Federal Government contributions from the total costs of the project.



- GG. MODIFICATIONS. Modifications within the scope of this agreement must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.

- HH. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature. The project start date is June 15, 2017 and is effective through June 15, 2021, at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.


- II. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement. In witness whereof, the parties hereto have executed this agreement as of the last date written below.

JAVIER GONZALES, Mayor Date
City of Santa Fe

Attest:

YOLANDA Y. VIGIL, City Clerk Date:
City of Santa Fe

Approved as to form:

 5/30/17
KELLEY A. BRENNAN, Attorney Date
City of Santa Fe

Approved:

ADAM K. JOHNSON, Finance Director Date
City of Santa Fe



JAMES E. MELONAS, Forest Supervisor
U.S. Forest Service, Santa Fe National Forest

Date

The authority and format of this agreement have been reviewed and approved for signature.

KILEEN B. MITCHELL
U.S. Forest Service Grants Management Specialist
17-CS-11031000-006

05/23/2017

Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

Statement of Work

The City of Santa Fe shall:

1. Perform in accordance with the attached financial plan.
2. Coordinate with the U.S. Forest Service at all phases in the completion of the project.
3. Provide project management support, up to 40 percent of an FTE for up to a year spent over the project lifetime. The City's project manager will work directly with Forest Service and contractors. Duties include, but are not limited to, coordinating meeting schedules, taking meeting notes, supervising the work of contractors, tracking and following work plan timelines.
4. Coordinate NEPA analysis on five thousand (5,000) acres of U.S. Forest Service land that lies within the Greater Santa Fe Fireshed. The City will ensure the following is completed:
 - a) Utilize the NEPA workflow model developed by the U.S. Forest Service and the City of Santa Fe Fire Department. *See Appendix A for Santa Fe NF Standard NEPA Specs for contractors.*
 - b) Coordinate with the Espanola and Pecos/Las Vegas Ranger Districts, Santa Fe National Forest Supervisors Office, and the Greater Santa Fe Fireshed Coalition in the development of the RFP and throughout the NEPA process.
 - c) Conduct appropriate level of public engagement/scoping as proposed actions are identified.
 - d) Supplement Forest Service reports/analysis for archeology and wildlife as necessary to support the decision making (e.g. stand exams, hydrology, other)
 - e) Document appropriate analysis (CE, EA, EIS) to support decision(s) based on compiled studies/reports, and public involvement.
5. Implement a volunteer neighborhood ambassador program to engage and empower citizens to take action in reducing or mitigating risk from wildfire.
 - a) A program coordinator connects Ambassadors to Santa Fe Fireshed resources, listens to, problem solves, promotes successes, recognize and solves conflicts, and ensures neighborhood ambassadors are connecting with other ambassadors through meetings, phone calls, emails, and field visits.
 - b) An anticipated minimum ten Ambassadors with additional volunteers involved in specific events
 - c) Ambassadors will meet at a minimum six times a year

6. Manage the Santa Fe Website, Email and Social Media products. Maintain and update the website with partner profiles, resources, news and events. Create partner profiles on the Fireshed website, Manage email and social media account communications (Facebook, Twitter, Instagram, etc.)

7. Develop a community education and outreach campaign for the Santa Fe Fireshed.
 - a) Develop and deliver an education campaign for wildland urban interface residents that promotes resilient landscapes, fire adapted communities and safe and effective wildfire response to adults and youth. The education program will be delivered to a minimum of 3500 Santa Fe residents via mailings, public events, seminars, field trips, and meetings.
 - b) Create promotional and educational material that can be distributed at public and community education events. Will produce at a minimum the following products: rack cards, posters, public transportation media, pamphlets, and an 8-page booklet.
 - c) Print promotional and educational material. The following (minimum) products will be produced:
 - i. 6500 rack cards
 - ii. 5000 8-page booklets
 - iii. 2000 Posters
 - iv. 3000 Pamphlets
 - d) Develop graphics and language to be used on materials including but not limited to rack cards, booklets, handouts, information kiosks, monitoring camera stands, billboards, and public transportation signage.

8. *Sustaining Environmental Capital Initiative*
 - a) Develop two additional ecosystem service models for the fireshed and conduct scenario analysis of alternative management strategies
 - b) Analyze survey response data of residents and business owners conducted by the City of Santa Fe to identify community priorities related to desired future landscape conditions
 - c) Produce a report on the analysis, including full descriptive statistics, illustrative figures, key findings, and develop metrics that can be used to enhance the ecosystem services modeling and scenario analysis efforts.
 - d) Use the models (a) and survey results (b) to perform a multi-criteria decision analysis to develop management strategies that will lead to locally defined desired outcomes for ecosystem function and landscape condition.
 - e) A minimum of two in-person presentations to stakeholders (e.g., local officials, HOA representatives, or new Ambassadors): one at the beginning of the project, to explain the process and encourage local participation and buy-in, and one at the end, to present key findings.
 - f) A minimum of three "infographics" illustrating the results of specific questions or data points.

17-CS-11031000-006

Attachment A: Statement of Work

9. Manage the advertising campaign for the Santa Fe Fireshed. Produce press releases for education and outreach initiatives across multiple advertising platforms including, but not limited to, print, multimedia, billboards, public transportation, and radio.
10. Solicit and award all contracts required to complete the project outcomes listed herein according to City of Santa Fe procurement policies and procedures.

The U.S. Forest Service shall:

1. Perform in accordance with the attached financial plan.
2. Coordinate with the U.S. Forest Service at all phases in the completion of the project.
3. Coordinate with the City of Santa Fe in the NEPA analysis on five thousand (5,000) acres of U.S. Forest Service land that lies within the Greater Santa Fe Fireshed.
4. Provide the City of Santa Fe and its contractors access to Forest Service land as needed to complete this project.

Attachment:

USFS Agreement No.:
Cooperator Agreement No.:

Mod. No.:

Note: This Financial Plan may be used when:
(1) No program income is expected and
(2) The Cooperator is not giving cash to the FS and
(3) There is no other Federal funding

Agreements Financial Plan (Short Form)

Financial Plan Matrix: Note: All columns may not be used. Use depends on source and type of contribution(s).

COST ELEMENTS	FOREST SERVICE CONTRIBUTIONS		COOPERATOR CONTRIBUTIONS		(e) Total
	(a) Noncash	(b) Cash to Cooperator	(c) Noncash	(d) In-Kind	
Direct Costs					
Salaries/Labor	\$28,150.00	\$58,500.00	\$67,624.00	\$60,000.00	\$214,274.00
Travel	\$1,550.00	\$1,120.64	\$560.32	\$0.00	\$3,230.96
Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Supplies/Materials	\$0.00	\$4,339.36	\$0.00	\$0.00	\$4,339.36
Printing	\$0.00	\$36,040.00	\$0.00	\$0.00	\$36,040.00
Other	\$0.00	\$215,000.00	\$50,500.00	\$0.00	\$265,500.00
Other					\$0.00
Subtotal	\$29,700.00	\$315,000.00	\$118,684.32	\$60,000.00	\$523,384.32
Coop Indirect Costs		\$0.00	\$0.00		\$0.00
FS Overhead Costs	\$0.00				\$0.00
Total	\$29,700.00	\$315,000.00	\$118,684.32	\$60,000.00	\$523,384.32
Total Project Value:					\$523,384.32

Matching Costs Determination	
Total Forest Service Share = (a+b) + (c) = (f)	(f) 65.86%
Total Cooperator Share (c+d) + (e) = (g)	(g) 34.14%
Total (f+g) = (h)	(h) 100.00%

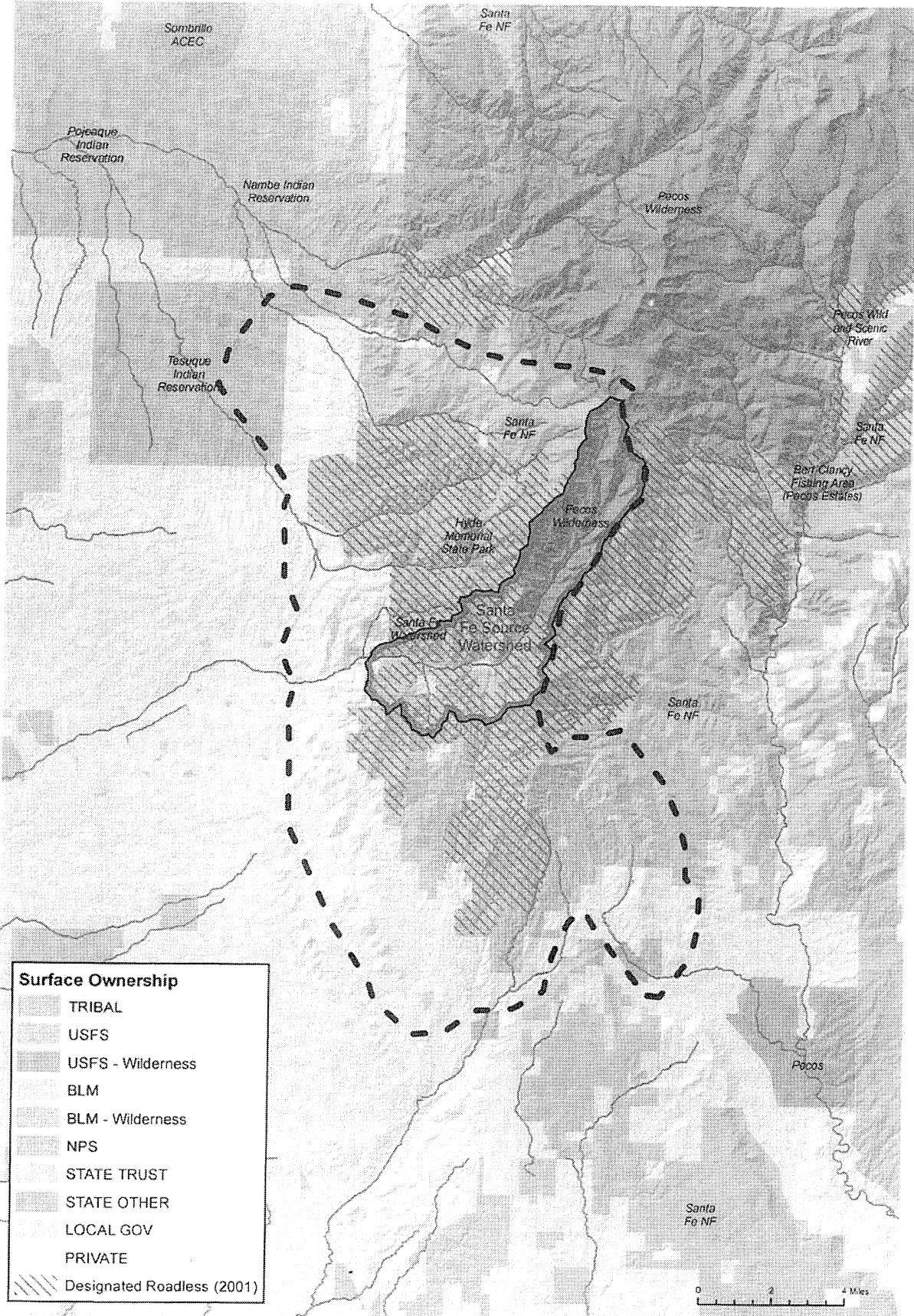
WORKSHEET FOR				
FS Non-Cash Contribution Cost Analysis, Column (a)				
Salaries/Labor				
Standard Calculation				
Job Description		Cost/Day	# of Days	Total
Archaeologist		\$280.00	5.00	\$1,400.00
Wildlife Biologist		\$350.00	5.00	\$1,750.00
Fireshed Coordinator		\$250.00	100.00	\$25,000.00
Total Salaries/Labor				\$28,150.00
Travel				
Standard Calculation				
Travel Expense	Employees	Cost/Trip	# of Trips	Total
Vehicle	Archaeologist	\$50.00	3.00	\$150.00
Vehicle	Biologist	\$50.00	3.00	\$150.00
Vehicle	Coordinator	\$50.00	25.00	\$1,250.00
Total Travel				\$1,550.00
Supplies/Materials				
Standard Calculation				
Supplies/Materials		# of Items	Cost/Item	Total
				\$0.00
				\$0.00
Total Supplies/Materials				\$0.00
Printing				
Standard Calculation				
Paper Material		# of Units	Cost/Unit	Total
				\$0.00
Total Printing				\$0.00
Other Expenses				
Standard Calculation				
Item		# of Units	Cost/Unit	Total
				\$0.00
				\$0.00
Total Other				\$0.00
TOTAL COST		\$29,700.00		

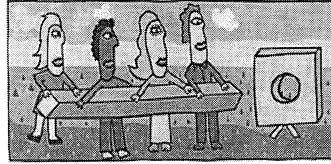
WORKSHEET FOR				
FS Cash to the Cooperator Cost Analysis, Column (b)				
Salaries/Labor				
Standard Calculation				
Job Description		Cost/Day	# of Days	Total
SFFD - WUI Specialist, Project Coordinat		\$234.00	250.00	\$58,500.00
Total Salaries/Labor				\$58,500.00
Travel				
Standard Calculation				
Travel Expense	Employees	Cost/Trip	# of Trips	Total
Santa Fe - Durango				
Per Diem (GSA rate)	1	\$64.00	4.00	\$256.00
Lodging (GSA rate)	1	\$152.00	2.00	\$304.00
City Vehicle	1	\$49.00	4.00	\$196.00
Mileage	424	\$0.43	2.00	\$364.64
Total Travel				\$1,120.64
Supplies/Materials				
Standard Calculation				
Supplies/Materials		# of Items	Cost/Item	Total
photo monitoring stands		50.00	\$75.00	\$3,750.00
office supplies (pens, pencils, index cards, etc.)			\$189.36	\$189.36
panel trade show displays		2.00	\$200.00	\$400.00
Total Supplies/Materials				\$4,339.36
Printing				
Standard Calculation				
Paper Material		# of Units	Cost/Unit	Total
rack cards		6500.00	\$1.16	\$7,540.00
posters, pamphlets		5000.00	\$2.00	\$10,000.00
8 page booklet		5000.00	3.70	\$18,500.00
Total Printing				\$36,040.00
Other Expenses				
Standard Calculation				
Item		# of Units	Cost/Unit	Total
Contractual				
NEPA Coordinator		1.00	\$60,000.00	\$60,000.00
NEPA Supporting Studies/Reports (stand		1.00	\$20,000.00	\$20,000.00
Education and Outreach		\$1.00	43000.00	\$43,000.00
Wildfire Ambassador Coordinator		\$1.00	30000.00	\$30,000.00
Social Media Communications Coordinatd		\$1.00	20000.00	\$20,000.00
Sustaining Environmental Capital Initiati		\$1.00	30000.00	\$30,000.00
Advertising		\$1.00	12000.00	\$12,000.00
Total Other				\$215,000.00
TOTAL COST		\$315,000.00		

WORKSHEET FOR					
Cooperator Non-Cash Contribution Cost Analysis, Column (c)					
Salaries/Labor					
Standard Calculation					
Job Description		Cost/Day	# of Days		Total
SFFD- WUI Specialist, Program Coordina		\$232.00	157.00		\$36,424.00
WUI Technician		\$150.00	208.00		\$31,200.00
Total Salaries/Labor					\$67,624.00
Travel					
Standard Calculation					
Travel Expense	Employees	Cost/Trip	# of Trips		Total
Santa Fe - Durango					
Per Diem (GSA rate)	1	\$64.00	2.00		\$128.00
Lodging (GSA rate)	1	\$152.00	1.00		\$152.00
City Vehicle (use)	1	\$49.00	2.00		\$98.00
Mileage (mileage x rate)	424	\$0.43	1.00		\$182.32
Total Travel					\$560.32
Other Expenses					
Standard Calculation					
Item		# of Units	Cost/Unit		Total
Housing for USFS Fire Engine (per year)		4.00	\$10,000.00		\$40,000.00
Education and Outreach (contract)		1.00	\$10,500.00		\$10,500.00
Total Other					\$50,500.00
TOTAL COST		\$118,684.32			

WORKSHEET FOR					
Cooperator In-Kind Contribution Cost Analysis, Column (d)					
Salaries/Labor					
Standard Calculation					
Job Description		Cost/Hour	# of Hours		Total
Volunteers: Wildlife Ambassadors & Public Participants		\$24.00	2500.00		\$60,000.00
Total Salaries/Labor					\$60,000.00
Travel					
Standard Calculation					
Travel Expense	Employees	Cost/Trip	# of Trips		Total
					\$0.00
					\$0.00
Total Travel					\$0.00
Other Expenses					
Standard Calculation					
Item		# of Units	Cost/Unit		Total
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Non-Standard Calculation					
Total Other					\$0.00
TOTAL COST		\$60,000.00			

Santa Fe Fireshed Land Ownership





A DYNAMIC NEPA STEPS TOOL: INTRODUCTION

This tool provides an approximate list of key steps in NEPA. The purpose of the Tool is to assist NEPA team leaders, team members, and Responsible Officials in planning for and completing all the tasks inherent in a NEPA project in a timely fashion. NEPA consists of many small tasks included in larger ones. Oftentimes too little time (or none at all) is given for *preparing* for a task. For example, although the scoping period may be thirty days, it also may take 30-40 days to *prepare* for scoping. The tasks in the Tool are broken down into logical units, but users must be constantly aware that many tasks overlap. For instance, during the 30-day scoping period, the team may prepare for the next tasks, set up the project record, make contacts, etc. The tasks are not numbered sequentially because they rarely occur in a specific order, and each team's set will be different. The Tool can also be used as a simple "check" that you're not forgetting something. It's up to you to assign people to the days.

Links to various web-sites are supplied; the FSH 1909.15 link is the main one since it contains cites to the CEQ and FS NEPA regulations when applicable (40 CFR 1500-1508 and 36 CFR 220).

This version of the Tool was updated from the original in 2014 by Julie Bain (Forest NEPA Coordinator, Santa Fe National Forest) for use for another project. That version has been updated in 2017 for use as an attachment to the Santa Fe Fireshed agreement with the City of Santa Fe. The most significant change has been to remove references and processes associated with 215 appeal rule, which has been replaced by the 218 objection process. Although this change requires different processes at the tail end of a project, it does not change how a project is planned through most of the cycle.

USDA FOREST SERVICE
SOUTHWEST REGION 3
Santa Fe National Forest/Española RD



To use this tool, just follow these simple steps:

1. **Save** a copy to your electronic project file (you should have a team file so everyone's work is in one place)
2. Determine which **tasks** apply to your project: add any tasks that aren't listed and delete those that don't apply.
3. Estimate **time** (work days) for each task. Assign people to them. Use Appendix 2 to summarize assignments.
4. Prepare **timeline** using these days. This can be done using Project Manager or other timeline program.
5. Make sure the **Responsible Official is aware** of the key points where he/she should be involved and approves them. The final version of the tool should be reviewed and approved by the Responsible Official.
6. Print double-sided **color copy (if possible)** of final version for your project for ease of use. [Color is not required to *use* TOOL]
7. **Keep tool up to date** as dates, people, priorities, etc., change. Keep Responsible Official informed of any approval changes.

STEPS TOOL begins..... p. 3

Appendix 1: Estimated/average days to complete an EIS and EA..... p. 25

Appendix 2: Work days and tasks assigned to team members..... p. 26

<p style="text-align: center;">A DYNAMIC NEPA STEPS TOOL TASKS or ACTIVITIES¹ FOR COMPLETING AN EA OR EIS²</p>		
TASK/ACTIVITY	<i>Estimated WORK DAYS³</i>	RESPONSIBILITY/WEB LINKS/USER NOTES
Determine P&N (purpose & need) for proposal		NEPA INTERDISCIPLINARY TEAM
The "need" for the proposal must be determined. Start with an initial proposal for action (e.g., burn 100 acres).	 variable	RESPONSIBLE OFFICIAL KEY POINT⁴
Surveys, Field Visits, Inventory as needed.	variable	Preferably done prior to beginning NEPA and scoping to have info for existing conditions. Time needed varies by project from one day to many weeks.
Describe Existing Condition and Desired Condition ⁵ for key resources (e.g., fuels), then compute "need for change" (gap; e.g., need to reduce fuels from 100 tons to 5 tons).	variable	Document
Responsible Official approves the initial PA and P&N to start scoping.		RESPONSIBLE OFFICIAL KEY POINT The initial purpose and need statement and initial proposed action should be approved for NEPA. Document
Total days to complete	variable	Dependent upon scope the action. Add time to subsequent NEPA.




¹ Not all steps are required for every project, and every project will have a different number of days for each step performed depending on complexity.

² Many of the steps are used for a CE also, except for document preparation and most objections. A short section on CE's is located on page 24.






³ Person work days listed are for an average project. Work days in [blue brackets] are concurrent with other days listed; they are not included in the total days computed at bottom of chart. Other concurrent work depends on team composition/size. Project complexity determines total days, not EA v. EIS. Adjust days for your own project.



⁴ Responsible Official should be involved at key points and preferably sign off on any decisions so they may be put into the record. **Those required by 1950. ch. 41, etc., are noted.**

⁵ Desired conditions come from the Forest Plan, or discussions that further refine the Forest Plan for you particular site.


Project NEPA and Team Identification	18 days estimated	NEPA INTERDISCIPLINARY TEAM ⁶
Responsible Official appoints Team Leader and Team, depending on scope of project. (FSH 1909.15, ch.12)	 1	RESPONSIBLE OFFICIAL KEY POINT: <u>FSH 1909.15, 12</u> Every project is unique and team composition should reflect this. For larger projects, consider a core team and consulting members depending on size and complexity of project. Team leader can be from any function, but recommend team leader not serve as team member – e.g., if team leader is a bio, get another bio to be the bio on the team.
Prepare Project Initiation Letter (PIL) Responsible Official signs	 5	RESPONSIBLE OFFICIAL KEY POINT. PIL may or may not include fully developed PA at this point. Writing the PIL may be the first team assignment, but if the Responsible Official writes it the team should be involved. Initial timeline estimates in the PIL can be used for Project Timeline (below).
Develop Project Timeline. Responsible Official approves.	 3	RESPONSIBLE OFFICIAL KEY POINT. This can be done in a program, such as Project Manager, or manually. It will likely change over time, but try to keep it up to date. If it veers much from the timeline set out in your PIL, inform Responsible Official of possible budgetary concerns. Use completed version of this TOOL to develop the project timeline.
Determine internal lines of communication (preferably included in the PIL).	1	Determine how Responsible Official wants to be involved in process, who will share info with SO or RO, how rest of Unit wants to be informed or involved. Set roles. If sub-staff is on team, see if staff wants to stay informed. Discourage team member changes over time.
Set up one electronic file location with team access; consider FTP site.	1	This fosters sharing of info and lessens duplication of effort; documents may be created in personal space but working docs and final docs should be filed in one file location.
Set up one arc view project and load coverages you are likely to need for analysis; if team has a GIS person available, use them for initial setup.	1	Encourage team to work from the same set of data; if data conflicts try to resolve early. And if there are data gaps, fill them early in process. Decide when team has enough and it's time to move on (don't get hung up on perfect data).
Begin mailing list; research addresses if needed; THIS IS AN ON-GOING TASK!	5	Be thinking about adjacent landowners, permittees, agencies or persons affected by or interested in the project, required list for EISs, and begin developing mailing list. Sometimes this requires a trip to County recorders office to get landowner addresses.
Set up Project Record filing and index system Update throughout project, not at end!!	1	Keep record throughout process; decide on person responsible for upkeep if not Team Leader (who is ultimately responsible). See papers on <u>Records</u> on R3 NEPA FSWeb. The region is developing a process for using digital electronic records; check EAP NEPA for status. Virtually all documents should be in electronic format anyway (scan if not).

⁶ Note that all tasks up to the document preparation itself are the same, regardless of whether EA or EIS; scope determines level of work.


HEALTHY FOREST RESTORATION ACT	Add extra HFRA days	http://fsweb.wo.fs.fed.us/hfra/ http://fsweb.wo.fs.fed.us/hfra/fieldguide.shtml
<p>Determine if project can be authorized under HFRA.</p> <p>Because HFRA projects have special procedures different from regular NEPA, it is best to determine if your project qualifies as an authorized HFRA project as early as possible. Scoping documents and legal notices should have information regarding HFRA procedures. The R3 HFRA/HFI website has templates.</p> <p>The project leader should work closely with the NEPA Coordinator in the determination of HFRA projects and in the development of the NEPA analysis and public involvement for the project.</p>	 2	<p>RESPONSIBLE OFFICIAL KEY POINT: the responsible official, in consultation with NEPA planning and Fire/Fuels planning staff, should decide whether HFRA is the appropriate tool to use. Collaboration, public involvement, alternative development, and pre-decisional review are different under HFRA. In addition, HFI ESA Counterpart regulations may apply.</p> <p>The Responsible Official may be more involved at key steps because process decisions are "law" under HFRA.</p> <p>The rest of the NEPA procedures are the same as described for EAs and EISs. HFRA requirements and regular NEPA requirements should be combined in project timelines. The major different steps are listed below.</p>
<p>HFRA Section 102: (a)(1)—(5) Authorized hazardous fuel reduction projects:</p>	 1	<p>Go to HFRA for location requirements.</p> <p>Go to <i>Interim Field Guide</i> for decision tree (see website above).</p>
<p>HFRA Section 103: Prioritization</p>	1	<p>Go to HFRA for prioritization and collaboration requirements.</p>
<p>HFRA Section 104(a)—(d) Consideration of Alternatives</p>	 3	<p>Go to HFRA for alternative requirements for different locations.</p>
<p>HFRA Section 104(e): Public notice and public meeting</p>	2	<p>Go to HFRA for notice and meeting requirements.</p>
<p>HFRA Section 104(g): Environmental analysis and public comment</p>	1	<p>Go to HFRA for opportunity for comment requirements.</p> <p>Go to "Frequently Asked Questions" for comment opportunity for an EA.</p> <p>http://fsweb.wo.fs.fed.us/hfra/faqs/index.shtml</p>
<p>HFRA Section 105: Special Administrative Review Process</p>	 0	<p>Scroll to 36 CFR 218 for the "objection" process requirements.. (Subpart A or Subpart B, depending if the project is eligible as HFRA or not.</p>
<p>HFRA Section 104(h): Decision document</p>	 1	<p>Go to HFRA for decision document requirements.</p>


Proposed Action/Purpose and Need	15 days estimated	(FSH 1909.15, ch. 11.2)
<p>Develop Proposed Action/Purpose and Need in detail: who, what, how, where, when and why.</p> <p>"Internal Scoping" is used to discover issues or problems that may be "fixed" before going public, or may identify resource areas that will be the focus of the analysis; these are issues, too, and may be included in document sent to public for scoping.</p>	10	<p>*Key IDTeam work: - IDTeam takes general PA (from PIL) and develops into fully developed PA; some of this may have been done in Pre-NEPA process above to determine the "purpose and need." IDTeam meets to discover "internal issues/problems/concerns" and uses them to develop PA/mitigation/etc.; this may require some initial effects analysis to resolve internal issues before going public (additional time). We recommend a detailed, site-specific PA without any <i>unresolved known</i> internal issues. Include design features and mitigation measures that you know about. If conflict still exists after good effort, the line officer chooses what to carry forward.</p>
Check consistency with Forest Plan	1	Sometimes proposed actions or alternatives will include a site-specific amendment to the plan; sometimes they resolve internal issues. This is OK and should be recognized and documented. Amendments should be included in proposed action/alternative descriptions in the scoping letter.
Determine significance of any proposed amendments.	1	Due to the continuing changes to planning rule, consult with your Forest Planner for any and all amendments , which rule to use, FSH/M to use, etc.
Responsible Official Approves PA/PN to go public.	 1	<p>RESPONSIBLE OFFICIAL KEY POINT:⁷ FSH 1950, ch. 41 Approves all components of the PA and P&N before going public.</p>
Add to Schedule of Proposed Action and PALS (FSH1909.15, 06)	1	Put in <u>SOPA/PALS</u> as soon as proposed action is viable; may be before official scoping begins. Contact District/ Forest NEPA coordinator for PALS information.
<p>Determine appropriate type of NEPA document: CE, EA, or EIS. Use the NEPA document flowchart. May be done before or after scoping</p>	 1	<p>RESPONSIBLE OFFICIAL KEY POINT: FSH 1909.15, ch. 11.6 See <u>FSH 1909.15 chapter 30</u> to see if CE is possible, or <u>FSH 1909.15, ch. 20.2</u> if an EIS is normally required. Usually IDTeam determines type of document to do at this point. However, it may not be certain until scoping, or some effects analysis, has been done. An EA determines if an EIS is needed, so it's possible to stop EA and change to EIS at any time during analysis. Also you may switch from CE to EA if you suspect there may be significant effects. Responsible Official always makes final decision here.</p>



⁷ Per FSM 1950.41, the Responsible Official is the agency employee who has delegated authority to make and implement a decision on a proposed action; therefore that person is the only one who can make some management decisions, such as what comprises the final proposed action, what document type will be used, etc.

Public Involvement Prep and Scoping⁸ (FSH 1909.15, ch. 11)	54 days <i>estimated</i>	NOTE: Scoping is performed for <i>all</i> Forest Service proposals, commensurate with scope of project. Thirty days is usually the outside limit for external scoping. There is no preferred or required method, except for NOI for EIS. Scoping is more than mailing a letter to the public; it is also an internal process for determining the scope of the project.
Develop Public Involvement Plan (PIP)	5	Use your Public Affairs Officer (PAO) for ideas; PIP might contain public to include, etc.
Consider cooperating agencies. (FSH1909.15, 11.31b) (40 CFR 1501.6)	[1-5]	Concurrent with PIP; Cooperating Agencies have very specific requirements; may require official correspondence; consult with your NEPA Coordinator early.
Create agreements needed for Cooperating Agencies, if designated.	5	If designated, include work assignments, funding arrangements, etc., in MOU, MOA, or other agreement. Include FACA requirements for non-federal entities.
Consider Tribal consultation.	[1]	Concurrent: Consult with Forest or District archaeologist to determine level of tribal consultation required. Usually create separate letter, follow up phone calls or on-site visits. Usually conducted by archaeologist. For projects of low sensitivity, some Forests do an annual consultation letter – see if this applies to your project.
Approve Public Involvement Plan	 1	RESPONSIBLE OFFICIAL KEY POINT: FSH 1909.15, ch. 11.5, and FSM 1950, ch. 41
Develop Project mailing list	[2]	Concurrent work; start with existing and adjust as necessary throughout process.
EIS: determine mandatory EIS mailings (FSH 1909.15, 23.1)	1	List is for required mailings of DEIS/FEIS upon publication. Don't wait until ready to mail DEIS to do this. Current list: http://www.fs.fed.us/emc/nepa/includes/distlist.pdf
Prepare Scoping letter or other products designed for project.	5	"Scoping" is required, but no particular method or publication type is required. For EIS only, concurrent with NOI development.
Publish Scoping notice in paper and/or forest web	1	Not required; depends on size/interest of project to area. Web pages for projects must be ADA compliant. Good idea for projects with high interest.
Prepare NOI if applicable (see below)	[10]	Counted in NOI step below.
Mail Scoping Letter/Product	5	To Project Mailing List.


⁸ Collaboration is not dealt with specifically in this TOOL. If used, add additional time to Pre-NEPA, public involvement, PA development, etc. as appropriate.



External Scoping Period	30	May be concurrent with NOI for EIS; no time requirement but 30 days is common for larger projects; smaller ones may be only 15 days.
Make key contacts	[5]	Concurrent with Scoping period, cooperating agencies, Tribal, etc.
Hold public meetings, field trips, etc., identified in PIP	[2+]	None required; depends on level of interest, controversy, size, etc. of project. Determine if they would buy you anything as they are a big investment of time and money.
Adjust PIP if necessary	1	Level of response to scoping may require adjustment to future PI activities.
Notice of Intent: EIS only (FSH 1909.15, 21)	20 days estimated	
Write <u>Notice of Intent</u> (NOI) (template); see <u>FSH 1909.15, ch. 22.3, Exhibit 01</u> for required FS paragraph.	 10	RESPONSIBLE OFFICIAL KEY POINT: must sign 3 copies in ink http://www.archives.gov/federal_register/document_drafting_handbook/chapter_3.pdf – <i>Federal Register</i> formatting. NOI is usually written by team leader and signed in ink by Forest Supervisor as soon as EIS is known. Acting may sign, but no one else can "sign for." Check FR guidance.
Mail NOI to <i>Federal Register</i> for publication	10	Fed Ex/Mail 3 original signed copies of NOI to <i>Federal Register</i> to publish; publication takes 3-4 days after receipt to appear. You may ask for verification in transmittal letter.
Scoping Period starts with NOI for EIS	[30]	Announce scoping period in NOI; usually concurrent with scoping period above.

Issues Formulation <u>FSH 1909.15, ch. 12.4</u>	17 days <i>estimated</i>	"Issues serve to highlight effects or unintended consequences that may occur from the proposed action and alternatives..."
<p>Analysis of Scoping Comments</p> <p>Team identifies issues and their measures from internal and external scoping results.</p> <p>Issues are used to focus analysis, highlight effects, and develop alternatives.</p>	<p>10</p>	<p>*Key IDTeam work: conduct content analysis of scoping comments. Look for issues in comments received. If large response, you may contract out comment analysis.</p> <p>See FSH 1909.15, ch. 12.4 for updated issue concepts: issues help focus analysis.</p> <p>Be sure to document the process you use to determine issues and significance in a clear and organized manner. There are many possibilities and each forest has its own favorite way. "Significant" issues are those with a cause-effect relationship to the PA and carried forward into the NEPA document and may be labeled as such, or just as "Issues."</p> <p>Here is one suggested way to conduct comment analysis to discover issues:</p> <p>1- Photocopy each letter; 2- number each letter; 3-bracket each comment and assign number (1.1, 1.2, etc.); 4- determine if comment is resolved through law, regulation, policy; if outside scope or irrelevant to the decision being made; not supported by science; or just a general comment/opinion/position. 5- Determine significance and measures; 6- put in spreadsheet or table; 7- create list of significant issues and measures for responsible official.</p>
<p>Responsible Official approves list of issues to be analyzed in depth, and applicable measures.</p>	<p> 1</p>	<p>RESPONSIBLE OFFICIAL KEY POINT: <u>FSM 1950, ch. 41</u></p>
<p>Document scoping/issues process and results. (<u>FSH 1909.15, ch. 12.6</u>)</p>	<p>5</p>	<p>Not required, but it's a good way to document scoping effort/results for record and referencing in NEPA document.</p>
<p>Mail Scoping /Issues documentation to public if applicable.</p>	<p>1</p>	<p>Not required; FSH says to keep public informed depending on the importance of the proposed action. Good idea if there has been a long gap between scoping and next step.</p>
<p>Update project record and index and PALS.</p>	<p>[1]</p>	<p>Concurrent with process.</p>

Alternatives to Proposed Action (FSH1909.15, ch.14)	25 days <i>estimated</i>	
Develop alternatives, including mitigation measures, monitoring requirements, etc. for each.	15	*Key ID Team key work; crucial step; alternatives respond to significant issues or public input, and are approved by Responsible Official. All team members use the alternatives as approved for effects analysis and may not alter on their own. Any changes to any alternative must be approved by Responsible Official and used by all team members.
Write details of range of alternatives.	5	Range includes both Alternatives included and eliminated from detailed analysis; document rationale for any eliminated which may include some effects analysis.
Check consistency with Forest Plan.	1	Sometimes proposed actions or alternatives will include a site-specific amendment to the plan; sometimes they resolve issues. This is OK and should be recognized and documented. Amendments should be included in proposed action/alternative descriptions in the scoping letter.
Determine significance of any proposed amendments.	2	Due to the constant state of flux of the planning rule, consult with your Forest Planner for any and all amendments, rule to use, FSH/M to use, etc.
Responsible Official approves range of alternatives.	 2	RESPONSIBLE OFFICIAL KEY POINT: <u>FSM 1950, ch. 41</u>
Update project record and index and PALS.	[1]	Concurrent with process.
Effects Analysis Plan (Timeline update)	3 days <i>estimated</i>	
Develop effects analysis plan and timeline. Effects analysis can be viewed as "action analysis" because you will need to determine past, present, and reasonably foreseeable future actions (in addition to your proposed actions) to develop cumulative effects of all the actions cumulatively.	2	This is an important step that is often overlooked. The ID Team should determine real time available to team members; time needed depends on scope of project, issues, alternatives, etc. Original timeline may need updating after issues and alternatives are determined. Encourage collaboration among team members. Consider developing outlines for specialist reports that focus work on the issues and other required elements. One ID team member may need to make conclusions first, then other team members use that info for their conclusions. For example, silviculture could run future forest conditions then wildlife could draw from these.
Responsible Official approves scope of analysis and plan.	 1	RESPONSIBLE OFFICIAL KEY POINT; keep updated.

Field Work/Data gathering	Concurrent	All this work may occur while other steps are being done, so should not be counted separately, unless unusual circumstances exist. Days are extremely variable.
Off-Forest break-In period	[5]	Concurrent: Off-forest employees need field & resource exposure (e.g., detailers, enterprise teams, contractors, etc.)
Heritage Surveys	[40]	Concurrent Work; all field work can occur concurrently; identify needs and list each one
Botanical Surveys	[40]	Concurrent Work
Wildlife Surveys	[40]	Concurrent Work
Soils and Hydrology	[40]	Concurrent Work
Other field work/data gathering	[40]	Concurrent Work: duplicate line for each needed resource (Visuals, Rec., etc.)
Affected Environment/Effects Analysis (interdisciplinary)	40+ days estimated	*Key IDTeam Work*
Affected Environment (baseline) information gathering	5	Affected Environment section is required for EIS, not for EA; however, the baseline <i>information</i> is still needed for effects analysis. Much information can come from left-hand side analysis.
<u>Environmental Effects specialists' reports</u> : use the agreed-upon alternatives. Individuals should NOT change alternative descriptions for their own use. Seek agreement from team and responsible official.	30+++	There are many resources for which we must disclose effects, whether they are listed as issues or not (e.g., MIS, TES, Heritage, etc.) Time (days) may turn into years if not controlled. See Effects Analysis Plan above. Discuss effects only briefly for non-significant issues. Whether you document a lot of discussion about non-significant issues may depend on the detail given to the scoping comment analysis report listed above. Possible sections and specialist reports are listed below.
<u>Cumulative Effects Analysis</u> : based on a single list of past, present, and reasonably foreseeable actions [natural events and ongoing activities are not "actions" and should be included in baseline information]	[10]	For each alternative, and each resource with direct and indirect effects, determine cumulative effects boundaries, and how past/present/reasonably foreseeable projects contribute to cumulative effects. Document list in the record. <u>Report - Considering Cumulative Effects Under NEPA</u>
Heritage analysis and report: Sec. 106	[20]	Concurrent Work
Botanical analysis and report	[20]	Concurrent Work

Wildlife analysis and report/ BA/BE: ESA	[20]	Concurrent Work
Soils and Hydrology analysis and reports	[20]	Concurrent Work
Other analysis and reports	[20]	Concurrent Work: duplicate line for each needed resource (Visuals, Rec, etc.)
ID Team review and integration.	5	Key IDT Work: Ensure analysis is interdisciplinary; crosscheck specialists' reports for discrepancies and consistency before beginning to write NEPA document. Specialists' reports, per se, are not required by law, but are the preferred method of documenting projected effects to alternatives. See Region 3 paper on <u>Specialist Reports</u> .
Update project record and index.	[1]	Concurrent with process.
Consultation Process	concurrent	Check your forest's/state's relationship with FWS, SHPO, etc.
USFWS, ESA, Sec. 7	[30-145]	Concurrent with much of process; signed BA/BE required before decision. Informal Consultation can begin with the proposed action but usually is initiated at the time a preferred alternative is determined. Formal consultation takes 145 days. Informal usually runs 30 to 60 but there is no required clock. Process can be reduced with early and continuous involvement of USFWS in the process
SHPO, NHPA, Sec. 106	[30]	Concurrent. Tribal Consultation can begin (if surveys are complete) with the proposed action and runs concurrent with the process – it may include letters, phone calls, field visits or trips to tribal offices. Conclusions from consultation are incorporated into the Archaeological Clearance Report. The Report must be complete and sent to SHPO who then has 30 days to respond. Concurrence from SHPO is required prior to decision. Some projects do not require consultation with SHPO but must be completed prior to decision. This is law not policy.
Verify type of NEPA document required (recurrent task) (FSH 1909.15, ch. 17)	 1	RESPONSIBLE OFFICIAL KEY POINT: <u>FSH 1909.15, ch. 11,6 and 17</u> The significance of effects determines if an EIS is needed. If doing an EA, this may be the appropriate point to evaluate effects to see if an EA is still appropriate. If a FONSI cannot be completed, prepare an NOI and proceed with EIS. Team should not debate among themselves as this is responsible official decision.



DEIS document preparation⁹	112 days estimated	<u>FSH1909.15, ch. 20 (EIS):</u> See http://fsweb.r3.fs.fed.us/eap/nepa/templates/index.shtml for EIS templates, including an ADA-compliant EIS template. It only has the basics and is meant to provide a format that you can use on your web-sites; it is not meant to have every detail. Always contact your Forest NEPA Coordinator when you decide on an EIS.
Chapter 1 Purpose and Need	10	Base on PA/PN work done early on; some time may be concurrent. It is very important for Chapter 1 to have good review. Problems with the PA or P&N may have a domino effect throughout rest of document.
Chapter 2 Alternatives	10	Base on the Issues/Alternatives work done earlier and effects analysis done later for summary; some time may be concurrent.
Chapters 3/4 Affected Environment and Effects	60	Dependent upon completion of specialist reports and team integration. Document should be "inter-disciplinary" which takes a good writer to integrate all resource information. Without careful control this can get out of hand and take years. Keep focused on significant issues and scope approved by responsible official.
Other required elements	10	<u>See FSH 1909.15, ch. 22</u>
Selection of Preferred Alternative (if one or more exists for DEIS; one required for FEIS)	 2	RESPONSIBLE OFFICIAL KEY POINT: <u>FSH 1909.15, ch. 16 and 22.3(5)</u>
Internal Team/RO/SO Review of draft document (RO has a <u>formal pre-decisional review process</u>)	10	Make arrangements early in the process for SO/RO review (can take 2 weeks to get on the RO schedule before 2-week review period; SO must approve document before going to RO) – Requirements for SO and RO reviews may be different on each forest. Encourage Forest Supervisor to provide clear direction on when he/she would like to see SO or RO review, and by whom. Internal debates take as much or more time than external debates. Concurrent with process, try to provide all potential players with information
Revise document per review for final DEIS	 10	RESPONSIBLE OFFICIAL KEY POINT OR OTHER STAFF APPROVAL OF DOCUMENT


⁹ Continuous review of products, chapters, etc. is recommended, especially for official Regional Office Review. This prevents surprises that can occur when a "final" document is submitted for review.

Publish/mailling DEIS	32 days estimated	
<p>For EIS published by RO: review by Sandra Roberts is required.</p> <p>Request permission for color in your document.</p>	5-10	<p>Contact RO early in process to set review dates, CD options, etc. It may only take her 5 days to review, but it could take months to get an appointment. Contact her as soon as you have an idea of a tentative date.</p> <p>NOTE: you may contract out formatting of your EIS to save time. Time for RO publishing depends on what you require – formatting only, or full editing and formatting, etc.</p>
<p>Publishing of EIS</p>	15	<p>Depends on size of document, etc.</p>
<p>Mail 5 copies to EPA office (FSH 1909.5, 23.1) for their review. EPA is required by law to review EISs.</p>	7	<p><u>Fed Ex or Mail EIS to EPA office</u>; they publish a Notice of Availability of EIS in <i>Federal Register</i>. [We do not prepare an "NOA" for Fed Reg as it doesn't exist as a document; it's just a list in the <i>Federal Register</i>]</p> <p>This starts comment period clock for DEIS since it is from CEQ regulations (not 215).</p> <p>Check web for current address: http://www.epa.gov/compliance/nepa/submiteis/index.html</p> <p>Do NOT send EIS's to <i>Federal Register</i> office!!</p>
<p>Public mailing. Timing is critical.</p>	[7]	<p>EIS: include mailing required by FSH 1909.15, chapter 60; see for current list: http://www.fs.fed.us/emc/nepa/includes/distlist.pdf</p> <p>Public must receive documents on or before NOA date so they have full time allowed for comment (FSH 1909.5, 23.2)</p>


DEIS Comment Period¹⁰	45 days estimated	
DEIS: 45 days minimum comment period (FSH 1909.15.21.4) DEIS: Write Legal Notice per 215 regs and publish in paper of record.	45	Comment period begins with NOA published by EPA in <i>Federal Register</i> (above). http://www.fs.fed.us/emc/applit/includes/fedreqfinalrule03.pdf See R3 website for Legal Notice Template .
DEIS: Response to Comments on DEIS	45 days estimated	See next page for FEIS creation/overlap time with this task.
Content Analysis of Comments Received on DEIS	15+	*Key IDTeam work: Analysis of comments <i>on the DEIS</i> is different from analysis of scoping comments done earlier in the process to determine issues. <u>CEQ 1503.4(a)</u> : "An agency preparing a final EIS shall assess and consider comments both individually and collectively, and shall respond by one or more of the means listed below, stating its response in the FEIS. ..."
Comment Appendix to FEIS See the 218 for updated requirement	30	A dedicated team of specialists should be responsible for this task; responses to comments (e.g., corrections, additional analysis, etc.) is used to create the FEIS, so do not do this after FEIS is completed as an afterthought. A summary of how you responded is put in an appendix to the FEIS. <u>1503.4(b)</u> : All substantive comments received on the DEIS should be attached to the FEIS... <u>FSH 1909.15, chapter 24.1(1)</u> : Review, analyze, evaluate and <i>respond to substantive comments</i> on the draft EIS. <u>FSH 1909.15, chapter 24.1(3)</u> says at a minimum, include in an appendix of an FEIS copies of <i>all comments</i> from Federal, State, and local agencies and elected officials.
Reworking reports	[20]	Any reports/maps/etc. used in creation of the DEIS should be frozen at DEIS publication for record; if revised for FEIS, the revised version also goes in record.
OGC sufficiency review	[5]	Concurrent throughout process; involve early if controversial project.
Ensure adequate Project Record and Index, SOPA	[5]	Concurrent; must be complete before decision is signed; crucial to answering objections. Contact RO Objections/Litigation shop for latest on format requirements.

¹⁰ Content Analysis, Appendix preparation and FEIS drafting time can be extremely hard to predict due to number of comments possible; huge emails can extend time dramatically so be sure to allow for this if a controversial project.

FEIS Document Preparation/Record of Decision	45 days estimated	
Revising of DEIS to create FEIS When DEIS may be used as the FEIS - RARE	[60]	Concurrent work with comment period and response to comments analysis. In unusual cases with only minor changes, the DEIS may be used as the FEIS, with errata sheet and new cover. See <u>FSH 1909.5, ch. 24.1 [c]</u> for specific requirements for what you send to public versus what you send to EPA as the FEIS. Always coordinate this with Forest NEPA coordinator and Responsible Official.
Selection of Preferred Alternative for FEIS	 3	RESPONSIBLE OFFICIAL KEY POINT: <u>FSH 1909.15, ch. 22.3, 5c.</u>
Write Record of Decision (ROD) Responsible Official signs ROD.	 10	RESPONSIBLE OFFICIAL KEY POINT – NEPA DECISION – <u>FSH 1909.15, ch. 25</u> Some line officers like to write their own, some write only rationale, some like a draft they can adjust, others like to have team leader write. This is opportunity for decision maker to speak directly to public, to outline implementation timing, to recognize controversy, to show rationale for decision.
OGC Sufficiency Review	[5]	Concurrent throughout process if applicable or desirable.
Line review & consult	[2]	Concurrent: Line & RO Coordination (w/ outside entities)
If published by RO, review by Sandra Roberts	5	Should be quick if few changes; appointment should be made well in advance for publishing date.
Printing FEIS/ROD	15	If few changes to FEIS, may take less time than DEIS.
Send 5 copies to EPA office (see above for DEIS) (FSH 1909.5, 23.1)	10	<u>Fed Ex/Mail FEIS to EPA office</u> ; they publish a Notice of Availability of FEIS in <i>Federal Register</i> . Check web for current address: http://www.epa.gov/compliance/nepa/submiteis/index.html Do NOT send EIS's to <i>Federal Register</i> office!!



EA: 30-day comment period on proposed action¹¹	45 days estimated	The 215 Appeal regulations have been replaced with the 218 Objection process to comply with changes in law. The objection process requires public review of an environmental assessment and draft decision notice/FONSI. A 30-day comment period of a "preliminary" environmental assessment is also required.
Write <u>legal notice</u> for 30-day comment period on Proposed Action and publish in paper of record.	5	Per 36 CFR 218, the Legal Notice starts 30-day comment period.
Comment Period	30	This may not be extended; however, you may have second 30-day comment period if responsible official decides it is in the best interest of the project. Follow instructions above.
Consider Comments on Proposed Action	 10	KEY RESPONSIBLE OFFICIAL POINT <i>Consider</i> all comments received <i>during</i> the comment period; recent litigation changed regulations. There is no longer a requirement for an appendix, but your record still must document how these comments were <i>considered</i> . <i>Usually comments are used to finalize the EA.</i>
Ensure adequate Project Record and Index	[20]	Concurrent work throughout process; must be complete before decision is signed; crucial to answering objections.

¹¹ Remember it is the 218 regs that require the 30-day comment period for an EA, not the CEQ regs (as for an EIS).

EA document preparation ¹²	110 days estimated	FSH 1909.15, ch. 40 (EA): See R3 Web for EA Template , including an ADA-compliant EA template for web publication of EA . If not put on web-site, this format is not required.
Chapter 1 Purpose and Need/Proposed Action	10	Based on PA/PN work done early on; some time may be concurrent.
Chapter 2 Alternatives	10	Based on Issues/Alternatives work done earlier and ch. 3 effects later; some time may be concurrent.
Chapter 3 Effects	60 ¹³	*Key IDTeam work: Dependent upon completion of specialist reports and team integration. Specialists should review each others' reports to ensure consistency of findings before EA is written.
Other required elements	10	See FSH 1909.15, ch. 40 If a virtually final EA was sent for comment, less work will be needed here; sometimes the version sent for comment may suffice as final, but how you considered comments would need to be in record and may need to be attached to DN/FONSI.
Internal Team/RO/SO Review of draft document. RO review process:	10	Make arrangements early in the process for SO/RO review (can take 2 weeks) – Requirements for SO and RO review may be different on each forest. RO review requires SO review and approval before sending in. Encourage Forest Supervisor to provide clear direction on when he/she would like to see SO or RO review, and by whom. Internal debates take as much or more time then external debates. Concurrent with process try to provide all potential players with information http://fsweb.r3.fs.fed.us/eap/nepa/advice/
Revise document per SO/RO review	 10	RESPONSIBLE OFFICIAL KEY POINT OR OTHER STAFF APPROVAL OF DOCUMENT

¹² Continuous review of products, chapters, etc., is recommended, especially for Regional Office. This prevents surprises that can occur when a "final" document is submitted for review.

¹³ This will depend on how complete a document you sent out for comment; more then or more now.

EA: DN/FONSI Preparation <u>FSH1909.15, 43</u>	30 days estimated	
Select Alternative for Decision	 2	RESPONSIBLE OFFICIAL KEY POINT: <u>FSH 1909.15, ch. 43.2</u> The Responsible Official makes the decision, but may ask for team briefing of project and effects to aid in decision making.
Write Decision Notice (DN) and Finding of No Significant Impact (FONSI). (FSH 1909.15, 43)	 5	RESPONSIBLE OFFICIAL KEY POINT – NEPA DECISION Some line officers write their own, some like a draft they can adjust, while others like to have team leader write. This is opportunity for decision maker to speak directly to public, to outline implementation timing, to recognize controversy, to show <u>rationale</u> for decision. http://www.fs.fed.us/emc/nepa/nepa_templates/nepatemplates.htm
Line review & consult	2	Line & RO Coordination (with outside entities)
If published by RO, review by Sandra Roberts (usually for very large projects)	5	If EA was published by RO, it's likely that the DN/FONSI will be too. Make arrangements.
Printing DN/FONSI locally (small projects)	10	Depends on quantity and if done locally.
Write <u>Legal Notice</u> of decision; publish in newspaper of record (36 CFR 215.7(a))	1	This Legal Notice starts 45-day objection period, if there is one. If no comments, or only positive comments, were received during 30-day comment period, there is no objection period; otherwise there is one. This should be documented in the Legal Notice.
Mail DN/FONSI to agencies, organizations, and persons interested in or affected by the PA. (FSH 1909.15, 44)	5	To adjusted mailing list (may decide to mail to those who commented, not all on original list). <u>FSH 1909.15, 44</u> has more distribution requirements. Remember this is an on-going process.

Objection Period for FEIS and EA	110 days estimated	36 CFR 218	
Refer to 36 CFR 218 for details	0-30		

Categorical Exclusion Process	Days vary widely ¹⁴	<u>FSH 1909.15, ch. 30 (CE) Forest Service procedures and categories</u>	
CE's are NEPA, too! Except for the actual preparation of a document (EA/EIS), the analyses required are the same as for an EA or EIS. The scope of the proposal will determine <i>depth of analysis</i> , which is usually <i>much narrower</i> than EA/EIS.		The CEQ regulations instructed agencies to create lists of categories of actions which do not individually or cumulatively have a significant effect on the human environment and for which an EA or EIS is not required. Agencies shall provide for extraordinary circumstances in which a normally excluded action may have a significant effect. That means you cannot automatically do CE without consideration of effects.	
Projects must fit in a category. You can't make up categories just because there are no significant effects.	1	1. Does the proposed action fit within the scope of a category listed in chapter 31? If yes, go to #2 below; if no, go to either an EA or EIS.	
Projects may not have "extraordinary circumstances."	varies*	2. Are there any effects to resource conditions that would preclude a CE? i.e., an extraordinary circumstance? Estimate effects to the resources listed in FSH 1909.15, ch. 30.4. It is the EFFECT on the resources that determines if it is an extraordinary circumstance. If the EFFECT is not significant, continue with CE. If you are unsure about the significance of effects, do an EA. If the effects will be, or may be, significant, do an EIS. If the proposal can be changed or mitigated so effects are not significant, continue with the CE. Therefore it is important to include mitigation, design, in CE description.	
The <u>FSH 1909.15, ch. 11</u> requires scoping on all proposed actions including CE's. Scoping is commensurate with scope of project.	varies*	Scoping (especially internal) may help determine if extraordinary circumstances are present and if they can be mitigated.	
Conduct effects analysis and project record as required	varies	Effects analysis on all affected resources (not just extraordinary circumstances) is required for CE's. BA/E, SHPO clearance, etc. is required just as for an EA or EIS. Follow any instructions above for EA's and EIS's relating to consultation, etc.	

¹⁴ *The number of days to do effects analysis for a CE ranges from a few days for a simple permit, to hundreds, if the CE is "almost" an EA. The PALS shows a range of 20-1200+. The 2006/2007 PALS average for a CE is about 190 calendar days.

Is the CE subject to 218	NOTE	No. At the same time, best practices encourage good scoping and even comment opportunities if applicable to the scope of the project.
Write DM as appropriate. Notify public of decision.	varies	Document the decision in a Decision Memo, if required (FSH 1909.15, ch. 31.2). The DM should document the category and the fact that there are no significant effects (individual or cumulative) that would require the preparation of an EA or EIS. If DM not required, it's always a good idea to put a letter in the file about the decision along with any analysis, consultation, etc.
AVERAGE TIME FOR AVERAGE CE ACCORDING TO 2006/2007 PALS DATA	190 calendar days	Use the EA days as a start for timeline and adjust accordingly. Huge variation between "mowing the lawn" and "fuels reduction projects."

Appendix 1: Estimated "Person Work Days" for NEPA Document Completion		
Process Steps	EIS estimated work days ¹⁵	EA estimated work days
Project NEPA identification and team selection, PIL	18	18
Proposed Action/Purpose and Need	15	15
Public Involvement Plan and Scoping	54	54
Write/mail NOI	10	--
Issues	17	17
Alternatives	25	25
Effects Timeline Determination	3	3
<i>Affected Environment & Effects (specialists reports)¹⁶</i>	<i>40+</i>	<i>40+</i>
NEPA documentation determination	1	1
<i>DEIS write and publish/ EA publish (here or after comments)</i>	<i>144+</i>	<i>110+</i>
DEIS/EA comment period	45+	30
DEIS response to comments analysis & appendix	45	--
EA comment consideration	--	10
FEIS/ROD write; EA DN/FONSI write	45	30
TOTAL WORK DAYS TO REACH DECISION	462 / 5 days = 92 weeks	353 / 5 days = 71 weeks
Add Objection Period and Objection Resolution Period	+110 calendar days	+110 calendar days

¹⁵ The number of days is a **very rough averaged estimate**; days listed may represent time needed to complete a task, but there may be huge gaps in time *between* tasks that could expand the total timeline radically. Conversely, there may be more work completed concurrently which may reduce time needed. A complicated EA may take longer than a simple EIS and a complicated CE could take as long as a simple EA. None of the [concurrent] days are included, but may in fact represent more days. Management of the process is key to preventing process predicament. [FY 2006-2007 PALS data for EA times ranged from 146 to 1164 days with average of 530 days; EIS average was 715 days]

¹⁶ These two *purple italicized* sections will probably represent the largest amounts of time, and are the hardest to estimate.

Appendix 2: Work Days and Task Assignments ¹⁷

Process Steps	Estimated work days	Person(s) Assigned
Project NEPA identification and team selection, PIL	18	
Write PIL	5	
Develop Timeline	3	
Set up records, files, GIS,	5	
Develop initial mail list	5	
Proposed Action/Purpose and Need	15	
Develop detailed PA/PN	10	
Check Forest Plan consistency, amendments, etc.	2	
Determine NEPA doc type, Line approves	2	
Add to PALS	1	
Public Involvement Plan and Scoping	53	
Develop Public Involvement Plan	5	
Line approves	1	
Cooperating agency determination, MOU, etc.	5	
EIS mandatory mailings	1	
Prepare Scoping products (letters, etc.), mail the NOI if EIS, concurrent with products	11	
Scoping period	30+	

¹⁷ A “gant” chart or timeline is useful for larger projects to display overlapping assignments over time.

Issues Identification	17	
Analyze scoping comments, identify issues	10	
Line approves	1	
Prepare scoping/issue summary and mail if needed	6	
Alternatives to Proposed Action	25	
Develop alternatives based on issues	15	
Line approves range	2	
Write details of all alternatives; team agrees	5	
Forest plan consistency, amendments, etc.	3	
Effects Timeline Determination	3	
Develop effects analysis timeline	2	
Line approves	1	
Affected Environment & Effects (specialists reports)	40+	
Baseline data determination	5	
Specialists reports	30	
IDTeam review and integration of conclusion	5	
<i>[field work and consultation concurrent throughout process]</i>	xxx	
Final NEPA documentation determination	1	
Categorical Exclusion documentation		
Decision Memo, public notification, mailings, etc. as applicable; all depends on scope of CE, from almost nothing to almost an EA.	5+	

DEIS/EA preparation [EA may be here or later]	112	
Chapter 1, PA/PN	10	
Chapter 2 Alternatives	10	
Chapter 3/ 4 Affected Env. And Effects	60	
Other requirements	10	
Line approves preferred alternative	2	
Internal/RO/etc. review and revision	20	
Document printing and mailing	31	
Arrange with RO for printing if applicable	5	
Print	15	
Mail	5	
Write/publish 215 legal notice	1	
DEIS/EA comment period Concurrent work on any known changes to document and ensuring project record is up to date.	30 EA 45+ EIS	
FEIS/ROD preparation	84	
Responsible official selects alternative	3	
DEIS response to comments analysis & create appendix and FEIS creation from DEIS	45	
Write ROD	5	
Document review, printing, etc., as for FEIS	30	
Write Legal Notice	1	

EA: DRAFT DN/FONSI Line selects alternative Write DN/FONSI	30 1 5	
PROJECT RECORD MUST BE COMPLETE AND ORGANIZED BEFORE THE OBJECTION PERIOD BEGINS.		
Add Objection Period and Objection Resolution Period	+110 calendar days	
If called for after objection, modify analysis and decieion	Variable	

###



City of Santa Fe Summary of Contracts, Agreements, & Amendments

Section to be completed by department for each contract or contract amendment

1 FOR: ORIGINAL CONTRACT or CONTRACT AMENDMENT

2 Name of Contractor United States Department of Agriculture, Forest Service Santa Fe National Forest

3 Complete information requested Plus GRT
 Inclusive of GRT

Original Contract Amount: \$523,384.32

Termination Date: June 15, 2021

Approved by Council Date: _____

or by City Manager Date: _____

Contract is for: The agreement is to implement planning, education, and outreach projects in the Santa Fe Fire Shed area.

Amendment # _____ to the Original Contract# _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

Approved by Council _____

or by City Manager Date: _____

Amendment is for:

4 History of Contract & Amendments: (option: attach spreadsheet if multiple amendments) Plus GRT
 Inclusive of GRT

Amount \$ _____ of original Contract# _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ _____



**City of Santa Fe
Summary of Contracts, Agreements, & Amendments**

5 **Procurement Method of Original Contract:** (complete one of the lines)

RFP# _____ Date: _____

RFQ _____ Date: _____

Sole Source _____ Date: _____

Other _____

6 **Procurement History:** _____
example: (First year of 4 year contract)

Purchasing Officer Review

Comments or Exceptions: _____

7 **Funding Source:** USDA, Forest Service Santa Fe National F **BU/Line Item:** 22237.000000

Budget Officer Approval

Comments or Exceptions: BAR attached

8 **Any out-of-the ordinary or unusual issues or concerns:** _____
none
(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** Porfirio Chavarria

Phone # 505.955.3119

10 **Certificate of Insurance attached.** (if original Contract)

Submit to City Attorney for review/signature
Forward to Finance Director for review/signature
Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).

To be recorded by City Clerk:

Contract # _____

Date of contract Executed (i.e., signed by all parties): _____

Note: If further information needs to be included, attach a separate memo.

Comments:

ACTION SHEET
ITEM FROM QUALITY OF LIFE COMMITTEE MEETING OF 06/02/2021
FOR CITY COUNCIL MEETING OF 06/09/2021

ISSUE:

CONSIDERATION OF RESOLUTION NO. 2021-___. (Councilor Cassutt)
 A Resolution Notifying the County Clerk of the County of Santa Fe That the Regular Local Election to be Held on November 2, 2021, Shall Include Elections for One City Councilor From Each Council District and the Mayor for the City of Santa Fe. (Kristine Bustos - Mihelcic, City Clerk: kmmihelcic@santafenm.gov, 955-6846)

Committee Review:

Quality of Life Committee: 06/02/21

Public Works and Utilities Committee: 06/07/2021

Governing Body: 06/09/21

QUALITY OF LIFE COMMITTEE ACTION: Approved on consent

SPECIAL CONDITIONS OR AMENDMENTS:

SEND TO:

Public Works and Utilities Committee; Governing Body

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



City of Santa Fe New Mexico

Memorandum



Date: May 28, 2021

To: Finance Committee, Quality of Life Committee, and Governing Body

From: Kristine Mihelcic, Director of Community Engagement / City Clerk *KM*
KM

RE: Regular Local Election Resolution

EXECUTIVE SUMMARY:

The proposed resolution functions to notify the Santa Fe County Clerk of all City positions that are to be filled at the next regular local election, one City Councilor from each Council District and the Mayor for the City of Santa Fe for the election to be held on November 2, 2021. Under the local election act, the County Clerk must inform the secretary of state of all positions to be filled no later than one hundred twelve days before the regular local election.

BACKGROUND:

The City Code requires that “an election resolution shall be adopted by the governing body no earlier than one hundred fifty (150) days and no later than one hundred twenty (120) days prior to the date of the regular municipal election.” SFCC, sec. 9-1.6(A). Additionally, the election resolution “shall include a list of the positions that are to be filled at the election and serve as the election proclamation referred to in [Section 4.03\(C\)](#) of the Santa Fe Municipal Charter.” Notification of the election resolution shall be delivered to the county clerk pursuant to NMSA 1978, Section 1-22-4(A). The proposed resolution satisfies the local election act’s notification requirement and the City Code’s direction to communicate this information via resolution.

ACTION REQUESTED:

Approval of the election resolution.

ATTACHMENTS:

Resolution
Fiscal Impact Report

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CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-__

INTRODUCED BY:

Councilor Cassutt

A RESOLUTION

NOTIFYING THE COUNTY CLERK OF THE COUNTY OF SANTA FE THAT THE REGULAR LOCAL ELECTION TO BE HELD ON NOVEMBER 2, 2021, SHALL INCLUDE ELECTIONS FOR ONE CITY COUNCILOR FROM EACH COUNCIL DISTRICT AND THE MAYOR FOR THE CITY OF SANTA FE.

WHEREAS, pursuant to SFCC 9-1.6 (A), an election resolution shall be adopted by the governing body no earlier than one hundred fifty (150) days and no later than one hundred twenty (120) days prior to the date of the regular municipal election. The election resolution shall include a list of the positions that are to be filled at the election and serve as the election proclamation referred to in Section 4.03(C) of the Santa Fe Municipal Charter. Notification of the election resolution shall be delivered to the county clerk pursuant to NMSA 1978, Section 1-22-4(A).

NOW, THEREFOR, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Section 1. PURPOSE AND DATE OF ELECTION. A regular local election shall be held on Tuesday, November 2, 2021 for the purpose of electing the following officials:

- 1 A. The Mayor of the City of Santa Fe to a four-year term;
- 2 B. One City Councilor from District 1 to a four-year term;
- 3 C. One City Councilor from District 2 to a four-year term;
- 4 D. One City Councilor from District 3 to a four-year term; and
- 5 E. One City Councilor from District 4 to a four-year term.

6 **Section 2. CLOSING OF REGISTRATION BOOKS.** Only qualified electors of the
7 City of Santa Fe may vote in the regular local election. Pursuant to NMSA 1978, Section 1-4-8, a
8 qualified elector is any person whose affidavit of voter registration has been filed by the Santa Fe
9 County Clerk on or before the twenty-eighth (28th) day prior to the election, who is registered to vote
10 in a general election precinct established by the Santa Fe Board of County Commissioners that is wholly
11 or partly within the City of Santa Fe boundaries, and who is a resident of the City of Santa Fe.
12 Registration books for this election will be closed at 5:00 p.m. on October 5, 2021.

13 **Section 3. NOMINATING PETITIONS.** Candidates must file a Nominating Petition
14 containing the required number of valid names, addresses, and signatures as follows:

15 A. City Councilor – Signatures of at least one-half of one percent of the registered voters
16 of the district, which the candidate seeks to represent, pursuant to NMSA 1978, Section 1-22-10 and
17 Article 4.03(B) of the Santa Fe Municipal Charter.

18 B. Mayor – Signatures of at least one-half of one percent of the registered voters of the
19 City of Santa Fe, pursuant to NMSA 1978, Section 1-22-10 and Article 4.03(A) of the Santa Fe
20 Municipal Charter.

21 **Section 4. DECLARATIONS OF CANDIDACY.** Pursuant to NMSA 1978, Section 1-
22 22-3.2(D) (2), and SFCC 9-3.8(C), Declarations of Candidacy for a person who is applying for public
23 financing shall be filed at the office of the City Clerk, Room 215, City Hall, 200 Lincoln Avenue,
24 between the hours of 8:00 a.m. and 5:00 p.m. by Wednesday, July 19, 2021. Pursuant to SFCC 1987 9-
25 1.6(C), Declarations of Candidacy for a person not applying for public financing or who has failed to

1 be approved for public financing but who otherwise qualifies to be a candidate and is seeking to be
2 listed on the ballot shall be filed at the office of the County Clerk, between the hours of 9:00 a.m. and
3 5:00 p.m. on Tuesday, August 24, 2021. Pursuant to SFCC 1987 9-1.6(C) Declarations of Candidacy
4 for a person seeking to be a write-in candidate shall be filed at the office of County Clerk, between the
5 hours of 9:00 a.m. and 5:00 p.m. on Tuesday, August 31, 2021.

6 **Section 5. RANKED CHOICE VOTING.** Pursuant to Ordinance No. 2017-26, ranked
7 choice voting will be used for electing candidates for municipal office.

8 **Section 6. NOTICE TO COUNTY CLERK.** This Resolution serves as notice to the
9 Santa Fe County Clerk pursuant to NMSA 1978, Section 1-22-4(A).

10 PASSED, APPROVED, and ADOPTED this ___ day of _____, 2021.

11
12
13 _____
14 ALAN WEBBER, MAYOR

15 ATTEST:

16
17 _____
18 KRISTINE MIHELICIC, CITY CLERK

19 APPROVED AS TO FORM:

20 
21 _____
22 ERIN K. McSHERRY, CITY ATTORNEY
23
24
25

Legislation/2021/Resolutions/Regular Local Election

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): Regular Local Election

Sponsor(s): Councilor Jamie Cassutt

Reviewing Department(s): Community Engagement

Staff Completing FIR: Kristine Mihelcic Date: 5-27-2021 Phone: 955-6846

Reviewed by City Attorney: *Marcos Martinez* Date: May 28, 2021
[Marcos Martinez \(May 28, 2021 10:21 MDT\)](#)

Reviewed by Finance Director: *Alexis Lotero* Date: May 28, 2021
[Alexis Lotero \(May 28, 2021 10:27 MDT\)](#)

Summary:

The Resolution calls for notifying the Santa Fe County Clerk of the positions to be elected (a single City Councilor from each Council District and the Mayor for the City of Santa Fe) for the regular local election to be held on November 2, 2021.

Departments Affected:

Community Engagement / City Clerk

Consequences of Not Enacting Legislation:

The notification of the positions to be filled would not be provided to the County Clerk through the Election Resolution. It would also violate section SFCC 9-1.6 (A).

Conflict, Duplication, Companionship, or Relationship to Other Legislation:

This Resolution is required by section SFCC 9-1.6 (A).

Performance and Administrative Implications:

The City Clerk, as part of regular duties, oversees the application for, and distribution of, public financing for qualifying candidates as well as qualifying contributions submitted by candidates for all positions. The direct administration of the election is overseen by the Santa Fe County Clerk.

Fiscal Implications:

None associated.

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
<u>Personnel and</u>	\$ _____	\$ _____	\$ _____	_____	_____	_____	
<u>Benefits*</u>							
<u>Capital Outlay</u>	\$ _____	\$ _____	\$ _____	_____	_____	_____	
<u>Contractual/</u>	\$ _____	\$ _____	\$ _____		_____	_____	
<u>Professional Services</u>							
<u>Operating</u>	\$ _____	\$ _____	\$ _____		_____	_____	\$ _____
<u>Total:</u>	\$ _____	\$ _____	\$ _____				\$ _____

* 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: 
Kristine Mihelcic (May 28, 2021 10:19 MDT)

Email: kmmihelcic@santafenm.gov




City of Santa Fe, New Mexico


Memorandum



DATE: May 28, 2021

TO: Governing Body
Finance Committee
Public Utilities/Public Works

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

FROM: Nancy L. Jimenez, Utility Billing Division Director 

ITEM AND ISSUE:

Request for the Approval of RFP #21/32/P the Total Amount of \$1,140,308 for utility bill prints, postage and insert information, for 4 years; Valli Information Systems Inc., DBA Postal Pros Southwest; (Nancy L Jimenez, Utility Billing Division Director, nljimenez@santafenm.gov, 505-955-4364)

BACKGROUND AND SUMMARY:

Postal Pros has been working with the City of Santa Fe for over 4 years, they are our current bill print company for our monthly utility bills along with any inserts and postage used for the monthly utility bills. Postal Pros' overall score, costs and local preference was clearly the front runner in the RFP process.

Postal Pros works with Utility Billing on a daily bases, they have and will continue to make themselves available should we need assistance at any time. With Postal Pros' history with the City's current billing system and they have experience with our soon to be finalized upgraded utility billing system, they will be an asset to the Utility Billing functions. They also currently interact with our Paymentus payment processes that will also continue in the upgraded billing system.

The estimated costs per year for this 4 year contract is \$277,760 plus nmgrt of 8.4375% per year (\$7,320) for a total of \$285,080.

PROCUREMENT METHOD:

RFP #21/32/P, which will expire on June 30, 2025.

CONTRACT NUMBER:

The FY22 Munis contract number is 3202758.

FUNDING SOURCE:

Fund Name/Number: Utilities Admin Fund/511
Munis Org Name/Number: Utility Billing Admin/5110531
Munis Object Name/Number: Service Contracts/510310

ACTION REQUESTED:

Public Utility Billing Division respectfully requests your review and approval for RFP# 21/32/P to Valli Information Systems Inc., DBA Postal Pros Southwest.

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 **Valli Information Systems Inc. DBA Postal Pros Southwest** 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 provide the following services for the City:
- 1) Contractor shall be responsible for the weekly printing and mailing of the City of Santa Fe utility bills and 15 day notices for water, sewer and refuse services for residents and businesses on a four (4) cycle per month and final bills are done weekly. In addition to the monthly invoices, the Contractor must be able to print and deliver an annual water report and other such reports on an as needed basis. The City of Santa Fe utilizes a third party Contractor (Paymentus) for customers to access a PDF of their bills
 - 2) The average monthly total of bills to be printed and mailed and/or email out is approximately 40,000. Billing data files will be submitted weekly.
 - 3) Contractor will receive and accept input data files in at least one of the following formats, .xml, .txt, .pcl, .afp, .pdf. The files will be sent to the Contractor's secure ftp site. Files received from the City are to be processed through a custom program to format into two print ready files; a statement file and a reminder/delinquent letter file. Statement files are also flagged for select inserts as required by the City. When files are processed they are encoded to use specific forms with multiple fonts, based on criteria in the data. Acceptable files should be flat files and pdf files for printing. Once files have been submitted by the City, the Contractor should have samples of bills for City to review and approve prior to printing.
 - 4) Contractor must assure City of Santa Fe of confidentiality in the handling of customer information. Discarded billings must be shredded in a cross-cut or confetti manner and properly disposed of in a private dumpster or

refuse receptacle. Under no circumstances shall customer data be discarded in an un-shredded condition or discarded in a public dumpster or refuse receptacle. Contractor must be SSAE 16 certified.

- 5) The Contractor will provide a means for secure data transmission to and from City of Santa Fe and a method to confirm receipt of any or all data transmissions.
- 6) The Contractor will have the staffing and resources necessary to print, fold, insert, sort and mail the bills generated each day by the following business day.
- 7) The Contractor will employ electronic pre-sorting in order to attain postal discounts and provide for the mailing of City of Santa Fe utility bills, 15 day notices and special mailings (annual water report and inserts) at the lowest rates possible. Each statement is bar-coded prior to printing with each address CASS and PAVE certified to USPS requirements. Additionally, Delivery Point Validation (DPV) is incorporated into the process to validate that the provided address information is a physical address served by the Postal Service.
- 8) The Contractor will mail multiple bills with the same mailing address in one package, incorporating the IMB (Intelligent Mail Barcode) and Full Service Submission.
- 9) The Contractor will at all times, maintain an adequate workforce and an adequate supply of paper, forms, envelopes, etc. to enable the execution of the work on this contract without delay due to lack of manpower, supplies or materials. Inability to perform the services required due to a lack of manpower, supplies or materials may result in termination of the Contract.
- 10) The Contractor will be capable of printing full-color graphics and charts and variable usage graphs in order to make the City of Santa Fe statements eye-appealing, easy to understand, informative and fully functional. Statement redesign services should be offered as part of the onboarding efforts.
- 11) The Contractor will deliver statements via eMail for those consumers who have established on-line accounts with City of Santa Fe.
- 12) The Contractor will accommodate business rules for pulled statements and review and release processes prior to print and mail.
- 13) The Contractor will procure and warehouse any and all paper, forms, envelopes or other supplies and materials that shall be used in the execution of this contract. City of Santa Fe shall not be invoiced for nor

pay any reimbursement costs for paper, forms, envelopes or other supplies and materials used by the Selected Service Provider to provide the services required.

- 14) For mailing purposes, the Contractor will provide and make use of preprinted number ten (#10) window envelopes with interior tinting or printing for visual security. In addition, the Contractor shall enclose in each bill one (1) number nine (#9) envelope with interior security tinting or printing as a convenience to the residents and businesses for the return of payments and up to five inserts. Multiple page statements are collated then folded and machine inserted into the window envelope. Inserts are very often selectable. The City indicates which statements are to receive selected inserts.
- 15) The Contractor will exclude the return envelope in the mailings to customers who usually pay via bank draft, on line, or in person.
- 16) The Contractor will provide all prices in per-unit fees that shall be all-inclusive and cover the costs of any and all services rendered by the Contractor, with the exception of the cost of postage. The per-unit fee applicable to each bill or each insert printed must include the total cost associated with providing the service to City of Santa Fe. These costs shall include, but not be limited to, any and all costs associated with staffing, software, hardware, printing equipment, printing supplies, mailing materials, etc. necessary to perform the services stipulated. The per-unit price must be all-inclusive and there shall be no additional charges for jammed / wasted / obsolete materials or any other form of overhead associated with this Contract.
- 17) The Contractor will provide, at no additional cost pdf proofs of each document prior to the first mailing run and for the next two subsequent runs so City of Santa Fe may view and approve samples of the Contractor's proposed billings before the actual utility bills are printed and mailed to the residents and businesses. After 3 processing runs without issue, the Contractor will have a fully automated processing solution that does not require any interruption prior to mailing.
- 18) The Contractor will have a disaster recovery plan which includes backup power, offsite data centers, redundancy of equipment and a formal disaster recovery agreement or site.
- 19) The City of Santa Fe will be provided the ability to view the images online of exactly what has been mailed to each customer. This service should include the ability to download or reprint a statement. Images should be made available to City of Santa Fe for a minimum of one (1) year from the date the item was printed.

- 20) The Contractor will offer a return mail service to assist with the handling of return mail. This service should include detailed reporting which is available on demand through an online portal.
- 21) The Contractor will be able to print full color duplexed statements.
- 22) The Contractor will print inline advertisements or inserts to accompany statements when requested to do so at no additional cost to City of Santa Fe.
- 23) The Contractor will provide production and IMB mail tracking capability to City of Santa Fe. These services will be available through an online portal with twenty-four (24) hour and seven (7) day a week access.
- 24) The Contractor will have page level tracking in the production environment with a closed loop quality system. This system must identify suspect mail pieces and out sort any document that is not successfully scanned at insert. Any suspect documents should be automatically reprinted and require no human intervention. A mail run data file should be employed to provide the job instructions to production equipment.
- 25) Statement form is imaged as the variable information is laser printed on perforated paper with a preprinted back. Delinquent accounts are imprinted with "Past Due" and final and reminder notices are printed letter style on 60# white paper.
- 26) The Contractor will "Pull bills" as needed based upon criteria specified by City and special handling statements (select statements that are combined and hand collated) are processed and mailed as directed by the City.
- 27) Postage is billed after each cycle. The City of Santa Fe is not required to prepay postage.
- 28) Utility statements will be available electronically through a secure Web based portal, allowing City customer service access as well as optional electronic delivery of utility statements in lieu of a printed and mailed utility statement.
- 29) Statements may be viewed, downloaded, saved, e-mailed and/or printed. Automated e-mail notification of statement availability should be included as well as an 18 month online statement history.
- 30) Statement Archiving – On a billing cycle to cycle basis, the City's utility statements are archived to pdf for reference by the customer service department. Archiving includes: Statements are imaged "as printed and

mailed”, including corrections to addresses due to postal optimization processing, in order to exactly represent statement received by the City’s utility customers.

- 31) Search indexes include Name, Account Number, Service Number, Service Address and Billing Date. Compound and relational searches across all indexes should be available as well as full text search capability across the entire database. Search retrieval speed should not exceed two seconds.
- 32) Customization and Programming as required.
- 33) Reformatting of data file to correspond to customized layout.
- 34) Logical processing on data as required by City.
- 35) Incorporating 15 day notices and annual water report into the statement runs.
- 36) Additional Services – Contractor provides print broker services to obtain best pricing for preprinted envelopes, billing forms and other printed material as requested.
- 37) Additionally, Contractor warehouses, provides inventory services and insures City’s warehoused stock.

2. Compensation.

A. The total amount payable to the Contractor under this Agreement, excluding gross receipts tax, shall not exceed one million one hundred and eleven thousand and forty dollars (\$1,111,040) plus nmgrt, for the term of this Agreement, as described in Exhibit “A”, attached hereto.

1) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work in the amount of two hundred seventy- seven thousand seven hundred sixty dollars (\$277,760) plus nmgrt in (FY2022). The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling seven thousand three hundred and twenty dollars and thirty eight cents (\$7,320.38) 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 in the amount two hundred seventy-seven thousand seven hundred sixty dollars (\$277,760) plus nmgrt in (FY2023). The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling seven thousand three hundred and twenty dollars and thirty eight cents (\$7,320.38) 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 in the amount of two hundred

seventy- seven thousand seven hundred sixty dollars (\$277,760) plus nmgrt in (FY2024) The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling seven thousand three hundred and twenty dollars and thirty eight cents (\$7,320.38) 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 in the amount of two hundred fifty seven thousand seven hundred sixty dollars (\$277,760) plus nmgrt in (FY2025). The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling seven thousand three hundred and twenty dollars and thirty eight cents (\$7,320.38) 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 **6/30/25** 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 as 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:
Public Utilities Department
801 W. San Mateo
Santa Fe, NM 87505

To the Contractor:
Valli Information Systems Inc.
DBA Postal Pros Southwest
4100 Hawkins St. NE Ste. B
Albuquerque, NM 87109

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:

Valli Information Systems Inc.
DBA Postal Pros Southwest

ALAN WEBBER, MAYOR



NAME

DATE: _____

COO

TITLE

DATE: 5/27/21
CRS# 02966947002
Registration # _____

ATTEST:

KRISTINE BUSTOS MIHELIC, CITY CLERK

CITY ATTORNEY'S OFFICE



Marcos Martinez (May 26, 2021 15:42 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY, FINANCE DIRECTOR

5110351.510310, 5110351.561000, 5050381.510310, 5050382.510310
Org. Name/Org#.

APPENDIX C
COST RESPONSE FORM
RFP# 21/32/P

Description	Type	Quantity	Cost per Item
Paper costs	Full Color, Duplex, 8.5 x 11	480,000	\$0.07319
Envelope costs	#10 Outgoing & #9 Return	480,000	\$0.03247
Postage costs	First-Class Presort	480,000	\$0.398
Administrative costs	Inserting & Delivery to PO	480,000	\$0.0333
Special Mailing and Inserts costs	Quoted Per Job/Per Specification		
Additional Services costs	eBills		\$0.15

All amounts provided must include all labor, materials and profit to provide the services described in Section IV.A, (as amended by any current RFP amendments for the period specified).

Option Year 1: (July 1, 2021 - June 30, 2022 Price: \$257,760

Option Year 2: (July 1, 2022 - June 30, 2023 Price: \$257,760

Option Year 3: (July 1, 2023 - June 30, 2023 Price: \$257,760

Option Year 4: (July 1, 2023 - June 30, 2024 Price: \$257,760



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3202758

Contractor: Valli dba Postal Pros Southwest

Description: RFP 21/32/P Printing and Mailing Service for Utility Bills and Public Utilities Dept

Contract Agreement Lease / Rent Amendment

Term Start Date: 7/1/21 Term End Date: 6/30/25

Approved by Council Date: pending

Contract / Lease: Contract \$1,140,308 inclusive of grt

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: RFP 21/32/P

Purchasing Officer Review: _____ Date: _____

Comment & Exceptions: _____

4. Funding Source: Water & UCS Enterprise Fund Org / Object: 5110351; 5050382; 5050

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: _____

<i>INSURING AGREEMENTS</i>	<i>LIMITS</i>	<i>DEDUCTIBLE</i>	<i>RETROACTIVE DATE</i>
<input checked="" type="checkbox"/> Professional Services Error	\$3,000,000 Each Claim \$3,000,000 Aggregate	\$10,000	09/24/2018
<input checked="" type="checkbox"/> Technology Services Error	\$3,000,000 Each Claim \$3,000,000 Aggregate	\$10,000	09/24/2018
<input checked="" type="checkbox"/> Media Activities Error	\$3,000,000 Each Claim \$3,000,000 Aggregate	\$10,000	09/24/2018
<input checked="" type="checkbox"/> Network Security & Privacy Error	\$3,000,000 Each Claim \$3,000,000 Aggregate	\$10,000	09/24/2018
<input checked="" type="checkbox"/> Regulatory Matter	\$3,000,000 Each Claim \$3,000,000 Aggregate	\$10,000	09/24/2018
<input checked="" type="checkbox"/> Privacy Breach	\$3,000,000 Each Claim \$3,000,000 Aggregate	\$10,000	N/A
<input checked="" type="checkbox"/> Data Assets Corruption	\$3,000,000 Each Claim \$3,000,000 Aggregate	\$10,000	N/A
<input checked="" type="checkbox"/> Cyber Extortion Threat	\$3,000,000 Each Claim \$3,000,000 Aggregate	\$10,000	N/A
<i>ADDITIONAL COVERAGES</i>	<i>LIMITS</i>	<i>DEDUCTIBLE</i>	<i>WAITING PERIOD</i>
<input checked="" type="checkbox"/> Electronic Business Interruption	\$3,000,000 Each Claim \$3,000,000 Aggregate	N/A	12 hours
<input checked="" type="checkbox"/> Network Outage	\$100,000 Each Claim \$100,000 Aggregate	N/A	12 hours
<input checked="" type="checkbox"/> Service Provider Business Interruption	\$1,000,000 Each Claim \$1,000,000 Aggregate	N/A	12 hours
<input checked="" type="checkbox"/> Service Provider Network Outage	\$100,000 Each Claim \$100,000 Aggregate	N/A	12 hours
<input checked="" type="checkbox"/> Payment Card Industry Fines, Penalties & Assessments	\$3,000,000 Each Claim \$3,000,000 Aggregate	\$10,000	N/A
<input checked="" type="checkbox"/> Cyber Crime	\$100,000 Each Claim \$100,000 Aggregate	\$10,000	N/A
<input checked="" type="checkbox"/> Reputational Harm	\$100,000 Each Claim \$100,000 Aggregate	\$10,000	N/A
<input checked="" type="checkbox"/> Telecommunications Fraud	\$100,000 Each Claim \$100,000 Aggregate	\$10,000	N/A
<input checked="" type="checkbox"/> Criminal Reward	\$50,000 Each Claim \$50,000 Aggregate	N/A	N/A



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

BUSINESS REGISTRATION

Business Name: POSTAL PROS SOUTHWEST
DBA: POSTAL PROS SOUTHWEST

Business Location: 4100 HAWKINS ST NE STE B
ALBUQUERQUE, NM 87109

Owner: POSTAL SOUTHWEST

License Number: 226869

Issued Date: March 16, 2021

Expiration Date: March 16, 2022

CRS Number: 03-342682-00-1

License Type: Business License - Renewable

Classification: Out of Jurisdiction Business License

Fees Paid: \$10.00

POSTAL PROS SOUTHWEST
4100 HAWKINS ST NE STE B
ALBUQUERQUE, NM 87109

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


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



TO BE POSTED IN A CONSPICUOUS PLACE

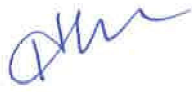
City of Santa Fe, New Mexico

Memo

DATE: May 24, 2021

TO: Fran Dunaway, Chief Procurement Officer 
City of Santa Fe

VIA: Shannon Jones, Public Utilities Director 
Nancy Jimenez, Utility Billing Division Director 

FROM: Halona Crowe, Procurement Manager 
Public Utilities/Utility Billing Division

SUBJECT: Evaluation Committee Report, Printing and Mailing Service for Utility Bills
RFP #21/32/P

In accordance with the Request for Proposals for Printing and Mailing Service for Utility Bills issued April 1, 2021, six responses were submitted from the following Offerors: InfoSend, Sebis, OSG, The Master Touch, Valli Information Systems parent corporation to Postal Pros Southwest and Level One Tech, and were evaluated by the committee.

Summary of Evaluation Committee Activity

The Evaluation Committee members are as follows:

Nancy Jimenez, Utility Billing Division Director
Halona Crowe, Billing and Meter Reading Manager and Procurement Manager
Caryn Fiorina, Mountain River Consulting Inc.

This Evaluation Committee Report summarizes all criteria used in scoring the responses:

- May 5, 2021 - Received Proposal Submittals
- May 6, 2021 to May 10, 2021 – Committee members reviewed submittals individually
 - Scoring based on:
 - Organizational Experience – Up to 150 points
 - Organizational References – Up to 100 points
 - Mandatory Specifications – Up to 250 points
 - Desirable Specifications – Up to 225 points
- May 11, 2021 Evaluation Committee met to discuss individual score sheets and come to consensus
- May 12, 2021 Evaluation Committee finalized score sheets and selected the following offerors:
 - InfoSend
 - Level One
 - Valli Information Systems/Postal Pros Southwest (PPSW)

Section IV.B, Technical Specifications

Section IV.B.1, Organizational Experience (150 Total Points)

	PPSW	Level One	InfoSend
<u>Offeror Points</u>	148	122	140

Organizational Experience

Specifications:

Offeror must:

- provide a detailed and brief description of relevant corporate experience with city and 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 bill print, mailing, emailing, and special mailing and printing. All bill print, mailing, emailing, and special mailing and printing provided to private sector will also be considered
- provide a detailed and brief resume or bio of all key personnel Offeror proposes to use in performance of the resulting contract, should Offeror be awarded. Offeror must include key personnel education, work experience, relevant and applicable certifications and or 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. In addition, points will be awarded based on Offeror's candid and well-thought-out response to successes and failures, as well as the ability of the Offeror to learn from its failures and grow from its successes.

Postal Pros Southwest (PPSW)

The Evaluation Committee awarded PPSW 148 points based on the Offeror's response. PPSW has more than 40 years of experience working with utility agencies and was acquired by Valli Information Systems in 2015 which has more than 30 years of experience. PPSW has experience printing bills for other cities and is the current bill print vendor for the City of Santa Fe; therefore they have a unique understanding of city 'bill print file' and overall business processes. PPSW detailed all the services offered which includes real time tracking to address any unforeseen issues. All key employee biographies show they have been with company for more than five years.

Level One

The Evaluation Committee awarded Level One 122 points based on the Offeror’s response. Level one has been in business since 2004 and has grown to a large nationwide company. Level One is experienced with the city’s current billing system. They offer many services and highlighted some of their implementation services rather highlighting expertise focusing on bill print. All key personnel biographies show a minimum of two years to more than 10 years of experience with the company.

InfoSend

The Evaluation Committee awarded InfoSend 140 points based on the Offeror’s response. InfoSend is a large company that has nationwide utility customers. They offer a Software as a service (SaaS) approach to document and data processing. They were the bill print vendor for the City of Santa Fe in the past. They are also business partners with Advanced. All key personnel biographies have been with the company for at least 10 years.

Section IV.B.2, Organizational References (100 Total Points)

	PPSW	Level One	InfoSend
<u>Offeror Points</u>	100	78	100

Organizational References

Specifications:

Offeror must provide a list of a minimum of three (3) references from similar projects/programs performed for private, city, state or large local government clients within the last three (3) years.

Offeror shall include the following Business Reference information as part of its proposals:

- Client name
- Project description
- Project dates (starting and ending)
- Technical environment (e.g., Software applications, Internet capabilities, Data communications, Network, Hardware)
- Staff assigned to reference engagement that will be designated for work per this RFP
- Client project manager name, telephone number, fax number and e-mail address.

Evaluation Factors:

Points will be awarded based upon an evaluation of the responses to a series of questions on the Organizational Reference Questionnaire (Appendix E). Offeror will be evaluated on references that show positive service history, successful execution of services and evidence of satisfaction by each reference. References indicating significantly similar services/scopes of work and comments provided by a submitted reference will add weight and value to a recommendation during the evaluation process. Points will be awarded for each individual response up to 1/3 of the total points for this category. Lack of a response will receive zero (0) points.

PPSW

The Evaluation Committee awarded PPSW Postal Pros 100 points based on the Offeror’s response. The organizations references provides are all cities that use PPSW for statement printing and online payment services.

Level One

The Evaluation Committee awarded Level One 78 points based on the Offeror’s response. The references include only one city.

InfoSend

The Evaluation Committee awarded InfoSend 100 points based on the Offeror’s response. The organization reference included many city references. Rio Rancho NM being one of its local clients.

Section IV.B.3, MANDATORY SPECIFICATIONS (250 Total Points)

	PPSW	Level One	InfoSend
<u>Offeror Points</u>	248	215	225

Mandatory Specifications

Specifications:

- Print weekly bills, or daily if necessary, upload/email e-bills, special mailings, inserts by accepting data files on a secure website. Data files may be sent as often as daily; more than one file may be sent in one day and may be sent overnight. Turn-around time for sample bill review should be no more than four (4) hours for large files (cycle bills), less time is desirable. The City of Santa Fe should be afforded a means to identify bills that will be removed from mailing.
- Once bills/mailings are approved, they must be mailed/emailed no later than the next business day.
- Must collaborate with Paymentus for processing of ebills, payments, inserts, etc.
- Must be capable of printing full color duplexed statements, graphics, QR codes, bar codes, colored fonts, etc. and have adequate an supply of paper, ink, envelopes, and equipment necessary to fold and insert bills into envelopes.
- All prices must be in a per-unit fee structure and cover all service costs. There should not be any additional charges for jammed, wasted, or obsolete materials.
- Bills with the same name and mailing address must be combined into one mailing envelope.
- Postage must not be prepaid by the City of Santa Fe.
- A PDF file should be available for archiving each batch of mailed and emailed bills.
- A search index should be made available and include Name, Account Number, Service Number, Service Address, Billing Date, Duplicate Bill specification, Amount Due,

Balance Forward, and Adjustment Amount. Compound and relational searches across all indexes should be available as well as full text search capability across the entire database. Search retrieval speed should not exceed two seconds. A means to download this information into Excel is desirable.

- The City of Santa Fe requires future redesign/modification of bills upon the migration to a new billing software system and may also require a change in the file submission times and formats.

Evaluation Factors:

- Print weekly bills, or daily if necessary, upload/email e-bills, special mailings, inserts by accepting date files on a secure website. Data files may be sent as often as daily; more than one file may be sent in one day and may be sent overnight. Turn-around time for sample bill review should be no more than four (4) hours for large files (cycle bills), less time is desirable. The City of Santa Fe should be afforded a means to identify bills that will be removed from mailing.
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- Postage must not be prepaid by the City of Santa Fe.
- A PDF file should be available for archiving each batch of mailed and emailed bills.
- A search index should be made available and include Name, Account Number, Service Number, Service Address, Billing Date, Duplicate Bill specification, Amount Due, Balance Forward, and Adjustment Amount. Compound and relational searches across all indexes should be available as well as full text search capability across the entire database. Search retrieval speed should not exceed two seconds. A means to download this information into Excel is desirable.
- The City of Santa Fe requires future redesign/modification of bills upon the migration to a new billing software system and may also require a change in the file submission times and formats.

PPSW

The Evaluation Committee awarded PPSW 248 points based on the Offeror's response. PPSW is able to meet all mandatory requirements. Since PPSW is located in Albuquerque NM the mailing time that customers will receive is 1-2 days. This vendor is responsive will all requests, currently works with the city's bill payment company, and requires no implementation time.

Level One

The Evaluation Committee awarded Level One 215 points based on the Offeror's response. Level One is able to meet majority of mandatory requirements with a few exceptions, has a very good user portal and currently works with the city's bill payment company. However, this vendor submitted their own Services Agreement that included conditions with which the city would unlikely agree. The printing of bills will be in Arizona so the delivery time from Arizona to Santa Fe could be 3-5 days before our customers receive their bills.

InfoSend

The Evaluation Committee awarded InfoSend 225 points based on the Offeror's response. InfoSend was able to meet a majority of mandatory requirements with a few exceptions. InfoSend suggested additions to the City of Santa Fe contract with which the city would unlikely agree. The bill print portal does not allow for individual bills to be pulled from the file for corrections or deletion. Their manual process would significantly impact the city's bill processing time. InfoSend is requesting a deposit from the City for postage. The printing of bills will be in Texas so the delivery time from Texas to Santa Fe could be 3-5 days before our customers receive their bills.

Section IV.B.4, Desirable Specifications (225 Total Points)

	PPSW	Level One	InfoSend
<u>Offeror Points</u>	207	195	188

Specifications:

- Special letter design services.
- Reports for tracking of costs, volume of bills by date/month/year, etc., volume of special mailings, etc.
- Offer a return mail service to assist with the handling of return mail. This service should include detailed reporting which is available on demand through an online portal.
- Offer a means of tracking/tracing lost mail or emailed bills as reported by the City of Santa Fe customers.

Evaluation Factors:

- Special letter design services.
- Reports for tracking of costs, volume of bills by date/month/year, etc., volume of special mailings, etc.
- Offer a return mail service to assist with the handling of return mail. This service should include detailed reporting which is available on demand through an online portal.
- Offer a means of tracking/tracing lost mail or emailed bills as reported by the City of Santa Fe customers.

PPSW

The Evaluation Committee awarded PPSW Postal Pros 207 points based on the Offeror’s response. PPSW meets all desirable specifications including services to assist with returned mail.

Level One

The Evaluation Committee awarded Level One 195 points based on the Offeror’s response. Level One meets desirable specifications including IMB tracing.

InfoSend

The Evaluation Committee awarded InfoSend 188 points based on the Offeror’s response. InfoSend meets desirable specifications including handling returned mail directly instead of the city, but with additional charges.

Section IV.C, Business Specifications

Section IV.C.1, Financial Stability (Pass/Fail)

	PPSW	Level One	InfoSend
<u>Pass/Fail</u>	Pass	Pass	Pass

Specifications:

Offerors must submit copies of the most recent years independently audited financial statements and the most current 10K, as well as financial statements for the preceding three years, if they exist. The submission must include the audit opinion, the balance sheet, and statements of income, retained earnings, cash flows, and the notes to the financial statements. If independently audited financial statements do not exist, Offeror must state the reason and, instead, submit sufficient information (e.g., D & B report).

Evaluation Factors:

Pass/Fail only. No points Assigned.

Section IV.C.2, Letter of Transmittal (Pass/Fail)

	PPSW	Level One	InfoSend
<u>Pass/Fail</u>	Pass	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, and to return a signed, unaltered form will result in Offeror's disqualification.

Evaluation Factors:

Pass/Fail only. No points Assigned.

Section IV.C.3, Signed Campaign Contribution Disclosure Form (Pass/Fail)

	PPSW	Level One	InfoSend
<u>Offeror Points</u>	Pass	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.4, Oral Presentation (125 Total Points)

	PPSW	Level One	InfoSend
<u>Offeror Points</u>	120	113	112

Oral Presentation

Specifications:

If selected as a finalist, Offerors agree to provide the Evaluation Committee the opportunity to interview proposed staff members identified by the Evaluation Committee, at the option of the Department. The Evaluation Committee may request a finalist to provide an oral presentation of the proposal as an opportunity for the Evaluation Committee to ask questions and seek clarifications.

Evaluation Factors:

Points will be awarded based on the quality, organization and effectiveness of communication of the information presented, as well as the professionalism of the presenters and technical knowledge of the proposed staff. Prior to Oral Presentation, Agency will provide the Offeror a presentation agenda.

PPSW

The Evaluation Committee awarded PPSW 120 points based on the Offeror's response. This vendor requires no transition and set-up time thereby eliminating the risk of any billing delays, and they are partnered with Paymentus, reducing any time to establish the working relationship.

They have a successful history of bill delivery-time and the city will benefit from the bills being mailed from within the state. PPSW understands that communication is the most important aspect of helping a client when transitioning to a new billing system and noted that receiving data files and mapping as soon as possible was important to such transition. They can run concurrent files to compare and contrast so making any necessary changes could happen immediately.

When asked, this vendor stated exceptional experiences working with utility billing clients were those that included excellent communication, and conversely, the most frustrating being those with poor communication such as when the client does not take time to look at the document proof provided to them that results in the need to work all night to rectify a situation.

This vendor communicated that every member of their team receives emails and has a phone, enabling them to respond to after-hours communication from a client. They utilize a group email blast process to ensure every member is aware of a client's communication.

PPSW Postal Pros communicated that the city's successful migration to a new billing system will be a priority to them and will be available how ever needed to help with the process.

Level One

The Evaluation Committee awarded Level One 113 points based on the Offeror's response. This vendor anticipates a transition and set up time of approximately 45 to 60 days and presented clear milestones to reach scope of work readiness. Level One is partnered with Paymentus, reducing any time to establish the working relationship.

They stated bills should be delivered within 2 to 3 business days (mailed on a Monday and received by customer before or on Thursday). Level One suggested we reach out to their clients in response to the request that they describe their customers' satisfaction with delivery times.

Level One communicated that when working with a client transitioning to a new billing system it was important that the client understand their data. They have "solution consultants" and experienced staff to help with that process. However, the city is confident that Advanced will be able to provide the data needed by the selected vendor.

When asked, this vendor stated exceptional experiences working with utility billing clients included a successful bill redesign and helping with client conversion to ebilling. A frustrating experience was a delay in going live due to exceptionally long time spent on a bill's redesign.

This vendor communicated after-hours communication was easy with their on-line customer support and identified the person that would be available 24/7.

Level One communicated that they are available in any way the city needs them to work with our integration team for Advanced, and already having a working relationship with Advanced is a benefit to the city.

InfoSend

The Evaluation Committee awarded InfoSend 112 points based on the Offeror's response. This vendor anticipates a transition and set up time of approximately 45 to 90 days. A duration longer than 45 to 60 days is not acceptable to the evaluation committee.

InfoSend stated bills should be received by customers within 2 to 3 business days of mailing and provided an explanation of how they utilize their different business locations to maximized delivery times.

This vendor states they have successfully worked with multiple clients going through billing system conversions and emphasized that the information received from Advanced is key to the city's successful billing and mailing services.

When asked to provide an exceptional experience working with a utility billing entity they responded that a client told them they loved them; providing no relevant response. The vendor responded that frustrating experiences working with utility billing clients have been actually related to working with the USPS.

InfoSend communicated an encompassing process to help ensure after-hours communication availability that will include a dedicated account manager.

This vendor communicated that will make resources available to work with Advanced and the city's migration to the new billing system. Their relationship with Advanced.

Section IV.C.5, Cost (100 Total Points)

	PPSW	Level One	InfoSend
<u>Cost</u>	97	77	75

Specifications:

Offerors must complete the Cost Response Form in APPENDIX C. Cost will be measured by unit.

Evaluation Factors:

The evaluation of each Offeror's cost proposal will be conducted using the following formula:

$$\frac{\text{Lowest Responsive Offeror's Cost}}{\text{Each Offeror's Cost}} \times \text{Available Award Points}$$

The cost score will be calculated by adding the budget totals of all eight years.

Cost Items

- 1. Paper costs
- 2. Envelope costs
- 3. Postage costs
- 4. Administrative costs
- 5. Special Mailing and Inserts costs
- 6. Additional Service costs

PPSW

The Evaluation Committee awarded PPSW a 97 based on the Offeror’s response. PPSW cost proposal is the same as the cost for current services – they did not increase prices on this new contract and did not propose any increase over the course of the four-year contract.

Level One

The Evaluation Committee awarded Level One 77 points based on the Offeror’s response. Level One provided insufficient cost information for thorough vendor costs comparison and they presented a contract cost increase for year four. This vender also charges for services the city is currently receiving such as bill archiving, inserting material with bills and certain administrative costs for which the city would not pay with the current vendor.

InfoSend

The Evaluation Committee awarded InfoSend 75 points based on the Offeror’s response. InfoSend did not follow Cost Response Form format and it was very hard to identify final cost. Neither did they respond to potential annual contract cost increase. This vender also charges for services the city is currently receiving such as bill archiving, inserting material with bills and certain administrative costs for which the city would not pay with the current vendor.

Section IV.C.6, NM Preferences

	PPSW	Level One	InfoSend
<u>NM Business Preference</u>	50	0	0
<u>NM Veterans Preference</u>	0	0	0

Specifications:

To ensure adequate consideration and application of NMSA 1978, §13-1-21 (as amended), Offerors MUST include a copy, in this section, of its NM Resident preference certificate, as issued by the New Mexico Taxation and Revenue Department.

Evaluation Factors:

Percentages will be determined based upon the point-based system outlined below.

- The City shall award additional 3% of the total weight of all the factors used in evaluating the proposal to a local resident business. The City shall award an additional 3% 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.
- 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 3% of the total possible points to a local resident business. The City shall award an additional 3% of the total possible points to a business who has hired all local resident business subcontractors.

The maximum available local preference shall be 6%.

PPSW

Offeror submitted NM Preference Certificate. Offeror awarded fifty (50) points. Offeror did not submit NM Business/Veterans Certificate. Offeror awarded zero (0) points.

Level One

Offeror did not submit NM Preference Certificate. Offeror awarded zero (0) points. Offeror did not submit NM Business/Veterans Certificate. Offeror awarded zero (0) points.

InfoSend

Offeror did not submit NM Preference Certificate. Offeror awarded zero (0) points. Offeror did not submit NM Business/Veterans Certificate. Offeror awarded zero (0) points.

Evaluation Summary

	PPSW	Level One	InfoSend
Section IV.B.1. Technical Specifications Organizational Experience (150 Points)	148	122	140
Section IV.B.2. Technical Specifications Organizational References (100 Points)	100	78	100
Section IV.B.3. Technical Specifications Mandatory Specification (250 Points)	248	215	225
Section IV.B.4. Technical Specifications Desirable Specification (225 Points)	207	195	188
Section IV.C.1. Business Specifications Financial Stability (Pass/Fail)	P	P	P
Section IV.C.2. Business Specifications Letter of Transmittal (Pass/Fail)	P	P	P
Section IV.C.3. Business Specifications Signed Campaign Disclosure Form	P	P	P
Section IV.C.5. Business Specifications Oral Presentation (125 Points)	120	113	112
Section IV.C.5. Business Specifications Cost 100 Points)	97	77	75
Section IV.C.6. Business Specifications New Mexico Resident Business Preference 5%	50	0	0
Section IV.C.6. Business Specifications New Mexico Resident Veteran Preference 10%	0	0	0
TOTAL POINTS AWARDED	970	800	840

Evaluation Committee Recommendation

Based on the Evaluation Committee's evaluation of the proposals submitted, as detailed above, the committee respectfully recommends awarding the contract to perform the scope of work as outlined in the Printing and Mailing Service for Utility Bills RFP # 21/32/P to the one (1) proposal receiving the highest scores along the natural point-break, PPSW, subject to agreement between the Public Utilities Department, Utility Billing Division and the selected Offeror. Awarding the contract to the recommended Offeror is in the best interest and is most advantageous to the City of Santa Fe, Public Utility Department and Utility Billing Division.

Committee Signature Approval




Nancy L. Jimenez

Evaluation Committee Member

5/24/21

Date



Halona Crowe

Evaluation Committee Member /
Procurement Manager

5/24/21

Date

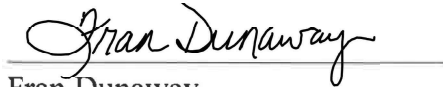
Caryn Fiorina
Caryn Fiorina (May 24, 2021 21:31 MDT)

Caryn Fiorina
Evaluation Committee Member

05/24/2021

Date

Chief Procurement Officer Signature Approval



Fran Dunaway
Chief Procurement Officer
City of Santa Fe

5/25/2021

Date

Signature: *Nancy L Jimenez*
Nancy L Jimenez (May 25, 2021 07:55 MDT)

Email: nljimenez@santafenm.gov

Signature: *Shannon Jones*

Email: swjones@santafenm.gov



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Valli dba Postal Pros Southwest

Procurement Title: RFP 21/32/P Printing and Mailing Service for Utility Bills

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 Department / UCS Staff Name Nancy Jimenez

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

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

Nancy Jimenez
Nancy L Jimenez (May 28, 2021 15:26 MDT)
 Nancy Jimenez, UCS Division Director 5/10/21
 Department Rep Printed Name (attesting that all information included) Title Date

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

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

Signature: *Shannon Jones*

Email: swjones@santafenm.gov



City of Santa Fe, New Mexico

Memorandum



DATE: May 18, 2021

TO: Governing Body
Finance Committee
Public Works Committee

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

FROM: Randy Randall, Tourism Santa Fe Director *Randy Randall*

ITEM AND ISSUE:

Request for the Approval of Amendment #3 to the PSA with Vladimir Jones in the Total Amount of \$1,450,000.00 for Advertising Agency services for Tourism Santa Fe for FY22.

BACKGROUND AND SUMMARY:

On January 11, 2019, the City advertised for request for proposals (RFP '19/25/P). This RFP was for professional services for TOURISM Santa Fe's Agency of Record (AOR). Vladimir Jones was selected to be the AOR and to provide agency services. Amendment #1 was to extend the term and increase the compensation amount for FY2021, and Amendment #2 added an additional \$175,000 to the reduced funding in FY 21.

On May 12, 2021, the Governing Board approved a grant agreement between NMTD and Tourism Santa Fe for the amount of \$300,000. The BAR was approved by Governing Body on May 26, 2021. The BAR will increase Tourism revenue and expenditures in CCC by \$300,000. Of the total amount, \$200,000 will go into Advertising.

PROCUREMENT METHOD:

The procurement method was an RFP '19/25/P which resulted in the approval of contract #19-0384.

CONTRACT NUMBER:

The FY20 Munis contract number is 3200492.

FUNDING SOURCE:

- 1) Lodger's Tax Fund: 213/ VSF Admin. - 2130521/Advertising - 561850 - \$570,000
- 2) SF Conv. Center Fund: 520/ CCC Operations - 5206600/Advertising - 561850 - \$880,000

ACTION REQUESTED:

TOURISM Santa Fe respectfully requests your review and approval of Amendment #3 to the Professional Services Agreement with Vladimir Jones.



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3200492

Contractor: Vladimir Jones (Praco)

Description: Advertising Agency of Record Services, Amendment #3 for FY22, increase compensation by \$1,450,000 and extend the term to 6/30/22.

Contract Agreement Lease / Rent Amendment

Term Start Date: 7/1/21 Term End Date: 6/30/21

Approved by Council Date: _____

Contract / Lease: Contract Amendment #3

Amendment # 3 to the Original Contract / Lease # 19-0384

Increase/(Decrease) Amount \$ \$1,450,000

Extend Termination Date to: 6/30/22

Approved by Council Date: _____

Amendment is for:

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)
Original #19-0384 began FY20 for \$1,600,000 (\$100,000 began in June 2020).
Amendment #1, #20-0467, increased compensation for FY21 by \$1,300,000, and extended the term to 6/30/21.
Amendment #2 increased compensation for FY21 by \$175,000.

3. Procurement History: RFP '19/25/P

John Deary
John Deary (Jun 3, 2021 9:53 MDT)

Purchasing Officer Review: _____ Date: Jun 3, 2021

Comment & Exceptions: Amendment #3 to increase comp for FY 22 - July 1, 2021 - June 30, 2022

4. Funding Source: CCC-\$880k& VSF-\$570k/Advertising 561850 Org / Object: 2130521/5206600memo

Andy Hopkins
Andy Hopkins (Jun 3, 2021 10:40 MDT)

Budget Officer Approval: _____ Date: Jun 3, 2021

Comment & Exceptions: _____

Staff Contact who completed this form: Antoinette Armijo-Rougemont Phone # x6210

Email: antoinettearmijo@hotmail.com

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Vladimir Jones (Praco)

Procurement Title: Advertising Agency of Record Services – Amendment #3 for FY22

Procurement Method: State Price Agreement Cooperative Sole Source Other

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

Department Requesting Tourism Staff Name Jordan Guenther

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

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

Jordan Guenther, Marketing Director TSF  Jordan Guenther (May 27, 2021 13:01 MDT) May 27, 2021

Department Rep Printed Name (attesting that all information included)	Title	Date
<u>Fran Dunaway</u> <small>Fran Dunaway (Jun 3, 2021 10:53 MDT)</small>	Chief Procurement Officer	Jun 3, 2021

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
CONTRACT AMENDMENT No. 3

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, hereinafter referred to as the "City," and Vladimir Jones (Praco), hereinafter referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISIONS OF THE ABOVE-REFERENCED CONTRACT ARE AMENDED AS FOLLOWS:

Section 3, Compensation, is hereby amended to read as follows:

1. **Compensation.**

- A. Under this Agreement, the City shall pay to the Contractor in full payment for services rendered additional compensation at the rate of **one million four hundred fifty thousand dollars (\$1,450,000)** such compensation not to exceed **\$1,450,000** including gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the City to the Contractor.

The total amount payable to the Contractor under Agreement # 19-0384 and all Amendments to this Agreement, including gross receipts tax and expenses, shall not exceed four million five hundred twenty five thousand dollars (\$4,525,000). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

2. **Term**

THIS CONTRACT AS AMENDED BY THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY OF SPECIFIED DATE WHICHEVER IS LATER. This Contract as amended shall terminate on June 30, 2022, unless

terminated pursuant to contract. There is an option to renew for one additional year.
All other articles of this contract remain the same.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the City and Contractor below, or a specified date, whichever is later.

City of Santa Fe:

By: _____ Date: _____
Alan Webber, Mayor

Attest:

By: _____ Date: _____
Kristine Bustos Mihelcic, City Clerk

City Attorney's Office:

By: Marcos Martinez Date: May 13, 2021
Marcos Martinez (May 13, 2021 10:43 MDT)
Senior Assistant City Attorney

Approved for Finances:

By: _____ Date: _____
Mary McCoy, Finance Director

Contractor:

By: Meredith Vaughn Date: May 14, 2021
Meredith Vaughn, CEO

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

CRS Number: #03-436229-00-0
Business License Number: #21-00157691

Object/Org: 2130521.561850 - \$570,000 & 5206600.561850 - \$880,000 = \$1,450,000 *AJH*
AJH



City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: VLADIMIR JONES
DBA: VLADIMIR JONES

Business Location: PO BOX 387
COLORADO SPRINGS, CO 80901

Owner: VLADIMIR JONES

License Number: 227045

Issued Date: March 25, 2021

Expiration Date: March 25, 2022

CRS Number: 03-436229-00-0

License Type: Business License - Renewable

Classification: Out of Jurisdiction Business License

Fees Paid: \$10.00

VLADIMIR JONES
PO BOX 387
COLORADO SPRINGS, CO 80901

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT

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

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

In collaboration with Tourism Santa Fe (TSF), the Contractor shall perform the following Scope of Work for the purpose of increasing tourism in the city of Santa Fe and building on the success and momentum of The City Different Brand (Brand):

A. Integrated Advertising Campaign and Comprehensive Media:

- 1) Contractor is responsible for the creative development, production, trafficking/distribution, media placement, and ongoing collaboration and account services for TSF to further strengthen the Brand's effectiveness.
- 2) Contractor shall identify target markets including prioritized domestic fly markets, regional drive markets, and in state travelers.
- 3) Contractor shall employ marketing strategies using both traditional and new media elements, including, but not limited to print, television, out of home, digital display, online video, digital native content, paid social media, strategic marketing partnerships, and experiential marketing.

B. Collaboration:

- 1) Contractor shall be available upon reasonable notice to plan and review work in progress under the terms of this Agreement.
- 2) Contractor shall collaborate with TSF and third-party contractors, as appropriate, in the development of strategic plans that integrate advertising activities and other TSF programs including but not limited to web development, social media, public relations, meetings and conferences, and tourism trade.
- 3) Contractor may, in its discretion and at the request of TSF, assist in presenting TSF's advertising objectives, strategic plans and creative direction to industry partners, in legislative meetings, and in public forums. Travel expenses associated with planning or presentations are the responsibility of the Contractor.
- 4) Contractor shall collaborate with TSF and submit a yearly advertising plan that will be a strategic component of the TSF Marketing Plan that designates target markets and is supported by statistics and research required to achieve goals. In

addition, on a yearly basis perform market research to inform and guide the advertising decisions.

C. Contractor Services:

- 1) Contractor shall submit to TSF a budget tracker showing a detailed breakdown of all production and media budgets, amount committed to date, and amount billed to date no later than the tenth business day of the following month. Failure to provide an updated budget tracking may result in the delay of future payments directly related the reports but will not result in a delay in payment of monthly fees. Contractor shall also provide TSF with a production expense estimate, which must be submitted and approved prior to invoicing. Invoices should include line item detail with any variance vs. estimate explained.
- 2) Contractor shall submit a report on the effectiveness of the campaign(s) to TSF Marketing Director on a quarterly basis. The report shall include cost per inquiry, return on the advertising dollar investment, and any/all tracking mechanisms deemed appropriate by TSF.
- 3) The Contractor shall submit periodic reports to the governing body, at least quarterly, listing the expenditures for those periods. Within ten days of receiving the reports, the governing body shall furnish copies of them to the tax advisory board.

D. Production:

- 1) The Contractor shall develop, design and produce advertising copy, layouts, designs and artwork for print, broadcast, radio, outdoor, interactive, audiovisual and on-line media and deliver such material to TSF for approval and then to advertising media, printer, broadcaster, internet provider or producer upon approval on time. Creative design and production include promotions and other projects as deemed necessary by TSF. Before releasing any material, including all forms of advertisement, to the media, the Contractor will obtain approval for all final layouts, copy or artwork from TSF. Final material shall be submitted to TSF for approval at least 24 hours in advance of release date.

E. Advertising and Media Buys:

- 1) Contractor shall arrange for all media to be billed at the net cost of time or space directly to the Contractor, which shall be paid from funds designated for media buys. The Contractor is responsible for placing written orders for time or space in advertising media and maintaining the records of all insertion orders, tear sheets, invoices, and all other billing information for a minimum of three (3) years. Contractor will notify TSF when prepayment of advertisement and/or production is required. TSF will make prompt payment in accordance with Section 2 of this Agreement.

- F. The parties understand this is a non-exclusive agreement and Contractor may freely contract with other entities for the performance of service.**

G. Standard of Performance; Licenses:

- 1) The Contractor represents that it possesses the experience and knowledge necessary to perform the services described under this Agreement.
- 2) The Contractor agrees to obtain and maintain throughout the Terms of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives, and subcontractors.
- 3) Contractor will use its best efforts to contract with local Santa Fe businesses to serve TSF and build the Brand. Contractor shall notify TSF of its subcontractors and update the City on any subcontractor changes

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the rate of One Million Six-Hundred Thousand dollars (\$1,600,000), such compensation not to exceed One million six-hundred thousand dollars, excluding gross receipts tax.

The total amount payable to the Contractor under this Agreement, excluding gross receipts tax and expenses, shall not exceed One Million Six Hundred Thousand Dollars total contract price for the full term of the contract. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

B. The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of \$100,000 dollars (\$100,000) in FY19, and \$1,500,000 in FY20. . **The total amount payable to the Contractor under this Agreement, excluding gross receipts tax and expenses, shall not exceed \$100,000 in FY19. The \$100,000 in FY19 shall be used for Increased Production or Media (net) as approved by Client. The \$1,500,000 in FY20 shall be broken down as follows:**

FY19 Increased Production and/or Media (net)	\$100,000
Media (net)	\$1,020,000
Production (net)	\$150,000
Research/Other	\$22,500
Travel	\$5,000
Agency Services Retainer	<u>\$302,500</u>
TOTAL	\$1,600,000

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

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

3. **Term.**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30, 2020**, with the option to renew **three additional years** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. **Termination.**

A. **Termination.** This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein. **THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.**

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

5. **Appropriations.**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations

and authorization are not made by the City Council, this Agreement shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

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

8. Subcontracting.

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

9. Release.

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

10. Confidentiality.

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

11. Product of Service -- Copyright.

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

12. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

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

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

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

13. Amendment.

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

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

14. Merger.

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

15. Penalties for violation of law.

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

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

20. Other Insurance

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

A. Workers Compensation (including accident and disease coverage) at the statutory limit.
Employers liability: \$100,000.

B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this contract). Limits shall not be less than the following:

- a. Bodily injury: \$1,000,000 per person /\$1,000,000 per occurrence.
- b. Property damage or combined single limit coverage: \$1,000,000.
- c. Automobile liability (including non-owned automobile coverage): \$1,000,000.

d. Umbrella: \$1,000,000.

C. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

21. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments

22. Indemnification.

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

23. New Mexico Tort Claims Act

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

24. Invalid Term or Condition.

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

25. Enforcement of Agreement.

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

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

26. Notices.

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

To the City: **TOURISM Santa Fe**
 Attn: Randy Randall
 201 W. Marcy Street
 Santa Fe, NM 87501


To the Contractor: **Vladimir Jones**
 Attn: Meredith Vaughn, CEO
 6 North Tejon Street #400
 Colorado Springs, CO. 80903-3928

27. Authority.

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

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:



ALAN WEBBER, MAYOR

DATE: 5/31/19

CONTRACTOR:

Vladimir Jones



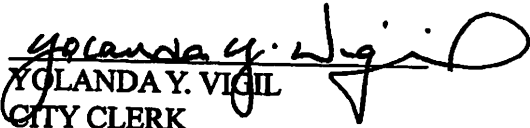
NAME AND TITLE

DATE: 6/4/19

CRS# 03-436229-00-0

Registration # 19-00157691

ATTEST:


YOLANDA Y. VIGIL
CITY CLERK
cc mtg 5/29/2019

APPROVED AS TO FORM:

 4/29/19
ERIN MCSHERRY, CITY ATTORNEY

APPROVED:


MARY MCCOY, FINANCE DIRECTOR *mm*

22108.561850

CITY OF SANTA FE
CONTRACT AMENDMENT No. 1

Contract No.19-0384

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, hereinafter referred to as the "City," and Vladimir Jones (Praco), hereinafter referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISIONS OF THE ABOVE-REFERENCED CONTRACT ARE AMENDED AS FOLLOWS:

1. Compensation.

Section 3, Compensation, is hereby amended to read as follows:

- A. Under this Agreement, the City shall pay to the Contractor in full payment for services rendered additional compensation at the rate of **one million three hundred thousand dollars (\$1,300,000)**, such compensation not to exceed **\$1,300,000**, excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the City to the Contractor.

The total amount payable to the Contractor under Agreement # 19-0384 and all Amendments to this Agreement, excluding gross receipts tax, shall not exceed two million nine hundred seventy two thousand six hundred and fifty seven dollars (\$2,900,000). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

2. Term.

THIS CONTRACT AS AMENDED BY THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY OR A SPECIFIED DATE WHICHEVER IS LATER. This Contract as amended shall terminate on **June 30, 2021**, unless terminated pursuant to the Contract. There is an option to renew for one more additional year.


All other articles of this contract remain the same.

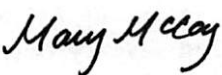
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the City and Contractor below, or a specified date, whichever is later.

City of Santa Fe:
By:  Date: Sep 16, 2020
Alan Webber, Mayor

Attest:
By:  Date: Sep 17, 2020
Yolanda Y. Vigil, City Clerk

GB Mtg 09/09/20 GC
GC

City Attorney's Office:
By:  Date: Jul 8, 2020
Marcos Martinez (Jul 8, 2020 10:12 MDT)
Senior Assistant City Attorney

Approved:
By:  Date: Sep 16, 2020
Mary McCoy, Finance Director

Contractor:
By: See Attached Date: _____
Meredith Vaughn, CEO

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

CRS Number: #03-436229-00-0
Business License Number: #20-00157691

BU/Line Item: 2130521.561850

Contract No. ITEM # 21-0205
Munis No. 3200492

CITY OF SANTA FE
CONTRACT AMENDMENT No. 2
Item#19-0384

THIS AMENDMENT is made and entered into by and between the City of Santa Fe, hereinafter referred to as the "City," and Vladimir Jones (Praco), hereinafter referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISIONS OF THE ABOVE-REFERENCED CONTRACT ARE AMENDED AS FOLLOWS:

Section 3, Compensation, is hereby amended to read as follows:

3. Compensation.

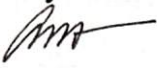
- A. Under this Agreement, the City shall pay to the Contractor in full payment for services rendered additional compensation at the rate of one hundred and seventy five thousand dollars (\$175,000), such compensation not to exceed \$175,000 including gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the City to the Contractor.

The total amount payable to the Contractor under Agreement #19-0384 and all Amendments to this Agreement, including gross receipts tax and expenses, shall not exceed three million seventy five thousand dollars (\$3,075,000). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

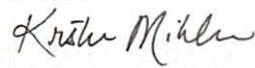

All other articles of this contract remain the same.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the City and Contractor below, or a specified date, whichever is later.

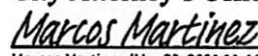
City of Santa Fe:

By:  Date: May 13, 2021
Alan Webber, Mayor

Attest:

By:  Date: May 14, 2021
Kristine Bustos Mihelcic, City Clerk 
GB MTG 05/12/2021

City Attorney's Office:

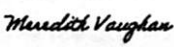
By:  Date: Mar 25, 2021
Marcos Martinez (Mar 25, 2021 11:44 MDT)
Senior Assistant City Attorney

Approved for Finances:

By:  Date: May 13, 2021
Alexis Lotero (May 13, 2021 17:08 MDT)
Mary McCoy, Finance Director

Contractor:

Vladimir Jones (Praco)

By:  Date: Mar 30, 2021
Meredith Vaughn, CEO

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

CRS Number: #03-436229-00-0

Business License Number: #21-00157691

Object/Org: 2130521.561850 - \$140,000 – (BAR attached) & 5206600.561850 - \$35,000