City of Santa Fe

# AGENDA

**REGULAR MEETING OF THE GOVERNING BODY**
**JUNE 09, 2021**
**4:00 PM**
**ATTEND VIRTUALLY**

## SPECIAL PROCEDURES FOR GOVERNING BODY MEETING

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

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

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

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

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

**Public Comment:** To provide live public comment during *Petitions from the Floor* or *Public Hearings*, you must join the Zoom meeting by internet or phone, as follows:
Internet: To join the Zoom meeting on the internet using a computer, laptop, smartphone, or tablet, use the following link: https://santafenm-gov.zoom.us/j/96284363805?pwd=Zzc3blYrWmV0YTl4cWJVek5kaytLUT09. **Passcode: 761438**

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Phone: To join the Zoom meeting using a phone, use the following phone numbers and Webinar ID: **US: 1 (346) 248-7799 - Webinar ID: 962 8436 3805 - Passcode: 761438**
Phone attendees should press *9 to use the "Raise Hand" function to be recognized by the Mayor to speak at the appropriate time.
**AFTERNOON SESSION - 4:00 P.M.**

1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

Councilor Abeyta

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

Councilor Vigil Coppler

4. **INVOCATION**

Councilwoman Villarreal

5. **ROLL CALL**

6. **APPROVAL OF AGENDA**

7. **APPROVAL OF CONSENT CALENDAR**

8. **APPROVAL OF MINUTES**

   a. Regular Governing Body Meeting – May 26, 2021

9. **PRESENTATIONS**

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

Acting Community Health and Safety Director, krochoa@santafenm.gov, 955-6603) **INFORMATION ONLY**

10. **CONSENT CALENDAR**

a. 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:**
Introduced: 05/26/21
Quality of Life Committee: 06/02/21
Public Works and Utilities Committee: 06/07/2021
Governing Body: 06/09/21

b. 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

c. 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

d. 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: 05/12/21
Public Works and Utilities Department: 05/24/21
Quality of Life Committee: 06/02/21
Governing Body: 06/9/21

11. **DISCUSSION/ACTION ITEMS**

a. 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) in the Amount of $844,470.

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

b. 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**:
Public Works Committee: 06/7/2021
Governing Body: 06/9/2021

c. Request for Approval of Service Agreement in the Total Amount of $334,873 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: 05/24/2021
Governing Body: 06/9/2021

d. 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 and Efran Morales, WWMD III, emmorales@santafenm.gov, 955-4618)
**Committee Review:**
Works and Utilities Committee: 05/24/2021
Governing Body: 06/09/2021

e. 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 NMGRT. (William Schneider, Water Resources Manager, whschneider@santafenm.gov, 955-4203) 1) Request for Approval of a Budget Adjustment Resolution (BAR).
**Committee Review:**
Public Works and Utilities Committee: 05/24/2021
Governing Body: 06/09/2021

f. 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
Governing Body: 06/09/2021

g. 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, rnjorgensen@santafenm.gov, 955-4265)

1) Request for Approval of Budget Amendment Resolution
**Committee Review:**

Public Works and Utilities Committee: 05/24/2021
Governing Body: 06/09/2021

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

**Committee Review**:
Public Works and Utilities Committee: 05/24/2021
Governing Body: 06/09/2021

i. 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

j. Request for Approval of the 2020 State Homeland Security Grant Program Sub-Grant Agreement EMW-2020-SS-0127-S01 in the Total Amount of $262,749.19; New Mexico Department of Homeland Security and Emergency Management. (Brian Williams, Acting Director Emergency Management and Safety: bgwilliams@santafenm.gov, 505-469-1484)

**Committee Review:**
Governing Body: 06/09/21

12. **MIDTOWN OVERVIEW**

a. Midtown Planning & Development Bi-Weekly Report, by Office of Economic Development Department. (Rich Brown, Director, Community & Economic Development Department. rdbrown@santafe.gov ) **INFORMATION ONLY**

Information Presentation Topic: Furniture, Fixtures, & Equipment + Arts Assets
Presenters: Robert Lambert, Office of Arts & Culture
Sam Burnett, Public Works Department

13. **MATTERS FROM THE CITY MANAGER**

14. **MATTERS FROM THE CITY ATTORNEY**

**EXECUTIVE SESSION**

In Accordance with the New Mexico Open Meetings Act, Specifically NMSA 1978, Section 10-15-1, Parts (H)(7), and (H)(8), Attorney-Client Privileged Discussion Regarding Threatened and Pending Litigation in Which the City of Santa Fe Is or May Become a Party, Including, But Not Limited to, *City of Albuquerque et al v. Taxation and Revenue Department*; *Plaza Entrada Co. et al. v. S.F. Holdings, LLC, et al.*, D-101-CV-2020-02681, and *Cook County v. Wolf* (N.D. Ill.). (Erin K. McSherry, City Attorney, ekmcsherry@santafenm.gov, 955-6512,)

15. **EXECUTIVE SESSION ACTION ITEMS**

a. Approval to Join Los Angeles County and the City of Chicago and Other Cities and Counties in an Amicus Brief in Support of the Federal Government in *Cook County v. Wolf* (N.D. Ill.), and Any Subsequent Appeals of the Case, Defending the Federal Government's Abandonment of the Public Charge Rule, Supporting its Opposition to Intervention by a Coalition of States Seeking to Defend the Public Charge Rule, and Outlining the Harms that the Public Charge Rule Inflicts Upon Local Communities. (Erin K. McSherry, City Attorney, ekmcsherry@santafenm.gov, 955-6512)

16. **MATTERS FROM THE CITY CLERK**

17. **COMMUNICATIONS FROM THE GOVERNING BODY**

a. Introduction of Legislation

**EVENING SESSION - 6:00 P.M.**

18. **ROLL CALL**

19. **PETITIONS FROM THE FLOOR**

20. **APPOINTMENTS**

a. Mayor's Youth Advisory Board

21. **PUBLIC HEARINGS**

a. CONSIDERATION OF BILL NO. 2021-11. ADOPTION OF ORDINANCE 2021-____. (Councilor Garcia and Councilor Lindell)
An Ordinance Regarding the Independent Salary Commission; Amending Section 6-19.3 SFCC 1987 To Reassign the Authority to Appoint the Members of the Commission to the Ethics and Campaign Review Board and to Reassign the Authority to Appoint the Commission's Chairperson to the Commission's Members; and Amending Section 6-16.2 SFCC to Add the Duty of Appointing the Independent Salary Commission Members to the Ethics And Campaign Review Board's Powers and Duties. (Jesse Guillen, Legislative Liaison: jbguillen@santafenm.gov, 955-6518)

**Committee Review:**
Introduced: 04/14/21
Quality of Life Committee: 04/21/21
Public Works and Utilities Committee: 04/26/21
Finance Committee: 05/3/21
Governing Body (Request to Publish): 05/12/21
Governing Body (Public Hearing): 06/09/21

b. CONSIDERATION OF BILL NO. 2021-13. ADOPTION OF ORDINANCE 2021-____. (Councilor Abeyta, Councilor Lindell, and Councilor Rivera)
An Ordinance Amending Subsection 14-3.7(F), Notes 15 and 16 of Table 14-7.2-1, and Subsection 14-9.6(B) to Allow the Minimum Lot Size to be 1.25 Acres for a Lot Created Through an Inheritance or Family Transfer Subdivision and that Results in Only One Additional Lot; Amending Subsection 14-7.2(B) to Require Rounding Down of the Calculation of Maximum Number of Dwelling Units for a Family Transfer Subdivision Where Neither Public Sewer nor Public

Water are Available; and Amending Subsection 14-9.6(A) to Require Proof of Adequate Septic and Well Assurances Prior to the Approval of an Inheritance or Family Transfer Subdivision that Lacks Public Sewer and Water. (Eli Isaacson, Planning and Land Use Director: esisaacson@santafenm.gov, 955-6830)

**Committee Review:**
Introduced: 03/31/21
Planning Commission: 05/6/21
Public Works and Utilities Committee: 05/11/21
Governing Body (Request to Publish): 05/12/21
Governing Body (Public Hearing): 06/9/21

c. CONSIDERATION OF RESOLUTION NO. 2021-__. (Councilor Rivera, Councilor Romero-Wirth, Councilor Vigil Coppler, and Councilor Villarreal)
A Resolution Proclaiming Severe or Extreme Drought Conditions Exist in the City of Santa Fe; Imposing Fire Restrictions June 10, 2021 to July 10, 2021; Restricting the Sale or Use of Fireworks Within the City of Santa Fe and Prohibiting Other Fire Hazard Activities. (Geronimo Griego, Acting Fire Marshall: gggriego@santafenm.gov, 955-3310)

**Committee Review:**
Introduction: 05/26/21
Quality of Life Committee: 06/02/21
Governing Body: 06/09/21

d. CONSIDERATION OF RESOLUTION NO. 2021-__. (Councilor Rivera, Councilor Romero-Wirth, Councilor Vigil Coppler, and Councilor Villarreal)
A Resolution Proclaiming Severe or Extreme Drought Conditions Exist in the City of Santa Fe; Imposing Fire Restrictions July 11, 2021 to August 10, 2021; Restricting the Sale or Use of Fireworks Within the City of Santa Fe and Prohibiting Other Fire Hazard Activities. (Geronimo Griego, Acting Fire Marshall: gggriego@santafenm.gov, 955-3310)

**Committee Review:**
Introduction: 05/26/21
Quality of Life Committee: 06/02/21
Governing Body: 06/09/21

22. **ADJOURN**

City of Santa Fe

# AGENDA

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**THE GOVERNING BODY**
**JUNE 09, 2021**
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Pursuant to the Governing Body Procedural Rules, in the event any agenda items have not been considered prior to 11:30 p.m. and the Governing Body does not vote to extend the meeting, such items shall be postponed to a subsequent meeting, provided that the date, time and place of such meeting is specified at the time of postponement.

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

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

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## SPECIAL PROCEDURES FOR GOVERNING BODY MEETING

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City of Santa Fe

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**AFTERNOON SESSION - 4:00 P.M.**

1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

Councilor Cassutt-Sanchez

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

Councilor Lindell

4. **INVOCATION**

Councilor Romero-Wirth

5. **ROLL CALL**

6. **APPROVAL OF AGENDA**

7. **APPROVAL OF CONSENT CALENDAR**

8. **APPROVAL OF MINUTES**

   a. Regular Governing Body Meeting – May 12, 2021

9. **PRESENTATIONS**

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

Acting Community Health and Safety Director, krochoa@santafenm.gov, 955-6603) **INFORMATION ONLY**

b. International Dark Sky Presentation by Ruskin Hartley, Executive Director. (Regina Wheeler, PW Director, rawheeler@santafenm.gov) **INFORMATION ONLY**

10. **CONSENT CALENDAR**

a. CONSIDERATION OF RESOLUTION NO. 2021-__. (Councilor Villarreal)
A Resolution Withdrawing the City of Santa Fe as a Member of the Regional Coalition of LANL Communities (RCLC). (Jennifer Faubion, Council Liaison: jrfaubion@santafenm.gov, 955-6033)

**COMMITTEE REVIEW:**
Introduced: 03/31/21
Quality of Life Committee: 05/5/21
Finance Committee: 05/17/21
Governing Body: 05/26/21

b. Request for Approval of a Contract for the Santa Fe Business Incubator: A Renewal Contract for Small Business Development Services for the Economic Development Department. (Janice Krish, Economic Development Specialist: jakrish@santafenm.gov, 955-6915; Richard Brown, Director, Community & Economic Development: rdbrown@santafenm.gov, 995-6625)

**COMMITTEE REVIEW:**
Public Works/Utilities Committee: 05/11/2021
Finance Committee: 05/17/2021
Governing Body: 05/26/2021

c. Request for Approval of Amendment No. 1 to Contract # 20-0565 for the NM Suicide Intervention Project to Increase Safety Net Services for Virtual Suicide Prevention Services and Decrease Number of Youth Served by Navigation Services. (Elizabeth Peterson, Children and Youth Program Manager: empeterson@santafenm.gov, 505 470-3186)

**COMMITTEE REVIEW:**
Finance Committee: 05/17/2021

Quality of Life Committee: 05/19/2021
Governing Body: 05/26/2021

d. Request for Approval of Amendment No. 1 to Contract # 19-0592 for Interfaith Shelter to Extend the Term for One Year from 6/30/21 to 6/30/22. (Elizabeth Peterson, Children and Youth Program Manager: empeterson@santafenm.gov, 505-470-3186)

**COMMITTEE REVIEW**:
Finance Committee: 05/17/2021
Quality of Life Committee: 05/19/2021
Governing Body: 05/26/2021

e. Request for Approval of Amendment No. 1 to Contract # 19-0594 for New Mexico Immigrant Law Center to Extend the Term for One Year from 6/30/21 to 6/30/22. (Elizabeth Peterson, Children and Youth Program Manager: empeterson@santafenm.gov, 505-470-3186)

**COMMITTEE REVIEW**:
Finance Committee: 05/17/2021
Quality of Life Committee: 05/19/2021
Governing Body: 05/26/2021

f. Request for Approval of Amendment No. 1 to Contract # 20-0563 for Gerard's House to Add Safety Net Services of Grief Support Groups for Youth and Decrease Number of Youth Served by Navigation Services. (Elizabeth Peterson, Children and Youth Program Manager: empeterson@santafenm.gov, 505 470-3186)

**COMMITTEE REVIEW:**
Finance Committee: 05/17/2021
Quality of Life Committee: 05/19/2021
Governing Body: 05/26/2021

g. Request for Approval of a Change Order #1 to CIP #967 Aeriation Project Bid Number 1'20/17/B with RMCI Inc. for an Increase of $294,446.51. (Michael Dozier, Wastewater Management Division Director: mldozier@santafenm.gov, 955-4642)
   1. Request for Approval of Budget Amendment Resolution

**COMMITTEE REVIEW:**
Public Works and Utilities Committee: 05/11/2021
Finance Committee: 05/17/2021
Governing Body: 05/26/2021

h. Request for Approval of Amendment # 2 with Carollo Engineers, Inc. Professional Services Agreement 18-1065, to Provide Additional Construction Administration and Inspection Services to the Paseo Real Wastewater Treatment Plant Aeration System Improvements Project Detailed in the Attached Agreement in the Amount of $126,353.00 Exclusive of NMGRT. (Michael Dozier, Wastewater Management Division Director: mldozier@santafenm.gov, 955-4642)
**COMMITTEE REVIEW:**
Public Works and Utilities Committee: 05/11/2021
Finance Committee: 05/17/2021
Governing Body: 05/26/2021

i. Request for Approval of Exempt Procurement for Contract Amendment # 4 with Eric Blinman, Director of the NM Office of Archaeological Studies (OAS) to Provide Continued Service to the Water Division Construction Projects in the Amount of $100,000 Exclusive of NMGRT. (Brian Snyder, Water Division Engineering Manager: bksnyder@santafenm.gov, 955-4277)
**COMMITTEE REVIEW:**
Public Works and Utilities Committee: 05/11/2021
Finance Committee: 05/17/2021
Governing Body: 05/26/2021

j. Request for the Approval of Amendment #2 to Service Contract 20-0027 Extending the Term of the Agreement by One Year, from June 30, 2021 to June 20, 2022, and Increasing Compensation in the Amount of $500,000 to a Total Amount of $1,250,000 Plus NMGRT for HVAC, Mechanical, Plumbing and Electrical Services with B&D Industries, Inc. (Sam Burnett, Public Works Property Maintenance Manager: jsburnett@santafenm.gov, 955-5933)
**COMMITTEE REVIEW:**
Public Works and Utilities Committee: 05/11/2021
Finance Committee: 05/17/2021
Governing Body: 05/26/2021

k. Request for Approval of Written Findings of Fact and Conclusions of Law Reflecting the Decision by a Majority of Members of the Governing Body to Grant Appeal #2021-3393-APPL, Reverse the Historic District Review Board's Decision in Case #2021-3111-HDRB, and Approve the Application from James and Jay Heneghan to Construct a New Single-Story Residence at 314 North Guadalupe Street. (Erin K. McSherry, City Attorney: ekmcsherry@santafenm.gov, 955-6512)

**COMMITTEE REVIEW:**
Governing Body: 05/26/2021

l. Request for Approval of the Road Transfer Agreement between NMDOT and the City of Santa Fe that Transfers Road Maintenance Responsibilities for Segments of Cerrillos Road, St. Michaels Drive and Old Pecos Trail to the City of Santa Fe. (Javier Rosado, PW Engineering Division Director: jhrosado@santafenm.gov, 955-6638).

**COMMITTEE REVIEW:**
Finance Committee: 05/03/2021
Public Works & Utilities Committee: 05/11/2021
Governing Body: 05/26/2021

11. **DISCUSSION/ACTION ITEMS**

a. Request for Approval of a Budget Adjustment Resolution to execute the use of the $300,000 Grant from the New Mexico Tourism Department per agreement 21-0211 to Support the Restart of the Group Business that Uses the Convention Center, Pursuant to SFCC 1987, Section 2-4.6(B). (Randy Randall, Executive Director, Tourism Santa Fe: rrandall@santafenm.gov, 955-6209)

**COMMITTEE REVIEW:**
Governing Body: 05/26/2021

b. Approval of a Lighting Design for the Conversion of Streetlights in the City to LEDs to be Incorporated into the City's Global Management Performance Contract with Dalkia Energy Solutions, LLC, Contract #3202498, and the Streetlight Conversion Contract with the Public Service Company of New Mexico (PNM), Contract #3202499, as Applicable to Each Contract. (Regina Wheeler, PW Director, rawheeler@santafenm.gov)

c. Request for the Approval of a Memorandum of Agreement between the City of Santa Fe and the New Mexico Department of Cultural Affairs for the Undergrounding of Utilities, Alteration of an Electric Transformer, the Use and Demolition of the Train Depot Shed, and Landscaping of the Demolished Shed Area. (Sam Burnett, Public Works Property Maintenance Manager: jsburnette@santafenm.gov, 505-795-2491)

d. 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)

**COMMITTEE REVIEW:**
Public Works and Utilities Committee: 05/24/2021
Governing Body: 05/26/2021

e. CONSIDERATION OF RESOLUTION NO. 2021-__. (Mayor Webber)
A Resolution Extending the State of Emergency as Proclaimed by the Mayor on May 24, 2021 by Forty-Seven (47) Days, Expiring at Noon on July 12, 2021, Pursuant to Section 20-1.3(C) SFCC 1987. (Erin K. McSherry, City Attorney: ekmcsherry@santafenm.gov, 955-6961)

12. **MIDTOWN OVERVIEW**

a. Midtown Planning & Development Bi-Weekly Report, by Office of Economic Development Department. (Rich Brown, Director, Community & Economic Development Department: rdbrown@santafenm.gov) **INFORMATION ONLY**

Progress Report: Update

Presenter: Daniel Hernandez, Proyecto, Midtown Redevelopment Project Manager

13. **MATTERS FROM THE CITY MANAGER**

14. **MATTERS FROM THE CITY ATTORNEY**

15. **MATTERS FROM THE CITY CLERK**

16. **COMMUNICATIONS FROM THE GOVERNING BODY**

    a. Legislative Introductions

**EVENING SESSION - 6:00 P.M.**

17. **ROLL CALL**

18. **PETITIONS FROM THE FLOOR**

19. **APPOINTMENTS**

20. **PUBLIC HEARINGS**

21. **ADJOURN**

22. **UPCOMING PUBLIC HEARINGS**

    a. **Meeting Date – June 9, 2021**

    CONSIDERATION OF BILL NO. 2021-11. ADOPTION OF ORDINANCE 2021-____. (Councilor Garcia and Councilor Lindell)
    An Ordinance Regarding the Independent Salary Commission; Amending Section 6-19.3 SFCC 1987 To Reassign the Authority to Appoint the, Members of the Commission to the Ethics and Campaign Review Board and to Reassign the Authority to Appoint the Commission's Chairperson to the Commission's Members; and Amending Section 6-16.2 SFCC to Add the Duty of Appointing the Independent Salary Commission Members to the Ethics And Campaign Review Board's Powers and Duties. (Jesse Guillen, Legislative Liaison: jbguillen@santafenm.gov, 955-6518)

    **COMMITTEE REVIEW:**
    Governing Body (Introduced): 04/14/21
    Quality of Life Committee: 04/21/21
    Public Works and Utilities Committee: 04/26/21
    Finance Committee: 05/3/21
    Governing Body (Request to Publish): 05/12/21
    Governing Body (Public Hearing): 06/09/21

    Publication Date – May 20, 2021

CONSIDERATION OF BILL NO. 2021-13. ADOPTION OF ORDINANCE 2021-____. (Councilor Abeyta, Councilor Lindell, and Councilor Rivera)
An Ordinance Amending Subsection 14-3.7(F), Notes 15 and 16 of Table 14-7.2-1, and Subsection 14-9.6(B) to Allow the Minimum Lot Size to be 1.25 Acres for a Lot Created Through an Inheritance or Family Transfer Subdivision and that Results in Only One Additional Lot; Amending Subsection 14-7.2(B) to Require Rounding Down of the Calculation of Maximum Number of Dwelling Units for a Family Transfer Subdivision Where Neither Public Sewer nor Public Water are Available; and Amending Subsection 14-9.6(A) to Require Proof of Adequate Septic and Well Assurances Prior to the Approval of an Inheritance or Family Transfer Subdivision that Lacks Public Sewer and Water. (Eli Isaacson, Planning and Land Use Director: esisaacson@santafenm.gov, 955-6830)

**Committee Review:**
Introduced: 03/31/21
Planning Commission: 05/6/21
Public Works and Utilities Committee: 05/11/21
Governing Body (Request to Publish): 05/12/21
Governing Body (Public Hearing): 06/9/21

Publication Date – May 20, 2021

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

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

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

**SUMMARY INDEX**
**Governing Body**
**May 26, 2021**


| ITEM | ACTION | PAGE |
|---|---|---|
| 1. Call to Order | Convened at 4:06 p.m. | 1 |
| 2. Pledge of Allegiance | Led by Councilor Cassutt-Sanchez | 1 |
| 3. Salute to the State Flag | Led by Councilor Lindell | 1 |
| 4. Invocation | Led by Councilor Romero-Wirth | 1 |
| 5. Roll Call | Quorum Present | 1-2 |
| 6. Approval of Agenda | Approved as amended | 2-4 |
| 7. Approval of Consent Calendar | Approved as amended | 4-5 |
| 8. Approval of Minutes | | |
| a) Regular Meeting on May 12, 2021 | Approved | 5 |
| 9. Presentations | | |
| a) COVID-19 Update | Presented | 5-6 |
| b) International Dark Sky | Presented | 6-9 |
| 10. Consent Calendar | Listed | 9-16 |
| a) Withdrawal from RCLC | Approved | 9-10 |
| m) Roads Transfer | Approved | 14-16 |
| 11. Discussion/Action Items | | |
| a) State Tourism Grant BAR | Approved | 16-17 |
| b) NMDCA MOA for Utility Changes | Approved | 17-18 |
| c) Kiwanis PSA for July 4th Event | Approved | 18-20 |
| d) Emergency Extension to July 12 | Approved | 20 |
| 12. Midtown Overview | Presentation | 39-40 |
| 13. Matters from the City Manager | Recommended closed session | 40 |
| 14. Matters from the City Attorney | Recommendation | 40 |
| 15. Matters from the City Clerk | Comments | 40 |
| 16. Communications from Governing Body | Communicated | 40-42 |
| a) Legislative Introductions | | |
| Evening Session | Began at 7:00 | 21 |
| 17. Roll Call | Quorum Present | 21 |
| 18. Petitions from the Floor | Petitions made | 22 |
| 19. Appointments | None | 22 |
| 20. Public Hearings | | |
| a) Streetlight LED Conversion Design | Approved | 22-39 |
| 21. Adjournment | Adjourned at 11:09 pm | 42 |

**Minutes of the**
**Regular Meeting of the Governing Body**
**Wednesday, May 26, 2021**
**Virtual Meeting**

## 1. CALL TO ORDER

A regular meeting of the Governing Body of the City of Santa Fe, New Mexico, was called to order by Mayor Alan Webber, on Wednesday, May 26, 2021, at approximately 4:02 p.m., at the Council Chambers at City Hall, 200 Lincoln Avenue, Santa Fe, New Mexico as a virtual meeting.

## 2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Councilor Cassutt-Sanchez.

## 3. SALUTE TO THE NEW MEXICO FLAG

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

## 4. INVOCATION

The Invocation was led by Councilor Romero-Wirth.

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

## 5. ROLL CALL

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

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

Councilor Renee D. Villarreal

Members Excused

Other Participants Attending Remotely
Jarel LaPan Hill, City Manager
Erin McSherry, City Attorney
Kristine Bustos-Mihelcic, City Clerk
Kyra Ochoa, Acting Community Health and Safety Director
Jesse Roach, Water Division Director
Alexandra Ladd, Affordable Housing Director
Sally Paez, Assistant City Attorney
Elias Isaacson, Land Use Director
Jesse Guillen, Legislative Liaison
Michael Dozier, Wastewater Management Division Director
Rich Brown, Economic Development Director
Jennifer Faubion, Council Liaison
Randy Randall, TSF Director
Regina Wheeler, Public Works Director
Sam Burnett, Public Works Property Maintenance Manager
Melissa McDonald, Acting Parks Division Director
Carl Boaz, Council Stenographer

## 6. APPROVAL OF AGENDA

**MOTION: Councilor Garcia moved, seconded by Councilor Vigil Coppler, to remove item 20-a (the Public Hearing on Streetlight Conversion) from the agenda.**

**Discussion on the Motion:**

Councilor Garcia explained that in reviewing the City's rules and procedure, it said no item that was not gone through the Committee process should be placed on the agenda unless it falls under uncommon circumstances or in the case of an emergency. He saw no special circumstance or emergency for this item and recommended it go back to the three committees for full vetting and approval first.

Ms. McSherry pointed out this item is part of a schedule the Governing Body allowed with the adoption of the contract which is a special circumstance. It is specific to timely matters that come before the Governing Body. Secondly, this matter was already before the Governing Body because there was a prior plan and an attached contract. This was essentially anticipating a future contract amendment for a contract that has been to all the committees.

Director Wheeler said she thought that was what the motion was at the last hearing to have it return to the Governing Body for approval of the design. That is exactly what was said and exactly what she had done in exactly the time frame that was directed. There is also significant financial constraint and a time constraint, which if not followed, we would not have enough money allocated for it.

Councilor Garcia asked if we have reached out to our lender, Sterling Bank to see if they are flexible on the timeline, given that we have not approved the plan. That was part of the whole agreement coupled with the legislation on arrangement with Sterling Bank which documents were not provided to the Governing Body. Also, one item that was provided to the Governing Body which was the full equipment list to be purchased in the agreement and there was no mention that the additional information was provided. That was very impactful and somewhat unethical.

Mayor Webber didn't understand how that was unethical and asked him to explain.

Councilor Garcia explained when the Governing Body reviewed the Sterling ordinance for the committee process, there was exhibit information containing brief information about the equipment that would be purchased through that lending agreement. Exhibit A-1 and Exhibit A-2 - one had what he would call a very draft plan and the other was blank. But by the time it came to the Governing Body, it was a completely different plan. The revised exhibit information was not provided to the Governing Body. To have that not brought to our attention was what was not ethical. Most Councilors probably did not read that. They were not given the information on the lease agreements that we told the lender.

Mayor Webber asked if he was saying providing additional information was an ethical lapse.

Councilor Garcia said it was. The information was not there for the committees. There was not a list committing us to provide that and now are committed to purchase.

Ms. McSherry looked at the specific motion and it was to bring it back to the Governing Body. She also cautioned the Councilors about making derogatory comments about Staff.

Councilor Vigil Coppler said very often we have items presented to us with information incomplete or no information. This agenda item is one of those. There have been many changes along the course of this item and what we discussed in the past is not before us today. It deserves another go around with the present information. We have a presentation scheduled tonight. This is much different than what she understood it was. It will impact the City for many years to come. So we need to discuss it further.

Councilor Abeyta didn't disagree with what has been said but he wanted to hear from the public. We could have an option to postpone. The committees usually are not public hearings so the public will know exactly where we are on it.

Councilor Villarreal concurred with Councilor Abeyta. She had specifically asked for this to be a public hearing because she wanted to hear from the public and have Staff work to get more information. Taking it off the agenda does not help us. We can bring up the matters with it kept on the agenda.

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

**For:** Councilor Garcia.

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

**MOTION:** **Councilor Romero-Wirth moved, seconded by Councilor Cassutt, to approve the agenda as presented.**

**Discussion on the Motion:**

Councilor Vigil Coppler noticed when she reviewed the agenda late last night, that the Public Works Action Sheet was missing from the exhibits for b, d, e, h, and l. But Quality of Life and Finance Committees were held much after the Public Works Committee. She added that this wasn't the first time. It keeps happening and was left off those six items. Item 12 was not in PrimeGov until this morning. Some of us have different ways to study the agenda. She didn't know why they are so late, and it was getting annoying. It is not good business for our preparation and not a good service to the public when they are not there. She brought it up previously regarding Midtown. If something is not ready, it should not be on the agenda. The City Manager needs to review it to make sure everything is ready.

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

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

**Against:** None.

## 7. APPROVAL OF CONSENT CALENDAR

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

Councilor Villarreal pulled item 10(a) for discussion.

**MOTION:** **Councilor Romero-Wirth moved, seconded by Councilor Vigil Coppler, to approve the Consent Calendar as amended with items (a) and (l) removed for discussion.**

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

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

**Against:** None.

## 8. APPROVAL OF MINUTES

a. Regular Governing Body Meeting of May 12, 2021

**MOTION:** **Councilor Lindell moved, seconded by Councilor Cassutt, to approve the minutes from May 12, 2021 as presented.**

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

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

**Against:** None.

b. **PRESENTATIONS**

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

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

Director Ochoa said we may see younger people get vaccinated. Their infection rate is increasing. DOH encouraged further testing among unvaccinated. The Fire Department is still delivering vaccines to the homebound and are reaching out to those with mobility issues to see if they

need vaccinations, using the DOH database. She gave a big shout out to Fire and Police teams and Chainbreaker for their efforts. The event at the Southside Library was a huge success. They provided 323 vaccinations including 211 for those under 18 and 70 were walk-ups. Thanks to Councilor Rivera and Councilor Abeyta for their support and presence. A follow up will be done at the Southside Library on June 12. The County is still vaccinating at Fairgrounds.

She is submitting the COVID Report at the second Governing Body meeting of each month.

Councilor Vigil Coppler referred to page 1 of the report where she did not understand the info dispatch time. 'Chief Padilla explained that for the COVID reporting period, when there were no calls, it is zero, zero.

Councilor Vigil Coppler understood this one was for 5/5 to 5/18.

Chief Padilla agreed that was the period of this report. During the whole reporting period, we listed repeat calls at particular locations.

Councilor Rivera asked Chief Babcock, after seeing numbers for COVID, that the Fire Department responded to 55 calls and only two were for transport and none were for COVID, how those calls were related to COVID.

Chief Babcock said it includes any types of symptoms that were like COVID. We still get transit requests from airport but that is not related.

Councilor Rivera asked if it meant they come in as possibly COVID related and then were determined not to be related.

Chief Babcock agreed that was correct.

b. International Dark Sky Presentation by Ruskin Hartley, Executive Director. (Regina Wheeler, PW Director, rawheeler@santafenm.gov) **INFORMATION ONLY**

Director Wheeler introduced Mr. Ruskin Harley to speak on Dark Skies.

Mr. Hartley shared his screen and said Dark Skies is what New Mexico stands for in the Land of Enchantment. He showed a satellite photo of light spots and commented on what climate change has done. There is no analog with climate change. He asked why we should spend time on this issue and answered that light pollution impacts our heritage, wildlife, climate change and others. Light pollution is a global issue but is also a local issue. Glaring lights make it hard to see at night.

He shared Five Principles for Responsible Outdoor Lighting and commented briefly on them. Responsible use it to put light where you need it, when you need it and with just enough but no more.

He spoke briefly about Tucson's conversion to LEDs producing a 63% reduction in lumens. Sky Glow was down 8%. 20,000 lights were converted from HPS to LED with two goals – reduce costs and preserve astronomy there.

He then compared it with Chelan, Washington, a smaller community where LEDs were 3000/4000K with full cut off. It provided a 50% reduction, but sky glow was up 60%.

He commented on the spectrum variation and ecological impacts. Blue light gives a disproportionate impact on the nighttime environment, exacerbates skyglow and his organization (IDA) recommends they limit blue to what is needed and use 2200Kelvin (amber), filtered where possible, to keep total emissions as low as possible.

He said Santa Fe needs a lighting policy, with public lighting conforming with policy, with community support and demonstration projects. Then a light Pollution Monitoring Program is needed on a multi-year journey. He shared their recommendations in more detail and entertained questions.

Mayor Webber revisited his email exchange with Mr. Hartley when he had claimed that any Kelvin over 2000 was unacceptable. Mr. Hartley said that claim is not supported by IDA recommendations. There is strong emphasis on the IDA website for 2,200 Kelvin lights.

Mr. Hartley agreed. That is just one of the variables. Time and time again, cities replace with 3000K. But it depends. 3000K has 16% blue light and 2,200 is about half of that. There are other variables, and it is important to consider the reasons.

Mayor Webber asked what led to the glow reduction in Tucson but not in Chelan.

Mr. Hartley said they chose the right fixtures for best addressing their needs.

Councilor Garcia asked how the first principle relates to the other four principles.

Mr. Hartley said, once the decision is made for Dark Skies, the other principles help to work out choices in the design to address it.

Councilor Garcia noted the problems with the Washington community were that they did not save as much energy as expected. Santa Fe is kind of in the same boat as they were. He asked what Mr. Hartley had in recommendations for Santa Fe.

Mr. Hartley said he didn't know Santa Fe like he knew the situation in California.

Councilor Garcia recalled he said the International Dark Sky guidelines are under review and trying to bring them into alignment with IDA policy including the value centered approach. He asked for more information on that.

Mr. Hartley said more and more communities were putting in 3000K LEDs and just increasing the light pollution. So with the new technology, they needed to have a new approach that would reduce light pollution. So they are working on newer guidance to bring them into alignment with what they have learned that meet the goal for 2022.

Councilor Garcia thanked him so much for providing explanations. He invited Mr. Hartley to return when the streetlighting is completed.

Councilor Cassutt thanked him also and asked about the 3000K cutoff strategy and what difference there is with 4000K.

Mr. Hartley said it would produce different outcomes, depending on how the variables are mixed. In some places where 4000K LEDs were installed, the people just didn't like the way it looked.

Councilor Cassutt understood him to say there was energy savings as well as ecological benefit from using 2200K lights.

Mr. Hartley emphasized the need to have good engineering to determine the right number of lights to be installed.

Councilor Cassutt asked if Santa Fe really needed the number proposed.

Mr. Hartley said a good way is to go where there is a question and consider how much is really needed in that location instead of just establishing a general policy for the whole city.

Councilor Cassutt thanked him for clarifying things.

Councilor Romero-Wirth thanked Mr. Hartley for his expertise, for sharing that by email over the last 3 months on this. She asked him to clarify – Flagstaff is a city be a dark sky city without any LED lighting.

Mr. Hartley agreed and shared a short version of the city's history.

Councilor Romero-Wirth reasoned that there are other designations for Dark Sky.

Mr. Hartley agreed. He explained that a city does not have to be nominated but can apply to be a dark sky city.

Councilor Romero-Wirth asked if his organization was the only one doing certifications.

Mr. Hartley said they are the best known and they have members around the world and best known in the US.

Councilor Romero-Wirth asked how many of the twenty-five who have achieved accreditation also have observatories to make sure they are doing something of value.

Mr. Hartley replied that they all are doing something of high value.

Councilor Romero-Wirth said Santa Fe clearly wants to protect our dark skies, but we have no observatory.

Mr. Hartley assured her that not all of them have observatories. They value the dark skies.

Councilor Romero-Wirth confirmed that he recommended independent engineers.

10. **CONSENT CALENDAR**

a. CONSIDERATION OF RESOLUTION NO. 2021-28. (Councilor Villarreal)
A Resolution Withdrawing the City of Santa Fe as a Member of the Regional Coalition of LANL Communities (RCLC). (Jennifer Faubion, Council Liaison: jrfaubion@santafenm.gov, 955-6033)
**COMMITTEE REVIEW:**
Introduced: 03/31/21
Quality of Life Committee: 05/5/21
Finance Committee: 05/17/21
Governing Body: 05/26/21

Councilor Villarreal pulled this item for discussion.

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

Councilor Villarreal thanked various people who were advocates for leaving the coalition and for getting relevant statistics. She also thanked City Staff who helped. The RCLC Board voted unanimously last week to wind down the Coalition with actions toward dissolution. They still need to pay bills with what is left in the budget. And the decision be considered by DFA. That was why she wanted us to still approve this while it is still going on.

**MOTION: Councilor Villarreal moved, seconded by Councilor Cassutt, to approve the resolution to withdraw from the RCLC Coalition.**

**Discussion on the Motion:**

Councilor Vigil Coppler asked Councilor Villarreal if with this, we are asking for the dues we just paid to be refunded.

Councilor Villarreal said that was in the resolution. She believed they must go through the process of paying bills to determine what can be refunded. Councilor Garcia – correct. >>

Councilor Vigil Coppler understood what was left would be refunded. If we don't get our $10k back, are we committed to go after it?

Ms. McSherry – the resolution would call for us to ask for the dues back if the resolution passes. Resolution was to recommend dissolution at the appropriate time. Just a request and not forcing that.

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

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

**Against:** None.

b. Request for Approval of a Contract for the Santa Fe Business Incubator: A Renewal Contract for Small Business Development Services for the Economic Development Department. (Janice Krish, Economic Development Specialist: jakrish@santafenm.gov, 955-6915; Richard Brown, Director, Community & Economic Development: rdbrown@santafenm.gov, 995-6625)
**COMMITTEE REVIEW:**
Public Works/Utilities Committee: 05/11/2021

Finance Committee: 05/17/2021
Governing Body: 05/26/2021

c. Request for Approval of Amendment No. 1 to Contract # 20-0565 for the NM Suicide Intervention Project to Increase Safety Net Services for Virtual Suicide Prevention Services and Decrease Number of Youth Served by Navigation Services. (Elizabeth Peterson, Children and Youth Program Manager: empeterson@santafenm.gov, 505 470-3186)
**COMMITTEE REVIEW:**
Finance Committee: 05/17/2021
Quality of Life Committee: 05/19/2021
Governing Body: 05/26/2021

d. Request for Approval of Amendment No. 1 to Contract # 19-0592 for Interfaith Shelter to Extend the Term for One Year from 6/30/21 to 6/30/22. (Elizabeth Peterson, Children and Youth Program Manager: empeterson@santafenm.gov, 505-470-3186)
**COMMITTEE REVIEW**:
Finance Committee: 05/17/2021
Quality of Life Committee: 05/19/2021
Governing Body: 05/26/2021

e. Request for Approval of Amendment No. 1 to Contract # 19-0594 for New Mexico Immigrant Law Center to Extend the Term for One Year from 6/30/21 to 6/30/22. (Elizabeth Peterson, Children and Youth Program Manager: empeterson@santafenm.gov, 505-470-3186)
**COMMITTEE REVIEW**:
Finance Committee: 05/17/2021
Quality of Life Committee: 05/19/2021
Governing Body: 05/26/2021

f. Request for Approval of Amendment No. 1 to Contract # 20-0563 for Gerard's House to Add Safety Net Services of Grief Support Groups for Youth and Decrease Number of Youth Served by Navigation Services. (Elizabeth Peterson, Children and Youth Program Manager: empeterson@santafenm.gov, 505 470-3186)
**COMMITTEE REVIEW:**
Finance Committee: 05/17/2021
Quality of Life Committee: 05/19/2021
Governing Body: 05/26/2021

g. Request for Approval of a Change Order #1 to CIP #967 Aeriation Project Bid Number 1'20/17/B with RMCI Inc. for an Increase of $294,446.51. (Michael Dozier, Wastewater Management Division Director: mldozier@santafenm.gov, 955-4642)

1. Request for Approval of Budget Amendment Resolution

**COMMITTEE REVIEW:**

Public Works and Utilities Committee: 05/11/2021
Finance Committee: 05/17/2021
Governing Body: 05/26/2021

h. Request for Approval of Amendment # 2 with Carollo Engineers, Inc. Professional Services Agreement 18-1065, to Provide Additional Construction Administration and Inspection Services to the Paseo Real Wastewater Treatment Plant Aeration System Improvements Project Detailed in the Attached Agreement in the Amount of $126,353.00 Exclusive of NMGRT. (Michael Dozier, Wastewater Management Division Director: mldozier@santafenm.gov, 955-4642)

**COMMITTEE REVIEW:**

Public Works and Utilities Committee: 05/11/2021
Finance Committee: 05/17/2021
Governing Body: 05/26/2021

i. Request for Approval of Exempt Procurement for Contract Amendment # 4 with Eric Blinman, Director of the NM Office of Archaeological Studies (OAS) to Provide Continued Service to the Water Division Construction Projects in the Amount of $100,000 Exclusive of NMGRT. (Brian Snyder, Water Division Engineering Manager: bksnyder@santafenm.gov, 955-4277)

j. **COMMITTEE REVIEW:**

Public Works and Utilities Committee: 05/11/2021
Finance Committee: 05/17/2021
Governing Body: 05/26/2021

k. Request for the Approval of Amendment #2 to Service Contract 20-0027 Extending the Term of the Agreement by One Year, from June 30, 2021 to June 20, 2022, and Increasing Compensation in the Amount of $500,000 to a Total Amount of $1,250,000 Plus NMGRT for HVAC, Mechanical, Plumbing and Electrical Services with B&D Industries, Inc. (Sam Burnett, Public Works Property Maintenance Manager: jsburnett@santafenm.gov, 955-5933)

**COMMITTEE REVIEW:**

Public Works and Utilities Committee: 05/11/2021

Finance Committee: 05/17/2021
Governing Body: 05/26/2021

l. Request for Approval of Written Findings of Fact and Conclusions of Law Reflecting the Decision by most Members of the Governing Body to Grant Appeal #2021-3393-APPL, Reverse the Historic District Review Board's Decision in Case #2021-3111-HDRB, and Approve the Application from James and Jay Heneghan to Construct a New Single-Story Residence at 314 North Guadalupe Street. (Erin K. McSherry, City Attorney: ekmcsherry@santafenm.gov, 955-6512)

**COMMITTEE REVIEW:**

Governing Body: 05/26/2021

m. Request for Approval of the Road Transfer Agreement between NMDOT and the City of Santa Fe that Transfers Road Maintenance Responsibilities for Segments of Cerrillos Road, St. Michaels Drive and Old Pecos Trail to the City of Santa Fe. (Javier Rosado, PW Engineering Division Director: jhrosado@santafenm.gov, 955-6638).

**COMMITTEE REVIEW:**

Finance Committee: 05/03/2021
Public Works & Utilities Committee: 05/11/2021
Governing Body: 05/26/2021

Councilor Vigil Coppler pulled this item for discussion.

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

Councilor Vigil Coppler loved us taking the roads but not without money from DOT. Page 2 of 42 of the actual agreement states that these are city priority 1 streets and maintenance costs would go up 50% and equipment would need to be purchased for the budget. But the equipment is not in the budget. All of that, means the City will be responsible. Many constituents called her about this unfunded mandate.

Originally, there was money from DOT to be coming, but not now. DOT refuses to fix a problem at the Airport and Cerrillos intersection.

The Old Pecos Trail ramps and drainage needs repair, and we will get reimbursed by DOT. She asked for a schedule on that.

She also saw this as an unfunded mandate. Things are turned over with no money, no equipment, no staff. She mentioned other things we must spend

money on. She saw no value on this right now. These are big roads to maintain. Are we getting any money from somewhere for this?

Director Wheeler and Javier Rosado were present.

Mr. Rosado had asked John Romero to come and speak to it.

John Romero said she had good questions. He apologized if he repeated what the Governing Body has heard already. Since 1989 when DOT constructed the 599 by-pass, a deal was struck but with different terms. The City was to take over roads and the City took over a great many of them, Agua Fria, Old Pecos Trail, Cerrillos Road and St. Francis Drive were delayed to a later date. DOT agreed to improvements which they did. We were negotiating with DOT when he was still at the City. They wanted to transfer to the City as is. But Old Pecos Trail was in poor shape. They had ignored routine maintenance on it. So the DOT was persuaded to help. In the agreement was reconstruction of Cerrillos Road. They have helped quite well and given money to it. The City managed the work including inspections. The State had dedicated staff as project managers and satisfied the Federal Highway Administration. Some was accomplished with consultants. We asked them to do the last segment, but DOT was not willing. Under the new administration, they were more agreeable. DOT is doing all project management, but the City is 100% doing the design work. That was a major win in the negotiation. So there was not much left from the 1989 agreement. DOT agreed to fix the bump on Airport Road and offered to do more, if needed.

Councilor Vigil Coppler asked about drainage and ramp on Old Pecos Trail.

Mr. Romero said the City is better suited to do those smaller projects. It is done as design/build. If the State did it, we would be required to do full set of construction drawings. He told DOT that the City could do it.

Councilor Vigil Coppler thought 599 was mostly in the County and wondered how that was a City deal.

Mr. Romero said 599 is within the City limits. Even before the big annexation. The question was how the bypass would affect the City. All those roads were regional roads.

Councilor Vigil Coppler asked what the benefit is to the City.
Mr. Romero added that the transfer agreement includes some things were previously agreed to. This transfer is in the best interest of the City. In the 1989 agreement, it said the State would try to help fund it. It is not City vs State but to verify the 1989 agreement.

Councilor Rivera noted one of the big complaints we continue to get is on the main roads after a snow fall not getting immediate attention. He asked if Mr. Romero was familiar with scheduling on how they are prioritized.

Mr. Romero pointed out that the City's high priority is the State's low priority. The National Highway System takes priority for DOT.

Councilor Romero-Wirth understood the streetlights we will now be controlled by the City.

Director Wheeler agreed. The City already manages them but now we will not be bound by the State's higher Kelvin level.

Councilor Vigil Coppler asked what impacts there were in taking over those roads. She recalled Director Wheeler saying the impact was $5 million.

Director Wheeler said that is for city-wide road maintenance. The City will have a crew and $500,000 for equipment in the capital budget. Lots of asphalt will be added to our roads index.

Councilor Vigil Coppler understood the bump would be fixed at state expense.

Mr. Romero agreed.

Mayor Webber remembered the change in state administration, and the advice not to take them over until we got a partner. Mr. Romero's hand in that was absolutely instrumental to get roads in good condition and not having to repair them right away. He deserves a huge debt of gratitude for that. Also, in addition to snowstorm clean up, for the City to oversee our own dusting, it makes sense to take on the main roads.

Councilor Lindell praised Mr. Romero for being so gracious and civic minded to come and talk with the Governing Body by giving his time tonight. It was great to see you, John.

**MOTION:** **Councilor Romero-Wirth moved, seconded by Councilor Lindell, to approve the roads transfer agreement with NMDOT as presented.**

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

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

**Against:** None.

Councilor Villarreal and Mayor Weber also thanked Mr. Romero for coming to this meeting.

11. **DISCUSSION/ACTION ITEMS**

a. Request for Approval of a Budget Adjustment Resolution to execute the use of the $300,000 Grant from the New Mexico Tourism Department per agreement 21-0211 to Support the Restart of the Group Business that Uses the Convention Center, Pursuant to SFCC 1987, Section 2-4.6(B). (Randy Randall, Executive Director, Tourism Santa Fe: rrandall@santafenm.gov, 955-6209)

**COMMITTEE REVIEW:**

Governing Body: 05/26/2021

Ms. Bustos-Mihelcic read the caption for this item. Mr. Randall was present.

**MOTION: Councilor Abeyta moved, seconded by Councilor Lindell, to approve the requested use of the Tourism Grant as presented.**

**Discussion on the Motion:**

Councilor Villarreal was curious why this did not go to the Finance Committee.

Mr. Randall said the actual ratification came at the last Council meeting and he was advised to come to the next Governing Body meeting for approval on how the funds would be used.

Councilor Villarreal noticed it said this was ratified in 2020. She didn't recall that.

Mr. Randall explained it had to be a typo. This was ratified at the last Governing Body meeting.

Councilor Villarreal asked for clarification in the memo about a certification body.

Mr. Randall explained that is a requirement of the grant to get the certification. The Department of Tourism required it. It is a nationally recognized certification and the $1,000 for certification cost will come from the grant. It concerns the quality of the Convention Center facility related to air quality.

Councilor Villarreal asked if this would add shows to attend.

Mr. Randall agreed. It will also allow staff members to attend four consumer shows in cities that he identified.

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

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

**Against:** None.

b. Request for the Approval of a Memorandum of Agreement between the City of Santa Fe and the New Mexico Department of Cultural Affairs for the Undergrounding of Utilities, Alteration of an Electric Transformer, the Use and Demolition of the Train Depot Shed, and Landscaping of the Demolished Shed Area. (Sam Burnett, Public Works Property Maintenance Manager: jsburnette@santafenm.gov, 505-795-2491)
**COMMITTEE REVIEW:**
Governing Body: 05/26/2021

Ms. Bustos-Mihelcic read the caption. Mr. Burnett and Nick Schiavo were present.

**MOTION:** **Councilor Lindell moved, seconded by Councilor Romero-Wirth, to approve the MOA with State DCA as presented.**

**Discussion on the Motion:**

Councilor Vigil Coppler asked what real costs to the City are expected.

Mr. Burnett said the cost per quote from B & D is $62,000 and will be split with DCA. The improvement is concurrent with remodeling of the train depot and modernizing the wiring system. We will benefit from it as will DCA.

Councilor Vigil Coppler thought the diagram seemed to show it going through a parking lot, so she asked if discussions happened with the owner.

Mr. Burnett agreed, and we have an easement for it.

Councilor Vigil Coppler figured the construction will disrupt their business so are you sharing the construction schedule with them on it.

Mr. Burnett agreed. The back gate opening is open now and we will regularly communicate with Tomasitas as it impacts their operation.

Mayor Webber welcomed Peter Ives to the meeting.

Councilor Villarreal also welcomed Nick Schiavo and Peter Ives back.

Councilor Villarreal asked about the delay on this to understand what caused it.

Mr. Burnett explained that because of the nature of an intergovernmental agreement, there were many revisions, and the final revision finally came at 6:30 last night. It was important to move on it and get a contractor in without disrupting work at the Vladem Museum. He apologized for the inconvenience.

Councilor Villarreal understood the train shed housed equipment.

Mr. Burnett said it is being used as construction administration for work at Vladem. So delaying that part of the project is for exchanging the cost of demolishing the shed.

Councilor Villarreal knew the City has had lots of unwarranted activities there and trash accumulating. So having someone physically there with a temporary office will help.

Mr. Burnett agreed and that will dissuade that unwanted activity there.

Councilor Ives said what a delight it was to see everyone and seeing Mr. Romero was an additional treat.

Mr. Schiavo wished he had spoken first since it is always hard to follow Councilor Ives.

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

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

**Against:** None.

c. 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)

**COMMITTEE REVIEW:**

Public Works and Utilities Committee: 05/24/2021
Governing Body: 05/26/2021

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

**MOTION: Councilor Lindell moved, seconded by Councilor Abeyta, to approve the PSA with the Kiwanis Club of Santa Fe as presented.**

**Discussion on the Motion:**

Councilor Villarreal asked what the City has contributed in the past.

Director McDonald said last year was $41,000. It increases every year because of insurance and overhead.

Councilor Villarreal noted the City usually does this per year but here we are doing a four-year agreement. She asked if each year would be a new quote.

Director McDonald agreed.

Councilor Villarreal asked about more details on the budget.

Director McDonald referred to page 14 for the budget details. The agreement is split between two fiscal years since it finishes on July 4.

Councilor Villarreal asked how the resolution allows fireworks on July 4.

Director McDonald said the City can do group fireworks, so people won't do fireworks in their yard.

Councilor Rivera said they hoped residents would attend a controlled fireworks programs instead of shooting their own fireworks.

Councilor Villarreal asked if people will be allowed out of their cars.

Director McDonald agreed if we can do it.

Councilor Vigil Coppler emphasized the importance of continuing dialogue with the Adé Community so their concerns are addressed. Police and Kiwanis do coordinate it and it takes time to get that done.

Councilor Rivera thanked the Boys & Girls Club for their past productions at Santa Fe High. Nava Adé has done a great job each year with this celebration with controlled activities. He appreciated Kiwanis and B&G Club for all their work too.

Councilor Cassutt knew a neighborhood near Santa Fe Place Mall is greatly impacted. We should also reach out to that neighborhood on how to prepare for it to be safe and contained.

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

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

**Against:** None.

d. CONSIDERATION OF RESOLUTION NO. 2021-29. (Mayor Webber)
A Resolution Extending the State of Emergency as Proclaimed by the Mayor on May 24, 2021 by Forty-Seven (47) Days, Expiring at Noon on July 12, 2021, Pursuant to Section 20-1.3(C) SFCC 1987. (Erin K. McSherry, City Attorney: ekmcsherry@santafenm.gov, 955-6961)
**COMMITTEE REVIEW:**
Governing Body: 05/26/2021

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

**MOTION:** **Councilor Romero-Wirth moved, seconded by Councilor Lindell, to approve the resolution to extend the State of Emergency to July 12, 2021.**

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

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

**Against:** None.

**Amendment to the Agenda**

Mayor Webber asked if an agenda change was warranted.

**MOTION:** **Councilor Rivera moved, seconded by Councilor Lindell, to suspend the remainder of the afternoon session and return to it after the evening session is completed.**

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

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

**Against:** None.

Mayor Webber recessed the meeting until 7:00 for the evening session.

12. **MIDTOWN OVERVIEW**
    a. Midtown Planning & Development Bi-Weekly Report, by Office of Economic Development Department. (Rich Brown, Director, Community & Economic Development Department: rdbrown@santafenm.gov)
    **INFORMATION ONLY**

    Progress Report: Update
    Presenter: Daniel Hernandez, Proyecto, Midtown Redevelopment Project Manager

13. **MATTERS FROM THE CITY MANAGER**

14. **MATTERS FROM THE CITY ATTORNEY**

15. **MATTERS FROM THE CITY CLERK**

16. **COMMUNICATIONS FROM THE GOVERNING BODY**
    a. Legislative Introductions

**EVENING SESSION – 7:00 P.M.**

17. **ROLL CALL**

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

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

Members Excused

18. **PETITIONS FROM THE FLOOR**

The first person let in did not have a petition.

Stefanie Beninato, P.O. Box 1601, spoke about Salvador Perez Pool. She said during first couple of days, the boiler was not working, and the water was very cold. The last two times it opened it was a boiler problem. She requested Public Works to fix the boiler problem.

The sidewalk of her neighbor was cited. She was surprised to see that and felt other neighbors would also be cited. The sidewalk was broken but so was the curb. There were others in the 500 block of Galisteo where the sidewalk is literally falling apart. They need to be replaced for safety.

There were no other petitions.

19. **APPOINTMENTS**

There were no appointments.

20. **PUBLIC HEARINGS**

a. Approval of a Lighting Design for the Conversion of Streetlights in the City to LEDs to be Incorporated into the City's Global Management Performance Contract with Dalkia Energy Solutions, LLC, Contract #3202498, and the Streetlight Conversion Contract with the Public Service Company of New Mexico (PNM), Contract #3202499, as Applicable to Each Contract. (Regina Wheeler, PW Director, rawheeler@santafenm.gov)

**COMMITTEE REVIEW:**
Governing Body: 05/26/2021

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

**Staff Presentation**

Ms. Wheeler presented this matter on streetlighting. She thanked the Governing Body for their attention to this matter and important issues related to light. She introduced people working on it. Javier Rosado, City Engineering Division Director, PNM Team members – Jamie Aranda, Derek Casteñeda, Brad Shinabargar, Kevin Kaye, JC Florenson, Cheyenne Ernst, Tom Graham, and others. They have worked constantly to modify the design and change products and do analyses.

This is a much better Dark Skies solution and she got approval for a lower Kelvin rating to use.

She mentioned there were safety, security, and reliability issues. Streetlights have been the #3 community concern. Albuquerque selected Dalkia for their lighting. Our streetlights have been a concern for many years. It is now exciting to take all of this on and think we have a solution. She also thanked the Dark Sky Community for this too.

She described the Community Engagement Activities, first through emails since February 23 and newsletters and a webpage with a continually updated website. We received good feedback from the community with over 300 responses. And we had identified individuals who could help at the four demonstration sites since April 23 and connected directly with people and afterward via website. We introduced additional shielding. We made sure concerns were incorporated. On March 31, she contacted IDA. Community Feedback was made available. The website got 297 responses and much of the engagement was from District 1 and 2 and some living outside the City limits.

Many had more than one priority. #1 was to preserve the night sky (132 people). Limit wildlife affect and preservation of safety and preserving City ambience. Many would like reduced brightness. 178 mentioned color temperature. 2700K was the maximum Some even asked for less than 2000 and some 2000-2200.

The group met and discussed different neighborhoods and what they needed. A video of the group is on Youtube.

Engineering Design – Standards, Regulations, Goals: The guide has been the City Ordinance and intersection with latest recommendations on

roadside lighting and the IDA. We want to exceed the Night Skies Protection Act and are making it as equitable as possible. There was much discussion with PNM, DOT, and PRC.

Product Selection, Demo, and photometry: The average, minimum and average minimum levels were gathered. To achieve uniform distribution, we needed more brightness. We are reducing the brightness and there are now some dark spots. It is better than where we started. She showed a video at the Jaguar demo site, first with existing sodium lights.

Residential lighting is about 58% of the total. The group came up with 2200 and 3000 with dimming capability. This design would save costs and have an average color spectrum.

The dimming capability provides at least a 50% reduction. The model shown adopts the same output. It is great for our sustainability goals. So we have balanced all four goals with 2,800 average across the City.

Jamie Aranda said she couldn't wait to meet in person at City Hall. Partnerships are important to find reasonable solutions. PNM looks forward to the implementation and she was present for any questions.

Troy Harms talked about the blue light. He has been involved in replacing millions of high pressure sodium with LEDS and made much effort in eliminating up-light. We have successful projects in reducing blue light to ensure we meet objectives for cost savings and public safety. This is one of the best designs he had seen and encouraged the Council and public to embrace it. It will give lower blue light emissions, more uniform lighting and will address all environmental concerns.

Director Wheeler added that Dalkia is required to participate in a committee on management and changes in technology. Technology will continue to evolve in the future.

**Public Hearing**

Mayor Webber saw 26 people in the hearing room.

Ms. Bustos-Mihelcic agreed to mute at the end of two minutes each.

Sam Stem, 29 Quido Road, said this is a robust exercise of our responsibility. Good lighting designs are complicated and every pole is different. Tucson engaged an advisor, Washington didn't. Dalkia contracted to install and maintain. Their profit depends on with partners of Acuity

Electric. They are conflicted on the choices. He encouraged the Governing Body to use an independent consultant.

Alba Blandes 42 Valentine Loop and Chair of SW Advocates, congratulated Director Wheeler and Ms. Ernst for their hard work with the Working Group. Obviously, this has been done with serious endeavor. Two things stand out: it is complicated and should be left to the experts to do it. Tucson has received a lot of coverage but does not have all LED but also some low pressure sodium.

As a resident non-engineer, she went to demonstration points and walked under the lights and asked herself questions on it. Her questions were all met at Jaguar and not at Frenchy's.

Peter Lipscomb, Calle Jaime, member of the Citizen's Working Group and member of IDA, tried to remain open to the process. He noted bumps along the way and successes. Two messages recently have given him concerns. The City hired Dalkia as the consultant. That means they cannot be independent or neutral. Dalkia is too close to the design process. Santa Fe compares with Tucson. Tucson success wouldn't have happened without an independent third-party consultant. He was baffled why an independent review was not considered.

Nancy Lewis, 4331 Calle Shannon, member of the City Public Safety Committee and Working Group member, mentioned an article in the paper and commented that the Group has moved a long way since then by proposing measures to prevent glare and reducing Kelvin. Reducing to 2200 would help even more and put Santa Fe on the cutting edge. She trusted what the City has done.

Leslie LaKind, Ridgecrest Drive, had have never lived in the country but has had epiphanies sometimes. He trusts the experts. He sided with Engineer Wheeler, who recently spent time patiently explaining to him what it is, and he was comfortable with her decisions.

Albert Schultz, Glorieta and owner of 107 Cienega Street, was disappointed with the demonstration sites. When he visited some, they were not working and when working, had glare problems at Frenchy's and Gov. Miles Road. When the project came in February, his chief concern was over color temperature. And he felt the rest was taken care of. But now he is still concerned and hoped the City gets a disinterested independent opinion.

June Farrell, 218B Canyon Road, pointed out there are thousands of children who have never seen the Milky Way and she didn't want Santa Fe to become one where children cannot see the Milky Way. She had three recommendations: first, slow down to get it right. Take time to follow

procedures for oversight and all information needed. Second, hire a qualified lighting engineer – someone who is independent and has no possible conflict of interest. Third – use the technology Dr. Hartley suggested. In the 2700K we will already be behind the curve. We want the best for Santa Fe. Please take these three recommendations into consideration. Thank you.

Sidier Simon, White Rock, agreed the lighting infrastructure is very outdated. Focus on color temperature. He visited all four demo sites and saw no reason to go above 2700K. From Dark Sky, some information is misleading. 2700 and 3000K ignore the fact that 3000K will be much brighter than residential streets. 2700K is 60% of lights but 30% of the total light. The design plan E is going to be much closer to 3000K than to 2700K.

Michael Jacobs, Paseo de la Cuma. applaud the Governing Body efforts and wholeheartedly supported the initiative. He was a lawyer, not a lighting engineer, but he understood process. He encouraged an independent lighting consultant. This is once in a generation.

Madeline Carey, 1674 Calle Cruz Blanca, was on advisory board and felt good about the progress with a new appreciation for what this Body does. It is good for citizens to see that. She was impressed with City Staff and their attention to detail. Meetings were 5:30 – 7:00 but it would have been good to have night shift meeting. She felt they were hyper-focused on Dark Sky and would have liked more on legal liability for car accidents, etc. Some was subjective and qualitative, and it is important to hear from everyone. She was broadly supportive. Tucson is five times larger than Santa Fe and has more resources.

Miguel Gabaldon said this is a difficult matter to discuss. The demonstration sites were hard to show dark skies above the fixtures. Lights might be beneficial after midnight. He wondered if this increases city liability in dark spots. Regarding City ownership, they could still be eligible for federal funding but must meet federal requirements on Kelvin. St. Michael's and St. Francis would be eligible for those funds.

Anthony Ashland, from District, thanked all who were involved. He was an engineer and had two statements and two questions. He urged having an independent lighting engineer – that would better serve the project. According to the slides, our current Kelvin is at 2,400 K and proposed at 2,800K. He asked if there was a proposal for 2200K with newer technology. He asked how Santa Fe is going to measure its dark sky improvement.

Stefanie Beninato, PO Box 1601, liked dark Skies and felt it would be great at 2200K to get our dark sky designation. She urged an independent third party consultant. Thanks.

Jim Baker, 98 Principe de Paz, spoke at the February 24 meeting also. He thanked City Staff, contractors, and Council for all their work which was highly technical. He was distressed by the New Mexican headline and some Dark Skies were rowdy and personal attacks and irrational comments. He hoped we have reached a mutual solution on the right goals. 2,200 K is better than any higher values and healthier for humans, better for safety and the environment. We should agree the best numbers should be zero, zero, zero.

George Jones, 1018 Canyon Road, strongly supported an independent licensed engineer. Not to say we didn't do a good job, but it always helps to have another set of eyes and ears and come to realize it is much more complicated. He is a software developer for large companies. Getting another look and you've got the best answers. That would be good. Perception is 90% of reality and we only have a small portion of the public responding.

David Carr, 3411 Via ??, member of the Working Group and AIA, said Option E+ is the best compromise. He talked with an electrical engineer with experience in streetlighting all around the State. He suggested looking into added dimming strategies including turning off in residential areas. He also thought there are still issues at St. Michael's Drive on glare that should be considered. The City will need to work with schools, businesses, and government. The design for Alamogordo has issues with low pressure sodium because of the observatory there.

Ken Hughes, representing Sierra Club on the Working Group, suggested a 3-month project in underserved areas and see how they work out.

Diane McGinnis, thanked the Governing Body for the opportunity to speak and for the heroic effort all of you engaged in this complex project. Still there are significant risks to safety - scattered lighting. Clearly, the City needs an independent consultant. It should be referred to the Public Safety Committee and other committees. The City should also demo 2000K and 2200K lights to see the difference. The 38-page pamphlet contains lots of good information. Let's not rush it through tonight. We are not yet there but getting close. The improvements make it better but let's get it right for another generation.

Galen Geiser, Los Alamos, supported a consultant. Slow down. Let's not rush things. Let's do it right with best technology. Flagstaff uses low pressure sodium for long wavelength and reduced blue light that way. Low pressure sodium is not recommended. It is an old technology but removing blue light is important.

There were no other speakers from the public.

**Action of the Governing Body**

**MOTION: Councilor Garcia moved, seconded by Councilor Vigil Coppler, to pause approval and seek to hire an independent engineer.**

**Discussion on the Motion:**

Councilor Cassutt wanted further information for the Governing Body. What would an independent engineer do differently beyond what has been done? He wanted to hear from Director Wheeler on it.

Director Wheeler said she had the same question. The Group is committed to finding the lowest Kelvin and best finances and a warranty for ten years. That is part of our big goal and looking for 2700K lights which have the lowest blue light and will reduce glare on the roads. Frenchy's is what she wants. She said they have not modeled side glow. She would like to measure for a base line. They did a study of Tucson's lights and found they were 20% night glow.

Councilor Cassutt asked what would be different.

Mr. Florenson said Dalkia does lighting design and has the engineers. That was one of the criteria the City liked about Dalkia. It is a design/build project that brings the guarantee of the company to follow the design laid out, He could bring the high level guarantee and a design with strong engineering. He was not sure what an independent engineer would do differently.

Councilor Cassutt observed that the City is not flush with cash these days. She wanted to make sure it would be in addition and not just repeating work. Somehow, we signed a contract with Dalkia. but there is an interest on the design.

Director Wheeler said that based on the equipment and guaranteed energy savings, we were able to contain costs. But they are required to meet the specs and get our design approved but with no incentive.

Councilor Cassutt asked if it would be cheaper without the guarantee.

Director Wheeler explained the 10-year guarantee was in the RFP. So taking it out would violate the procurement policy.

Mayor Webber said on the question of an independent but special engineer, he would separate out the pause button and engage the engineer to raise our confidence.

Mr. Hartley pointed to the sky glow issue and said if another engineer could measure that for a baseline right now and looking at different designs, it would be a completely appropriate response and an interest as a measure of our commitment to the dark sky policy. It is a specific focus of work in a significant area. Hiring a general consultant sounds redundant. With the sky glow issue, it would add to our confidence to achieve what we want to achieve. And trying to arrive at the best solution.

Councilor Garcia agreed. What Director Hartley said was to engage independent experts. Organizations hire an independent auditor to avoid bias. We want to ensure there is no potential for bias from anyone who has a stake in it - no conflict of interest. We cannot do that right now. That is why we had such strong interest in that. Director Wheeler has much interest in 2200K, and we did not have that in a demonstration project. What we do for the next 30-40 years should be something we are proud of. It should be done now before we start building and converting. We want to make sure it is done right the first time.

Councilor Romero-Wirth asked Director Wheeler what other kinds of projects we hire outside consultants for.

Director Wheeler said every single infrastructure project, whether design/build, we hire engineering to oversee the work.

Councilor Romero-Wirth asked how many times the City has hired a consultant for such projects.

Director Wheeler said the City oversees the work of our consultants to make sure there is quality and competence. And with federal funds we still hire our consultants.

Councilor Romero-Wirth noted we hired Dalkia as consultants on the objective we were trying to achieve.

Director Wheeler agreed.

Councilor Romero-Wirth asked if Director wheeler thought there is anything Dalkia is not concerned about with the dark skies. PNM said there is no 2200K product available. So part of the reason we want an independent consultant was that there was distrust that 2200K was not evaluated. She would like to hear about that. What is it about if PNM cannot do the 2200K,

but the City was able to find 2200k, that would be a problem for the City? What is the issue right now?

Mr. Florenson said today a manufacturer could give you a fixture product you want. We have reached out to a manufacturer that is making plans to do that. He got sufficient material on it. But today we would not be able to use that in our contract.

Councilor Romero-Wirth said the contract just made the point. It requires a certain level of energy savings and we cannot get the energy savings on conversion with 2200K lighting on this contract.

Director Wheeler said Ms. Aranda is here.

Ms. Aranda apologized. She could not get on with her computer but did with her phone.

Councilor Romero-Wirth was trying to understand why 2200K could not be achieved. PNM had a list of approved vendors, but none was able to provide 2200K fixtures.

Ms. Aranda agreed to look at adding a new vendor for getting a 2200 K product. It is not a standard product.

Councilor Romero-Wirth asked if PNM didn't' have a problem with guarantee.

Ms. Aranda said since there is no product, a guarantee is moot.

Councilor Romero-Wirth asked if PNM could expand its vendor list.

Ms. Aranda said PNM goes through a rigorous process to ensure quality.

Director Wheeler said PNM has most of their lights downtown and in residential areas. And PNM has a problem with 2700K on roadways.

Ms. Aranda explained that 3000K is their minimum product for roadway use.

Councilor Romero-Wirth asked Dalkia where the guarantee comes in.

Mr. Florenson said, regarding the guarantee, that it could be a four-year and a ten year guarantee. With the ten-year product, the same rule would apply for the next 15 years. There are different guarantees.

Councilor Romero-Wirth reasoned that we are paying for performance over ten years and it would cost the City more on anything less.

Mr. Florenson agreed and reiterated that Dalkia is a design/build company.

Councilor Romero-Wirth asked Director Wheeler about the Tucson consultants and how many they had.

Director Wheeler said none. They used Ameresco and had to have design/build.

Councilor Romero-Wirth clarified there was a point to these questions. Councilor Garcia said we want to protect against bias, and she was not sure what that is. This community wants dark skies and Dalkia has promised the darkest sky we would get. What would an independent engineer do? What is the scope of their work? We already know a 2200K product would not work. Is modeling the sky glow something Dalkia could do?

Mr. Florenson said they would contract it out.

Councilor Romero-Wirth said that made sense. Who would do the continuing monitoring work?

Director Wheeler said monitoring would be by the City and Dalkia and those who are with Dark Skies and a couple of safety experts for the committee.

Mayor Webber understood the consultant would not be required to go through Dalkia. The City could do that directly.

Mayor Webber noted the IDA folks are changing too. They are now looking at sky glow.

Mr. Florenson said on sky glow, that Tucson found that 80% of sky glow comes from other sources. It was a much bigger part so it would make sense to have a separate contract for that purpose.

Councilor Garcia said Councilor Romero-Wirth asked what kind of bias that he was trying to guard against. Mr. Florenson mentioned that no 2,200K product was available with a ten-year guarantee. He said that was not true and referenced an email from May 19 that said all products were available with either a 5-year or a 10-year warranty. That is misinformation, and the kind of bias he sought to guard against. And an independent consultant could advise differently.

Councilor Garcia also commented on the lack of time for members of the Advisory Committee to ask questions when vendors presented to them. He added that he was kicked out of the Advisory Committee meeting and not allowed to attend.

We spoke about how PNM would work with us to get the necessary approvals and how they could okay lower Kelvin products. He asked Ms. Aranda if PNM would entertain a proposal of a lower program.

Ms. Aranda stated, as she said previously, that a lower K product would have to be qualified through regulatory process.

Councilor Garcia mentioned other equipment that was approved for shorter duration (18 – 24 months). In his experience, it was usually about a 3-onth approval process.

Ms. Aranda did not know what he was saying and asked him to elaborate.

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Director Wheeler explained that PNM is a regulated utility by the PRC and must follow approvals by the PRC regulation. She noted that PNM had identified a 2,700K product that would meet the PRC performance specifications and added it to their approved products just for the City. But there is no 2200K product from an approved vendor that meets the performance specification. As soon as PNM finds one that might qualify, it would go through the process for regulatory approval process at the PRC. She concluded that we are much closer with a 2,700K light than a 2,200K light.

Ms. Cheyenne Ernst gave a long speech about the process for Councilor Garcia and meant the same thing.

Councilor Garcia understood we must wait on PNM lights for approval and that is where the community should have input. That is what they are asking for. They are the taxpayers paying to replace the lighting they don't want and where the independent consultant would help greatly. We are not exploring all options. Everyone can agree that moving forward with LED conversion is the right step, but the conversion needs to be with us for decades to come.

Ms. Ernst clarified that forty-percent of respondents asked for a limit of 2700K and additional respondents asked for the lowest Kelvin possible. So 57% are in line with what we are proposing. We are listening to the community to align the goals with their hopes.

Councilor Garcia disagreed. Community response has not been robust. What was heard over the last few weeks was not successful. We didn't demonstrate anything lower than 2700K and an independent consultant could help us get other options. So the demonstration project was flawed. We really need to ensure we have a valid process.

Councilor Vigil Coppler commented on the suggestion of hiring engineers to oversee other engineers. That is sometimes probably overkill, but this is different, and it affects everyone in our City. Nor have we had such input on it. This is more like auditors with outside auditors overseeing internal auditors. A lot of response is not trusting what was presented. She didn't trust things early on and then came Dalkia's email that Councilors had met and agreed. But they had not met with her and knew others that have not been met with. So she sent out a disclaimer and got no response from it.

Something has gone wrong because the public is not buying it at all. She was not impressed with these numbers at all. she knows District 3 and District 4 representation was very low. Some constituents don't speak English. We have had these kinds of things before. The response is really from only one side of town.

Tonight we had public comment and many of them were not impressed and asked for independent review. She didn't think there was anything wrong with asking for an external engineer to come look at everything. She didn't see a fire under us right now. Most of the lights are functioning. But we are speeding ahead on this. PNM says wouldn't it be nice to have the same configuration. We do need to do it right. And we have not responded. People are talking. It is much easier to cut people off with Zoom. It seems like we procured services that Albuquerque used. We took the easy route, so we did not look around on our own. We took the easy way. She felt sure there are other people who are doing this for a living. We are not quite there yet. We kind of know what we want.

She asked if the City of Albuquerque was a dark sky city.

Director Wheeler said they are not, and neither are we. We follow regulations and our own ordinance. She always follows our ordinances. The Governing Body has never issued guidance on Dark Skies or Kelvin.

Councilor Vigil Coppler thought if we want to start now to try to become a dark skies community, maybe the Albuquerque source is not where we should consult.

Director Wheeler pointed out that three blocks on St. Michael's have no lights working. We get hundreds of complaints each year on lights not working or back lighting in bedroom windows. Every light must be moved over to new rates.

Councilor Vigil Coppler understood but here is an opportunity. Many of us want to preserve dark skies. Here is an opportunity to do this right. Where is the fire? She saw no major deadline that would cause us not to consider this improvement carefully.

The bureaucratic process dictates. it is worth exploring all the avenues. Why not let a qualified independent person come in to look at it? And no input from the Police Department. They are left out of the process. There is much more we can learn to get to a better decision.

Councilor Vigil Coppler asked how we got Sterling Bank when there was no procurement. It is part of why we're in need to slow it down. She also wondered how the PNM-Avengrid merger will affect this.

Ms. Aranda said the merger would not affect this at all.

Councilor Cassutt recalled Mr. Hartley said the consultant was to keep the interests of the City at the forefront. She asked Director Wheeler if she was an engineer.

Director Wheeler said she has an engineering degree but was not a P.E.

Councilor Cassutt asked if we have the expertise here. We do have an agreement with a contractor on this. Director Wheeler has done an incredible job – far beyond what many would do. She just didn't see the purpose of getting an independent consultant in here. The 2200K lights don't meet the savings we want. How are we reducing our carbon footprint? There was a wonderful slide Ms. Ernst had about it. What we do get is that the technology will catch up. Keeping the same thing for 30 years is a terrible idea. Do we have what we need at the table?

Director Wheeler thanked her for her kind words. It is exciting to have partnership with PNM and a lighting engineer from Dalkia. We have available rate savings from PRC with dimming ability. If we wait for the 2200K light in five years, then we will wait longer for dark skies. We could put in 2700 now.

Mr. Florenson said Dalkia is a fairly large company and a client of a large manufacturer. So we are aware of the latest and greatest. So we can bring the latest and greatest to the City. The City of Los Angeles was mentioned as starting ten years ago and now they are converting anew. They could have waited but are using the savings from the first lights now. There is a high cost of waiting.

Councilor Cassutt added that if we go with this plan tonight, we are not stuck with it and have upgrade options along the way. There is a tradeoff we are not talking about.

Councilor Abeyta said Ms. Blandes is the representative from District 3 and she had represented the district well and reported back. We have one on

the Public Safety Committee also. We often have difficulty getting responses. He has been knocking on doors for his campaign. Their concerns are burglary, B&E, and car safety. We are giving feedback and don't want Ms. Blandes feeling she failed. She did a great amount, and he didn't want her to be discouraged.

Councilor Villarreal pointed out this is a big deal and most of us want to live in Santa Fe. It is not a one and done matter. Dalkia will be with us a long time. An independent engineer does not resonate with her Each area is different and almost warrants a separate situation. We didn't have a demonstration on a small road. The Council agreed to do this in phasing. We should do a flyover to analyze what the conversion looks like in that area. We should look at one area first before we move on with a 3-6 month check-in.

Director Wheeler said she wanted a site on Canyon Road but found out PNM owns all the lights there. It is a great idea to divide it into four phases. We are committed to only use as much light as needed for the Dark Sky. Mr. Kaye talked about the phased approach and installation. We have people on scooters analyzing the light and getting feedback on status results. It takes 3-5 days for drone pictures. And then install and compare.

Councilor Villarreal said if we move on into the next phase, we will get an idea of what we are looking at and get feedback from people who live there on what changes they have experienced.

Director Wheeler agreed.

Councilor Villarreal said before and after analyses will be helpful and should be required.

Councilor Vigil Coppler said her comments were intended to encourage more participation in District 3 and District 4. District 3 was 4% and District 4 was 8% participation. She was not criticizing but commenting on inadequate engagement. Some have no computer, and some speak only Spanish. On February 24, Dalkia talked about a neighborhood by neighborhood roll out.

Mr. Florenson did not recall saying that.

Director Wheeler did not recall it either.

Councilor Vigil Coppler said she did recall it. Tonight, JC said AEL was a partner.

Mr. Florenson explained they are a vendor, and we have a long-term relationship with them.

Councilor Vigil Coppler wondered if that was a conflict?

Mr. Kaye said AEL was a partnership for them.

Ms. Ernst said we need a solution for 100w, 250w and 400w solutions. So it is a set of specifications we ask for, so the status specification is reported. We partnered with AEL because they were able to get it done quickly. It was an ambitious timeline and they accommodated us. We follow a procurement process for it.

Councilor Vigil Coppler still thought the public should know about it.

**Councilor Romero-Wirth called the question and Councilor Lindell seconded.**

Mayor Webber allowed one more comment from one who had not spoken so far but no one spoke.

Mayor Webber briefly summarized the discussion and made several comments, since he had not yet spoken. He was in favor of an independent consultant for sky glow purposes.

**Vote on the Question:**

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

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

**Against:** None.

**Vote on the Motion:**

**VOTE: The motion to pause was disapproved on the following Roll Call vote:**

**For:** Councilor Garcia and Councilor Vigil Coppler

**Against:** Mayor Webber, Councilor Abeyta, Councilor Cassutt, Councilor Lindell, Councilor Rivera, Councilor Romero-Wirth, and Councilor Villarreal.

**New Action of the Governing Body:**

**MOTION: Councilor Romero-Wirth moved, seconded by Councilor Rivera, to approve the proposal in its current form.**

**Discussion on the Motion:**

Councilor Cassutt asked where we would add in a situation to pause and, after the review, decide to hire a consultant for the work not being done by current consultant to measure the glow.

Ms. McSherry clarified that the topic on the agenda is not the final contract but an amendment to the original contract that is being prepared. The timing check in might not be part of a lighting plan.

Director Wheeler explained that is part of the implementation plan in phases and where it belongs. Regarding the other contract, we can gather resumes and come back to the Governing Body.

Councilor Romero-Wirth asked if that was somebody to monitor the sky glow.

Councilor Cassutt said it was so we can consider that in the future.

Ms. McSherry added that if it is within the range for Governing Body approval, it could be acted upon.

Councilor Villarreal noticed in the item it says approval of a lighting design, so she asked if we need to choose which one we are approving.

Director Wheeler said Option E in the packet is the recommended option.

Councilor Villarreal asked about Option E+.

Director Wheeler said the plus is about dimming.

Councilor Villarreal said it is a strategy so why now add that language?

Director Wheeler thought it would be great to add it.

Ms. Ernst said that option had the specifications in the control the City would use. Engaging the community was to understand the dimming strategy.

Councilor Villarreal asked when the Governing Body would be able to address the phasing strategy.

Ms. McSherry said it could be part of the strategy motion we are working on. We could do the contract amendment which could include other things and is not ready for tonight.

Director Wheeler agreed it would all be an amendment to the contract.

Councilor Villarreal asked what the timeline is.

Director Wheeler said it is a month and a half. It will go through committees.

Councilor Romero-Wirth understood, to be clear, we don't need to add this direction in the motion.

Mayor Webber agreed.

**Vote on the Second Motion:**

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

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

**Against:** None.

Councilor Vigil Coppler and Councilor Garcia asked to explain their votes prior to the conclusion of voting.

Councilor Vigil Coppler thanked Councilor Villarreal for the discussion to make this better. She definitely believed in goals on climate change and her comments were to try to get a better project and outcome. She was looking forward to a better Santa Fe. We are in a better situation than when we started.

Councilor Garcia was happy to be moving toward with more sustainability lighting. He was thankful we are moving toward below 3000K LED lighting. "Let's move forward to lessen our carbon footprint."

Mayor Webber thanked all who participated in this item.

The Governing Body returned to the remainder of the Afternoon Session at 10:39

12. **MIDTOWN OVERVIEW**

a. Midtown Planning & Development Bi-Weekly Report, by Office of Economic Development Department. (Rich Brown, Director, Community & Economic Development Department: rdbrown@santafenm.gov)

**INFORMATION ONLY**

Progress Report: Update

Presenter: Daniel Hernandez, Proyecto, Midtown Redevelopment Project Manager

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

Director Brown shared his screen for the presentation on Midtown report. He reminded the Governing Body there were nine action plans and tonight was on infrastructure, plans for reuse of buildings, and redevelopment.

Mr. Hernandez said on the costs associated with zoning and Land Use process. He spoke with other consultants about fees elsewhere and the zoning process will be about $600-800,000 and is made public on the Midtown website.

Also staff will come on board to lead the planning and zoning process. It is a complex process. We will give presentations on other assets and will restore and dispose of certain assets for the presentation at the next Governing Body meeting.

He showed a list of buildings to be preserved which included Visual Arts Center, Library complex, Garson Performance Theater. Garson Studios and two others.

Further assessment/Temporary Reuse means those buildings are not on a demolition list. He listed nine of them.

Public Engagement for Development Planning will be leading to workshops in the last half of July. Presentation topics were shown again and the two websites for further information.

Director Brown added that the City IT Department is moving into Yukon Hall because of security concerns, over the next six weeks.

Councilor Vigil Coppler asked about cost documentation in Prime.Gov. She asked if part of the $435,000 was for Mr. Hernandez's contract.

Director Brown said that was shown in the third box.

Strategic Economics was from 2019 through an RFP contract and described what it included.

Councilor Vigil Coppler asked what the $100,000 was for.

Director Brown said it was for cataloging and care for some art assets. we will have a presentation on that upcoming.

13. **MATTERS FROM THE CITY MANAGER**

There were no matters from the City Manager.

14. **MATTERS FROM THE CITY ATTORNEY**

Ms. McSherry provided one update after yesterday's meeting. The AG has no updated information but suggestions to stay at home for most activities. Hybrid gathering is still in order with normal guidance on this point.

15. **MATTERS FROM THE CITY CLERK**

Ms. Bustos-Mihelcic clarified regarding the agenda that each agenda needs to be finalized 72 hours ahead of the meeting, so no items are added to the agenda on Friday afternoon.

16. **COMMUNICATIONS FROM THE GOVERNING BODY**

a. Legislative Introductions

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

Councilor Rivera introduced two resolutions: A resolution proclaiming severe or extreme drought conditions exist in the City of Santa Fe; Imposing fire restrictions between June 10, 2021 and July 10, 2021; Restricting the Sale or Use of Fireworks with the City of Santa Fe and Prohibiting other Fire Hazard activities. The other is A resolution proclaiming severe or extreme drought for the period of July 11, 2021 through August 10, 2021.

Councilor Vigil Coppler gave shout out to three employees who hung all the veterans' banners on Cerrillos Road and named some of them. She also thanked Don Christie for the program and Director Wheeler. She also gave a shout out to

Fire Dept for the new hook and ladder truck. The newsletter only mentioned the Mayor's attendance but she and Councilor Cassutt were present too. She commented that Councilors rarely get mentioned in the newsletter.

Councilor Cassutt introduced a Resolution to announce elections on November 2 for Councilors and Mayor of Santa Fe.

She was not aware of the traditions in the Fire Department and was grateful for the wonderful ceremony. The fire staff were incredible showing her the trucks and everything. And for sharing their world with her son and other kids who were there.

Councilor Villarreal noted the deadline on evaluation of City Manager and asked if we have discussion in an executive session then.

Mayor Webber agreed to email it to her.

Councilor Villarreal announced the Governing Body's our 4:00 pm start resolution is expiring, and she will not renew that unless someone has objections because we will be meeting in person soon.

Councilor Garcia was cool with changing the meeting to 5. He asked Manager LaPan Hill on discussions and recommendations to the Arts Commission on the white box on the plaza. Would their recommendation come to Governing Body for approval?

Manager LaPan Hill did not know the answer at this moment.

Councilor Garcia wanted to make sure we follow the process in the Charter and quoted the rules from the Charter. The Arts Commission needs to be involved as well as the CHART process. To follow it would be great.

He gave a shout out to the 2021 graduates and wished them all the best.
Lastly, Happy Memorial Day weekend. Please be safe on the road and remember our veterans.

Councilor Romero-Wirth drove down Cerrillos Road today. The banners look great and just in time for the Memorial Day weekend. To Councilor Rivera and Ms. Bustos-Mihelcic she said she would like to cosponsor Councilor Rivera's resolution on fireworks restrictions. Happy Memorial Day.

Councilor Lindell wanted to be a cosponsor with Councilor Rivera on the fireworks Resolution and Memorial Day weekend is traditionally the opening of summer but think about the troops we lost.

Councilor Abeyta gave congratulations to seniors and don't forget about Kindergarten kids promoted to first grade and fifth graders to Middle School or Eighth Grade graduations.

Mayor Webber gave comments. Memorial Day for reflection and gratitude in our hearts and spirits. Several members have parents suffering and his best wishes were with them as well as Mary's husband. He was glad to be at the vaccination event with Councilors and Chainbreakers helping with vaccines. It is exciting to see our community coming back, though still not out of the woods. There will be more vaccinations in Santa Fe county. The Downtown community is coming out. Have a safe weekend.

Councilor Vigil Coppler asked to cosponsor Councilor Rivera's resolution. He recognized George Quintana, her son who is an advanced EMT for the Fire Department. She introduced Kyra to her son and Kyra recognized him as the person who saved her husband's life.

21. **ADJOURN**

Having completed the agenda and with no further business to come before the Governing Body, the meeting was adjourned at 11:15 p.m.

Approved by:

_____
Mayor Alan Webber

ATTESTED TO:

_____
Kristine M. Mihelcic, City Clerk

Respectfully submitted by:

Carl G. Boaz, Council Stenographer

**GOVERNING BODY MEETING OF**
**May 26, 2021**
**BILLS AND RESOLUTIONS SCHEDULED FOR INTRODUCTION BY MEMBERS OF THE GOVERNING BODY**

**EXHIBIT ONE**
GB May 26, 2021

| Co-Sponsors | Title* | Tentative Committee Schedule* |
|---|---|---|
| **Mayor Alan Webber** | | |
| | | |
| **Councilor Roman "Tiger" Abeyta** | | |
| | | |
| **Councilor Jamie 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.** | Finance Committee – 6/1/21<br>Quality of Life Committee – 6/2/21<br>Governing Body – 6/9/21 |
| **Councilor Michael J. Garcia** | | |
| | | |
| **Councilor Signe I. Lindell** | | |
| | | |
| **Councilor Chris Rivera** | | |
| | **A RESOLUTION PROCLAIMING SEVERE OR EXTREME DROUGHT CONDITIONS EXIST IN THE CITY OF SANTA FE; IMPOSING FIRE RESTRICTIONS BETWEEN JUNE 10, 2021 AND JULY 10, 2021; RESTRICTING THE SALE OR USE OF FIREWORKS WITHIN THE CITY OF SANTA FE AND PROHIBITING OTHER FIRE HAZARD ACTIVITIES.** | Quality of Life Committee – 6/2/21<br>Governing Body – 6/9/21 |
| | **A RESOLUTION PROCLAIMING SEVERE OR EXTREME DROUGHT CONDITIONS EXIST IN THE CITY OF SANTA FE; IMPOSING FIRE RESTRICTIONS BETWEEN JULY 11, 2021 AND AUGUST 10, 2021; RESTRICTING THE SALE OR USE OF FIREWORKS WITHIN THE CITY OF SANTA FE AND PROHIBITING OTHER FIRE HAZARD ACTIVITIES.** | Quality of Life Committee – 6/2/21<br>Governing Body – 6/9/21 |
| **Councilor Carol Romero-Wirth** | | |



*This document is subject to change.*

| Co-Sponsors | Title* | Tentative Committee Schedule* |
|---|---|---|
| | | |

**Councilor JoAnne Vigil Coppler**

| Co-Sponsors | Title* | Tentative Committee Schedule* |
|---|---|---|
| | | |

**Councilor Renee Villarreal**

| Co-Sponsors | Title* | Tentative Committee Schedule* |
|---|---|---|
| | | |

* Subject to change

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



*This document is subject to change.*

**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

**RE:** Regular Local Election Resolution

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**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

**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:

A. The Mayor of the City of Santa Fe to a four-year term;

B. One City Councilor from District 1 to a four-year term;

C. One City Councilor from District 2 to a four-year term;

D. One City Councilor from District 3 to a four-year term; and

E. One City Councilor from District 4 to a four-year term.

**Section 2. CLOSING OF REGISTRATION BOOKS.** Only qualified electors of the City of Santa Fe may vote in the regular local election. Pursuant to NMSA 1978, Section 1-4-8, a qualified elector is any person whose affidavit of voter registration has been filed by the Santa Fe County Clerk on or before the twenty-eighth ($28^{th}$) day prior to the election, who is registered to vote in a general election precinct established by the Santa Fe Board of County Commissioners that is wholly or partly within the City of Santa Fe boundaries, and who is a resident of the City of Santa Fe. Registration books for this election will be closed at 5:00 p.m. on October 5, 2021.

**Section 3. NOMINATING PETITIONS.** Candidates must file a Nominating Petition containing the required number of valid names, addresses, and signatures as follows:

A. City Councilor – Signatures of at least one-half of one percent of the registered voters of the district, which the candidate seeks to represent, pursuant to NMSA 1978, Section 1-22-10 and Article 4.03(B) of the Santa Fe Municipal Charter.

B. Mayor – Signatures of at least one-half of one percent of the registered voters of the City of Santa Fe, pursuant to NMSA 1978, Section 1-22-10 and Article 4.03(A) of the Santa Fe Municipal Charter.

**Section 4. DECLARATIONS OF CANDIDACY.** Pursuant to NMSA 1978, Section 1-22-3.2(D) (2), and SFCC 9-3.8(C), Declarations of Candidacy for a person who is applying for public financing shall be filed at the office of the City Clerk, Room 215, City Hall, 200 Lincoln Avenue, between the hours of 8:00 a.m. and 5:00 p.m. by Wednesday, July 19, 2021. Pursuant to SFCC 1987 9-1.6(C), Declarations of Candidacy for a person not applying for public financing or who has failed to

be approved for public financing but who otherwise qualifies to be a candidate and is seeking to be listed on the ballot shall be filed at the office of the County Clerk, between the hours of 9:00 a.m. and 5:00 p.m. on Tuesday, August 24, 2021. Pursuant to SFCC 1987 9-1.6(C) Declarations of Candidacy for a person seeking to be a write-in candidate shall be filed at the office of County Clerk, between the hours of 9:00 a.m. and 5:00 p.m. on Tuesday, August 31, 2021.

**Section 5. RANKED CHOICE VOTING.** Pursuant to Ordinance No. 2017-26, ranked choice voting will be used for electing candidates for municipal office.

**Section 6. NOTICE TO COUNTY CLERK.** This Resolution serves as notice to the Santa Fe County Clerk pursuant to NMSA 1978, Section 1-22-4(A).

PASSED, APPROVED, and ADOPTED this ___ day of _____, 2021.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:

_____

ERIN K. McSHERRY, CITY ATTORNEY

*Legislation/2021/Resolutions/Regular Local Election*

**FIR No. 3332**

# 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 (asingle 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 |
|---|---|---|---|---|---|---|---|
| Personnel and Benefits* | $ | $ | $ | | | | |
| Capital Outlay | $ | $ | $ | | | | |
| Contractual/ Professional Services | $ | $ | $ | | | | |
| Operating | $ | $ | $ | | | | $ |
| Total: | $ | $ | $ | | | | $ |

* This includes all staff time associated with executing the job functions of the proposed legislation.

**Expenditure Narrative:**

**Revenue**

| Revenue Type | FYE __ | FYE __ | FYE __ | Recurring (R) or Non-recurring (NR) | Fund |
|---|---|---|---|---|---|
| General Fund | $ | $ | $ | | |
| Special Revenue | $ | $ | $ | | |
| CIP | $ | $ | $ | | |
| Enterprise | $ | $ | $ | | |
| Internal Service | $ | $ | $ | | |
| Trust and Agency | $ | $ | $ | | |
| Federal | $ | $ | $ | | |
| Other | $ | $ | $ | | |
| Total | $ | $ | $ | | |

**Revenue Narrative:**

**Signature:** Kristine Mihelcic (May 28, 2021 10:19 MDT)

**Email:** kmmihelcic@santafenm.gov

| ACTION SHEET<br>PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 06/07/2021 |
|---|
| **ISSUE NO. 8i**<br><br>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)<br><br>**Committee Review:**<br>Quality of Life Committee: 06/02/21<br>Public Works and Utilities Committee: 06/07/2021<br>Governing Body: 06/09/21 |
| **PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on Consent Agenda to forward to 06/09/2021 Governing Body.** |
| **SPECIAL CONDITIONS OR AMENDMENTS:** |
| **STAFF FOLLOW UP:** |

| VOTE: | FOR | AGAINST | ABSTAIN |
|---|---|---|---|
| COUNCILOR RIVERA, CHAIR | EXCUSED | | |
| COUNCILOR GARCIA | X | | |
| COUNCILOR ABEYTA | X | | |
| COUNCILOR LINDELL | EXCUSED | | |
| COUNCILOR VIGIL COPPLER | X | | |

# 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: _____ (3-11-21)
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 | Date of Certification |
| ALAN M. WEBBER | MAYOR |
| Printed Name of Chief Executive | Title of Chief Executive |

CITY OF SANTA FE

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**

Fran Delaway (Mar 17, 2021 08:53 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 (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**
**PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 06/07/2021**

**ISSUE NO. 8g**

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

**PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to forward 06/09/2021 Governing Body**

**SPECIAL CONDITIONS OR AMENDMENTS:**

**STAFF FOLLOW UP:**

| VOTE: | FOR | AGAINST | ABSTAIN |
|---|---|---|---|
| COUNCILOR RIVERA, CHAIR | EXCUSED | | |
| COUNCILOR GARCIA | X | | |
| COUNCILOR ABEYTA | X | | |
| COUNCILOR LINDELL | EXCUSED | | |
| COUNCILOR VIGIL COPPLER | X | | |

**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

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**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, pnchavarria@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**

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

Porfirio Chavarria | Wildland Urban Interface Spcialist | 05/11/2021

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

Fran Dunaway

Fran Dunaway (May 13, 2021 09:40 MDT)

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**

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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

Fran Dunaway (May 13, 2021 09:40 MDT)

Fran Dunaway, Chief Procurement Officer

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: | 2. RECIPIENT/COOPERATOR GRANT or AGREEMENT NUMBER, IF ANY: | 3. MODIFICATION NUMBER: |
|---|---|---|
| 17-CS-11031000-006 | | 1 |

| 4. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING GRANT/AGREEMENT (unit name, street, city, state, and zip + 4): | 5. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING PROJECT/ACTIVITY (unit name, street, city, state, and zip + 4): |
|---|---|
| Southwestern Region, Regional Office<br>Grants & Agreeements<br>333 Broadway Boulevard SE<br>Albuquerque, NM 87102 | Santa Fe National Forest<br>11 Forest Lane<br>Santa Fe, NM 87508 |
| 6. NAME/ADDRESS OF RECIPIENT/COOPERATOR (street, city, state, and zip + 4, county):<br>City of Santa Fe<br>200 Lincoln Ave<br>Santa Fe, NM 87504-1904 | 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. |
|---|---|
| ☐ | CHANGE IN PERFORMANCE PERIOD: |
| ☐ | CHANGE IN FUNDING: |
| ☐ | ADMINISTRATIVE CHANGES: |
| ☒ | OTHER (Specify type of modification): Re-distrubution 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):

| | |
|---|---|
| ☒ | Revised Scope of Work |
| ☒ | Revised Financial Plan |
| ☐ | 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 | 11.B. DATE SIGNED | 11.C. U.S. FOREST SERVICE SIGNATURE | 11.D. DATE SIGNED |
|---|---|---|---|
| See attached<br>(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 |
|---|---|
| MARK COONRAD<br>Digitally signed by MARK COONRAD<br>Date: 2020.03.24 07:43:32 -08'00'<br>U.S. Forest Service Grants & Agreements Specialist | |

## 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

**U.S. Forest Service**

**OMB 0596-0217**
**FS-1500-17B**

Attachment: A

USFS Agreement No.: **17-CS-11031000-006** Mod. No.: 1

Cooperator Agreement 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).

| | FOREST SERVICE CONTRIBUTIONS | | COOPERATOR CONTRIBUTIONS | | |
|---|---|---|---|---|---|
| | (a) | (b) | (c) | (d) | |
| COST ELEMENTS | Noncash | Cash to Cooperator | Noncash | In-Kind | (e) Total |
| Direct Costs | | | | | |
| 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 |
| 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 | |
| **Total Project Value:** | | | | | $523,384.32 |

| **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** |

## 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 |
|---|---|

## 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** |
|---|---|

# 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 |
|---|---|---|---|---|---|
| **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, pamphelets | | 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** |
|---|---|

# 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 |
| Volunteers: Wildfire Ambassadors & Public participants | | $24.00 | 2500.00 | | $60,000.00 |
| | | | | | $0.00 |
| **Total Salaries/Labor** | | | | | **$60,000.00** |

| 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 |
| | | | | | $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** | $60,000.00 |
| **TOTAL COST** | **$60,000.00** |

USDA Forest Service

OMB 0596-0217
FS-1500-19

# MODIFICATION OF GRANT OR AGREEMENT

PAGE 1 OF PAGES

| 1. U.S. FOREST SERVICE GRANT/AGREEMENT NUMBER: | 2. RECIPIENT/COOPERATOR GRANT or AGREEMENT NUMBER, IF ANY: | 3. MODIFICATION NUMBER: |
|---|---|---|
| 17CS11031000-006 | | 002 |

| 4. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING GRANT/AGREEMENT (unit name, street, city, state, and zip + 4): | 5. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING PROJECT/ACTIVITY (unit name, street, city, state, and zip + 4): |
|---|---|
| Espanola Ranger District<br>18537 US 84/285, Suite B<br>Espanola, NM 87532 | Espanola Ranger District<br>18537 US 84/285, Suite B<br>Espanola, NM 87532 |
| 6. NAME/ADDRESS OF RECIPIENT/COOPERATOR (street, city, state, and zip + 4, county):<br>The City of Santa Fe<br>P.O. Box 909<br>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. |
|---|---|
| ☒ | CHANGE IN PERFORMANCE PERIOD: Extend expiration from 6/15/2021 to 06/15/2022 |
| ☐ | CHANGE IN FUNDING: |
| ☒ | ADMINISTRATIVE CHANGES: New PM is Jon Boe. Hannah leaving FS as of May 7th 2021 |
| ☐ | 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):

| | |
|---|---|
| ☐ | Revised Scope of Work |
| ☐ | Revised Financial Plan |
| ☐ | 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<br>See attached<br>(Signature of Signatory Official) | 11.B. DATE SIGNED | 11.C. U.S. FOREST SERVICE SIGNATURE<br>(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:** | 12.B. DATE SIGNED |
|---|---|
| TAMMI BANKS Digitally signed by TAMMI BANKS Date: 2021.04.29 11:23:17 -07'00'<br>TAMMI A. BANKS<br>U.S. Forest Service Grants & Agreements Specialist | |

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.

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City of Santa Fe:

_____

Alan Webber, Mayor

Attest:

_____

Kristine Bustos Mihelcic, City Clerk

City Attorney's Office:

Marcos Martinez

Marcos Martinez Apr 22, 2021 13:36 MDT

_____

Senior Assistant City Attorney

Approved for Finances:

_____

Mary McCoy, Finance Director

USDA Forest Service

OMB 0596-0217
FS-1500-19

## INSTRUCTIONS FOR FORM FS-1500-19

1. Enter the orginal 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 GG

**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<br>Address: P.O. Box 909<br>City, State, Zip: Santa Fe, NM 87504<br>Telephone: 505-955-3119<br>FAX: 505-955-3115<br>Email: pnchavarria@ci.santa-fe.nm.us | Name: Shirley Coca-Barela<br>Address: P.O. Box 909<br>City, State, Zip: Santa Fe, NM 87504<br>Telephone: 505-955-6170<br>FAX: 505-955-6544<br>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,<br>District Ranger<br>Address: 1710 Riverside Dr.<br>City, State, Zip: Espanola, NM 87533<br>Telephone: 505-753-7331<br>FAX: 505-753-9411<br>Email: shurlocker@fs.fed.us | Name: Kileen Mitchell,<br>Grants Management Specialist<br>Address: 11 Forest Lane<br>City, State, Zip: Santa Fe, NM 87508<br>Telephone: 575-758-6296<br>FAX: 575-758-6213<br>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 Date
U.S. Forest Service, Santa Fe National Forest

The authority and format of this agreement have been reviewed and approved for signature.

05/23/2017
KILEEN B. MITCHELL Date
U.S. Forest Service Grants Management Specialist
**17-CS-11031000-006**

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 wildflire.
    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.

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.

U.S. Forest Service

OMB 0596-0217
FS-1500-17B

Attachment: B

USFS Agreement No.: 17-CS-11031000-006
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).

| | FOREST SERVICE CONTRIBUTIONS | | COOPERATOR CONTRIBUTIONS | | |
|---|---|---|---|---|---|
| | (a) | (b) | (c) | (d) | |
| COST ELEMENTS<br>Direct Costs | Noncash | Cash to Cooperator | Noncash | In-Kind | (e) Total |
| 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 | |
| **Total Project Value:** | | | | | $523,384.32 |

| Matching Costs Determination | |
|---|---|
| Total Forest Service Share =<br>(a+b) ÷ (e) = (f) | (f)<br>65.86% |
| Total Cooperator Share<br>(c+d) ÷ (e) = (g) | (g)<br>34.14% |
| Total (f+g) = (h) | (h)<br>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 | Archaeoligist | $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)

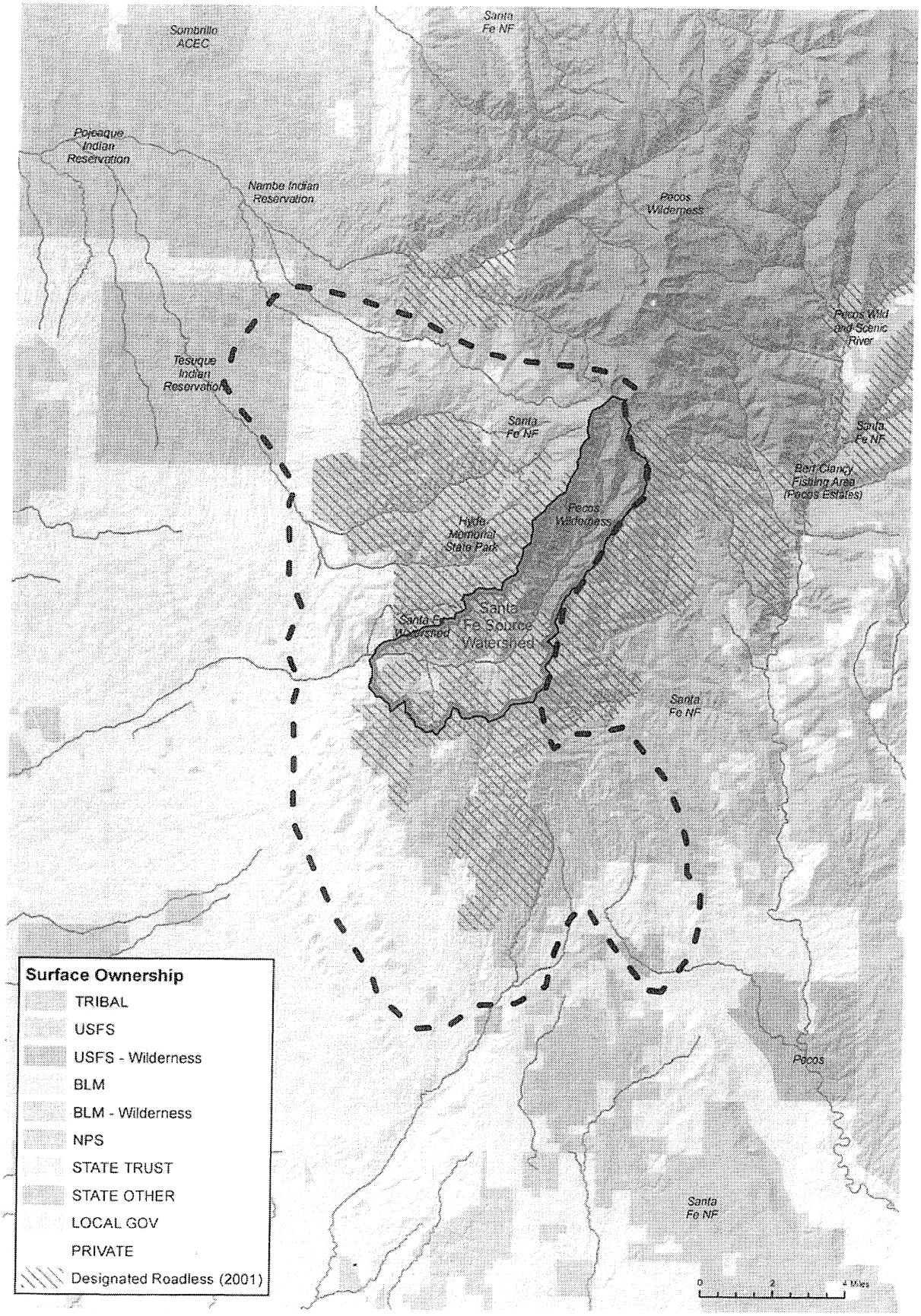
| | | | | | |
|---|---|---|---|---|---|
| **Salaries/Labor** | | | | | |
| **Standard Calculation** | | | | | |
| Job Description | | Cost/Day | # of Days | | Total |
| SFFD - WUI Specialist, Project Coordinat | | $234.00 | 250.00 | | $58,500.00 |
| | | | | | |
| **Total Salaries/Labor** | | | | | **$58,500.00** |
| | | | | | |
| | | | | | |
| **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 Coordinato | | $1.00 | 20000.00 | | $20,000.00 |
| Sustaining Environmental Capital Initiativ | | $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** | | | |

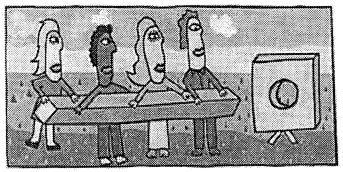
| WORKSHEET FOR | | | | | |
|---|---|---|---|---|---|
| **Cooperator Non-Cash Contribution Cost Analysis, Column (c)** | | | | | |
| | | | | | |
| **Salaries/Labor** | | | | | |
| **Standard Calculation** | | | | | |
| Job Description | | Cost/Day | # of Days | | Total |
| SFFD- WUI Specialist, Program 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.

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

# A DYNAMIC NEPA STEPS TOOL

## TASKS or ACTIVITIES[1] FOR COMPLETING AN EA OR EIS[2]

| TASK/ACTIVITY | *Estimated WORK DAYS*[3] | 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 POINT[4] |
| 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<br>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: FSH 1909.15, 12<br>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)<br>Responsible Official signs |  5 | RESPONSIBLE OFFICIAL KEY POINT.<br>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.<br>Responsible Official approves. |  3 | RESPONSIBLE OFFICIAL KEY POINT.<br>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 Records 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/<br>http://fsweb.wo.fs.fed.us/hfra/fieldguide.shtml |
|---|---|---|
| **Determine if project can be authorized under HFRA.**<br>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.<br>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. | <br>2 | 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.<br>The Responsible Official may be more involved at key steps because process decisions are "law" under HFRA.<br>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. |
| **HFRA Section 102: (a)(1)—(5) Authorized hazardous fuel reduction projects:** | <br>1 | Go to HFRA for location requirements.<br>Go to *Interim Field Guide* for decision tree (see website above). |
| **HFRA Section 103: Prioritization** | 1 | Go to HFRA for prioritization and collaboration requirements. |
| **HFRA Section 104(a)—(d) Consideration of Alternatives** | <br>3 | Go to HFRA for alternative requirements for different locations. |
| **HFRA Section 104(e): Public notice and public meeting** | 2 | Go to HFRA for notice and meeting requirements. |
| **HFRA Section 104(g): Environmental analysis and public comment** | 1 | Go to HFRA for opportunity for comment requirements.<br>Go to "Frequently Asked Questions" for comment opportunity for an EA.<br>http://fsweb.wo.fs.fed.us/hfra/faqs/index.shtml |
| **HFRA Section 105: Special Administrative Review Process** | <br>0 | 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. |
| **HFRA Section 104(h): Decision document** | <br>1 | Go to HFRA for decision document requirements. |

| Proposed Action/Purpose and Need | *15 days estimated* | (FSH 1909.15, ch. 11.2) |
|---|---|---|
| Develop Proposed Action/Purpose and Need in detail: who, what, how, where, when and why.<br><br>"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. | 10 | ***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 *unresolved known* 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.** |
| 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 | RESPONSIBLE OFFICIAL KEY POINT:[7] FSM 1950, ch. 41<br>Approves all components of the PA and P&N before going public. |
| Add to Schedule of Proposed Action and PALS **(FSH1909.15, 06)** | 1 | Put in SOPA/PALS as soon as proposed action is viable; may be before official scoping begins. Contact District/ Forest NEPA coordinator for PALS information. |
| Determine appropriate type of NEPA document: CE, EA, or EIS.<br>Use the NEPA document flowchart.<br>May be done before or after scoping | 1 | RESPONSIBLE OFFICIAL KEY POINT: FSH 1909.15, ch. 11.6<br>See FSH 1909.15 chapter 30 to see if CE is possible, or FSH 1909.15. ch. 20.2 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. |

[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 Scoping**[8] (FSH 1909.15, ch. 11) | *54 days estimated* | **NOTE:** Scoping is performed for *all* 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; PIL 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 Notice of Intent (NOI) (template); see FSH 1909.15, ch. 22.3, Exhibit 01 for required FS paragraph. |  10 | **RESPONSIBLE OFFICIAL KEY POINT: must sign 3 copies in ink**<br>http://www.archives.gov/federal_register/document_drafting_handbook/chapter_3.pdf<br>– *Federal Register* formatting.<br>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 *Federal Register* for publication | 10 | Fed Ex/Mail 3 **original** signed copies of NOI to *Federal Register* 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**<br>FSH 1909.15, ch. 12.4 | ***17 days estimated*** | **"Issues serve to highlight effects or unintended consequences that may occur from the proposed action and alternatives..."** |
|---|---|---|
| Analysis of Scoping Comments<br><br>Team identifies issues and their measures from internal and external scoping results.<br><br>Issues are used to focus analysis, highlight effects, and develop alternatives. | 10 | ***Key IDTeam work:** conduct content analysis of scoping comments. Look for issues in comments received. If large response, you may contract out comment analysis.<br><br>**See FSH 1909.15, ch. 12.4 for updated issue concepts: issues help focus analysis.**<br><br>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."<br><br>**Here is one suggested way to conduct comment analysis to discover issues:**<br><br>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. |
| Responsible Official approves list of issues to be analyzed in depth, and applicable measures. | <br>1 | **RESPONSIBLE OFFICIAL KEY POINT: FSM 1950, ch. 41** |
| Document scoping/issues process and results. (FSH 1909.15, ch. 12.6) | 5 | Not required, but it's a good way to document scoping effort/results for record and referencing in NEPA document. |
| Mail Scoping /Issues documentation to public if applicable. | 1 | 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. |
| Update project record and index and PALS. | [1] | **Concurrent** with process. |

| **Alternatives to Proposed Action** (FSH1909.15, ch.14) | ***25 days estimated*** | |
|---|---|---|
| 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: FSM 1950, ch. 41** |
| Update project record and index and PALS. | [1] | Concurrent with process. |
| **Effects Analysis Plan (Timeline update)** | ***3 days estimated*** | |
| 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 *information* is still needed for effects analysis. Much information can come from left-hand side analysis. |
| Environmental Effects specialists' reports: **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.<br>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. |
| Cumulative Effects Analysis: 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.<br>Report - Considering Cumulative Effects Under NEPA |
| 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.<br>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 Specialist Reports. |
| 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)**<br>(FSH 1909.15, ch. 17) | <br>1 | RESPONSIBLE OFFICIAL KEY POINT: FSH 1909.15, ch. 11.6 and 17<br>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 preparation**[9] | ***112 days estimated*** | FSH1909.15, ch. 20 (EIS):<br>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.<br>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.<br>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 | See FSH 1909.15, ch. 22 |
| Selection of Preferred Alternative<br>(if one or more exists for DEIS; one required for FEIS) | 2 | RESPONSIBLE OFFICIAL KEY POINT: FSH 1909.15. ch. 16 and 22.3(5) |
| Internal Team/RO/SO Review of draft document<br>(RO has a formal pre-decisional review process) | 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/mailing DEIS** | ***32 days estimated*** | |
|---|---|---|
| For EIS published by RO: review by Sandra Roberts is required.<br>Request permission for **color** in your document. | 5-10 | 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.<br>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. |
| Publishing of EIS | 15 | Depends on size of document, etc. |
| Mail 5 copies to **EPA office** (FSH 1909.5, 23.1) for their review. EPA is required by law to review EISs. | 7 | **Fed Ex or Mail EIS to EPA office**; they publish a Notice of Availability of EIS in *Federal Register*. [We do **not** prepare an "NOA" for Fed Reg as it doesn't exist as a document; it's just a list in the *Federal Register*]<br>This starts comment period clock for DEIS since it is from CEQ regulations (not 215).<br>Check web for current address:<br>http://www.epa.gov/compliance/nepa/submiteis/index.html<br>**Do NOT send EIS's to *Federal Register office!!*** |
| Public mailing. Timing is critical. | [7] | EIS: include mailing required by FSH 1909.15, chapter 60; see for current list:<br>http://www.fs.fed.us/emc/nepa/includes/distlist.pdf<br>Public must receive documents **on or before NOA date** so they have full time allowed for comment (FSH 1909.5, 23.2) |

| **DEIS Comment Period**[10] | ***45 days estimated*** | |
|---|---|---|
| DEIS: 45 days minimum comment period (FSH 1909.15, 21, 4)<br><br>DEIS: Write **Legal Notice per 215 regs** and publish in paper of record. | 45 | Comment period begins with NOA published by EPA in *Federal Register* (above).<br>http://www.fs.fed.us/emc/applit/includes/fedreqfinalrule03.pdf<br>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 *on the DEIS* is different from analysis of scoping comments done earlier in the process to determine issues. CEQ 1503.4(a): "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<br>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.<br><br>1503.4(b): All substantive comments received on the DEIS should be attached to the FEIS...<br>FSH 1909.15, chapter 24.1(1): Review, analyze, evaluate and *respond to substantive comments* on the draft EIS.<br>FSH 1909.15, chapter 24.1(3) says at a minimum, include in an appendix of an FEIS copies of *all comments* 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<br><br>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 FSH 1909.5, ch. 24.1 [c] for specific requirements for what you send to public versus what you send to EPA as the FEIS.<br><br>**Always coordinate this with Forest NEPA coordinator and Responsible Official.** |
| Selection of Preferred Alternative for FEIS | <br>3 | **RESPONSIBLE OFFICIAL KEY POINT: FSH 1909.15, ch. 22.3, 5c.** |
| Write Record of Decision (ROD)<br><br>Responsible Official signs ROD. | <br>10 | **RESPONSIBLE OFFICIAL KEY POINT – NEPA DECISION – FSH 1909.15, ch. 25**<br>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 | **Fed Ex/Mail FEIS to EPA office**; they publish a Notice of Availability of FEIS in *Federal Register.*<br>Check web for current address:<br>http://www.epa.gov/compliance/nepa/submiteis/index.html<br>**Do NOT send EIS's to *Federal Register office!!*** |

| **EA: 30-day comment period on proposed action**[11] | ***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 legal notice 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<br>*Consider* all comments received *during* the comment period; recent litigation changed regulations.<br>There is no longer a requirement for an appendix, but your record still must document how these comments were *considered. Usually comments are used to finalize the EA.* |
| 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):<br>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<br>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<br>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**<br>FSH1909.15, 43 | ***30 days estimated*** | |
|---|---|---|
| Select Alternative for Decision | <br>2 | **RESPONSIBLE OFFICIAL KEY POINT: FSH 1909.15, ch. 43.2**<br>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) | <br>5 | **RESPONSIBLE OFFICIAL KEY POINT – NEPA DECISION**<br>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 rationale for decision.<br>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 Legal Notice 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.<br>(FSH 1909.15, 44) | 5 | To adjusted mailing list (may decide to mail to those who commented, not all on original list). FSH 1909.15, 44 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] | FSH 1909.15, ch. 30 (CE) Forest Service procedures and categories |
|---|---|---|
| **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 *depth of analysis*, which is usually *much narrower* 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?**<br>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?**<br>**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.<br>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 FSH 1909.15, ch. 11 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.<br>**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.<br>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 |
| *Affected Environment & Effects (specialists reports)*[16] | *40+* | *40+* |
| NEPA documentation determination | 1 | 1 |
| *DEIS write and publish/ EA publish (here or after comments)* | *144+* | *110+* |
| 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 | |
| *[field work and consultation concurrent throughout process]* | **xxx** | |
| **Final NEPA documentation determination** | **1** | |
| **Categorical Exclusion documentation**<br>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**<br>Concurrent work on any known changes to document and ensuring project record is up to date. | **30 EA**<br>**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**<br>Line selects alternative<br>Write DN/FONSI | **30**<br>1<br>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:**

| Log # (Finance use only) | |
|---|---|
| Batch # (Finance use only) | |

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

| DEPARTMENT / DIVISION NAME | DATE |
|---|---|
| FIRE DEPARTMENT / WILDLAND URBAN INTERFACE (WUI) | 05/30/2017 |

| ITEM DESCRIPTION | BUSINESS UNIT | LINE ITEM | SUBSIDIARY (000000) | SUBLEDGER (0000) | INCREASE | DECREASE |
|---|---|---|---|---|---|---|
| EXPENDITURES | | | | | (enter as positive #) | (enter as negative #) |
| SALARIES | 22237 | 500100 | | | 58,500 ✓ | |
| O/S PER DIEM | 22237 | 560200 | | | 560 ✓ | |
| O/S TRANSPORTATION | 22237 | 560500 | | | 196 ✓ | |
| GASOLINE | 22237 | 531000 | | | 365 ✓ | |
| OFFICE SUPPLIES | 22237 | 530100 | | | 4,339 ✓ | |
| PRINTING | 22237 | 561800 | | | 36,040 ✓ | |
| PROFESSIONAL CONTRACTS | 22237 | 510300 | | | 212,500 ✓ | |
| ADVERTISING | 22237 | 561850 | | | 2,500 ✓ | |
| | | | | | | |
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| | | | | | | |
| | | | | | | |
| | | | | | | |
| REVENUES | | | | | (enter as negative #) | (enter as positive #) |
| FED REV-US DEPT AGRICULTURE | 21233 | 490515 | | | (315,000) ✓ | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | $ - | $ - |

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

Challenge Cost Share Agreement between the City of Santa Fe and the United States Department of Agriculture, Forest Service to implement planning, education, and outreach projects in the Santa Fe Fire Shed area. Federal funds allocated in the amout of $315,000 will commence in FY17-18. Total project value of $523,384.32.

| *(Complete section below if BAR results in a net change to ANY Fund)* | |
|---|---|
| Fund(s) Affected: | Fund Bal. Increase/ (Decrease) |
| | |
| | |
| | |
| TOTAL | 0 |

SCB
Shirley Coca Barela 5-30-17
Prepared By *(print name)* Date

Division Director *(optional)* Date

5/30/17
Department Director Date

*(Use this form for Finance Committee/ City Council agenda items ONLY)*

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #

5/30/17
Budget Officer Date

Finance Director *(≤ $5,000)* Date

City Manager *(≤ $50,000)* Date

**ACTION SHEET**
**PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 06/07/2021**

**ISSUE NO. 8h**

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

**PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to forward to 06/09/2021 Finance Committee.**

**SPECIAL CONDITIONS OR AMENDMENTS:**

**STAFF FOLLOW UP:**

| VOTE: | FOR | AGAINST | ABSTAIN |
|---|---|---|---|
| COUNCILOR RIVERA, CHAIR | EXCUSED | | |
| COUNCILOR GARCIA | X | | |
| COUNCILOR ABEYTA | X | | |
| COUNCILOR LINDELL | EXCUSED | | |
| COUNCILOR VIGIL COPPLER | X | | |

**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-__. (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: 05/12/21
Public Works and Utilities Department: 05/24/21
Quality of Life Committee: 06/02/21
Governing Body: 06/9/21

**QUALITY OF LIFE COMMITTEE ACTION:** Approved as amended on discussion. Councilor Garcia moved this item from the consent agenda to the discussion agenda.

**SPECIAL CONDITIONS OR AMENDMENTS:** The Committee approved Mayor Webber's proposed amendment as amended. The QLC approved to strike the last four words from the proposed amendment.

**SEND To:** Governing Body

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

| ACTION SHEET<br>PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 05/24/2021 |
|---|
| **ISSUE NO. 8a**<br><br>CONSIDERATION OF RESOLUTION NO. 2021-_. (Mayor Webber)<br>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)<br><br>**Committee Review:**<br>Introduced: 5/12/21<br>Finance Committee: 5/17/21<br>Public Works and Utilities Department: 5/24/21<br>Governing Body: 5/26/21 |
| **PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Pulled by Councilor Garcia for discussion. Unanimously approved to forward to 5/26/2021 Governing Body with no recommendation** |
| **SPECIAL CONDITIONS OR AMENDMENTS:** |
| **STAFF FOLLOW UP:** |

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

**ACTION SHEET**
**ITEM FROM FINANCE COMMITTEE MEETING OF 5/17/21**
**FOR CITY COUNCIL MEETING OF 5/26/21**

k) 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 | |

**FINANCE COMMITTEE ACTION:**
**Postponed-packet not ready –Legislative Svcs to determine which Committees going to before GB**

**FUNDING SOURCE:**

**SPECIAL CONDITIONS OR AMENDMENTS**

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

# City of Santa Fe New Mexico
## Memorandum

**Date:** May 17, 2021

**To:** Finance Committee, Public Works and Utilities Committee, and Governing Body

**From:** Regina Wheeler, Public Works Department Director GR
Gino Rinaldi, Recreation Division Director RW

**RE:** Bicentennial Pool Action Plan for 2021 Season

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**EXECUTIVE SUMMARY:**

The Resolution and a possible amendment provide the Governing Body with two options for how the City shall proceed with regards operations for Bicentennial Pool in the 2021 summer season.

**BACKGROUND:**

The Bicentennial Pool, constructed in 1976, is 45 years old and has received no major renovations since it was built. City staff recently discovered that the Bicentennial Pool was leaking approximately 130,000 gallons per month, equivalent to approximately 3 gallons per minute. Since the Bicentennial Pool is the only public outdoor pool in the City and it is typically open from Memorial Day weekend to the first week in September and serves approximately 200 patrons each day, staff quickly engaged contractors to assess and repair leaks with the goal to ready the pool for the 2021 summer pool season. Some large repairs are needed, including replacing the gutters surrounding the pool but these repairs could not be completed prior to the 2021 summer season. Leaks in the bottom drains and inlets have been repaired which will reduce the water loss some amount that will be measured after the pool is refilled. Additional minor repairs are required to open the pool, which will take at least through the end of May to complete. After repairs are complete, the pool will be refilled, the functionality and safety verified and inspected by NMED, and an actual schedule for potential reopening could be established.

Bicentennial Pool requires a major remodel to address all issues and leaks. A contractor is developing a quote for the recommended major renovation project. That quotation is expected by June 30, 2021, after which time funding would need to be identified and contracts approved by Governing Body. Work could begin at that time which is estimated to be September 2021.

The Recreation Department currently has staffing to operate three pools for the 2021 summer season. Fort Marcy and Genoveva Chavez Community Center pools are open now and will continue to operate for the 2021 summer season. Since the opening of Bicentennial Pool was delayed, and constituent groups are in need of additional pool facilities, the Recreation Department is planning to open the newly remodeled Salvador Perez pool in late May 2021. The Recreation

Department is also pursuing additional staffing to be able to operate 4 pools. Because the decision of use of the City's only outdoor pool involves a significant loss of water, during a severe drought year, the Governing Body is being asked to decide, with this Resolution, whether to operate the Bicentennial Pool with a leak of approximately 3 gallons per minute for the 2021 summer season. If Bicentennial Pool is not opened for the summer, then Salvador Perez Pool will remain open. If Bicentennial Pool is opened during 2021 summer season, the decision to keep Salvador Perez open or closed will be dependent upon Recreation Division staffing levels achieved this summer.

**ACTION REQUESTED:**

The Governing Body is asked to adopt one of two options, listed below, for an action plan on Bicentennial Pools operations for the 2021 summer season. The first option is written into the Resolution. Option two is provided as a separate amendment, which can be incorporated into the Resolution in place of Option one, if selected by Governing Body.

1. Complete repairs on Bicentennial Pool that can be made prior to opening for some portion of the 2021 summer season. After filling the pool and passing NMED inspection, establish and publicize a date to open the Bicentennial Pool. Depending on staffing levels achieved, determine if Salvador Perez pool would be closed or remain open for the remainder of the 2021 summer season. This is the option included in the Resolution as drafted.
2. Decide not to open Bicentennial Pool in the 2021 summer season with a leak of approximately 3 gallons per minute and pursue a permanent, long-term solution to repair Bicentennial Pool.

**ATTACHMENTS:**

Resolution
Amendment
FIR

**CITY OF SANTA FE, NEW MEXICO**

**RESOLUTION NO. 2021-__**

**INTRODUCED BY:**

Mayor Alan Webber

Councilor Roman "Tiger" Abeyta

Councilor Signe I. Lindell

**A RESOLUTION**

**ESTABLISHING AN OPERATIONAL PLAN FOR THE BICENTENNIAL POOL FOR THE 2021 SEASON.**

**WHEREAS**, the City of Santa Fe ("City") owns and maintains four pools throughout the city: Fort Marcy, Salvador Perez, Genoveva Chavez, and the Bicentennial outdoor pool; and

**WHEREAS**, the Bicentennial Pool is the only public outdoor swimming pool in the City, located at 1121 Alto Street; and

**WHEREAS**, the Bicentennial Pool provides the opportunity for a variety of water activities to the public during the summer season, including water Zumba, recreation swimming, lap swimming, and special events such as the season-ending Doggie Dip; and

**WHEREAS**, the Bicentennial Pool is typically open from Memorial Day weekend to the first week in September and serves approximately 200 patrons each day, generating approximately $33,000 in revenue annually; and

**WHEREAS**, various community groups utilize the Bicentennial Pool each year, including the City's youth programs, Santa Fe Aquatic Club Masters program, Santa Fe and Pojoaque Boys

and Girls Club, and numerous other private groups and schools; and

**WHEREAS,** the Bicentennial Pool was constructed in 1976 in honor of the bicentennial of the United States, and has received no major renovations since that time; and

**WHEREAS,** since the pool was built, there have been upgrades to the pump room including new sand filters, pumps, filtration systems, and electrical shut-off switches as well as the addition of two play structures and three shade structures; and

**WHEREAS,** on January 8, 2021, the Public Works Department became aware that Recreation Department staff believed the pool was leaking approximately six inches of water per day; and

**WHEREAS,** Recreation Department staff had obtained a quotation on January 5, 2021 to repair the gutters and replaster the pool at an estimated cost of $222,383; and

**WHEREAS,** Public Works Department staff established a purchase order and contractors began work on February 24, 2021 to assess and propose solutions for the 2021 season with the goal of performing the minimum repairs necessary, not including the repair of the gutters, to the pool to open by Memorial Day, 2021; and

**WHEREAS,** contractors confirmed that the pool gutters were the primary source of leakage and that the gutters could not be repaired in time for the 2021 season due to a six-month lead time on procuring replacement gutters; and

**WHEREAS,** the City has contracted to repair some leaks as soon as possible, including sealing the bottom drains and repairing some inlet water leaks, which staff believe will reduce the rate of water loss; and

**WHEREAS,** City staff have determined that there are no safety risks to the public associated with the water leaks; and

**WHEREAS,** water meter data from June through October of 2020 shows that the pool complex used an average of 168,000 gallons per month; and

**WHEREAS,** not more than 28,000 gallons per month could be attributed to evaporation from the pool; and the remaining 140,000 gallons per month of water useage is a result of shower and bathroom use, water splashed out of the pool, and leakage, indicating the maximum size of the leak at the time it was discovered was approximately 3 gallons per minute; and

**WHEREAS,** SFCC 1987, Subsection 25-3.2(A) states that municipal facilities shall not waste water and that leaks in excess of 0.25 gallons per minute constitute wasting water; and

**WHEREAS,** SFCC 1987, Section 25-3.2(B) states that "flow resulting from temporary city water systems or malfunctions" is not wasting water, but should be minimized; and

**WHEREAS,** Santa Fe, and the broader Southwest Region is in the midst of a "mega drought" in which water resources may become even more scarce, necessitating increased conservation of this precious resource; and

**WHEREAS,** the Public Works Department and the Recreation Department intend to work with the Water Conservation Office to follow the same monitoring and action plan that other businesses with identified leaks would take; and

**WHEREAS,** the Santa Fe Community College has two indoor swimming pools that are available for use by the public and Defined Fitness recently opened with access to a pool; and

**WHEREAS,** while positions within the Recreation Department have been unfrozen and filled, the Department currently only has staff to operate three pools, but is working to add staff to be able to operate four pools; and

**WHEREAS**, the recently remodeled Salvador Perez Pool will be opened to the public before Memorial Day, 2021, to respond to community demand for pool facilities.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE** that, in light of the information provided by City staff, including those from the Public Works Department, the Recreation Department, and the Water Conservation Office, the City shall perform any repairs that can be made prior to opening for some portion of the 2021

summer season and, after passing an inspection by the New Mexico Environment Department, establish and publicize a date to open the Bicentennial Pool for the remainder of the 2021 summer season.

PASSED, APPROVED, and ADOPTED this_____day of_____, 2021.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:

_____

ERIN K. McSHERRY, CITY ATTORNEY

*Legislation/2021/Resolutions/Bicentennial Pool Operational Plan*

# CITY OF SANTA FE, NEW MEXICO
# PROPOSED AMENDMENT(S) TO RESOLUTION NO. 2021-__
## Bicentennial Pool Action Plan

**Members of the City Council:**

**I propose the following amendment(s) to Resolution No. 2021-__:**

1. On page 3, line 25 after "shall" ***strike*** the remainder of the sentence and ***insert*** in lieu thereof "keep the Bicentennial Pool closed for the 2021 summer season and pursue a permanent, long-term solution to repair Bicentennial Pool."

Respectfully submitted,

_____
Alan Webber, Mayor

Approved as to Form:

_____
Erin K. McSherry, City Attorney

ADOPTED: _____
NOT ADOPTED: _____
DATE: _____

_____
Kristine Mihelcic, City Clerk

10302.9(A)

# CITY OF SANTA FE, NEW MEXICO
# PROPOSED AMENDMENT(S) TO RESOLUTION NO. 2021-__
## Bicentennial Pool Action Plan

**Mayor and Members of the City Council:**

**I propose the following amendment(s) to Resolution No. 2021-__:**

1. On page 3, line 25 after "shall" ***strike*** the remainder of the sentence and ***insert*** in lieu thereof "keep the Bicentennial Pool closed for the 2021, and once a full assessment of the pool is completed, provide a presentation to the Governing Body to discuss the assessment and potential options for next steps."

Respectfully submitted,

_____
Michael J. Garcia, Councilor

_____
Renee Villarreal, Councilor

Approved as to Form:

_____
Erin K. McSherry, City Attorney

ADOPTED: _____
NOT ADOPTED: _____
DATE: _____

_____
Kristine Mihelcic, City Clerk

10302.9(B)

**FIR No. 3327**

# FISCAL IMPACT REPORT

**General Information:**

(Check) Bill: _____ Resolution: X

Short Title(s): Bicentennial Pool Operating Plan

Sponsor(s): Mayor Webber, Councilor Lindell, and Councilor Abeyta

Reviewing Department(s): Public Works, Community Health and Safety, Public Utilities

Staff Completing FIR: Regina Wheeler Date: 5/12/2021 Phone: 955-6622

Reviewed by City Attorney: _____ Date: May 17, 2021

Reviewed by Finance Director: Alexis Lotero Date: May 17, 2021

Alexis Lotero (May 17, 2021 16:16 MDT)

**Summary:**

The proposed Resolution addresses operations at the Bicentennial Pool for the 2021 summer season. Analysis of past water meter data indicate that the pool is leaking approximately 3 gallons per minute, which equates to approximately 130,000 gallons per month. Some repairs are being completed prior to the 2021 summer season to reduce the leak. Additional repairs that will take 8 months or more are required to fully repair the pool. The City's Water Conservation group is collaborating with Public Works to monitor and address the leak.

**Departments Affected:**

Community Health and Safety, Public Utilities, Public Works

**Consequences of Not Enacting Legislation:**

The Governing Boy will not provide City staff with an action plan for the operation of Bicentennial Pool for the 2121 season.

**Conflict, Duplication, Companionship, or Relationship to Other Legislation:**

None identified.

**Performance and Administrative Implications:**

Depending on staffing levels achieved by the Recreation Department for the 2021 summer season, opening the Bicentennial Pool may require closing the Salvador Perez Pool.

**Fiscal Implications:**

Fiscal implications of the increased operating costs are not major. However, limited capital funds are being spent on some repairs to minimize water loss during the 2021 summer season. The work is not complete at this time, but the total cost is estimated to be approximately $75,000, and will be completed regardless of whether this Resolution is adopted by the Governing Body or not.

**Fiscal Impact**

The fiscal impact of operating the Bicentennial Pool for the 2021 summer season with a leak of approximately 3 gallons per minute is approximately $18,000 in additional costs for the use of an additional 400,000 gallons of water. These funds are available in the FY21 and FY22 Recreation Department budget.

_____Check here if no fiscal impact

**Expenditures**

| Expenditure Type | FYE 21 | FYE 22 | FYE _ | Require BAR (Y/N) | Recurring (R) or Non-recurring (NR) | Fund | 3-Year Total Cost |
|---|---|---|---|---|---|---|---|
| Personnel and Benefits* | $ | $ | $ | | | | |
| Capital Outlay | $ | $ | $ | | | | |
| Contractual/ Professional Services | $ | $ | $ | | | | |
| Operating | $ 6,000 | $ 12,000 | $ | | NR | | $ |
| Total: | $ 6,000 | $ 12,000 | $ | | | | $ |

* This includes all staff time associated with executing the job functions of the proposed legislation.

**Expenditure Narrative:**

**The pool will face increased water bills due to the leak.**

**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:** GR (May 17, 2021 16:33 MDT)

**Email:** earinaldi@santafenm.gov

**Signature:** RW (May 17, 2021 16:59 MDT)

**Email:** rawheeler@santafenm.gov

# 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
Alexandra G. Ladd, Director of Affordable Housing AGL

**FROM:** David A. Chapman, Grant Administrator DAC

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**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, dachapman@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.

**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.

| | |
|---|---|
| Log # *(Finance use only)*: | |
| Journal # *(Finance use only)*: | |

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

| DEPARTMENT / DIVISION NAME | | | | | DATE |
|---|---|---|---|---|---|
| Affordable Housing Department | | | | | 5/18/2021 |
| **ITEM DESCRIPTION** | **ORG** | **OBJECT** | **PROJECT** | **INCREASE** | **DECREASE** |
| **EXPENDITURES** | | | | *(enter as positive #)* | *(enter as negative #)* |
| WIP Construction | 3459981 | 572970 | Project Id: FA345D | 844,470 | |
| | | | | | |
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| | | | | | |
| **REVENUES** | | | | *(enter as negative #)* | *(enter as positive #)* |
| NM Dept of Finance & Administration | 3459981 | 460210 | Project Id: FA345D | (844,470) | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | $ - | $ - |

**JUSTIFICATION:** *(use additional page if needed)*
*–Attach supporting documentation/memo*
This funding is from a State of NM Severance Tax Bond (STB) Appropriation project Santa Fe Supportive Housing Renovation 20-E2745.

The actual grant amoun was $853,000.00 but $8,530.00 was automatically deducted by the state for Arts in Public Places (AIPP).

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

David A. Chapman — May 18, 2021
David A. Chapman (May 18, 2021 11:51 MDT)
Prepared By *(print name)* — Date

Division Director Signature *(optional)* — Date

Alexandra Ladd — May 19, 2021
Alexandra Ladd (May 19, 2021 10:13 MDT)
Department Director Signature — Date

*(Use this form for Finance Committee/ City Council agenda items ONLY)*

**CITY COUNCIL APPROVAL**

City Council Approval Date:

Agenda Item #:

Andy Hopkins — May 18, 2021
Andy Hopkins (May 18, 2021 14:41 MDT)
Budget Officer — Date

Alexis Lotero — May 24, 2021
Alexis Lotero (May 24, 2021 13:29 MDT)
Finance Director *(≤ $5,000)* — Date

City Manager *(≤ $60,000)* — Date

# City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 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**

Purchasing Officer Review: May 20, 2021 Date:

Comment & Exceptions: _____

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

Andy Hopkins (May 18, 2021 14:41 MDT)

Budget Officer Approval: May 18, 2021 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-MIHELCIC,
CITY CLERK

CITY ATTORNEY' OFFICE:

Marcos Martinez
Marcos Martinez (Apr 12, 2021 08:01 MDT)

_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Alexis Latero
_____ May 24, 2021
MARY McCOY, FINANCE DIRECTOR

3459981.572970
BUSINESS UNIT/LINE ITEM
STB 20-B2745 SF Supportive Housing dnc

**STATE OF NEW MEXICO**
**CAPITAL GRANT PROJECT**
**Request for Payment Form**
**Exhibit 1**

## I. Grantee Information

(Make sure information is complete & accurate)

A. Grantee: _____

B. Address: _____

(Complete Mailing, including Suite, if applicable)

_____

City, State, Zip

C. Phone No: _____

D. Grant No: _____

E. Project Title: _____

F. Grant Expiration Date: _____

## II. Payment Computation

A. Payment Request No. _____

B. Grant Amount: _____

C. AIPP Amount *(If Applicable)*: _____

D. Funds Requested to Date: _____

E. Amount Requested this Payment: _____

F. Reversion Amount (*If Applicable*): _____

G. Grant Balance: _____

H. ☐ GF ☐ GOB ☐ STB (*attach wire if first draw*)

I. ☐ Final Request for Payment (*if Applicable*)

## III. Fiscal Year : _____

*(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)*

## IV. ☑ Reporting Certification:

I hereby certify to the best of my knowledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with Article VIII of the Capital Outlay Grant Agreement.

## V. ☑ Compliance Certification:

Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

**Grantee Fiscal Officer**
or **Fiscal Agent** (*if applicable*)

**Grantee Representative**

Printed Name

Printed Name

Date: _____

Date: _____

## (State Agency Use Only)

**Vendor Code:** _____ **Fund No.:** _____ **Loc No.:** _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

Division Fiscal Officer Date

Division Project Manager Date

## NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
## EXHIBIT 2

**Notice of Obligation to Reimburse Grantee #** _____

DATE: _____

TO: Department Representative: _____, _____

FROM: Grantee Entity: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: $ 0.00

*Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.*

Department Rep. Approver: _____

Title: _____

Signature: _____

Date: _____

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

MICHELLE LUJAN GRISHAM
GOVERNOR

DONNIE J. QUINTANA
DIRECTOR

DEBORAH K. ROMERO
ACTING CABINET SECRETARY

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION
Bataan Memorial Building ♦ 407 Galisteo St. ♦ Suite 202 ♦ Santa Fe, NM 87501
PHONE (505) 827-4950 ♦ FAX (505) 827-4948

October 22, 2020

Alan Webber
Mayor, City of Santa Fe
200 Lincoln Ave
Santa Fe, NM 87501

*Re: Special Conditions for City of Santa Fe Capital Outlay Projects, per E.O. 13-006*

Dear Mayor Webber:

Our many thanks to you and the other City of Santa Fe representatives for a very productive meeting on Monday, October 19th, concerning certification of the City of Santa Fe for purposes of the Executive Order 2013-006 and New Mexico Capital Outlay projects. As discussed, in accordance with E.O. 2013-006, the following uniform funding criteria must be met for a Local Government grantee to be eligible to receive a grant of a State Capital Outlay appropriation:

a. for the most recently concluded fiscal year, a grantee must have timely submitted to the federal government all forms and federal single audit documentation required under the federal Single Audit Act of 1984, as amended, and Office of Management and Budget Circular No. A-133, if the due date for the report under federal law has passed. A federal single audit report is timely submitted for purposes of this criterion if submitted by any extended due date granted by the grantee's federal cognizant agency;
b. in the case of a grantee whose most recent federal single audit raises concerns about the grantee's ability to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired with grant funds:
    1. the grantee must have remedied the inadequacies in its accounting methods and procedures to the satisfaction of the State agency making the grant;
    2. **the State agency making the grant must have determined that it can impose and has the resources to implement special grant conditions that adequately address the inadequacies in the grantee's accounting methods and procedures; or**
    3. the State agency making the grant must have determined that another appropriate entity is able and willing to act as fiscal agent for the grant.

The Department of Finance and Administration (herein referred to as "Department") agrees that certification of the City of Santa Fe in accordance with the established uniform funding criteria would be possible provided that the following Special Conditions are implemented:

**Special Conditions for All 2020 Appropriations**

1. The City will participate in quarterly reconciliation meetings with the Department and provide status reports regarding the Audit Corrective Action Plan; and
2. The City's Grants Management Division or its Finance Director shall verify and approve that all documents related to encumbrance (Notice of Obligation) are eligible activities and consistent with the project(s) appropriation language per NMAC 2.61.6., prior to being submitted to the Department; and
3. The City's Grants Management Division or its Finance Director shall approve and verify that all documents related to reimbursement are encumbered (Department-approved Notice of Obligation), accurate, reported in the Department's database (http://cpms.dfa.state.nm.us) and submitted in a timely manner.
4. The City will use fund ***30300 State Legislative Appropriation Project*** and revenue line item ***47300 State Legislative Appropriations*** to budget all state capital outlay project grant awards on the Local Government Budget Management System (LGBMS) to allow for better tracking of quarterly financial activity related to these projects; and
5. The City will provide annually an audited detailed listing of all assets acquired with State Capital Outlay grant funds that identifies the Department administering such projects. In doing so, the City will provide to the Department a copy of the policies and procedures used to inventory capital and infrastructure assets; and

These Special Conditions will be included in the Inter-Governmental Agreement (IGA) for each City of Santa Fe project. The Special Conditions will remain in place for the duration of the project unless and until the Department is satisfied that the E.O. 13-006 uniform funding criteria has been met such that certain Special Conditions may be eliminated, in which case the Department will notify the City of Santa Fe in writing.

We welcome your comments and suggestions as to how to make these conditions effective. Please respond by close of business on Friday, November 6, 2020. If you should have any questions, you may call me at 505-470-7935.

Sincerely,



Eric Chenier
Chief Financial Officer
Department of Finance and Administration

Cc: Deborah K. Romero, Acting Cabinet Secretary, Department of Finance and Administration
Donnie Quintana, LGD Director, Department of Finance and Administration
Jarel Lapan Hill, City Manager, City of Santa Fe
Mary McCoy, Finance Director, City of Santa Fe

**Signature:** David A. Chapman
David A. Chapman (May 19, 2021 10:07 MDT)

**Email:** dachapman@santafenm.gov

CAPTIONS FOR:

~~PAW 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
## 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 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)

**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.

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 | | | | | | | ***Cost Per Site** | | **$6,810.84** |
| Hours Per Week: | 40+ | | | | | | | | | |
| **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 | 510310 |
| 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 | | 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** | | | | |
| **NMGRT (8.4375%):** | | | | | | **$122,200.19** | | | | |
| **Contract Total w/ NMGRT:** | | | | | | **$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:

ALAN WEBBER, MAYOR

Date:

ATTEST:

KRISTINE BUSTOS-MIHELCIC, 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

CONTRACTOR:

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

NAME

TITLE

Date: 5/10/21

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

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

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. <u>INDEMNIFICATION</u>

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:

ALAN WEBBER, MAYOR

DATE: June 11, 2018

CONTRACTOR:

UNIVERSAL PROTECTION SERVICE, LP/DBA ALLIED UNIVERSAL SECURITY SERVICES

See attached

NAME, TITLE

DATE:

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

ATTEST:

Yolanda Y. Vigil

YOLANDA Y. VIGIL
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 Fluetsch, 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 Pres. Dont

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).

ITEM # 18-1303

**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 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

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:

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 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

ITEM # 18-1318

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

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:

ALAN WEBBER, MAYOR

Date: 11/21/2018

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

NAME & TITLE

Date: 10/15/18

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

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

APPROVED AS TO FORM:

9/25

ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

11/21

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 # 19-0192

**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:

ALAN WEBBER, MAYOR

Date: 4/1/19

ATTEST:

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

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

See attached
NAME & TITLE

Date:

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

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:

_____
ALAN WEBBER,

Date:_____

ATTEST:

_____
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

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



STEVE CLATON, PRESIDENT

Date: 4/11/19

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

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:

MAYOR

DATE:

CONTRACTOR:

UNIVERSAL PROTECTION SERVICE, LP/DBA ALLIED UNIVERSAL SECURITY SERVICES

NAME, TITLE

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 52165.510310); Libraries ($132,729.85 from 12100.510310, $69,260.16 from 22774.510310, and $5,691.59 from 52102.510310); City Hall / SFCCC ($15,908.41 from each of 52102.510310, 22210.510310 and 52165.510310); Municipal Court ($63,201.37 from 12002.510310); Transit ($26,999.22 from 52401.510310); Airport ($132,466.43 from 52800.510310); GCCC ($86,761.69 from 52701.510310).

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

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:

ALAN WEBBER, MAYOR

DATE: June 11, 2018

CONTRACTOR:

UNIVERSAL PROTECTION SERVICE, LP/DBA ALLIED UNIVERSAL SECURITY SERVICES

See attached

NAME, TITLE

DATE:

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

ATTEST:

Yolanda Y. Vigil

YOLANDA Y. VIGIL
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 Fluetsch, 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:

MAYOR

DATE:

CONTRACTOR:

UNIVERSAL PROTECTION SERVICE, LP/DBA ALLIED UNIVERSAL SECURITY SERVICES

NAME, TITLE Pres. Dir.

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 $5,691.59 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).

ITEM # 19-0223

**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:

ALAN WEBBER, MAYOR

Date: 4/1/19

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
cc mtg. 3/27/2019

APPROVED AS TO FORM:

1/30
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

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

See Attached
NAME & TITLE

Date:

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

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:

_____
ALAN WEBBER, MAYOR

Date:_____

ATTEST:

_____
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

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

_____
NAME & TITLE

Date: 2/4/19

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

ITEM # 19-0334

**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:

ALAN WEBBER, MAYOR

Date: 5/9/19

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
CC mtg. 5/8/2019

APPROVED AS TO FORM:

ERIN MCSHERRY, CITY ATTORNEY 2/7

APPROVED:

MARY MCCOY, FINANCE DIRECTOR 5/9

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

See Attached
NAME & TITLE

Date:

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

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:

_____
ALAN WEBBER, MAYOR

Date:_____

ATTEST:

_____
YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

2/7
ERIN MCSHERRY, CITY ATTORNEY

APPROVED:

_____
MARY MCCOY, FINANCE DIRECTOR

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

_____
NAME & TITLE

Date: 3/18/19

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

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 # 19-0514

**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:

ALAN WEBBER, MAYOR

Date: 6/28/19

CONTRACTOR:

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

See attached

Date: 6.28.19

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
cc mtg 6.26.19

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

APPROVED AS TO FORM:

6/11/19
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

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:

ALAN WEBBER, MAYOR

Date:

CONTRACTOR:

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

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

ITEM # 20-0248

**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
QB 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
QB 5/27/20

CITY ATTORNEY'S OFFICE:

5/24/20
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

Item# 20-0463
Munis Contract#

**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

CITY ATTORNEY'S OFFICE:

Marcos Martinez
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 fourty 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

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

SENIOR ASSISTANT CITY ATTORNEY

APPROVED AS TO BUDGET:

MARY MCCOY, FINANCE DIRECTOR

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

Business Unit/Line Item: VAROUS 5150403.572970 AL

AL

**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 1 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

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: 10/21/20

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
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 TRANSFERRABLE 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**<br>MARSH USA INC<br>1717 Arch Street<br>Philadelphia, PA 19103<br>Attn: Philadelphia.certs@marsh.com / Fax: (212) 948-0360<br><br>CN118025105-ALL-STAND-21-22 | **CONTACT NAME:** ...<br>**PHONE (A/C, No, Ext):** **FAX (A/C, No):**<br>**E-MAIL ADDRESS:** |
| **INSURED**<br>Allied Universal Topco, LLC<br>(See Attached for Additional Named Insureds)<br>161 Washington Street, Suite 600<br>Conshohocken, PA 19428 | **INSURER(S) AFFORDING COVERAGE** — **NAIC #**<br>**INSURER A :** Lexington Insurance Company — 19437<br>**INSURER B :** Greenwich Insurance Company — 22322<br>**INSURER C :** XL Insurance America — 24554<br>**INSURER D :** Indian Harbor Insurance Company — 36940<br>**INSURER E :** N/A — N/A<br>**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 | X **COMMERCIAL GENERAL LIABILITY**<br>[ ] CLAIMS-MADE [X] OCCUR<br>X CONTRACTUAL LIABILITY<br>X SIR $1,750,000<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY [ ] PRO-JECT [ ] LOC<br>[ ] OTHER: | | | 082695264 | 01/01/2021 | 01/01/2022 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>[ ] | $ 10,000,000<br>$<br>$<br>$ 10,000,000<br>$ 10,000,000<br>$ 10,000,000<br>$ |
| B | **AUTOMOBILE LIABILITY**<br>X ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY<br>[ ] | | | RAD9437818-04 | 01/01/2021 | 01/01/2022 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>[ ] | $ 5,000,000<br>$<br>$<br>$<br>$ |
| D | [ ] **UMBRELLA LIAB** [X] OCCUR<br>X **EXCESS LIAB** [ ] CLAIMS-MADE<br>[ ] DED [ ] RETENTION $ | | | RES943799401<br>'EXCESS OF GENERAL LIABILITY | 01/01/2021 | 01/01/2022 | EACH OCCURRENCE<br>AGGREGATE<br>[ ] | $ 10,000,000<br>$ 10,000,000<br>$ |
| C<br>C | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY**<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N<br>**(Mandatory in NH)**<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | RWD3001203-05(AOS)<br>RWR3001204-05(WI) | 01/01/2021<br>01/01/2021 | 01/01/2022<br>01/01/2022 | X PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |

**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**

City of Santa Fe
Attn: J. Sam Burnett
2651 Siringo Rd, Bldg E
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 of Marsh USA Inc.**

Manashi Mukherjee

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

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

_____
Department Rep Signature attesting that all information included

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

_____
Purchasing Officer attesting that all information is reviewed

**REQUIRED DOCUMENTS FOR RFP FILE***

| YES | N/A | |
|---|---|---|
| ☐ | ☒ | Final RFP Document |
| ☐ | ☒ | Copy of legal solicitation published in the newspaper, website, etc. |
| ☐ | ☒ | All addendums |
| ☐ | ☒ | Plan holders list |
| ☐ | ☒ | Copies of all RFP submittals |

*

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

**AWARD***

**YES N/A**

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

**DISCLOSURES***

**YES N/A**

**Contractor Disclosures & Conflicts of Interest**
☐ ☒ Disclosures & Conflicts of Interest Form(s) (winning proponent(s)/offeror(s))
**Contractor –Conflicts of Interest**
☐ ☒ Purchasing Office Letter or e-mail to designated individual regarding potential conflict
☐ ☒ Conflict of Interest Form signed by all parties
☐ ☒ Letter from Procurement Office regarding the potential conflict
**Subcontractor Disclosures**
☐ ☒ Disclosures & Conflicts of Interest form of Subcontractor(s)
**Subcontractor –Conflicts of Interest**
☐ ☒ Purchasing Officer Letter or email to designated individual regarding potential conflict
☐ ☒ Conflict of Interest form signed by all parties
☐ ☒ Letter from Legal Office regarding the potential conflict
☐ ☒ Other: _____

**CONTRACT***

**YES N/A**

☒ ☐ Copy of Executed Contract
☒ ☐ Copy of all documentation presented to the Committees
☒ ☐ Finalized Council Committee Minutes
☒ ☐ Other: _____

**MISCELLANEOUS FILE***

**YES N/A**

☐ ☒ Local Preference Form
☐ ☒ New Mexico Residence Form
☐ ☒ Veterans Exemption

*

☐ ☒ Other: _____

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

**PROTEST (If applicable)***

| YES | N/A | |
|---|---|---|
| ☐ | ☒ | Documentation from protester filed with the Purchasing Office |
| ☐ | ☒ | Letter from Department to Purchasing Office Providing response to protest |
| ☐ | ☒ | Letter from Purchasing Officer to protester and Department on final outcome |
| ☐ | ☒ | Other: _____ |

**Create a separate file folder which may contain any documents with trade secrets or other competitively sensitive, confidential or proprietary information.**

| YES | N/A | |
|---|---|---|
| ☒ | ☐ | Original proposal (s) with no redactions |

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 SERVIC

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:

**Amendment is for:** Increase the contract total by to provide security services at the Santa Fe Railyard.

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: 6/30/3019
Reason: Add hrs and service loccation

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

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

**Purchasing Officer Review**

**Comments or Exceptions:**

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

Andy Hopkins
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:**

**ACTION SHEET**
**PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 06/07/2021**

**ISSUE NO. 8a**

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

**PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Pulled by Councilor Vigil Coppler for discussion. Approved unanimously to forward to 6/9/2021 Governing Body with recommendations that we separate monies herein for the airport security and revise the agreement to include monies herein devoted to parks security.**

**SPECIAL CONDITIONS OR AMENDMENTS:**

**STAFF FOLLOW UP:**

| VOTE: | FOR | AGAINST | ABSTAIN |
|---|---|---|---|
| COUNCILOR RIVERA, CHAIR | EXCUSED | | |
| COUNCILOR GARCIA | X | | |
| COUNCILOR ABEYTA | X | | |
| COUNCILOR LINDELL | EXCUSED | | |
| COUNCILOR VIGIL COPPLER | X | | |

| ACTION SHEET<br>PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 05/24/2021 |
|---|
| **ISSUE NO. 8g**<br><br>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)<br><br>**COMMITTEE REVIEW:**<br>Public Works and Utilities Committee: 5/24/2021<br>Finance Committee: 6/1/2021<br>Governing Body: 6/9/2021 |
| **PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to forward 06/01/2021 Finance Committee.** |
| **SPECIAL CONDITIONS OR AMENDMENTS:** |
| **STAFF FOLLOW UP:** |

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

# City of Santa Fe, New Mexico
## Memorandum

**DATE:** **May 7, 2021**

**TO:** **Governing Body, Finance Committee, Public Works/Utilities Committee**

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

**FROM:** **Caryn Grosse, Facilities Project Administrator** CG

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**ITEM AND ACTION:**
Request for the Approval of Service Agreement with Pluma LLC in the Total Amount of $334,873.00 for Roof, HVAC, and Employee Parking Security Measures; Caryn Grosse, 955-5938, clgrosse@santafenm.gov

**BACKGROUND AND SUMMARY:**
City of Santa Fe recently approved a State of New Mexico General Fund Grant Agreement for the project at the Municipal Court to replace the roof, 10 cooling units, and window actuators and controls (which aid in cooling and ventilation), and install fence and gates to secure the employee parking lot. These measures will improve comfort for staff and public, protect the building from further damage due to roof leaks, and improve security for staff.

The legislative language for the project is:

20-E2740, $363,700.00 Appropriation Reversion Date: 30-JUN-24
Laws of 2020, Chapter 81, Section 35, Para. 396, Three Hundred Sixty Three Thousand Seven Hundred Dollars ($363,700.00) to plan, design, construct, furnish and equip renovations, including air conditioning and roof repairs, to the municipal court in Santa Fe, In Santa Fe County. After Arts in Public Places (AIPP) deduction of 1% ($3,637.00), the net grant amount is **$360,700.00.** The bulk of this appropriation will be spent on roofing and HVAC. In 2019, the State Legislature awarded the City $117,000 to install bulletproof windows in the municipal at the customer service windows in the lobby. The grant number was 19-D3204.

**PROCUREMENT METHOD:**
The procurement method is via NM Statewide Price Agreement (SWPA) # 00-00000-20-00110 General Construction Services – Statewide, which expires on June 30, 2021.

**SCHEDULE:**

| | |
|---|---|
| Public Works/Utilities Committee | 5/24/2021 (Deadline 5/12/2021) |
| Finance Committee | 6/1/2021 |
| Governing Body | 6/9/2021 |

**CONTRACT NUMBER:**
The FY20 Munis contract number is 3202658.

**FUNDING SOURCE:**
Project # FA320C Muni Court Repair-2020
**Fund Name/Number**: Facilities/320
**Munis Org Name/Number:** Facilities CIP/3209980
**Munis Object Name/Number:** WIP Construction/572970

Clerks Item # _____
Munis Contract # 3202658

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 **Pluma, LLC** herein after referred to as the "Contractor."

**IT IS MUTUALLY AGREED BETWEEN THE PARTIES:**

1. **Definitions**

A. "Products and Services Schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended with the prior approval of the Agreement Administrator. New products and services shall not be added to the Products and Services Schedule.

B. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.

C. "You" and "your" refers to **Pluma, LLC**. "We," "us" or "our" refers to the City and whose accounts are created under this Agreement.

2. **Scope of Work**

A. The Contractor shall perform the following work at City of Santa Fe Municipal Court, located at 2511 Camino Entrada, Santa Fe, NM 87507, as described in Proposal 21-2077 (Exhibit A attached hereto):

1) Replace roof and install new downdraft cooling units.
2) Replace window actuators and controls.
3) Install fence and gates with controls for employee parking lot.

3. **Compensation**

The City shall pay to the Contractor based upon fixed prices for each Deliverable item as listed here.

| Deliverable item: | | U/I (unit of issue) | | Price |
|---|---|---|---|---|
| 01 | Roof and Cooling Units | EA | | $ 136,550.00 |
| 02 | Window Actuators and Controls | EA | | $ 88,404.36 |
| 03 | Fence and Gates | EA | | $ 55,788.00 |
| | | | Subtotal | $ 280,742.36 |
| | | | NMGRT | $ 23,687.64 |
| | | | Total | $ 304,430.00 |

| Unanticipated Cost Overruns: | | U/I (unit of issue) | Price |
|---|---|---|---|
| 01 | 10% Unanticipated Cost Overrun* | | $ 30,443.00 |

*In the event the project exceeds the deliverable amount, the City, at its discretion, may agree to pay additional compensation to the contractor in an amount less than or equal to 10% of the project cost.

The total compensation under this Agreement shall not exceed $334,873.00 including New Mexico gross receipts tax.

4. **Payment Provisions**

All payments under this Agreement are subject to the following provisions.

A. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.

B. Payment of Invoice - Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of invoice. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

5. **Term**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and end on December 31, 2021. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four years in accordance with NMSA 1978, §§ 13-1-150 through 152.

6. **Default and Force Majeure**

The City reserves the right to cancel all or any part of any orders placed under this contract without cost to the City, if the Vendor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the City due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence

of the Vendor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

7. **Termination**

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

B. Notice; City Opportunity to Cure.

1. Except as otherwise provided in Paragraphs 7.A and 17, the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.

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

8. **Amendment**

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

9. **Status of Contractor**

The Contractor, and Contractor's agents and employees, are independent Contractors for the City and are not employees of the City. The Contractor, and Contractor's agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by the Contractor for income tax purposes, including without limitation, self-employment tax and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has written authority to do so, and then only within the strict limits of that authority.

10. **Assignment**

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

11. **Subcontracting**

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

12. **Non-Collusion**

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

13. **Inspection of Plant**

The City may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

14. **Commercial Warranty**

The Vendor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Vendor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. Vendor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

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. 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.

34. **Impracticality of Performance**

A party shall be excused from performance under this Agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

35. **Invalid Term or Condition**

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

36. **Enforcement of Agreement**

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

37. **Patent, Copyright and Trade Secret Indemnification**

A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Agreement infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:

i. give the Contractor prompt written notice within 48 hours of any claim;

ii. allow the Contractor to control the defense of settlement of the claim; and

iii. cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

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

i. provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;

ii. replace or modify the product or service so that it becomes non-infringing; or,

iii. accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

38. **Survival**

The Agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Agreement. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Agreement shall survive this Agreement.

39. **Disclosure Regarding Responsibility**

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars ($60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7 of this Agreement.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the

matter is resolved to the satisfaction of the City.

40. **Suspension, Delay or Interruption of Work**

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Agreement.

41. **Notification**

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To the City:
Caryn Grosse, Project Administrator
City of Santa Fe
2651 Siringo Road, Building E
PO Box 909
Santa Fe, NM 87504-0909
505-955-5938 (o), 505-795-2471 (m)
clgrosse@santafenm.gov

To the Contractor:
Christopher Pacheco, Managing Member
Pluma, LLC
6301 4th Street NW, Suite 1
Albuquerque, NM 87107
505-345-0755 (o)
chris@plucys.com

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:

_____
ALAN WEBBER,
MAYOR

DATE: _____

CONTRACTOR: PLUMA, LLC

_____
CHRISTOPHER PACHECO,
MANAGING MEMBER

DATE: 5/5/2021
CRS# 02-963775-00-9
Registration # 222373

ATTEST:

_____
KRISTINE BUSTOS-MIHELCIC,
CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (May 3, 2021 08:00 MDT)
_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY MCCOY,
FINANCE DIRECTOR

3209980.572970 (Project # FA320C Muni Court Repair-2020) AJH
AJH
MUNIS Org/Object

**Pluma, LLC**
6301 4th St NW, Ste 1
Albuquerque, NM 87107
(505) 345-0755
chris@plucys.com
http://www.plucys.com

# Estimate

**ADDRESS**
City of Santa Fe
PO Box 909
Santa Fe, NM 87504-0909

**SHIP TO**
City of Santa Fe
2511 Camino Entrada
Santa Fe, NM 87507

**ESTIMATE #** 21-2077
**DATE** 04/28/2021
**EXPIRATION DATE** 06/28/2021

| ACTIVITY | QTY | RATE | AMOUNT |
|---|---|---|---|
| **Statement of Work**<br>GC will demo 10 existing downdraft AC units and reinstall 10 new downdraft aero cool M#TD6801C6800 units.<br>GC will install new units to existing ductwork on roof, seal new units to ductwork and mount with new logs. Install new 1 Hp 2 stage motors on all units, connect new waterline to existing water supply. Start up new units and test for proper function, haul off old units.<br>GC will remove all loose gravel and counter flashing on all flat portions of existing roof to include above entry to main parking lot.<br>GC will install a mechanically attached TPO roof system and will reseal all metal coping on window with a silicone system to prevent further leaking.<br>GC will refresh overall the metal roof sections to include resealing any and all penetration's and fasteners. | | 0.00 | |
| **Superintendent/Foreman** | | | 12,800.00T |
| **Mechanical** | | | 41,250.00T |
| **Roofing** | | | 82,500.00T |
| **Statement of Work**<br>GC will demo 45 window actuators and replace with a new replacement model to include new control pads. | | | |
| **Superintendent/Foreman** | | | 10,125.00T |
| **Labor** | | | 21,600.00T |
| **Materials**<br>Window Actuators, Control Panels, Wire, Misc. Fasteners | | | 47,799.42T |
| **Rental(s)**<br>2 - 35' Scissor Lifts | | | 4,100.00T |
| **ST&C**<br>Small Tools & Consumables | | | 4,779.94T |
| **Statement of Work**<br>GC will supply and install approx. 160 ft of 7ft tall curved top ornamental iron fence. Panels will have three 1 1/2" rails with 3/4" speared cured top pickets.<br>GC will supply and install two 4'7" walk thru gates, two 14'x7' single swing gates.<br>GC will supply and install two lift master CSW240L swing gate operators with card reader access and free exit loops. | | 0.00 | |
| **Superintendent/Foreman** | | | 3,200.00T |
| **Line Item Quote**<br>American Fence | | | 52,588.00T |

**Terms and Exclusions**
This a firm, fixed contract price. Work performed on this contract will not be converted to time and materials.

Work is limited to that described in the Statement of Work (SOW) above. Materials are limited to those materials listed above. Any changes or additions to the SOW or materials list will require a change to this estimate, signed by the property owner. Terms are 50% upon estimate signature, and 50% upon completion (COD). Contractor is not responsible for any pre-existing conditions or any work not outlined in the SOW above. 1 year labor and materials warranty.

New Mexico's Most Innovative Construction Company.
A Service Disabled Veteran Owned Small Business.
Pluma Construction Systems is Licensed, Bonded, and Insured. NM License Number 387286
Notice: All work subject to New Mexico Law Section 48-2; Mechanics' and Materialman's Lien Law.

| | |
|---|---|
| SUBTOTAL | 280,742.36 |
| TAX (8.4375%) | 23,687.64 |
| TOTAL | **$304,430.00** |

Accepted By

Accepted Date

New Mexico's Most Innovative Construction Company.
A Service Disabled Veteran Owned Small Business.
Pluma Construction Systems is Licensed, Bonded, and Insured. NM License Number 387286
Notice: All work subject to New Mexico Law Section 48-2; Mechanics' and Materialman's Lien Law.

# City of Santa Fe

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

**Section to be completed by department**

1. Munis Contract # **3202658**

Contractor: **Pluma, LLC**

Description: **Request for Approval of Service Contract in the Total Amount of $334,873.00 for Roof, HVAC and Other Renovations at Municipal Court**

Contract [x] Agreement [ ] Lease / Rent [ ] Amendment [ ]

Term Start Date: **upon approval** Term End Date: **December 31, 2021**

[ ] Approved by Council Date: _____

**Contract / Lease: Original Contract**

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: SWPA 00-00000-20-00110 General Construction Services - Statewide**

Fran Delaway (May 10, 2021 17:08 MDT) May 10, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: Issued through a SWPA

4. **Funding Source: FA320C Muni Court Repair-2020** **Org / Object: 3209980.572970**

Andy Hopkins (May 10, 2021 16:23 MDT) May 10, 2021

Budget Officer Approval: Date:

Comment & Exceptions: _____

**Staff Contact who completed this form: Caryn Grosse** Phone # **955-5938**

Email: **clgrosse@santafenm.gov**

**To be recorded by City Clerk:**

Clerk # _____

Date of Execution: _____

# CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Pluma, LLC

Procurement Title: Roof and HVAC Renovations at Municipal Court

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

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

Department Requesting Public Works on Behalf of Municipal Court Staff Name Caryn Grosse, x5938

**Procurement Requirements:**

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

**REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING***

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

Caryn Grosse — Facilities Project Administrator — , 2020

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

Fran Dunaway — Chief Procurement Officer — May 10, 2021

Fran Dunaway (May 10, 2021 17:08 MDT)

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

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

*

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# State of New Mexico
# General Services Department

## Statewide Price Agreement

**Awarded Vendors:**
**43 Vendors – Starting on page 6**

Price Agreement Number**:** **00-00000-20-00110**

Payment Terms**:** **See page 6**

F.O.B.**:** **Destination**

Delivery**:** **See page 6**

**Ship To:**
**All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.**

**Invoice:**
**As Requested**

Procurement Specialist**:** Michael Saavedra MS

Telephone No.**:** 505-827-0610

Email: Michael.Saavedra@state.nm.us

Title: **General Construction Services - Statewide**

Term**:** **July 1, 2020 thru June 30, 2021**

**This Price Agreement is made subject to the "terms and conditions" shown on the reverse side of this page, and as indicated in this Price Agreement.**

**Accepted for the State of New Mexico**

Valerie Paulk

Date: 6/26/2020

New Mexico State Purchasing Agent

x **This Agreement was signed on behalf of the State Purchasing Agent**



JDL

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## Terms and Conditions

(Unless otherwise specified)

1. **General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's bid, a binding contract is created.

2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.

3. **Assignment:**

a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.

b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.

4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.

5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid. Discounts for payment within twenty (20) days will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise invoice, whichever is later.

6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.

7. **Inspection of Plant:** The State Purchasing Agent or his/her designee may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.

8. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. **Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.**

9. **Taxes:** The unit price shall exclude all state taxes.

10. **Packing, Shipping and Invoicing:**

a. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.

b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.

c. Invoices must be submitted to the using agency and NOT the State Purchasing Agent.

11. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or

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negligence of the Vendor, such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

12. **Non-Collusion:** In signing this bid the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent or his/her designee.

13. **Nondiscrimination:** Vendor doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).

14. **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.

15. **Items:** All bid items are to be NEW and of most current production, unless otherwise specified.

16. **Payment for Purchases:** Except as otherwise agreed to: late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

17. **Workers' Compensation:** The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation benefits for its employees. If the Contractor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the contracting agency.

18. **Submission of Bid:** Bids must be submitted in a sealed envelope with the bid number and opening date clearly indicated on the bottom left hand side of the front of the envelope. Failure to label bid envelope will necessitate the premature opening of the bid in order to identify the bid number.

19. **Contractor Personnel**: Personnel proposed in the Contractor's written bid to the Procuring Agency are considered material to any work performed under this Price Agreement. Once a Purchase Order or contract has been executed, no changes of personnel will be made by the Contractor without prior written consent of the Procuring Agency. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Procuring Agency shall retain the right to request the removal of any of the Contractor's personnel at any time.

20. **Subcontracting:** The Contractor shall not subcontract any portion of the Price Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the Agency.

21. **Records and Audit:** The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Price Agreement's term and effect, and retain them for a period of three (3) years from the date of final payment under this Price Agreement. The records shall be subject to inspection by the Agency, State Purchasing Division, Department of Finance and Administration, and for Information Technology contracts, State Chief Information Officer. The Agency shall have the right to audit billings, both before and after payment. Payment for services under this Price Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

22. **Subcontracts:** The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.

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## New Mexico Employees Health Coverage

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agrees to maintain for the term of the contract, health insurance for its New Mexico Employees and offer that health insurance to its New Mexico Employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceeds $250,000 dollars.

B. Contractor agrees to maintain a record of the number of its New Mexico Employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all of its New Mexico Employees of the availability of State publicly financed health care coverage programs by providing each of its New Mexico Employees with, as a minimum, the following web site link to additional information: https://bewellnm.com.

D. For purposes of this Paragraph, the following terms have the following meanings:

(1) "New Mexico Employee" means any resident of the State of New Mexico employed by Contractor who performs the majority of the employee's work for Contractor within the State of New Mexico, regardless of the location of Contractor's office or offices; and

*(2)* "offer" means to make available, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of Executive Order 2007-049. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*

## Statewide Price Agreement

**Article I – Statement of Work**
Under the terms and conditions of this Price Agreement all State of New Mexico agencies, commissions, institutions, political subdivisions and local bodies allowed by law may issue orders for items and/or services described herein. The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

The items and/or services to be ordered shall be as listed under Article IX - Price Schedule. All orders issued hereunder will bear both an order number and this Price Agreement number. It is understood that no guarantee or warranty is made or implied by the New Mexico State Purchasing Agent, his/her designee or the user that any order for any definite quantity will be issued under this Price Agreement. The Contractor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order.

**Article II – Term**
The term of this Price Agreement, for issuance of orders, shall be as indicated in the specifications.

**Article III – Specifications**
Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under Article IX-Price Schedule. Orders issued against this schedule will show the applicable Price Agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

**Article IV – Shipping and Billing Instructions**
Contractor shall ship in accordance with the following instructions: Shipment shall be made only against specific orders which the user may place with the Contractor during the term; The Contractor shall enclose a packing list with each shipment listing the order number, price agreement number and the commercial parts number (if any) for each item; Delivery shall be made as indicated on page1. If vendor is unable to meet stated delivery the State Purchasing Agent or his/her designee must be notified.

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**Article V – Termination**
The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency 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 Agency 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. Termination of this Contract, however, shall not affect any outstanding orders. This provision is not exclusive and shall not waive other rights and remedies afforded either party in the event of breach of contract or default. In such instances the contract may be cancelled effective immediately.

**Article VI – Amendment**
This Price Agreement may be amended by mutual agreement of the New Mexico State Purchasing Agent or his/her designee and the Contractor upon written notice by either party to the other. An amendment to this Price Agreement shall not affect any outstanding orders issued prior to the effective date of the amendment as mutually agreed upon, and as published by the New Mexico State Purchasing Agent or his/her designee. Amendments affecting price adjustments and/or the extension of a price agreement expiration date are not allowed unless specifically provided in the bid and price agreement specifications.

**Article VII – Indemnity Clause**
Contractor shall indemnify and hold harmless the State, its officers and employees, against liability, claims, damages, losses or expenses arising out of bodily injury to persons or damage to properties caused by, or resulting from Contractor's, and/or its employees, own negligent act or omission while Contractor, and/or its employees, perform or fails to perform its obligations and duties under the Terms and Conditions of this agreement. This save harmless and indemnification clause is subject to the immunities, provisions, and limitations of the Tort Claims Act (Section 41-4-1, et seq., N.M.S.A. 1978 comp. and Section 57-7-1 N.M.S.A. 1878 comp. and any amendments thereto.

It is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of any part of the 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(s) to person(s), damage(s) to property(ies) and/or any other claim(s) whatsoever pursuant to the provisions of this agreement. Vendor shall provide all insurance necessary to employees on the work site, including but not limited to Worker's Compensation.

**Article VIII – Issuance or Orders**
Only written signed orders are valid under this Price Agreement.

**Article IX – Packing (if applicable)**
Packing shall be in conformance with standard commercial practices.

**Article X – Price Schedule**
Prices as listed in the price schedule hereto attached are firm.

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**Awarded Vendors:**

(AA) 0000139642
AGM Konstruction LLC
1570 Pacheco Street, Suite E-6
Santa Fe, NM 87505
505-429-6072 or 505-365-2922
ambrose@AGMKonstruction

Payment Terms: 30 days
Delivery: FOB - Job Site

(AB) 0000053415
Advanced Environmental Solutions, Inc.
2318 Roldan Drive
Belen, NM 87002
505-861-1700
asaiz@aesnm.com

Delivery: Per Contract Specs

(AC) 0000107401
All-Rite Construction, Inc.
dba RITECON
539 Oliver Ross Drive NW
Albuquerque, NM 87121
505-344-7663
meshach@ritecon.com

Payment Terms: Net 30

Delivery: As Requested

(AD) 0000009253
Allied Electric, Inc.
2859 Cerrillos Road
Santa Fe, NM 87507
mailing: PO Box 28430
Santa Fe, NM 87592-8430
505-438-8899
melissa@alliednm.com

Payment Terms: Net 30 days

Delivery: As Requested by Owner

(AE) 0000054601
Anchorbuilt, Inc.
PO Box 27688
Albuquerque, NM 87125
505-342-2452
ray.zamora@anchorbuilt.com or mfranco@anchorbuilt.com

Payment Terms: Net 30

Delivery: As Requested

(AF) 0000046277
B & D Industries, Inc.
9720 Bell Avenue SE
Albuquerque, NM 87123
505-299-4464
clinton@banddindustries.com

Payment Terms: Net 30 days

Delivery: FOB Destination

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(AG) 0000146366
Barnsley Construction, LLC
4900 Hawkins Street
Albuquerque, NM 87109
505-856-5576
rayc@barnsleyconstruction.com

Payment Terms: Net 30

Delivery: FOB Destination

(AH) 0000146367
Miguel Contreras
dba C R M Construction
413 Burma Drive NE
Albuquerque, NM 123
505-974-1869
miguel.crmconstruction@gmail.com

Payment Terms: Net 30

Delivery: As Requested

(AI) 0000051994
Classic Industries, Inc.
PO Box 434
Dona Ana, NM 88032
575-523-2053
classic.industries@comcast.net

Payment Terms: Net 30

Delivery: 5 days from Notice to Proceed

(AJ) 0000138100
Consolidated Builders of NM LLC
PO Box 26785
Albuquerque, NM 87125
505-873-6139
consolidatedbuilders@comcast.net

Payment Terms: Net 30

Delivery: As requested

(AK) 0000116075
Davenport Construction Management LLC
141 Camino de las Crucitas
Santa Fe, NM 87501
505-660-7105
mitch@dcmnm.com

Payment Terms: net 30

Delivery: As Requested

(AL) 0000012754
FacilityBUILD, Inc.
5904 Florence Ave, NE
Albuquerque, NM 87113
505-828-0060
camkilcup@facilitybuild.com

Payment Terms: Net 30

Delivery: As Required

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(AM) 0000079938
Facility Solutions Group
8340 Burnham Road, Suite 300
El Paso, TX 79907
915-307-3386
jerrod.kew@fsgi.com

Payment Terms: Net 30

Delivery: 7209 Jefferson Street SW

(AN) 0000043596
First Mesa Construction, Inc.
8819 Second Street NW
Albuquerque, NM 87114
505-843-8990
cheryl@firstmesa.net

Payment Terms: Net 30 days

Delivery: First Mesa Construction, Inc.

(AO) 0000049692
Franken Construction Co., Inc.
1025 Douglas Avenue
Las Vegas, NM 87701
505-554-1481 or 505-429-1962
brentfranken@frankenconstruction.com

Payment Terms: Net 30 days

Delivery: 1025 Douglas Avenue, Las Vegas, NM 87701

(AP) 0000090285
GM Emulsion, LLC
5935 Agua Fria
Santa Fe, NM 87507
505-471-9981
gabriel@gmemulsion.com

Payment Terms: Net 30

Delivery: As requested

(AQ) 0000141388
GME General Building LLC
5935 Agua Fria
Santa Fe, NM 87507
505-471-9981
erik@gmegeneralbuilding.com

Payment Terms: Net 30

Delivery: As requested

(AR) 0000052470
HEI, Inc.
PO Box 31310
Albuquerque, NM 87190
505-880-1819
whumbard@heinm.com

Payment Terms: Net 30

Delivery: FOB Destination

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(AS) 0000049140
Handiwork, Inc.
4425 Juan Tabo Blvd NE, #208
Albuquerque, NM 87111
505-239-5575
jshuster@swcp.com

Payment Terms: Net 30 Days

Delivery: As Requested, FOB Destination

(AT) 0000046321
Jack B. Henderson Construction Co., Inc.
501 Eubank Blvd. SE
Albuquerque, NM 87123
505-292-8955
jeichhorst@jbhenderson.com

Payment Terms: Net 21

Delivery: 501 Eubank Blvd. SE, Alb. NM 87123

(AU) 0000093684
JRM Construction Co, LLC
2620 Via Berrenda
Santa Fe, NM 87505
505-920-9768
bob87505@aol.com

Payment Terms: net 30

Delivery: N/A

(AV) 0000087051
La Mesilla Construction, LLC
98 County Road 119
Espanola, NM 87532
505-927-6513
lamesillaconstruction@gmail.com

Payment Terms: Net 21

Delivery: per owner's request

(AW) 0000055206
Lone Mountain Contracting, Inc.
125 Bosque Farms Blvd.
Bosque Farms, NM 87068
505-869-2996
tessie@lonemountain.com or nick@lonemountain.com

Payment Terms: Net 30

Delivery: 125 Bosque Farms Blvd. Bosque Farms NM 87068

(AX) 0000050594
Longhorn Construction Services, Inc.
9208 Lona Lane NE
Albuquerque, NM 87111
505-858-1360
lcsinc@comcast.net or samlcs@comcast.net

Payment Terms: 30 Days

Delivery: FOB job site

(AY) 0000046795
Lynco Electric Co. Inc.
1520 West Amador
Las Cruces, NM 88005
575-523-9066
lyncoelecnathan@comcast.net

Payment Terms: NET 30

Delivery: AS INDICATED ON BID FORM

DocuSign Envelope ID: CF0CAFC1-C847-48CD-B5CB-4BEFD91351D1



(AZ) 0000070502
Mans Construction, Inc.
1996 S Valley Drive
Las Cruces, NM 88005
575-644-5011
ftorres@mans-co.com

Payment Terms: (21 days from acceptance of undisputed invoice)

Delivery: As Requested per Contract Documents

(BA) 0000011272
Mechanical Controls Solutions
dba MCS
4020 Vassar Drive NE, Suite B
Albuquerque, NM 87107
505-888-1616
mmacready@icsicontrols.com

Payment Terms: Net 45

Delivery: As Requested

(BB) 0000086491
Mevacon LLC
1207 Scoggins
Las Cruces, NM 88005
575-524-0327
arivas@meva-con.com

Payment Terms: Per Terms and Conditions

Delivery: 1207 Scoggins, Las Cruces, NM 88005

(BC) 0000049376
Mick Rich Contractors, Inc.
8401 Firestone Lane, NE
Albuquerque, NM 87113
505-823-9782
jimrich@mickrichcontractors.com

Payment Terms: Net 30

Delivery: As Requested

(BD) 0000090378
Nieto Custom Builders
428 Candie Lane
Corrales, NM 87048
505-270-1346
pnieto@ncbnmpro.com

Payment Terms: 30 days

Delivery: Open

(BE) 0000140941
Northeastern Construction Company
925 Mills Ave
Las Vegas, NM 87701
505-454-8143 or 505-426-7585
sean@necbuilders.net or necontractors@yahoo.com

Payment Terms: Net 30 days

Delivery:

DocuSign Envelope ID: CF0CAFC1-C847-48CD-B5CB-4BEFD91351D1



(BF) 0000114869
Pluma, LLC
6301 4th Street NW, Suite 1
Albuquerque, NM 87107
505-345-0755
chris@plucys.com

Payment Terms: Net 30

Delivery: FOB Destination

(BG) 0000108577
QA Engineering
1409 Ortiz Drive SE
Albuquerque, NM 87108
505-338-7092 or 505-250-8663
robert@qaengineering.com

Delivery: FOB Job site

(BH) 0000132517
R and M Construction LLC
PO Box 1026
Alcalde, NM 87511
505-927-2027
robert@rmconstructionnm.com

Payment Terms: NET 30

Delivery: e-mail or US Mail

(BI) 0000135923
Road Runer Plaster & Drywall LLC
3272 Ojos De Jo
Santa, Fe, NM
505-670-3426
ivanroadrunner@live.com

Payment Terms:

Delivery: Upon Receipt

(BJ) 0000009789
SDV Construction, Inc.
8912 Adams St. NE
Albuquerque, NM 87113
505-883-3176
estimating@sdvconstruction.com or paul@sdvconstruction.com

Payment Terms: Net 30

Delivery: Destination

(BK) 0000076453
Sanchez Demolition, Inc.
PO Box 721
Bosque, NM 87006
505-864-7551
sanchezdemolition@gmail.com

Payment Terms: 30 days net

Delivery:

DocuSign Envelope ID: CF0CAFC1-C847-48CD-B5CB-4BEFD91351D1



(BL) 0000146352
Snyder Construction
5800 San Francisco Rd NE
Albuquerque, NM 87109
505-923-3181
zsnyder@snyder-const.com or tmcmains@snyder-const.com

Payment Terms: Net 30

Delivery: Destination

(BM) 0000051414
WWRC, Inc.
1716 W. 7th
Clovis, NM 88101
575-769-2618
wwrc@wwrcinc.com or ricky@wwrcinc.com

Payment Terms: net 30 days

Delivery: as requested

(BN) 0000009760
Weil Construction, Inc.
3344 Princeton Dr. NE
Albuquerque, NM 87107
505-899-3535
chris@weilconstruction.com

Payment Terms: Net 30

Delivery: Delivery

(BO) 0000048657
Welch's Boiler Service, Inc.
6060 Isleta Blvd S.W.
Albuquerque, NM 87105
505-877-0356
welchsboiler@comcast.net or keith.welch99@comcast.net

Payment Terms: Net 30

Delivery: TBD, Job site.

(BP) 0000052947
Western Mechanical Co.
DBA/Western Mechanical HVAC & Plumbing
3301 Girard Blvd NE
Albuquerque, NM 87107
505-341-4458 or 505-948-3800
westernmechanical@hotmail.com or mike.westernmechanical@gmail.com

Payment Terms: 30 Days

Delivery: Hand Delivery

(BQ) 0000050416
White Sands Construction, Inc.
1700 10th Street
Alamogordo, NM 88310
575-437-7816
catlin@whitesandsconstruction.com

Payment Terms: 21 Days after Submission

Delivery: 1700 10th Street, Alamogordo, NM 88310

# City of Santa Fe

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

## BUSINESS REGISTRATION

**Business Name:** PLUMA CONSTRUCTION SYSTEMS
DBA: PLUMA CONSTRUCTION SYSTEMS

**Business Location:** 6301 4TH ST NW STE 7
ALBUQUERQUE, NM 87107

**CRS Number:** 02963775009

**Owner:** PLUMA CONSTRUCTION SYSTEMS

**License Number:** 222373

**License Type:** Business License - Renewable

**Issued Date:** May 06, 2021

**Classification:** Out of Jurisdiction Contractor - General

**Expiration Date:** May 06, 2022

**Fees Paid:** $10.00

PLUMA CONSTRUCTION SYSTEMS
6301 4TH ST NW STE 7
ALBUQUERQUE, NM 87107

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

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

**TO BE POSTED IN A CONSPICUOUS PLACE**

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/07/2021

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

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

| PRODUCER | CONTACT NAME: Susan Vance | |
|---|---|---|
| Downey & Company<br>6565 AMERICAS PARKWAY NE<br>SUITE 750<br>ALBUQUERQUE NM 87110 | PHONE (A/C, No, Ext): (505) 881-0300 | FAX (A/C, No): (505) 881-0908 |
| | E-MAIL ADDRESS: svance@downeyandco.com | |

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Donegal Insurance Group | 13692 |
| INSURER B : Builders Trust of New Mexico | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED**

Pluma, LLC, DBA: Pluma Construction Systems
6301 4th St, NW
Suite 1
Albuquerque NM 87107

**COVERAGES** **CERTIFICATE NUMBER:** 2020-2021 Multi **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | [X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [X] PRO-JECT [ ] LOC<br>[ ] OTHER: | | | CPT9304970 | 06/01/2020 | 06/01/2021 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 100,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| A | AUTOMOBILE LIABILITY<br>[X] ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY | | | CA9063215 | 06/01/2020 | 06/01/2021 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| A | [X] UMBRELLA LIAB [X] OCCUR<br>EXCESS LIAB [ ] CLAIMS-MADE<br>DED [ ] RETENTION $ | | | CXL9304970 | 06/01/2020 | 06/01/2021 | EACH OCCURRENCE<br>AGGREGATE | $ 2,000,000<br>$ 2,000,000 |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ]<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | WC-100-0006343-2021A | 01/01/2021 | 01/01/2022 | [X] PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 2,000,000<br>$ 2,000,000<br>$ 2,000,000 |

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

**CERTIFICATE HOLDER**

CITY OF SANTA FE - PUBLIC WORKS
120 S. FEDERAL PL #305
SANTA FE NM 87501

**CANCELLATION**

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

**AUTHORIZED REPRESENTATIVE**

Susan J. Vance

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INSURORS
INDEMNITY COMPANIES

Phone: 877 816 2800 | PO Box 32577
Waco, Texas 76703-4200

**PERFORMANCE BOND**
**(NEW MEXICO - PUBLIC WORKS)**

Bond Number: CNB-38835-00

KNOW ALL MEN BY THESE PRESENTS:

THAT, Pluma, LLC, (hereinafter called the Principal), as Principal, and INSURORS INDEMNITY COMPANY, a corporation organized and existing under the laws of the State of Texas, licensed to do business in the State of New Mexico and admitted to write bonds, as surety, (hereinafter called the Surety), with its principal place of business in the City of Waco, Texas, are held and firmly bound unto the City of Santa Fe (hereinafter called the Obligee), in the amount of Three Hundred and Thirty-Four Thousand Eight Hundred and Seventy-Three Dollars and Zero Cents ($ 334,873.00 ) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain Contract with the Obligee, dated the _____ day of _____, _____, for the construction of _____
3202658 Sana Fe Municipal Court, Replace roof, install cooling unit, replace window actuators & control, install fence & gates for employee parking lot .

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform the work in accordance with the Contract and the Contract Documents, including the plans and specifications, then this obligation shall be null and void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Section 13-4-18 of Chapter 13 of New Mexico Statutes Annotated 1978 and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of said Chapter to the same extent as if it were copied at length herein.

PROVIDED FURTHER, that this bond is conditioned upon the Obligee having fully and completely discharged its obligations under the Contract, and the Contract Documents, including, but not limited, to having paid the Principal in strict accordance with the Contract and the Contract Documents; and

PROVIDED FURTHER, that in order to invoke the Surety's obligations to the Obligee, the Obligee shall have defaulted and terminated the Principal in accordance with the Contract and the Contract Documents and shall have mailed notice to the Surety, within seven (7) days of the default and termination of the Principal, at:

| | | |
|---|---|---|
| Insurors Indemnity Company<br>P.O. Box 2683<br>Waco, TX 76702-2683 | Or | Insurors Indemnity Company<br>225 South Fifth Street<br>Waco, TX 76710 |

of said default and termination; and

PROVIDED FURTHER, that the Surety shall have Twenty (20) businesses days, not including the date of receipt, after the receipt of the notice of default and termination to review the default and termination of the Principal to decide whether it will:

1) Proceed to arrange for completion of the work by either:

   A) Taking over the work; or
   B) Financing the Principal; or
   C) Tendering a replacement contractor to the Obligee and paying the difference between the replacement contractor's contract price and the remaining contract funds to the Obligee; or
   D) Arranging for the completion of the work in some other manner; or

2) Deny liability and coverage under this bond; and

PROVIDED FURTHER, that the Obligee, in the event of a default and termination of the Principal, shall:

1) Fully cooperate in the Surety's review of the default and termination by providing a copy of all the Contract Documents and all other documents requested by the Surety;

2) Allow the Surety or the Surety's representatives full and complete access to the construction site; and

3) In the event the Surety takes over the work, finances the Principal or arranges for the completion of the work by paying to the Surety, or as the Surety may designate, the unpaid Contract proceeds in accordance with the terms and conditions of the Contract; and

PROVIDED FURTHER, that any payments by the Surety shall reduce the penal sum of this bond to the extent that the Obligee does not reimburse the Surety by paying to the Surety the remaining Contract balances; and

PROVIDED FURTHER, that the Surety is NOT bound by any arbitration term, condition, clause or provision imposed by the underlying Contract or Contract Documents; and

PROVIDED FURTHER, that the Surety is NOT bound by any indemnification term, condition, clause or provision imposed by the underlying Contract or Contract Documents; and

PROVIDED FURTHER, that the Obligee must give the Surety the written notice of default stated above no later than one (1) year from the date of the earliest to occur of the following: (i) the date of any abandonment of the Contract; (ii) the date final payment is made to the Principal under the Contract; or (iii) the date the Principal last performed Work under the Contract. Any default declared or claim made by the Obligee outside this timeframe is not covered by this Bond.

PROVIDED FURTHER, that no right of action shall accrue on this bond to or for the use of any person or entity other than the Obligee named herein. No suit shall be filed on this bond after one year from the earliest date in sections (i)-(iii) of the preceding paragraph, nor may suit be brought other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, and not elsewhere; provided, however, if the limitation or period of time to make claims herein are prohibited by any law, then such limitation or period of time shall be deemed to be amended so as to be equal to the minimum period of limitation or notice allowed by such law.

PROVIDED FURTHER, that this bond is NOT a substitute for and is NOT meant to, or intended to, supplement the insurance required to be furnished by the Principal in accordance with the Contract and the Contract Documents; and

PROVIDED FURTHER, that this bond does not provide coverage for and the Surety shall not be liable for molds, living or dead fungi, bacteria, allergins, histamines, spores, hyphae, mycrotoxins, toxins, viruses, or their related parts, nor the remediation thereof, nor the consequences or the results of their occurrence, existence, or appearance, whether or not they were caused by Principal's actions or inactions; and

PROVIDED FURTHER, that this bond does not provide coverage for, and the surety shall not be liable for, losses caused by acts of terrorism, riot, civil insurrection, or acts of war; and

PROVIDED FURTHER, that in any lawsuit involving this bond the prevailing party shall be awarded its attorney fees.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 7th day of May, 2021.

APPROVED AS TO FORM:

By:_____ Obligee (Seal)

PRINCIPAL: Pluma, LLC
(Seal)

By: _____ MANAGER
(title)

INSURORS INDEMNITY COMPANY
(Seal)

By: Christian B Downey
Christian B. Downey, Attorney-in-Fact

Bond verification: bonddept@insurorsindemnity.com

INSURORS INDEMNITY COMPANIES

Phone: 877 816 2800 | PO Box 32577
Waco, Texas 76703-4200

**PAYMENT BOND**
**(NEW MEXICO - PUBLIC WORKS)**

Bond Number CNB-38835-00

KNOW ALL PERSONS BY THESE PRESENTS:

THAT Pluma, LLC (hereinafter called the Principal), as Principal, and INSURORS INDEMNITY COMPANY, a corporation organized and existing under the laws of the State of Texas, licensed to do business in the State of New Mexico and admitted to write bonds, as surety, (hereinafter called the Surety), with its principal place of business in the City of Waco, Texas, are held and firmly bound unto City of Santa Fe (hereinafter called the Obligee), in the amount of Three Hundred and Thirty-Four Thousand Eight Hundred and Seventy-Three Dollars and Zero Cents ($ 334,873.00 ) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain contract with the Obligee, dated the _____ day of _____, _____, for the construction of _____
3202658 Sana Fe Municipal Court, Replace roof, install cooling unit, replace window actuators & control, install fence & gates for employee parking lot .

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provide for in said contract, and shall pay all taxes due to the State of New Mexico arising out of construction services rendered under the Contract then, this obligation shall be null and void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Sections 13-4-18 and 13-4-19 of Chapter 13 of New Mexico Statutes Annotated 1978 and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of said Chapter to the same extent as if it were copied at length herein.

PROVIDED FURTHER, that the Surety's address for giving notice of claim is:

Insurors Indemnity Company
P.O. Box 2683
Waco, TX 76702-6683;

Or

Insurors Indemnity Company
225 South Fifth Street
Waco, TX 76710.

SIGNED, SEALED AND DATED this 7th day of May, 2021.

PRINCIPAL: Pluma, LLC (Seal)

By: _____ MANAGER
(title)

APPROVED AS TO FORM:

By:_____
Obligee

INSURORS INDEMNITY COMPANY (Seal)

By: Christian B Downey
Christian B. Downey, Attorney-in-Fact

INSURORS
INDEMNITY COMPANIES

# POWER OF ATTORNEY of INSURORS INDEMNITY COMPANY
## Waco, Texas

**KNOW ALL PERSONS BY THESE PRESENTS:** **Number:** CNB-38835-00

That INSURORS INDEMNITY COMPANY, Waco, Texas, organized and existing under the laws of the State of Texas, and authorized and licensed to do business in the State of Texas and the United States of America, does hereby make, constitute and appoint

Christian B. Downey of the City of Albuquerque, State of NM

as Attorney in Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, all of the following classes of document, to-wit:

Indemnity, Surety and Undertakings that may be desired by contract, or may be given in any action or proceeding in any court of law or equity; Indemnity in all cases where indemnity may be lawfully given and with full power and authority to execute consents and waivers to modify or change or extend any bond or document executed for this Company.

INSURORS INDEMNITY COMPANY

Attest: Tammy Tieperman
Tammy Tieperman, Secretary

By: Dave E. Talbert
Dave E. Talbert, President

State of Texas
County of McLennan

On the 11th day of November, 2014, before me a Notary Public in the State of Texas, personally appeared Dave E. Talbert and Tammy Tieperman, who being by me duly sworn, acknowledged that they executed the above Power of Attorney in their capacities as President, and Corporate Secretary, respectively, of Insurors Indemnity Company, and acknowledged said Power of Attorney to be the voluntary act and deed of the Company.

Sheri Carnes
Notary Public, State of Texas

Sheri Carnes
Notary Public, State of Texas
My Comm. Exp. 5/21/21
Notary ID 223699-7

Insurors Indemnity Company certifies that this Power of Attorney is granted under and by authority of the following resolutions of the Company adopted by the Board of Directors on November 11, 2014:

RESOLVED, that all bonds, undertakings, contracts or other obligations may be executed in the name of the Company by persons appointed as Attorney in Fact pursuant to a Power of Attorney issued in accordance with these Resolutions. Said Power of Attorney shall be executed in the name and on behalf of the Company either by the Chairman and CEO or the President, under their respective designation. The signature of such officer and the seal of the Company may be affixed by facsimile to any Power of Attorney, and, unless subsequently revoked and subject to any limitation set forth therein, any such Power of Attorney or certificate bearing such facsimile signature and seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signature and seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached.

RESOLVED, that Attorneys in Fact shall have the power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and any such instrument executed by such Attorneys in Fact shall be binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary or Assistant Secretary of the Company.

I, Tammy Tieperman, Secretary of Insurors Indemnity Company, do hereby certify that the foregoing is a true excerpt from the Resolutions of the said Company as adopted by its Board of Directors on November 11, 2014, and that this Resolution is in full force and effect. I certify that the foregoing Power of Attorney is in full force and effect and has not been revoked.

In Witness Whereof, I have set my hand and the seal of INSURORS INDEMNITY COMPANY on this _____ day of May, 2021.

Tammy Tieperman
Tammy Tieperman, Secretary

NOTE: IF YOU HAVE ANY QUESTION REGARDING THE VALIDITY OR WORDING OF THIS POWER OF ATTORNEY, PLEASE CALL 800 933 7444 OR WRITE TO US AT P. O. BOX 32577, WACO, TEXAS 76703 OR EMAIL US AT BONDDEPT@INSURORSINDEMNITY.COM.

INSURORS
INDEMNITY COMPANIES

Phone: 877 816 2800 | PO Box 32577
Waco, Texas 76703-4200

# IMPORTANT NOTICE - AVISO IMPORTANTE

To obtain information or make a complaint:

You may call Insurors Indemnity Company's toll-free telephone number for information or to make a complaint at:

1-877-816-2800

You may also write to Insurors Indemnity Company at:

P.O. Box 32577
Waco, TX 76703-4200
Or
225 South Fifth Street
Waco, TX 76701

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at

1-800-252-3439

You may write the Texas Department of Insurance at:

Consumer Protection (111-1A)
P.O. Box 149091
Austin, TX 78714-9091
Fax: 512-490-1007

Web: http://www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact the agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de Insurors Indemnity Company's para informacion o para someter una queja al

1-877-816-2800

Usted tanbien puede escribir a Insurors Indemnity Company:

P.O. Box 32577
Waco, TX 76703-4200
O
225 South Fifth Street
Waco, TX 76701

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

Consumer Protection (111-1A)
P.O. Box 149091
Austin, TX 78714-9091
Fax: 512-490-1007

Web: http://www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concemiente a su prima o a un reclamo, debe comunicarse con el agente o la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

| ACTION SHEET<br>PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 05/24/2021 |
|---|
| **ISSUE NO. 8e**<br><br>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 111, emmorales@santafenm.gov, 955-4618)<br><br>**Committee Review:**<br>Public Works and Utilities Committee: 05/24/2021<br>Finance Committee: 06/01/2021<br>Governing Body: 06/09/2021 |
| **PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to forward to 06/01/2021 Finance Committee** |
| **SPECIAL CONDITIONS OR AMENDMENTS:** |
| **STAFF FOLLOW UP:** |

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

# City of Santa Fe, New Mexico

# memo

Date: February 11, 2021

To: PW-PUC/Finance/City Council

Via: Shannon Jones, Public Utilities Director SJ
Jesse Roach, Water Division Director JR

From: Jonathan Montoya, Source of Supply Operations Manager JM
Re: Approval of amendment to Alpha SW contract Munis#19-0115

**ITEM**
Source of Supply staff is requesting funding approval for Contract #19-0115 Alpha Southwest Emergency Repair in FY22. This will be year 4 of a 4 year agreement. Amount requested $189,328.13.

**JUSTIFICATION**
Alpha Southwest currently holds a 4 year emergency water equipment repair contract with Source of Supply in the amount of $189,328.13 per year. Work under this contract typically involves non-routine or emergency repairs to the Canyon Road water treatment plant, and city water facilities (Wells, booster pumps, water storage tanks, etc.). Majority of the repairs completed under this contract are critical to the operation of the water production and conveyance systems. Services obtained by this contractor are typically highly specialized for example: machine shop services, crane services, deep well repair/rehabilitation, and underwater marine diving.

**RECOMMENDED ACTION**

- Please approve amendment to Munis Contract# 19-0115 for FY22 to fund year 4 of this agreement in the amount of $189,328.13.

**CITY OF SANTA FE**
**AMENDMENT No. 5 TO**
**SERVICES AGREEMENT**
**ITEM#19-0115; # 19-0395; #20-0212;**
**#20-0373; #20-0462**

AMENDMENT No. 5 (the "Amendment") to the SERVICES AGREEMENT, dated February 27, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and Alpha Southwest Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City.

**RECITALS**

A. Under the terms of the Agreement, Contractor has agreed to provide Source of Supply emergency repair services to the City of Santa Fe.

B. Pursuant to Article 8 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

Article 3, paragraph B of the Agreement is amended to increase the amount of compensation by two hundred eleven thousand fifteen dollars and sixty three cents ($211,015.63), including New Mexico gross receipts tax so that Article 3, paragraph B reads in its entirety as follows:

B. The total compensation under this Agreement shall not exceed one million one hundred twenty one thousand four hundred forty three dollars and two cents ($1,121,443.02) including New Mexico gross receipts tax.

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 NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on June 30, 2022 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.

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 Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

Date: _____

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Mar 25, 2021 09:14 MDT)

_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY MCCOY, FINANCE DIRECTOR

5000367.520150; 5050385.520150
Business Unit/Line Item

AJH
AJH

CONTRACTOR:
Alpha Southwest Inc.

MEghan L Sanchez
MEghan L Sanchez (Mar 31, 2021 09:31 MDT)

_____
NAME
Operations Manager

_____
TITLE
Date: 3/31/2021

CRS # 002328120110926
City of Santa Fe Business Registration #

# City of Santa Fe

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

**Section to be completed by department**

1. Munis Contract # **3200350**

Contractor: **Alpha Southwest**

Description: **WWMD & Water Division On Call Emergency Repair**

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

Term Start Date: **2/27/19** Term End Date: **3/30/19**

[☑] Approved by Council Date: **2/27/19**

**Contract / Lease: Conctract**

Amendment # **5** to the Original Contract / Lease # **19-0115**

Increase/(Decrease) Amount $ **211,015.63**

Extend Termination Date to: **6/30/22**

[☑] Approved by Council Date: **Pending**

**Amendment is for: FY 22 comp increase and term extension**

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

**Original Contract #19-0115 $189,765.63 CC approved 2/27/19**
**#1 #19-0395 $189,765.63 CC approved**
**#2 #20-0212 $21,687.5 CC approved**
**#3 #20-0373 $211,015.63 CC approved**
**#4 #20-0462 $298,193.00 CC approved**

3. **Procurement History: 19/07/B 12/17/18**

Fran Duraway (May 7, 2021 15:00 MDT) May 7, 2021

Purchasing Officer Review: Date:

Comment & Exceptions:

4. **Funding Source: WWMD CIP & Water Enterprise Fund** **Org / Object: 5000367.520150; 505038**

Andy Hopkins (May 7, 2021 12:40 MDT) May 7, 2021

Budget Officer Approval: Date:

Comment & Exceptions:

**Staff Contact who completed this form: Maya Martinez** Phone # **4271**

Email: **mfmartinez@santafenm.gov**

**To be recorded by City Clerk:**

Clerk #

Date of Execution:

# CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Alpha Southwest

Procurement Title: Emergency Repair and Maintenance of Water/Source of Supply Equipment

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/Water/SOS/ WWMD Staff Name Jonathan Montoya / John Del Mar

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

**REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING***

| YES | N/A | |
|---|---|---|
| ☒ | ☐ | Approved Procurement Checklist (by Purchasing) |
| ☒ | ☐ | Memo addressed to City Manager (under 60K) Committees/City Council (over 60K) |
| ☐ | ☒ | State Price Agreement |
| | ☒ | RFP |
| ☐ | ☒ | Evaluation Committee Report |
| ☐ | ☒ | ITB |
| ☐ | ☒ | Bib Tab |
| ☐ | ☒ | Quotes (3 valid current quotes) |
| ☐ | ☒ | Cooperative Agreement |
| ☐ | ☒ | Sole Source Request and Determination Form |
| ☐ | ☒ | Contractors Exempt Letter |
| ☐ | ☒ | Purchasing Officers approval for exempt procurement |
| ☐ | ☒ | BAR |
| ☐ | ☒ | FIR |
| ☒ | ☐ | Executed Contract, Agreement or Amendment |
| ☒ | ☐ | Current Business Registration and CRS numbers on contract or agreement |
| ☒ | ☐ | Summary of Contracts and Agreements form |
| ☒ | ☐ | Certificate of Insurance |
| ☐ | ☐ | All documentation presented to Committees |
| ☐ | ☐ | Other: 4year contract |

Jonathan Montoya
Jonathan Montoya (Apr 5, 2021 15:02 MDT)

Jonathan Montoya, SOS Manager

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

Fran Dunaway
Fran Dunaway (May 7, 2021 15:00 MDT)

Chief Procurement Officer May 7, 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.

*

ALPHSOU-01 THUELSKAMP

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/31/2021

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

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

| PRODUCER | CONTACT NAME: Tonya Huelskamp | |
|---|---|---|
| Cress Insurance Consultants, Inc.<br>6101 Moon Street NE<br>Suite 1000<br>Albuquerque, NM 87111 | PHONE (A/C, No, Ext): (505) 822-8114 | FAX (A/C, No): (505) 822-0341 |
| | E-MAIL ADDRESS: thuelskamp@cressinsurance.com | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A : Valley Forge Insurance Co | 20508 |
| INSURED | INSURER B : Continental Casualty Company | 20443 |
| Alpha Southwest, Inc.<br>P O Box 9263<br>Albuquerque, NM 87119 | INSURER C : | |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ 1,000,000 |
| | CLAIMS-MADE X OCCUR | | | 5093812966 | 10/1/2020 | 10/1/2021 | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 100,000 |
| | | | | | | | MED EXP (Any one person) | $ 15,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | POLICY PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | X OTHER: Prof E&O with Pollution | | | | | | Occ/Agg | $ 3,000,000 |
| A | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | X ANY AUTO | | | BUA 6081446186 | 10/1/2020 | 10/1/2021 | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| B | X UMBRELLA LIAB X OCCUR | | | | | | EACH OCCURRENCE | $ 3,000,000 |
| | EXCESS LIAB CLAIMS-MADE | | | CUE 5093778091 | 10/1/2020 | 10/1/2021 | AGGREGATE | $ 3,000,000 |
| | DED X RETENTION $ 10,000 | | | | | | | $ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | X PER STATUTE / OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) | N / A | | WC 5 93848947 | 10/1/2020 | 10/1/2021 | E.L. EACH ACCIDENT | $ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |
| B | Equipment Floater | | | 6081487496 | 10/1/2020 | 10/1/2021 | Lease/Ren | 400,000 |
| B | Equipment Floater | | | 6081487496 | 10/1/2020 | 10/1/2021 | Limit | 500,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Professional E&O with Pollution, $3,000,000 Per Occurrence and Aggregate Limit, Policy No. CEO6018485129 with National Fire Insurance of Hartford, Policy Term is 6.2.2020-6.2.2021

**CERTIFICATE HOLDER**

City of Santa Fe
Maya Martinez
801 W San Mateo Road
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


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# City of Santa Fe

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

## BUSINESS REGISTRATION

**Business Name:** ALPHA SOUTHWEST, INC
DBA: ALPHA SOUTHWEST, INC

**Business Location:** 205 ROSSMOOR RD SW
ALBUQUERQUE, NM 87105

**Owner:** ALPHA SOUTHWEST, INC

**License Number:** 225207

**Issued Date:** April 08, 2021

**Expiration Date:** April 08, 2022

**CRS Number:** 01-711081-005

**License Type:** Business License - Renewable

**Classification:** Out of Jurisdiction Contractor - General

**Fees Paid:** $10.00

ALPHA SOUTHWEST, INC
205 ROSSMOOR RD SW
ALBUQUERQUE, NM 87105

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

ITEM # 19.0115

**City of Santa Fe Contract**
**On Call Emergency Repair Services**

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and **Alpha Southwest, Inc.** herein after referred to as the "Contractor."

**IT IS MUTUALLY AGREED BETWEEN THE PARTIES:**

1.

A. "Products and Services Schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended with the prior approval of the Agreement Administrator. New products and services shall not be added to the Products and Services Schedule.

B. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.

C. "Products and Services schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended with the prior approval of the Agreement Administrator. New products and services shall not be added to the Products and Services Schedule.

F. "You" and "your" refers to **Alpha Southwest, Inc** "We," "us" or "our" refers to the City and whose accounts are created under this Agreement.

2. **Scope of Work**

A. This Contract is for the for City of Santa Fe Project, Emergency Repair for Operations and Maintenance and consists of, but is not limitcd to: Professional Services for repairs, installation, replacement, fabrication, modification, rehabilitation, abandonment, and demolition services or spot repair of water distribution system facilities such as water mains, valves, fire hydrants, metered water service installations, pressure regulating stations, and for mechanical and electrical equipment, piping instrumentation and buildings in accordance with the drawings, specifications and other Contract Documents. The location of the project is in buildings in the City of Santa Fe and parts of Santa Fe County consisting of but not limited to:

(1) Over 21 Well Sites
(2) 14 Ground Storage Tanks
(3) 2 Reservoirs
(4) 15 Booster Pump Stations Sites and
(5) 2 Treatment Plant Sites
(6) 1 Waste Water Treatment Plant Site.

B. Cost is at the fixed unit prices set forth in Exhibit "A" – Fixed Unit Price Schedule.

C. The Contractor shall furnish all necessary supervision, labor, materials, and facilities, required to accomplish the Work set forth in the applicable work order (WO), and in Exhibits A- Fixed Unit Price Bid Schedule – Bid Form attached hereto.

D. Work performed under this Contract shall be authorized in writing by a WO signed by the following City authorized representatives (hereafter "Authorizing Representative"): for all WOs, the City Water Division Director, or his/her designee. A WO signed by other than City Authorizing Representative shall not be honored. Each WO shall set forth (I) the Supervising Engineer and the Work Order, which shall set forth the Work to be Performed by the Contractor, (ii) the period of performance, (iii) the fixed unit prices per Exhibit I, as applicable, (iv) the ceiling price, and (v) other data as necessary. The Contractor shall, upon acceptance of the WO, provide applicable Payment and Performance Bonds and all supervision, labor, supplies, materials, and facilities, including all vehicles and transportation, except as may be provided by the City, for the performance of the Work authorized therein. Verbal authorizations may be given by the City in emergency situations, but shall be confirmed in writing by the City within five (5) days of the verbal authorization to Contractor.

E. The City may at any time, without notice to sureties, if any, make changes in a WO; if any such change requires the inclusion of additional provisions, or otherwise affects any other provision of a WO as initially set forth or previously amended an equitable adjustment shall be made in such provision of the WO as may be so affected, and the WO shall be modified in writing accordingly. Any claim by Contractor for adjustment under this article must be asserted in writing within thirty (30) days from the date of receipt by Contractor of the notification of change; provided, however, that if the City decides that the facts justify such action, it may receive and act upon such claim asserted at any time prior to final payment under a WO. However, nothing in this article shall excuse Contractor from proceeding with the WO as changed.

3. **Compensation**

A. The City shall pay to the Contractor based upon fixed prices for each Deliverable item as listed here in Exhibit "A" attached hereto and incorporated herein.

B. The total compensation under this Agreement shall not exceed one hundred eighty nine thousand seven hundred sixty five dollars and sixty three cents ($189,765.63) including New Mexico gross receipts tax.

4. **Payment Provisions**

All payments under this Agreement are subject to the following provisions.

A. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is

requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.

B. Payment of Invoice - Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of invoice. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

5. **Term**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and end on June 30, 2019. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four (4) years in accordance with NMSA 1978, §§ 13-1-150 through 152.

6. **Default and Force Majeure**

The City reserves the right to cancel all or any part of any orders placed under this contract without cost to the City, if the Vendor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the City due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

7. **Termination**

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

B. Notice; City Opportunity to Cure.

1. Except as otherwise provided in Paragraphs 7.A and 17, the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.

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

8. **Amendment**

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

9. **Status of Contractor**

The Contractor, and Contractor's agents and employees, are independent Contractors for the City and are not employees of the City. The Contractor, and Contractor's agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor

acknowledges that all sums received hereunder are personally reportable by the Contractor for income tax purposes, including without limitation, self-employment tax and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has written authority to do so, and then only within the strict limits of that authority.

10. **Assignment**

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

11. **Subcontracting**

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

12. **Non-Collusion**

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

13. **Inspection of Plant**

The City may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

14. **Commercial Warranty**

The Vendor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Vendor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. Vendor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

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 waivc 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 compctent 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. 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.

34. **Impracticality of Performance**

A party shall be excused from performance under this Agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

35. **Invalid Term or Condition**

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

36. **Enforcement of Agreement**

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

effective to waive any other rights.

37. **Patent, Copyright and Trade Secret Indemnification**

A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Agreement infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:

i. give the Contractor prompt written notice within 48 hours of any claim;

ii. allow the Contractor to control the defense of settlement of the claim; and

iii. cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

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

i. provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;

ii. replace or modify the product or service so that it becomes non-infringing; or,

iii. accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

38. **Survival**

The Agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Agreement. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Agreement shall survive this Agreement.

39. **Disclosure Regarding Responsibility**

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars ($60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or

related entities.

C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7 of this Agreement.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material reprcsentation 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 timc 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 thc 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.

Director
Public Utilities Department
City of Santa Fe
801 W. San Mateo
Santa Fe, NM 87504

To Contractor:
Alpha Southwest Inc.
205 Rossmoor Rd SW
Albuquerque, NM 87105

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 Contractor:
Alpha Southwest Inc.
205 Rossmoor Rd SW
Albuquerque, NM 87105

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:

ALAN WEBBER, MAYOR

DATE: 3/5/19

CONTRACTOR:
Alpha Southwest Inc.

Warren Ellis - Operations Manager
NAME AND TITLE

DATE: 3/8/19
CRS# 002328120110926

Registration # 19-00110357

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
CC mtg 2/27/2019

APPROVED AS TO FORM:

1/16
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

52361.520150
Business Unit Line Item

| | BID ITEM | DESCRIPTION | UNIT | | UNIT PRICE |
|---|---|---|---|---|---|
| TS-1 | **Shop Drawings, Reports, O&M Manuals, Calculation, Permits, Scheduling and CMMS Database Related Tasks** | | | | |
| | 100 | Production of Required reports, Calcuations and Drawings, etc. | HR | $ | 50.00 |
| TS-2 | **Work Site Protection, Cleanup and Disinfection** | | | | |
| | 200 | Sanitary Protection and Disinfection of the System and Aquifer | HR | $ | 63.50 |
| | 300 | Work Site Cleanup | HR | $ | 63.50 |
| TS-3 | **Pull and Install Well Pump Equipment** | | | | |
| | 400 | Typicalwell is 750-ft of 8-in column with 2-1/2 x 1-1/2-in rods | LF | $ | 7.00 |
| TS-4 | **Lower Well Pump** | | | | |
| | 500 | Lower Pump Per TS-4 | LF | $ | 15.00 |
| TS-5 | **Well Abandonment and Rehabilitation** | | | | |
| | 600 | Job-hour rate bid as specified in TS-5 | HR | $ | 210.00 |
| TS-6 | **Well Inspection Video Surveys and Logs** | | | | |
| | 700 | Production of one (1) Well Inspection Video Survey Log per TS-6 | LS each | $ | 1,100.00 |
| TS-7 | **Repair/Replacement of Well, Booster Station and Reservior Equipment** | | | | |
| | 800 | Repair/Replace Modify per TS-7 | HR | $ | 63.50 |
| TS-8 | **Fabrication and Machine Shop Work** | | | | |
| | 900 | Fabrication and Machine Shop Work per TS - 8 | HR | $ | 63.50 |
| TS-9 | **Contractor Owned Equipment** | | | | |
| | 1000 | Mark-up on Current "Blue Book" rate for Crane, Boom Truck, Backhoe, or Tank Truck per TS – 9 | % | | 100.00% |
| TS-10 | **Inspection of Work** | | | | |
| | 1100 | All Equipment & Labor as Applied to Inspection as Covered in TS – 10. | HR | $ | 63.50 |
| TS-11 | **Repair Parts, Materials and Replacement Equipment** | | | | |
| | 1200 | Percent Over Invoice for Repair Parts per TS – 11. | % | | 132.00% |
| TS-12 | **Well Test Pumping** | | | | |
| | 1300 | Operation of Contractor Provided Test Pumping Equipment per TS - 12 | HR | $ | 125.00 |
| TS-13 | **Job Site Security** | | | | |
| | 1400 | Complete Security Package | HR | $ | 20.00 |
| TS-14 | **Rental Equipment** | | | | |
| | 1500 | Rental Mark-up Over Invoice | % | | 110.00% |
| | 1600 | "Bobcat" with Auger Attachment | $/Day | $ | 250.00 |
| TS-15 | **Subcontract Work** | | | | |
| | 1700 | Subcontractor Mark-up Over Invoice | % | | 110.00% |
| TS-16 | **On-Call Labor** | | | | |
| | 1800 | Electrician | HR | $ | 75.00 |
| | 1900 | Electrical Journeyman | HR | $ | 75.00 |
| | 2000 | Field Laborer | HR | $ | 63.50 |
| | 2100 | Field Labor Supervisor | HR | $ | 63.50 |
| | 2200 | Site Preparation | HR | $ | 63.50 |
| | 2300 | Diver(s) | HR | $ | 150.00 |
| TS-17 | **Per Diem** | | | | |
| | 2400 | Travel time cost | HR | $ | 63.50 |
| | 2500 | Daily Per Diem Cost ( no overnight) | Days | $ | - |
| | 2600 | Daily Per Diem Cost Overnight | Days | $ | 125.00 |

Exhibit "A"

ITEM # 19-0395

**CITY OF SANTA FE**
**AMENDMENT No. 1 TO**
**SERVICES AGREEMENT**
**ITEM#19-0115**

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated February 27, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and Alpha Southwest Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City.

**RECITALS**

A. Under the terms of the Agreement, Contractor has agreed to provide Source of Supply emergency repair services to the City of Santa Fe.

B. Pursuant to Article 8 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

Article 3, paragraph B of the Agreement is amended to increase the amount of compensation by a one hundred eighty nine thousand seven hundred sixty five dollars and sixty three cents ($189,765.63), including New Mexico gross receipts tax so that Article 3, paragraph B reads in its entirety as follows:

The total compensation under this Agreement shall not exceed three hundred seventy nine thousand five hundred thirty one and twenty six cents ($379,531.26) including New Mexico gross receipts tax.

2. TERM.

Article 5 of the Agreement is amended to extend the term of the Agreement to

June 30, 2020. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four (4) years in accordance with NMSA 1978, §§ 13-1-150 through 152.

3. AGREEMENT IN FULL FORCE.

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

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

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: 5/31/19

CONTRACTOR:
Alpha Southwest Inc

Operations Manager
NAME & TITLE

Date: 4/24/19

CRS # 002328120110926
City of Santa Fe Business
Registration # 19-00110357

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
cc mtg 5/29/2019

APPROVED AS TO FORM:

4/18
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

52201
~~52452~~.520150
Business Unit/Line Item

ITEM # 20-0212

**CITY OF SANTA FE**
**AMENDMENT No. 2**
**SERVICES AGREEMENT**
**ITEM#19-0115**

AMENDMENT No. 2 (the "Amendment") to the AGREEMENT, dated February 27, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and Alpha Southwest Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City.

**RECITALS**

A. Under the terms of the Agreement, Contractor has agreed to provide Source of Supply emergency repair services to the City of Santa Fe.

B. Pursuant to Article 8 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF WORK

Article 2, paragraph A of the Agreement is amended to remove the term "Professional Services" from the paragraph, so that Article 2 paragraph A reads as follows:

A. This Contract is for the for City of Santa Fe Project, Emergency Repair for Operations and Maintenance and consists of, but is not limited to: Services for repairs, installation, replacement, fabrication, modification, rehabilitation, abandonment, and demolition services or spot repair of water distribution system facilities such as water mains, valves, fire hydrants, metered water service installations, pressure regulating stations, and for mechanical and electrical equipment, piping instrumentation and buildings in accordance with the drawings, specifications and other Contract Documents. The location of the project is in buildings in the City of Santa Fe and parts of Santa Fe County consisting of but not limited to:

(1) Over 21 Well Sites
(2) 14 Ground Storage Tanks
(3) 2 Reservoirs

(4) 15 Booster Pump Stations Sites and
(5) 2 Treatment Plant Sites
(6) 1 Waste Water Treatment Plant Site.

2. COMPENSATION.

Article 3, paragraph B of the Agreement is amended to increase the amount of compensation by twenty one thousand six hundred eighty seven dollars and fifty cents ($21,687.50), including New Mexico gross receipts tax so that Article 3, paragraph B reads in its entirety as follows:

B. The total compensation under this Agreement shall not exceed four hundred and one thousand two hundred eighteen dollars and seventy six cents ($401,218.76) including New Mexico gross receipts tax.

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 Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: MAY 1, 2020

CONTRACTOR:
Alpha Southwest Inc.

See Attached
NAME

TITLE

Date:

CRS # 002328120110926
City of Santa Fe Business
Registration #

(4) 15 Booster Pump Stations Sites and
(5) 2 Treatment Plant Sites
(6) 1 Waste Water Treatment Plant Site.

2. COMPENSATION.

Article 3, paragraph B of the Agreement is amended to increase the amount of compensation by twenty one thousand six hundred eighty seven dollars and fifty cents ($21,687.50), including New Mexico gross receipts tax so that Article 3, paragraph B reads in its entirety as follows:

B. The total compensation under this Agreement shall not exceed four hundred and one thousand two hundred eighteen dollars and seventy six cents ($401,218.76) including New Mexico gross receipts tax.

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 Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: MAY 1, 2020

CONTRACTOR:
Alpha Southwest Inc.

NAME

VICE PRESIDENT
TITLE

Date: 13 MAY 2020

CRS # 002328120110926
City of Santa Fe Business
Registration #

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
GB 4/29/20

CITY ATTORNEY'S OFFICE:

3/16/20
SENIOR ASSISTANT CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

5000367.520150
Business Unit/Line Item

**CITY OF SANTA FE**
**AMENDMENT No. 3 TO**
**SERVICES AGREEMENT**
**ITEM#19-0115**

AMENDMENT No. 3 (the "Amendment") to the SERVICES AGREEMENT, dated February 27, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and Alpha Southwest Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City.

**RECITALS**

A. Under the terms of the Agreement, Contractor has agreed to provide Source of Supply emergency repair services to the City of Santa Fe.

B. Pursuant to Article 8 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

Article 3, paragraph B of the Agreement is amended to increase the amount of compensation by two hundred eleven thousand fifteen dollars and sixty three cents ($211,015.63), including New Mexico gross receipts tax so that Article 3, paragraph B reads in its entirety as follows:

B. The total compensation under this Agreement shall not exceed six hundred twelve thousand two hundred thirty four dollars and thirty nine cents ($612,234.39) including New Mexico gross receipts tax.

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 Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: 8/10/2020

CONTRACTOR:
Alpha Southwest Inc

NAME

Vice President
TITLE

Date: 5 Aug 2020

CRS # 002328120110926
City of Santa Fe Business Registration # 225267

ATTEST:
Yolanda Y. Vigil
YOLANDA Y. VIGIL, CITY CLERK
CC Mtg 07/29/2020 GC

CITY ATTORNEY'S OFFICE:
Marcos Martinez
Marcos Martinez (Apr 30, 2020)
SENIOR ASSISTANT CITY ATTORNEY

APPROVED:
Mary McCoy
MARY MCCOY, FINANCE DIRECTOR

5000367.520150; 5050385.520150
Business Unit/Line Item

# City of Santa Fe, New Mexico

# memo

Munis # 3200350

mm

Date: April 24, 2020

To: PUC/Finance/City Council

Via: Shannon Jones, Public Utilities Director SJ
Jesse Roach, Water Division Director JR
Michael Dozier, Wastewater Division Director MD

From: Jonathan Montoya, Source of Supply Operations Manager JM
Efren Morales, Wastewater Plant Superintendent EM

Re: Approval of amendment to Alpha SW contract Munis#19-0115

**ITEM**

Source of Supply staff and the WWMD staff are requesting funding approval for Contract #19-0115 Alpha Southwest Emergency Repair in FY 20/21. This will be year 3 of a 4 year agreement. Amount requested $211,015.63.

**JUSTIFICATION**

Alpha Southwest currently holds a 4 year emergency water/wastewater equipment repair contract with Source of Supply in the amount of $211,015.63 per year. Work under this contract typically involves non-routine or emergency repairs to the Canyon Road water treatment plant, city water facilities (Wells, booster pumps, water storage tanks, etc.) and the Wastewater Treatment Facility. Majority of the repairs completed under this contract are critical to the operation of the water production, conveyance systems and the wastewater treatment system. Services obtained by this contractor are typically highly specialized for example: machine shop services, crane services, deep well repair/rehabilitation, and underwater marine diving.

**RECOMMENDED ACTION**

- Please approve amendment to Munis Contract# 19-0115 for FY20/21 to fund year 3 of this agreement in the amount of $211,015.63.

**Signature:** [signature]

**Email:** emmorales@santafenm.gov

**Signature:** [signature]

**Email:** mldozier@santafenm.gov

**Signature:** Shannon Jones

**Email:** swjones@santafenm.gov

**Signature:** Jonathan Montoya

**Email:** jmmontoya@santafenm.gov

**Signature:** [signature]

**Email:** jdroach@santafenm.gov

**CITY OF SANTA FE**
**AMENDMENT No. 4 TO**
**SERVICES AGREEMENT**
**ITEM#19-0115**

**ITEM#** 20-0462

Munis # 3200350

AMENDMENT No. 4 (the "Amendment") to the SERVICES AGREEMENT, dated February 27, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and Alpha Southwest Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City.

**RECITALS**

A. Under the terms of the Agreement, Contractor has agreed to provide Source of Supply emergency repair services to the City of Santa Fe.

B. Pursuant to Article 8 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES:

Article 2, of the Agreement is amended to include Exhibit "B" attached hereto and incorporated within.

2. COMPENSATION.

Article 3, paragraph B of the Agreement is amended to increase the amount of compensation by two hundred ninety eight thousand one hundred ninety three dollars ($298,193), including New Mexico gross receipts tax so that Article 3, paragraph B reads in its entirety as follows:

B. The total compensation under this Agreement shall not exceed nine hundred ten thousand four hundred twenty seven dollars and thirty nine cents ($910,427.39) including New Mexico gross receipts tax.

3. TERM.

Article 5 of the Agreement is amended to extend the term of the Agreement from June 30, 2020 through June 30, 2021. The term of this agreement shall not exceed four (4) years in accordance with the terms of this agreement, 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.4 to the City of Santa Fe Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: Sep 18, 2020

CONTRACTOR:
Alpha Southwest Inc.
David M. Yates
David M. Yates (Aug 19, 2020 09:[illegible] MDT)
NAME
Vice President
TITLE
Date: 8/19/2020

CRS # 002328120110926
City of Santa Fe Business
Registration # 225207

ATTEST:
Yolanda Y. Vigil
YOLANDA Y. VIGIL, CITY CLERK

GB Mtg 09/09/2020 GC
GC

CITY ATTORNEY'S OFFICE:
Marcos Martinez
Marcos Martinez (Aug 19, 2020 09:[illegible] MDT)
SENIOR ASSISTANT CITY ATTORNEY

5000375.510320
Business Unit/Line Item AL
AL

Mary McCoy
Finance Director

Alpha SW Quote

| Bid Item | Updated Estimate | Justification |
|---|---|---|
| Tank Cleaning | $ 13,500.00 | Inspection and Cleaning |
| Transfer Pumps - pull and replace | $ 20,000.00 | City has a replacement pump. Need to pull and overhaul existing immersed pump (to be kept for back-up) and install replacement. |
| Pipeline Pumps - pull and replace | $ 92,154.00 | Estimated $30 -$40K (by Carollo) assuming motors in working condition and pumps can be rebuilt, bearings replaced. Full cost carried as contingency. |
| Hydraulic Calcs / Project Management | $ 6,400.00 | |
| Replace VFDs | $ 32,926.66 | Replacement recommended by Alpha and Carollo over soft starts. Numerous benefits to VFDs even with a single set flow point. VFD for channel pump still on site. Full cost caries as contingency. |
| PLC Replacement | $ 43,575.00 | Alpha placeholder. Simplified operation strategy discussed onsite may significantly reduce PLC/SCADA costs. Cost carried as contingency for various operational scenarios. |
| Power and Control Wiring | $ 32,600.00 | Assuming full replacement needed |
| Inspect lighting panel | $ 1,700.00 | Looks OK (Carollo) but carried as a contingency |
| Replace Mags and Level Sensors | $ 20,000.00 | Scope curtailed based on Carollo review. Replacement of only the discharge mag meter will be required. The suction magmeter is no longer necessary and may remain installed in the exterior vault without modification. Bulk of estimate retained as contingency for possible alternate measurement schemes. |
| Surge Control System Inspection | $ 5,235.00 | |
| HVAC | $ 3,800.00 | Current system likely acceptable, carried as contingency |
| Lighting | $ 3,100.00 | Current system likely acceptable, carried as contingency |
| **Total** | **$ 274,990.66** | |
| NMGRT | $ 23,202.34 | |
| Total | $ 298,193.00 | |

# City of Santa Fe, New Mexico

# memo

Finance Received packet on 8/19/2020

**Date:** June 9, 2020

**To:** Public Utilities/Public Works Committee, Finance Committee and City Council

**Via:** Shannon Jones, Public Utilities Director SJ
Jesse Roach, Water Division Director
Mike Dozier, Waste Water Division Director MD

**From:** John Del Mar, Engineer JDM
William Schneider, Water Resources Coordinator

**RE:** Amendment #4 to Alpha Southwest contract in the amount of $298,193.00 to Provide Refurbishment of Newly Acquired Las Campanas Effluent Pump Station and Tank; BAR Budget Increase from WWMD cash balance

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**ITEM AND ISSUE**

The City of Santa Fe's (City) Water Division (WD) is working to refurbish the recently acquired "Las Campanas" (LC) effluent reuse system for the City. The work includes refurbishment of a pump station and storage tank located at the Paseo Real Water Reclamation Facility (PRWRF). The Water Division requests approval of Amendment #4 to bid number '19/07/B for the FY 19/20 Emergency Repair for Operations and Maintenance (O&M) contract #19-0752, CIP # 956. Funding is set at a not to exceed compensation of two hundred ninety eight thousand, one hundred and ninety three dollars ($298,193.00) including New Mexico Gross Receipt Tax (NMGRT).

**BACKGROUND AND SUMMARY**

In April, 2020, the City's WD obtained the transfer of ownership of an effluent conveyance system from Las Campanas to the City. The system includes a 2 million gallon (MG) storage tank and pump station located at the PRWRF capable of pumping approximately 1.5 million gallons of effluent per day. The system also includes roughly 7.5 miles of effluent pipeline that runs parallel to the City's Municipal Recreation Complex (MRC) effluent pipeline for about 5 miles to the MRC and Marty Sanchez Golf Course (MSGC). From the MRC and MSGC the pipeline continues to a point of interconnection with the Las Campanas water co-op and golf course water storage ponds. The WD plans to refurbish the LC effluent system and interconnect it with the MRC system to provide significant improvements in the reliability, resiliency, and flexibility of the City's water reuse systems. Benefits will include:

- 2 MG of effluent storage at the PRWRF. This storage can be maintained and used to deliver water to the MRC and MSLSF as well as Swan Park at times when the PRWTF goes out of compliance. The storage will also allow for continued delivery of effluent at times of low flow from the PRWRF.
- Significantly improved pumping capacity and reliability from the PRWRF to MRC, MSLSF, and Swan Park.
- In the event that effluent is not available for prolonged periods, The City Council approved a resolution (on June 10, 2020) to allow use of potable water to maintain the MRC and MSGC. As an additional counter measure, the LC pipeline may be used to deliver untreated Buckman Direct Diversion (BDD) water or additional stored effluent to the MRC, MSLSF, and Swan Park from the Las Campanas storage ponds (reverse flow from LC to the City reuse sites) via pumps belonging to LC.
- The City gains the ability to sell treated effluent to LC.

The City entered into an O&M contract with Alpha on February 27, 2019. This amendment is for a not to exceed cost of $298,193.00 (including NMGRT) that covers the cost for repair or replacement, and installation of essential system components. The system has not been used for approximately 8 years, and some vital components were removed by LC, so this project is intended to evaluate the existing equipment, refurbish equipment that is in suitable condition, and replace equipment as needed. The scope is limited to the equipment located at the PRWRF including:

- Inspection and cleaning of the 2MG storage tank
- Inspect, and repair or replace tank transfer pump and motor
- Inspect, and repair or replace two pipeline pumps and motors
- Install new variable frequency drives to pipeline pump motors (these items were removed by LC)
- Replace system controls and monitoring equipment
- Replace power and control wiring
- Evaluate and repair (as needed) pump station building HVAC and lighting systems
- Evaluate and repair (as needed) system surge control equipment

The budget includes sufficient funds for replacement of equipment that cannot be repaired. The project will be managed by a City engineer working closely with Alpha, and equipment will be retained whenever it is cost effective. The project is expected to be completed in 6 – 9 months.

Staff is requesting approval of a Budget Increase BAR in the amount of $298,193 from the Waste Water Management Division Enterprise fund cash balance to Org/Obj #500.5000367.520150 to fund this Amendment.

Munis # 3200350

**ACTION REQUESTED**

Staff requests approval of Amendment No. 4 to the O&M contract with Alpha Southwest Inc. for technical services related to the refurbishment of the LC tank and pump station in the amount of $298,193.00 including gross receipts tax.

Staff is requesting approval of a BAR Budget increase from WWMD Cash Balance in the amount of $298,193.

# City of Santa Fe

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

## BUSINESS REGISTRATION

**Business Name:** ALPHA SOUTHWEST, INC
DBA: ALPHA SOUTHWEST, INC

**Business Location:** SF COUNTY
NM

**Owner:**

**License Number:** 225207

**Issued Date:** May 01, 2020

**Expiration Date:** December 31, 2020

**License Type:** Business License - Renewable

**Classification:** Out of Jurisdiction Contractor - General

**Fees Paid:** $10.00

ALPHA SOUTHWEST, INC
205 ROSSMOOR RD SW
ALBUQUERQUE, NM 87105

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**

**Signature:** 

**Email:** jdroach@santafenm.gov

**Signature:** Shannon Jones

**Email:** swjones@santafenm.gov

**ACTION SHEET**
**PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 05/24/2021**

**ISSUE NO. 8d**

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 NMGRT. (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

**PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to forward to 06/01/2021 Finance Committee**

**SPECIAL CONDITIONS OR AMENDMENTS:**

**STAFF FOLLOW UP:**

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

# City of Santa Fe, New Mexico

# memo

**Date:** March 31, 2021

**To:** Governing Body
Finance Committee
Insert Name of Other Committee Here

**VIA:** Jarel LaPan Hill, City Manager
Mary McCoy, Finance Department Director
Fran Dunaway, Chief Procurement Officer
Shannon Jones, Public Utilities Director SJ
Jesse Roach, Water Division Director

**From:** Bill Schneider, Water Resources and Conservation Manager WHS

**RE:** Amendment No. 2 to Professional Services Agreement (PSA) 19-0235 with HAZEN for $500,000 plus GRT to provide On Call Engineering Services for Capital Improvement and Priority Projects and Budget Adjustment Request (BAR) and Extension of Term (EOT)

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**ITEM AND ISSUE**

The City of Santa Fe's (City) Water Division (WD) is requesting to amend the PSA 19-0235 with HAZEN to provide continuance of On Call Engineering services for active Task Orders (TOs) in support of Capital Improvements and Priority Projects that were only partly funded due to Covid-19 funding limitations.

**BACKGROUND AND SUMMARY**

The City's WD entered into a PSA with HAZEN for on call engineering services via competitively bid request for proposal (RFP) for Engineering Services (RFP '19/16/P) that was awarded as PSA #19-0235. The WD has utilized this contract to provide engineering and technical services to quantify hydrologic accounting for water reuse alternatives, support public engagement activities, streamline integration of WD billing database and water use estimations for water and wastewater, support grant application to US Bureau of Reclamation on pilot study under WaterSmart, environmental permitting support on NEPA meetings with federal agencies, drainage analyses at hospital tank, hydraulic modeling support, federally mandated risk assessment and emergency response planning, water supply demand calculations, community engagement and public outreach, drainage and runoff engineering, integration of billing, SCADA and reporting, and water resources accounting, modeling, and permitting. This PSA will be utilized in FY20-21 to provide continued engineering support for capital improvement and priority projects that include continued support for water reuse planning and permitting, environmental permitting such as NEPA meetings, updates to City Water Utility websites, and real-time dashboarding for visualizing City water system information for public dissemination. Upon approval of this PSA, the WD intends to negotiate task orders for engineering support on these critical actions.

**PROCUREMENT METHOD:**
**RFP 19/16/P awarded 11/9/2018**

**CONTRACT NUMBER:**

The  Munis contract number is 3200564.

**FUNDING SOURCE:**
Funding will be available upon approval of attached BAR

The funding source is:
**Fund Name/Number**: Water Enterprise Fund  505
**Munis Org Name/Number:** Water CIP  5050395
**Munis Object Name/Number:** 572960
Project Ledger # WTR 1950501

**ACTION REQUESTED**

Staff requests approval of Amendment No. 2 to PSA #19-0235 with HAZEN for On Call Engineering Services for Capital Improvements and Priority Projects.  Amendment No. 2 is both an increase in budget of $500,000 plus NMGRT and an extension of term through June 30, 2022, consistent with the terms of the contract.

**CITY OF SANTA FE**
**AMENDMENT No. 2 TO**
**PROFESSIONAL SERVICES AGREEMENT**
**#19-0235, #20-0383**

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 Hazen and Sawyer, (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” 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 five hundred thousand dollars ($500,000.) excluding 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”, such compensation not to exceed one million two hundred thousand dollars

($1,200,000), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling one hundred one thousand two hundred fifty dollars ($101,250) 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 one million three hundred and one thousand two hundred fifty dollars ($1,301,250). 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, 2022, 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. 2 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

By:_____
ALAN WEBBER, MAYOR

Date: _____

CONTRACTOR:
Hazen and Sawyer

Vice President

5/6/2021

NM Taxation & Revenue
CRS # 03-405247-00-0
City of Santa Fe Business
Registration # 224218

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (May 5, 2021 11:37 MDT)
_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY MCCOY, FINANCE DIRECTOR

5050395.572960 AJH
Business Unit/Line Item AJH

Hazen

**Statement of Work: Support for Additional Funds for FY 2020-2021, under Hazen's Engineering On-Call Contract**

This Budget Amendment Request (BAR) provides additional funding for existing scope for fiscal year 2020-2021 tasks under Hazen's engineering on-call contract (19-0235) with the City of Santa Fe.

Following is a summary of on-going tasks that Hazen will continue to perform, along with approximate budgets. To date, Hazen has met milestones associated with each task order. The proposed amendments below are not change orders and do not reflect cost overruns on any of the task orders. Rather, the task orders are planned next steps for each of the tasks.

- **Engineering support for reuse plan (Task Order 2), $70,000**. To date, Hazen has provided support in assessing long-term effects of reuse alternatives, supporting public outreach, assessing effects on the Lower Santa Fe River (LSFR), supporting discussions with OSE, supporting legal strategy, and developing a draft return flow application. Current funding under Task Order 2 is anticipated to be spent upon the key task milestone of submitting a return flow application to the Office of the State Engineer (OSE). Additional funding, estimated at $70,000 through the end of FY 2020-2021, will be needed thereafter to support legal strategy, expert witness support, additional evaluation of LSFR effects, and public outreach. It should be noted that the OSE process is uncertain, and highly dependent on issues raised by protestants. Therefore, it is anticipated that additional support will be required beyond this potential amendment.

- **NEPA support (Task Order 5), $20,000**. To date, Hazen has provided support by attending NEPA related meetings and providing insight from local and project experience. Continued support needs are anticipated through FY 2020-2021.

- **Website updates (Task Order 6), $75,000**. To date, Hazen has developed recommendations for website updates. This additional funding is required to implement the recommended updates.

- **Dashboards (Task Order 8), $45,000**. Hazen is currently funded to set up the "back-end" database to support development of dashboards. Dashboards will assist City staff in efficiently accessing and visualizing key system data.

Should the BAR be approved, individual task order amendments will be developed for Water Division authorization, and work will commence upon authorization. Schedules will be included in each amendment; it is anticipated that the majority of the work will be performed by the end of FY 2020-2021 (June 30, 2021).

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

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

| DEPARTMENT / DIVISION NAME | DATE |
|---|---|
| PUD/Water/CIP | 5/4/2021 |

| ITEM DESCRIPTION | ORG | OBJECT | PROJECT | INCREASE | DECREASE |
|---|---|---|---|---|---|
| EXPENDITURES | | | | *{enter as positive #}* | *{enter as negative #}* |
| Water CIP Engineering | 5050395 | 572960 | WTR1950501 | 542,188 | |
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| REVENUES | | | | *{enter as negative #}* | *{enter as positive #}* |
| | | | | | |
| | | | | | |
| | | | | $ 542,188 | $ - |

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

Budget Increase from Cash Balance in Water Enterprise Fund for 2021 and 2022 Contract amendment with Hazen.

*{Complete section below if BAR results in a net change to ANY Fund}*

| Fund(s) Affected | Fund Balance Increase/(Decrease) |
|---|---|
| 505 | (542,188) |
| | |
| | |
| **TOTAL:** | **(542,188)** |

Maya Martinez 5/4/2021
Prepared By *{print name}* Date

*{Use this form for Finance Committee/ City Council agenda items ONLY}*

Andy Hopkins
Andy Hopkins (May 5, 2021 14:02 MDT)
Budget Officer Date

**CITY COUNCIL APPROVAL**

*City Council Approval Date*

*Agenda Item #:*

Division Director Signature *{optional}* Date

Shannon Jones (May 5, 2021 13:21 MDT)

Finance Director *{≤ $5,000}* Date

Department Director Signature Date

City Manager *{≤ $60,000}* Date

# City of Santa Fe

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

**Section to be completed by department**

1. Munis Contract # **3200564**

Contractor: **Hazen Sawyer**

Description: **On Call Engineering**
**PL# WTR 1950501**

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ◉

Term Start Date: **3/27/19** Term End Date: **06/30/21**

☑ Approved by Council Date: **3/27/19**

**Contract / Lease: Conctract**

Amendment # **2** to the Original Contract / Lease # **19-0235**

Increase/(Decrease) Amount $ **500,000 plus grt**

Extend Termination Date to: **6/30/22**

☑ Approved by Council Date: **Pending**

**Amendment is for: term extension**

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

**Original Contract #19-0235 $450,000**
**Amendment #1 #20-0383 $250,000**

3. **Procurement History:** **19/16/P 11/9/18**

Fran Dunaway (May 10, 2021 17:11 MDT) May 10, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: Amendment 2 to extend and increase compensation FY 22

4. **Funding Source:** **Water Enterprise CIP** **Org / Object:** **5050395.572960**

Andy Hopkins Andy Hopkins (May 10, 2021 16:26 MDT) May 10, 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 RFP PROCUREMENT CHECKLIST

Contractor Name: Hazen and Sawyer Engineering

Procurement Title: On Call Engineering Services

Solicitation RFP#: 19/16/P

Department Requesting/Staff Member PUD - William Schneider

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

## REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

| YES | N/A | |
|---|---|---|
| ☒ | ☐ | Approved Procurement Checklist (by Purchasing) |
| ☒ | ☐ | Departments Recommendation of Award Memo addressed to Finance |
| ☒ | ☐ | Tabulation Evaluation score sheet |
| ☐ | ☒ | BAR |
| ☐ | ☒ | FIR |
| ☒ | ☐ | Contract, Agreement or Amendment |
| ☒ | ☐ | Current Business Registration and CRS numbers on contract or agreement |
| ☒ | ☐ | Summary of Contracts and Agreements form |
| ☒ | ☐ | Certificate of Insurance |
| ☐ | ☐ | Other: _____ |

_____
Department Rep Printed Name and Title

whschneider
whschneider (May 28, 2020 10:10 MDT)
_____
Department Rep Signature attesting that all information included

Fran Dunaway
Fran Dunaway (May 10, 2020 17:11 MDT)
_____
Purchasing Officer attesting that all information is reviewed

## REQUIRED DOCUMENTS FOR BID FILE*

| YES | N/A | |
|---|---|---|
| ☒ | ☐ | Final RFP Document |
| ☒ | ☐ | Copy of legal solicitation published in the newspaper, website, etc. |
| ☒ | ☐ | All addendums |
| ☐ | ☒ | Plan holders list |
| ☒ | ☐ | Copies of all RFP submittals |
| ☒ | ☐ | Complete evaluation score sheets |
| ☒ | ☐ | Non-Responsive/Non-Responsibility Form and correspondence or letters from Department to vendor regarding disqualifications |
| ☐ | ☒ | Oral presentations (sign-in sheets, presentation materials, etc.) |

*

| | | |
|---|---|---|
| ☐ | ☒ | Documentation sent to Proponents/Offerors and responses received regarding clarifications, decisions, negotiations, and/or best and final offers, etc. |
| ☐ | ☒ | Reference Reviews/Reference Check Questionnaires |
| ☐ | ☒ | Pricing evaluation |
| ☐ | ☒ | Final overall evaluation matrix or summary of evaluator scores |
| ☐ | ☐ | Other: _____ |

**AWARD***

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

**DISCLOSURES***

| YES | N/A | |
|---|---|---|
| | | **Contractor Disclosures & Conflicts of Interest** |
| ☐ | ☒ | Disclosures & Conflicts of Interest Form(s) (winning proponent(s)/offeror(s)) |
| | | **Contractor –Conflicts of Interest** |
| ☐ | ☒ | Purchasing Office Letter or e-mail to designated individual regarding potential conflict |
| ☐ | ☒ | Conflict of Interest Form signed by all parties |
| ☐ | ☒ | Letter from Procurement Office regarding the potential conflict |
| | | **Subcontractor Disclosures** |
| ☐ | ☒ | Disclosures & Conflicts of Interest form of Subcontractor(s) |
| | | **Subcontractor –Conflicts of Interest** |
| ☐ | ☒ | Purchasing Officer Letter or email to designated individual regarding potential conflict |
| ☐ | ☒ | Conflict of Interest form signed by all parties |
| ☐ | ☒ | Letter from Legal Office regarding the potential conflict |
| ☐ | ☐ | Other: _____ |

**CONTRACT***

| YES | N/A | |
|---|---|---|
| ☒ | ☐ | Copy of Executed Contract |
| ☒ | ☐ | Copy of all documentation presented to the Committees |
| ☒ | ☐ | Finalized Council Committee Minutes |
| ☐ | ☐ | Other: _____ |

**MISCELLANEOUS FILE***

| YES | N/A | |
|---|---|---|
| ☐ | ☐ | Local Preference Form |
| ☐ | ☐ | New Mexico Residence Form |
| ☐ | ☐ | Veterans Exemption |
| ☐ | ☐ | Other: _____ |

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

*

**PROTEST (If applicable)***

| YES | N/A | |
|---|---|---|
| ☐ | ☒ | Documentation from protester filed with the Purchasing Office |
| ☐ | ☒ | Letter from Department to Purchasing Office Providing response to protest |
| ☐ | ☒ | Letter from Purchasing Officer to protester and Department on final outcome |
| ☐ | ☐ | Other: _____ |

**Create a separate file folder which may contain any documents with trade secrets or other competitively sensitive, confidential or proprietary information.**

| YES | N/A | |
|---|---|---|
| ☒ | ☐ | Original proposal (s) with no redactions |

whschneider

Department Rep Printed Name and Title

whschneider
whschneider (May 28, 2020 10:10 MDT)

Department Rep Signature attesting that all information included

*

# City of Santa Fe

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

## BUSINESS REGISTRATION

**Business Name:** HAZEN AND SAWYER DPC
DBA: HAZEN AND SAWYER DPC

**Business Location:** 498 7TH AVE 11TH FL
NEW YORK CITY, NY 10018

**CRS Number:** 03-405247-00-0

**Owner:** HAZEN AND SAWYER DPC

**License Number:** 224218

**License Type:** Business License - Renewable

**Issued Date:** February 18, 2021

**Classification:** Out of Jurisdiction Business License

**Expiration Date:** February 18, 2022

**Fees Paid:** $10.00

HAZEN AND SAWYER DPC
498 7TH AVE 11TH FL
NEW YORK CITY, NY 10018

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**

HAZE&SA-01 ABAREFOOT

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/25/2021

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

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

| PRODUCER | CONTACT NAME: | |
|---|---|---|
| Ames & Gough<br>8300 Greensboro Drive<br>Suite 980<br>McLean, VA 22102 | PHONE (A/C, No, Ext): (703) 827-2277 | FAX (A/C, No): (703) 827-2279 |
| | E-MAIL ADDRESS: admin@amesgough.com | |

| INSURED | INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|---|
| Hazen and Sawyer<br>498 Seventh Avenue<br>New York, NY 10018 | INSURER A : Hartford Fire Insurance Company A+ (XV) | 19682 |
| | INSURER B : Twin City Fire Insurance Company A+ (XV) | 29459 |
| | INSURER C : Continental Casualty Company (CNA) A, XV | 20443 |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ 1,000,000 |
| | CLAIMS-MADE X OCCUR | X | X | 42UUNOL5499 | 3/29/2021 | 3/29/2022 | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 1,000,000 |
| | X Contractual Liab. | | | | | | MED EXP (Any one person) | $ 10,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | POLICY X PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | OTHER: | | | | | | | $ |
| A | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ 2,000,000 |
| | X ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | 42UENOL5501 | 3/29/2021 | 3/29/2022 | BODILY INJURY (Per accident) | $ |
| | HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | Comp./Coll. Ded | $ 1,000 |
| | UMBRELLA LIAB OCCUR | | | | | | EACH OCCURRENCE | $ |
| | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | DED RETENTION $ | | | | | | | $ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | X PER STATUTE OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N | N / A | X | 42WBOL6H6E | 3/29/2021 | 3/29/2022 | E.L. EACH ACCIDENT | $ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |
| C | Professional Liab. | | | AEH008231489 | 3/29/2021 | 3/29/2022 | Per Claim/Aggregate | 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: RFP '19/16/P – On-call Engineering Services for Water System Capital Improvements Program

The City of Santa Fe is included as additional insured with respect to General Liability when required by written contract. General Liability is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and when required by written contract. General Liability and Workers Compensation policies include a waiver of subrogation in favor of the additional insureds where permissible by state law and when required by written contract. 30-day Notice of Cancellation will be issued for the General Liability, Automobile Liability, Workers Compensation and Professional Liability policies in accordance with policy terms and conditions.

**CERTIFICATE HOLDER**

City of Santa Fe
2651 Siringo Road
Building "H"
Santa Fe, NM 87505

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE


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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| **Name Of Additional Insured Person(s) Or Organization(s):** |
|---|
| ANY PERSON OR ORGANIZATION THAT YOU HAVE AGREED TO NAME AS AN ADDITIONAL INSURED IN A WRITTEN CONTRACT OR AGREEMENT PROVIDED THAT THE INJURY OR DAMAGE OCCURS SUBSEQUENT TO THE EXECUTION OF THE CONTRACT OR AGREEMENT. A PERSON OR ORGANIZATION IS INCLUDED AS AN ADDITIONAL INSURED UNDER THIS ENDORSEMENT ONLY FOR THAT TIME PERIOD REQUIRED BY THE CONTRACT OR AGREEMENT. |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

**A.** **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

 © Insurance Services Office, Inc., 2012 

**Signature:** WHSchneider, P.G.
WHSchneider, P.G. (May 5, 2021 07:18 MDT)

**Email:** whschneider@santafenm.gov

ITEM # 19-0235

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 **Hazen and Sawyer,** 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 as described in Exhibit "A" attached hereto and incorporated herein:

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 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 four hundred fifty thousand dollars ($450,000), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling thirty seven thousand nine hundred sixty eight dollars and seventy five cents ($37,968.75) 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 eighty seven thousand nine hundred sixty eight dollars and seventy five cents ($487,968.75). 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.

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 which arise out of the performance of this Agreement, caused by the negligent act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

**23. New Mexico Tort Claims Act**

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

provision of the New Mexico Tort Claims Act.

**24. Invalid Term or Condition.**

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

**25. Enforcement of Agreement.**

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

**26. Notices.**

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City:
Water Division Director
801 W. San Mateo
Santa Fe, NM 87505

To the Contractor:
Greg Gates, P.E.
Hazen Sawyer
100 Sun Ave NE, Suite 650
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:

ALAN WEBBER, MAYOR

DATE: 4/1/19

CONTRACTOR:
Hazen Sawyer

NAME AND TITLE
GREG GATES, VICE PRESIDENT

DATE: 4/10/19
CRS# 03-405247-00-0
Registration # 19-00155538

ATTEST:

Yolanda Y. Vigil
YOLANDA Y. VIGIL, CITY CLERK
CC mtg. 3/27/2019

APPROVED AS TO FORM:

MDM 2/14
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

Mary McCoy
MARY MCCOY, FINANCE DIRECTOR

52354.572960
Business Unit Line Item

EXHIBIT "A"

1) **Technical Water Resources Engineering and Feasibility Studies**
The types of services anticipated under this category shall include, at a minimum, the following:

a. 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.

b. 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.

c. Production well design, construction, testing and sustainable operations. Water quality and treatment, blending and distribution.

d. 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.

2) **Preliminary Engineering Services for Design and Construction**
The types of services anticipated under this category shall include, at a minimum, the following:

a. Prepare engineering details and calculations as needed for water supply, water transmission and water storage improvement projects.

b. 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.

c. Evaluate the design concept for constructability and practicality for construction phase and maintenance of water system improvements.

d. Develop a design and construction schedule.

3) **General Engineering**
The types of services anticipated under this category shall include, at a minimum, the following:

a. Development of engineering design drawings and specifications for capital improvement projects, and/or rehabilitation and replacement projects.

b. Perform necessary field investigations and coordinate with regulatory agencies and other stakeholders to verify design and construction assumptions and constraints.

c. Address right of way and easement issues.

d. 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.

e. Updates and revisions to the water distribution and storage master plan, as-needed.

f. 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.

**4) Water Resources Studies**

The types of services anticipated under this category shall include, at a minimum, the following:

a. 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.

b. 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.

c. 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.

d. 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).

e. 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.

f. Water supply prioritization, economics, availability and resiliency, and water supply infrastructure.

**5) Permit Related Activities, Compliance and Litigation Support**

The types of services anticipated under this category shall include, at a minimum, the following:

a. Surface and groundwater water right permitting and applications.

b. Inter-state compact compliance, permitting and accounting.

c. Appropriation of surface water, groundwater administration, active water resource administration, and general water rights.

d. Return flow credits, aquifer storage and recovery, reclaimed water reuse, discharge permitting and water quality compliance.

**6) Water Utility Management**

The types of services anticipated under this category shall include, at a minimum, the following:

a. Asset management plan support including financial planning, life cycle evaluation, water accounting, capital improvements, risk assessments, asset inventory and data management.

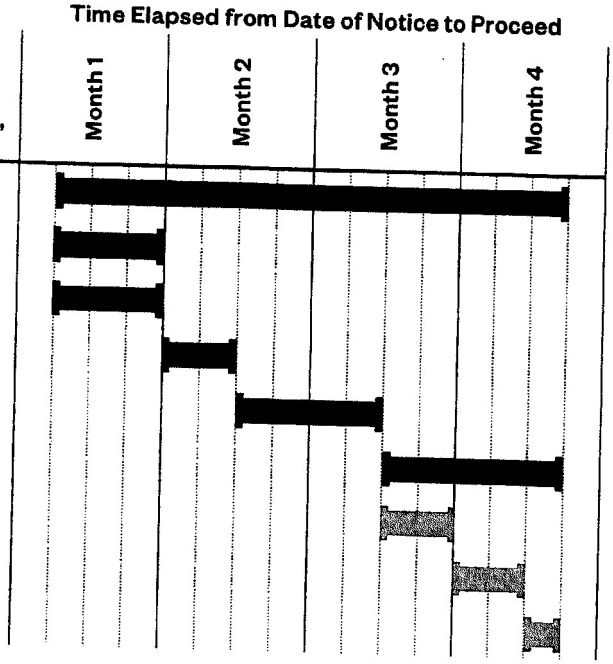
b. Water loss control program support to support water audit evaluations, conduct water audit intervention processes, and implement performance indicator evaluations.

c. Support City pursuit of federal and state grant funding applications.

d. Geographic information system (GIS) support, field surveying and mapping, graphical illustrations and reporting support.

# Project Schedule

| Task | Task Description | Duration, weeks |
|---|---|---|
| 1 | Project Management | 14 |
| 2 | Define Goals | 2 |
| 3 | Review and Refine Alternatives | 3 |
| 4 | Develop Evaluation Criteria | 2 |
| 5 | Evaluate Alternatives | 4 |
| 6 | Prepare Action Plan | 5 |
| | *Draft Plan* | 2 |
| | *City Review* | 2 |
| | *Final Plan* | 1 |




# Budget

| Staff | Brad Reisinger | Wyatt Dressler | Clayton Ten Eyck | Steve Morrow | Daniel Gonzales | John Quinn Pate | Bryant Quam | Labor (Hazen) | Labor (Molzen) | Labor (Molzen + 10%) | Expenses | Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Hourly Rate | $170 | $170 | $215 | $130 | $190 | $215 | $195 | | | | | |
| Task 1: Preliminary Design | 32 | 24 | 76 | 0 | 14 | 0 | | $9,520 | $18,914 | $20,805 | $853 | $31,178 |
| Task 2: 30% Conceptual Design | 36 | 18 | 210 | 25 | 14 | 4 | | $9,180 | $51,989 | $57,188 | $1,835 | $68,203 |
| Task 3: 60% Preliminary Design | 36 | 20 | 203 | 31 | 46 | 25 | | $9,520 | $61,845 | $68,030 | $2,141 | $79,690 |
| Task 4: 90% Pre-Final Design | 36 | 16 | 81 | 59 | 91 | 8 | | $8,840 | $44,198 | $48,618 | $1,591 | $59,049 |
| Task 5: 100 % Final Design | 18 | 8 | 10 | 3 | 4 | 1 | | $4,420 | $3,570 | $3,927 | $240 | $8,587 |
| Task 6: Bid Phase | 12 | 8 | 10 | 1 | 1 | 1 | | $3,400 | $2,856 | $3,142 | $188 | $6,729 |
| Task 7: Construction Administration | 50 | 20 | 266 | 25 | 108 | 14 | 511 | $11,900 | $183,603 | $201,963 | $5,865 | $219,728 |
| **Total** | **220** | **114** | **855** | **144** | **279** | **55** | **511** | **$56,780** | **$366,975** | **$403,673** | **$12,713** | **$473,165** |

012-043

## Section J

# Statement of Wages and Direct Costs

Compensation will be on a time and expense basis or lump sum as negotiated by task, with labor billed based on the hourly rate sheet presented below (exclusive of New Mexico Gross Receipts Tax [NMGRT]). Rates presented will be escalated annually on the contract date by 3 percent.

| Category | Hourly Rate (Exclusive of NMGRT) |
|---|---|
| Vice President, Project Director | $310 |
| Senior Associate | $250 |
| Associate | $200 |
| Senior Principal Engineer | $170 |
| Principal Engineer | $150 |
| Assistant Engineer | $120 |
| Technician | $100 |

Subconsultant expenses will be billed at actual cost, plus 10 percent.

Expenses will be invoiced at actual cost or standard rates (e.g. standard mileage rate). Expenses will include travel or other similar costs incurred in performance of the work.

1012-043

**CITY OF SANTA FE**
**AMENDMENT No. 1 TO**
**PROFESSIONAL SERVICES AGREEMENT**
**#19-0235**

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 Hazen and Sawyer (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", such compensation not to exceed seven hundred thousand dollars ($700,000), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling fifty nine thousand sixty two dollars and fifty cents ($59,062.50) 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 seven hundred fifty nine thousand sixty two dollars and fifty cents ($759,062.5). 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: Aug 17, 2020

CONTRACTOR:
Hazen and Sawyer

_____
NAME Gregory R. Gomes
Vice President
TITLE

Date: 8/5/20

NM Taxation & Revenue
CRS # 03-405247-00-0
City of Santa Fe Business
Registration # 224218

ATTEST:

_____
YOLANDA Y. VIGIL, CITY CLERK
CC Mtg 07/29/2020

GC
GC

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (May 27, 2020 16:13 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY MCCOY, FINANCE DIRECTOR

5050395.572960
Business Unit/Line Item

EXHIBIT ''B''

SCOPE OF SERVICES & PROJECT REQUIREMENTS

## I. BACKGROUND

The City of Santa Fe (the "City") Water Division's primary mission is to provide a safe, reliable, and sustainable water supply for its customers. The City manages four sources of water supply derived from surface water (Santa Fe River and Rio Grande via the Buckman Direct Diversion) and groundwater (City and Buckman well fields) sources. The City also utilizes reclaimed wastewater and water conservation programs to reduce demand on these sources. Details on the City's water supply portfolio, current production records, future projected demands, and framework of its distribution system are presented in the Water Transmission and Storage System Master Plan (2009), Long-Range Water Supply Plan (2008), and Annual Water Report (2017).

## II. PROFESSIONAL SERVICES

In general, the Engineering Firm shall perform professional engineering services on an as-needed basis as directed by the City's representative, primarily assigned Project Manager. The Engineering Firm shall have demonstrated expertise and experience in the areas of water supply, water resource management, planning and modeling, water distribution and storage, water quality, water system improvements, and well field operations. Engineering services shall meet the applicable requirements of the City and accepted industry standards and practices. The scope of work for any one project may involve some or all phases of project development and implementation which may include, but not limited to, the following:

I. Technical water resources engineering and feasibility studies,
II. Preliminary engineering services for design and construction,
III. General engineering services for:
    i. Capital Improvements,
    ii. Repair and rehabilitation related assessments,
    iii. Upgrades and improvements,
    iv. Design support, preparation of design specifications, and procurement support for CIP
IV. Water resources studies for:
    i. Supply and demand management
    ii. Well field sustainability analyses
    iii. Water budget and geohydrologic modeling analyses
    iv. Permitting
V. Permit related activities, compliance and litigation support,
VI. Water utility management support for:
    i. Asset management
    ii. Water loss audit
    iii. Federal and State funding applications

## ➢ Technical Water Resources Engineering and Feasibility Studies

The types of services anticipated under this category shall include, at a minimum, the following:

- Perform water quantity and water quality evaluations related to water supply operations related to source water derived from reservoirs and production wells, recycled wastewater reuse, aquifer storage and recovery, and water treatment processes.

- Perform technical and system optimization studies for various water system operations related to sustainable water production, well field management, water distribution and storage, energy usage, surface and groundwater interaction, water budgets and related geohydrologic analyses.

- Production well design, construction, testing and sustainable operations. Water quality and treatment, blending and distribution.

- Perform feasibility studies for new and/or alternative water sources, aquifer storage and recovery, wastewater reuse, water treatment systems and engineering services in support of capital improvement projects including process technical evaluations; site layouts; design and process requirements; distribution and storage, booster pumps, energy efficiency; and capital and O&M costs.

## ➢ Preliminary Engineering Services for Design and Construction

The types of services anticipated under this category shall include, at a minimum, the following:

- Prepare engineering details and calculations as needed for water supply, water transmission and water storage improvement projects.

- Prepare preliminary drawings, and estimates of probable cost, including capital costs, annual operation and maintenance cost, lifecycle cost for any range of system improvement alternative(s). Present alternatives and cost structure and provide recommendations and analyses of each alternative.

- Evaluate the design concept for constructability and practicality for construction phase and maintenance of water system improvements.

- Develop a design and construction schedule.

## ➢ General Engineering

The types of services anticipated under this category shall include, at a minimum, the following:

- Development of engineering design drawings and specifications for capital improvement projects, and/or rehabilitation and replacement projects.
- Perform necessary field investigations and coordinate with regulatory agencies and other stakeholders to verify design and construction assumptions and constraints.
- Address right of way and easement issues.
- Prepare engineering designs, calculations, plans, specifications, cost estimates and contract bidding documents. Engineering plans and construction documents will include preliminary engineering, sixty percent (60%), ninety percent (90%), and final engineering, or as specified by a given task order.
- Updates and revisions to the water distribution and storage master plan, as- needed.
- Improvements to distribution system network, pressure zone management, well systems, booster pump station, piping valves, junctures and storage tank improvements. Water system design and operations, water demand analyses, system utilization, operation and reliability

:

## ➢ Water Resources Studies

The types of services anticipated under this category shall include, at a minimum, the following:

- Hydrologic and hydrogeological services as they pertain to water resource management, source protection, water resource management, permit compliance, water system, production, distribution and storage improvements.
- Water budget analyses, water level monitoring, stream gaging and seepage studies, surface and groundwater interaction, and evapotranspiration calculations in support of water resource management studies.
- Long range water supply plan (LRWSP) updates, drought management, new source of supply evaluations, system resiliency, supply and demand forecasting using decision analysis tool (WaterMAPS). Develop 5-, 10- and 20-year long range supply and demand forecasts and integrates result with LRWSP, T&D Master Plan, WaterMAPS decision tool, waste water reuse and conservation plans.

- Groundwater modeling in support of aquifer sustainability and safe yield estimates, groundwater pumping offset calculations, aquifer characteristic evaluations, and supply optimization evaluations. Predictive simulation of groundwater flow, model development and calibration and model validation with emphasis on Espanola Basin model(s).

- Well design, well efficiency, well permitting, specific capacity and aquifer testing, sustainable well yield assessment, well redevelopment, well construction and repair, well permitting, well siting.

- Water supply prioritization, economics, availability and resiliency, and water supply infrastructure.

### ➢ Permit Related Activities, Compliance and Litigation Support

The types of services anticipated under this category shall include, at a minimum, the following:

- Surface and groundwater water right permitting and applications.

- Inter-state compact compliance, permitting and accounting.

- Appropriation of surface water, groundwater administration, active water resource administration, and general water rights.

- Return flow credits, aquifer storage and recovery, reclaimed water reuse, discharge permitting and water quality compliance.

### ➢ Water Utility Management

The types of services anticipated under this category shall include, at a minimum, the following:

- Asset management plan support including financial planning, life cycle evaluation, water accounting, capital improvements, risk assessments, asset inventory and data management.

- Water loss control program support to support water audit evaluations, conduct water audit intervention processes, and implement performance indicator evaluations.

- Support City pursuit of federal and state grant funding applications.

- Geographic information system (GIS) support, field surveying and mapping, graphical illustrations and reporting support.

# City of Santa Fe, New Mexico

# memo

**Date:** May 20, 2020

**To:** Public Utilities/Public Works Committee, Finance Committee and City Council

**Via:** Shannon Jones, Public Utilities Director SJ
Jesse Roach, Water Division Director JR

**From:** Bill Schneider, Water Resources Coordinator WHS

**RE:** Amendment No. 1 to Professional Services Agreement (PSA) 19-0235 with HAZEN 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 19-0235 with HAZEN 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 HAZEN for on call engineering services via competitively bid request for proposal (RFP) for Engineering Services (RFP '19/16/P) that was awarded as PSA #19-0235. The WD has utilized this contract to provide engineering and technical services to quantify hydrologic accounting for water reuse alternatives, support public engagement activities, streamline integration of WD billing database and water use estimations for water and wastewater, environmental permitting support on NEPA meetings with federal agencies, drainage analyses at hospital tank, and hydraulic modeling support.

This PSA will be utilized in FY20-21 to provide continued engineering support for capital improvement and priority projects that include federally mandated risk assessment and emergency response planning, water supply demand calculations, community engagement and public outreach, drainage and runoff engineering, integration of billing, SCADA and reporting, water resources accounting and modeling, permitting. Upon approval of this PSA, the WD intends to negotiate task orders for engineering support on these critical actions.

The WD is working on a memorandum of understanding (MOU) with the US Bureau of Reclamation (MOU) to define the scope and terms of a grant awarded to the City to complete water resources planning and water management model development under climate change impacts. The WD will bring the MOU to the governing body for approval this summer and request for an Amendment to this PSA to complete the modeling portion of the grant as required for the City's 50-50 cost share with USBR. The resource and cost share obligations are being developed as part of the MOU.

**ACTION REQUESTED**

Staff requests approval of Amendment No. 1 to PSA #19-0235 with HAZEN for 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 Hazen Sawyer

3 Complete information requested ☑ Plus GRT ☐ Inclusive of GRT

Original Contract Amount: $450,000.00

Termination Date: June 30, 2020

☑ Approved by Council Date: pending

☐ or by City Manager Date: _____

**Contract is for:** Original On Call Contract

Amendment # 1 to the Original Contract# 19-0235

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 comp and term for FY 20/21

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

Amount $ 450,000.00 of original Contract# 19-0235 Termination Date: 6/30/2020

Reason: Original Contract

Amount $ 250,000.00 amendment 1 Termination Date: 6/30/2021

Reason: increase comp and term for FY 20/21

Amount $ _____ amendment # _____ Termination Date: _____

Reasc _____

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: $ $700,000.00

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

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

RFP# 19/16/P Date: November 9, 2018

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other _____

6 **Procurement History:** Year 2 of 4
example: (First year of 4 year contract)

_____
**Purchasing Officer Review**

**Comments or Exceptions:** _____

7 **Funding Source:** Water CIP Fund **BU/Line Item:** 5050395.572960

Alexis Lotero
Alexis Lotero (Jun 25, 2020 14:50 MDT)
**Budget Officer Approval**

**Comments or Exceptions:** _____

8 **Any out-of-the ordinary or unusual issues or concerns:**
N/A
(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** Maya Martinez

Phone # 4271

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

**Submit to City Attorney for review/signature**
**Forward to Finance Director for review/signature**
**Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).**

**To be recorded by City Clerk:**

Contract # _____

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

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

**Comments:**

# CITY OF SANTA FE RFP PROCUREMENT CHECKLIST

Contractor Name: Hazen and Sawyer Engineering

Procurement Title: On Call Engineering Services

Solicitation RFP#: 19/16/P

Department Requesting/Staff Member PUD - William Schneider

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

**REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING***

| YES | N/A | |
|---|---|---|
| ☒ | ☐ | Approved Procurement Checklist (by Purchasing) |
| ☒ | ☐ | Departments Recommendation of Award Memo addressed to Finance |
| ☒ | ☐ | Tabulation Evaluation score sheet |
| ☐ | ☒ | BAR |
| ☐ | ☒ | FIR |
| ☒ | ☐ | Contract, Agreement or Amendment |
| ☒ | ☐ | Current Business Registration and CRS numbers on contract or agreement |
| ☒ | ☐ | Summary of Contracts and Agreements form |
| ☒ | ☐ | Certificate of Insurance |
| ☐ | ☐ | Other: _____ |

_____
Department Rep Printed Name and Title

whschneider
whschneider (May 28, 2020 10:10 MDT)
_____
Department Rep Signature attesting that all information included

Fran Dunaway Jun 26, 2020 15:36 MDT)
_____
Purchasing Officer attesting that all information is reviewed

**REQUIRED DOCUMENTS FOR BID FILE***

| YES | N/A | |
|---|---|---|
| ☒ | ☐ | Final RFP Document |
| ☒ | ☐ | Copy of legal solicitation published in the newspaper, website, etc. |
| ☒ | ☐ | All addendums |
| ☐ | ☒ | Plan holders list |
| ☒ | ☐ | Copies of all RFP submittals |
| ☒ | ☐ | Complete evaluation score sheets |
| ☒ | ☐ | Non-Responsive/Non-Responsibility Form and correspondence or letters from Department to vendor regarding disqualifications |
| ☐ | ☒ | Oral presentations (sign-in sheets, presentation materials, etc.) |

*

| | | |
|---|---|---|
| ☐ | ☒ | Documentation sent to Proponents/Offerors and responses received regarding clarifications, decisions, negotiations, and/or best and final offers, etc. |
| ☐ | ☒ | Reference Reviews/Reference Check Questionnaires |
| ☐ | ☒ | Pricing evaluation |
| ☐ | ☒ | Final overall evaluation matrix or summary of evaluator scores |
| ☐ | ☐ | Other: _____ |

**AWARD***

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

**DISCLOSURES***

| YES | N/A | |
|---|---|---|
| | | **Contractor Disclosures & Conflicts of Interest** |
| ☐ | ☒ | Disclosures & Conflicts of Interest Form(s) (winning proponent(s)/offeror(s)) |
| | | **Contractor –Conflicts of Interest** |
| ☐ | ☒ | Purchasing Office Letter or e-mail to designated individual regarding potential conflict |
| ☐ | ☒ | Conflict of Interest Form signed by all parties |
| ☐ | ☒ | Letter from Procurement Office regarding the potential conflict |
| | | **Subcontractor Disclosures** |
| ☐ | ☒ | Disclosures & Conflicts of Interest form of Subcontractor(s) |
| | | **Subcontractor –Conflicts of Interest** |
| ☐ | ☒ | Purchasing Officer Letter or email to designated individual regarding potential conflict |
| ☐ | ☒ | Conflict of Interest form signed by all parties |
| ☐ | ☒ | Letter from Legal Office regarding the potential conflict |
| ☐ | ☐ | Other: _____ |

**CONTRACT***

| YES | N/A | |
|---|---|---|
| ☒ | ☐ | Copy of Executed Contract |
| ☒ | ☐ | Copy of all documentation presented to the Committees |
| ☒ | ☐ | Finalized Council Committee Minutes |
| ☐ | ☐ | Other: _____ |

**MISCELLANEOUS FILE***

| YES | N/A | |
|---|---|---|
| ☐ | ☐ | Local Preference Form |
| ☐ | ☐ | New Mexico Residence Form |
| ☐ | ☐ | Veterans Exemption |
| ☐ | ☐ | Other: _____ |

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

*

**PROTEST (If applicable)***

| YES | N/A | |
|---|---|---|
| ☐ | ☒ | Documentation from protester filed with the Purchasing Office |
| ☐ | ☒ | Letter from Department to Purchasing Office Providing response to protest |
| ☐ | ☒ | Letter from Purchasing Officer to protester and Department on final outcome |
| ☐ | ☐ | Other: _____ |

**Create a separate file folder which may contain any documents with trade secrets or other competitively sensitive, confidential or proprietary information.**

| YES | N/A | |
|---|---|---|
| ☒ | ☐ | Original proposal (s) with no redactions |

whschneider

Department Rep Printed Name and Title

whschneider
whschneider (May 28, 2020 10:10 MDT)

Department Rep Signature attesting that all information included

*

# City of Santa Fe
# FY20 Fiscal Impact Analysis (Non-Personnel Expenditures)

**General Information**

| | | | |
|---|---|---|---|
| Department Name: | public utilities | Department Name: | public utilities |
| Division Name: | water | Division Name: | water |

**Financial Information**

| | | | |
|---|---|---|---|
| Amount Requested: | $250,000 | Munis Fund Number: | 505 |
| Vendor Name: | HAZEN | Munis Org Number: | 5050395 |
| Approved by Director? | Yes Shannon Jones (May 28, 2020 11:56 MDT) | Munis Object Code: | 572960 |

**Expenditure Information**

1. Describe the purchase of goods/services. Is this one-time or recurring? Please explain why this is the lowest cost option for this expenditure.

The City's WD entered into a PSA with Hazen for engineering services via competively bid request for proposal (RFP) for hydro services (RFP '19/16/P) that was awarded as PSA #19-0235. The services are recurring and required to ensure the WD will continue to have safe, sufficient and sustainable water supply.

2. Please describe which legally required City service does this procurement support? Does this procurement provide support for compliance with City, State and Federal requirements? If yes, please explain.

The City has utilized this contract to develop improvements in water supply and planning, water resources management, hydraulic modeling and drainage engineering, public outreach and other water engineering obligations required under Chapter 25. In addition, this contract is utilized to meet local, state, and federal permitting requirements for existing and future water rights and water supply management.

3. Can these services be performed by City employees in your department or in other departments? If the answer is no, please explain.

The City staff does maintain baseline engineering, water resources and permitting expertise but numerous activities and requirements completed under this contract utilize specialized engineering and permitting capabilities and technical expertise necessary to ensure the WD is compliant with numerous technical and permitting obligations to provide safe and sustainable drinking water supply.

4. Would there be any adverse health, safety or economic implications if this expenditure was not approved? What impact will there be on the department and the City operations if this expenditure is not approved.

Yes. These services are necessary for the City to comply with its regulatory and legal requirements for its water supply. The water treatment, water system deliveries, water rights permitting and technical considerations for satisfying permit conditions and improvement obligations. The WD staff does not have the specialized engineering and technical resources to provide this expertise without supplemental support achieved under this contract.

5. If this purchase is not approved with City funds, what are alternative funding sources for the proposed expenditure? Does this duplicate efforts being provided by other governmental, for profit or non-profit entities?

While the Water Division is seeking and utilizes several outside funding sourcesThe WD is seeking funding from Federal Agencies and the services performed under this contract can be used as a required match of funding.

| | | |
|---|---|---|
| Jun 26, 2020 15:36 MDT | Alexis Lotero (Jun 26, 2020 14:50 MDT) | |
| Procurement Office Signature | Budget Office Signature | Finance Director Signature |

# City of Santa Fe

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

## BUSINESS REGISTRATION

**Business Name:** HAZEN AND SAWYER DPC
DBA: HAZEN AND SAWYER DPC

**Business Location:** SF COUNTY
NM

**CRS Number:** 03405247000

**Owner:**

**License Number:** 224218

**License Type:** Business License - Renewable

**Issued Date:** January 22, 2020

**Classification:** Out of Jurisdiction Business License

**Expiration Date:** December 31, 2020

**Fees Paid:** $10.00

HAZEN AND SAWYER DPC
498 7TH AVE 11TH FL
NEW YORK CITY, NY 10018

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**

HAZE&SA-01 KGODWIN

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/25/2020

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

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

| PRODUCER | CONTACT NAME: | |
|---|---|---|
| Ames & Gough<br>8300 Greensboro Drive<br>Suite 980<br>McLean, VA 22102 | PHONE (A/C, No, Ext): (703) 827-2277 | FAX (A/C, No): (703) 827-2279 |
| | E-MAIL ADDRESS: admin@amesgough.com | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A : Hartford Fire Insurance Company A+ (XV) | 19682 |
| INSURED | INSURER B : Hartford Casualty Insurance Company A+ (XV) | 29424 |
| Hazen and Sawyer<br>498 Seventh Avenue<br>New York, NY 10018 | INSURER C : Twin City Fire Insurance Company A+ (XV) | 29459 |
| | INSURER D : Continental Casualty Company (CNA) A, XV | 20443 |
| | INSURER E : | |
| | INSURER F : | |

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ 1,000,000 |
| | CLAIMS-MADE [X] OCCUR | X | X | 42UUNBH8062 | 3/29/2020 | 3/29/2021 | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 1,000,000 |
| | X Contractual Liab. | | | | | | MED EXP (Any one person) | $ 10,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | POLICY [X] PRO-JECT [X] LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | OTHER: | | | | | | | $ |
| B | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ 2,000,000 |
| | X ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | 42UENBH7997 | 3/29/2020 | 3/29/2021 | BODILY INJURY (Per accident) | $ |
| | HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | Comp./Coll. Ded | $ 1,000 |
| | UMBRELLA LIAB OCCUR | | | | | | EACH OCCURRENCE | $ |
| | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | DED RETENTION $ | | | | | | | $ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | X PER STATUTE OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] | N/A | X | 42WBAD0SYE | 3/29/2020 | 3/29/2021 | E.L. EACH ACCIDENT | $ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |
| D | Professional Liab. | | | AEH008231489 | 3/29/2020 | 3/29/2021 | Per Claim/Aggregate | 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: RFP '19/16/P – On-call Engineering Services for Water System Capital Improvements Program

The City of Santa Fe is included as additional insured with respect to General Liability when required by written contract. General Liability is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and when required by written contract. General Liability and Workers Compensation policies include a waiver of subrogation in favor of the additional insureds where permissible by state law and when required by written contract. 30-day Notice of Cancellation will be issued for the General Liability, Automobile Liability, Workers Compensation and Professional Liability policies in accordance with policy terms and conditions.

**CERTIFICATE HOLDER**

City of Santa Fe
2651 Siringo Road
Building "H"
Santa Fe, NM 87505

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

Dan Kruse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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| **Name Of Additional Insured Person(s) Or Organization(s):** |
| --- |
| ANY PERSON OR ORGANIZATION THAT YOU HAVE AGREED TO NAME AS AN ADDITIONAL INSURED IN A WRITTEN CONTRACT OR AGREEMENT PROVIDED THAT THE INJURY OR DAMAGE OCCURS SUBSEQUENT TO THE EXECUTION OF THE CONTRACT OR AGREEMENT. A PERSON OR ORGANIZATION IS INCLUDED AS AN ADDITIONAL INSURED UNDER THIS ENDORSEMENT ONLY FOR THAT TIME PERIOD REQUIRED BY THE CONTRACT OR AGREEMENT. |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

**A.** **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

 © Insurance Services Office, Inc., 2012 

**Signature:** 

**Email:** jdroach@santafenm.gov

**Signature:**

**Email:** mtmccoy@ci.santa-fe.nm.us

ITEM # 19-0235

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 **Hazen and Sawyer,** 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 as described in Exhibit "A" attached hereto and incorporated herein:

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 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 four hundred fifty thousand dollars ($450,000), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling thirty seven thousand nine hundred sixty eight dollars and seventy five cents ($37,968.75) 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 eighty seven thousand nine hundred sixty eight dollars and seventy five cents ($487,968.75). 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.

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 which arise out of the performance of this Agreement, caused by the negligent act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

**23. New Mexico Tort Claims Act**

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

provision of the New Mexico Tort Claims Act.

**24. Invalid Term or Condition.**

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

**25. Enforcement of Agreement.**

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

**26. Notices.**

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City:
Water Division Director
801 W. San Mateo
Santa Fe, NM 87505

To the Contractor:
Greg Gates, P.E.
Hazen Sawyer
100 Sun Ave NE, Suite 650
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:

ALAN WEBBER, MAYOR

DATE: 4/1/19

CONTRACTOR:
Hazen Sawyer

NAME AND TITLE
GREG GATES, VICE PRESIDENT

DATE: 4/10/19
CRS# 03-405267-00-0
Registration # 19-00155538

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
cc mtg. 3/27/2019

APPROVED AS TO FORM:

2/14
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

52354.572960
Business Unit Line Item

EXHIBIT "A"

1) **Technical Water Resources Engineering and Feasibility Studies**
The types of services anticipated under this category shall include, at a minimum, the following:

a. 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.

b. 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.

c. Production well design, construction, testing and sustainable operations. Water quality and treatment, blending and distribution.

d. 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.

2) **Preliminary Engineering Services for Design and Construction**
The types of services anticipated under this category shall include, at a minimum, the following:

a. Prepare engineering details and calculations as needed for water supply, water transmission and water storage improvement projects.

b. 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.

c. Evaluate the design concept for constructability and practicality for construction phase and maintenance of water system improvements.

d. Develop a design and construction schedule.

3) **General Engineering**
The types of services anticipated under this category shall include, at a minimum, the following:

a. Development of engineering design drawings and specifications for capital improvement projects, and/or rehabilitation and replacement projects.

b. Perform necessary field investigations and coordinate with regulatory agencies and other stakeholders to verify design and construction assumptions and constraints.

c. Address right of way and easement issues.

d. 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.

e. Updates and revisions to the water distribution and storage master plan, as-needed.

f. 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.

**4) Water Resources Studies**

The types of services anticipated under this category shall include, at a minimum, the following:

a. 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.

b. 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.

c. 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.

d. 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).

e. 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.

f. Water supply prioritization, economics, availability and resiliency, and water supply infrastructure.

5) **Permit Related Activities, Compliance and Litigation Support**
The types of services anticipated under this category shall include, at a minimum, the following:

a. Surface and groundwater water right permitting and applications.

b. Inter-state compact compliance, permitting and accounting.

c. Appropriation of surface water, groundwater administration, active water resource administration, and general water rights.

d. Return flow credits, aquifer storage and recovery, reclaimed water reuse, discharge permitting and water quality compliance.

6) **Water Utility Management**
The types of services anticipated under this category shall include, at a minimum, the following:

a. Asset management plan support including financial planning, life cycle evaluation, water accounting, capital improvements, risk assessments, asset inventory and data management.

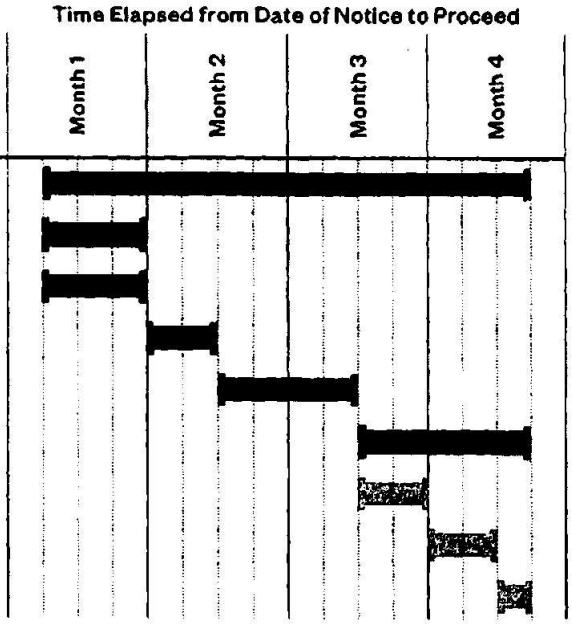
b. Water loss control program support to support water audit evaluations, conduct water audit intervention processes, and implement performance indicator evaluations.

c. Support City pursuit of federal and state grant funding applications.

d. Geographic information system (GIS) support, field surveying and mapping, graphical illustrations and reporting support.

# Project Schedule

| Task | Task Description | Duration, weeks |
|---|---|---|
| 1 | Project Management | 14 |
| 2 | Define Goals | 2 |
| 3 | Review and Refine Alternatives | 3 |
| 4 | Develop Evaluation Criteria | 2 |
| 5 | Evaluate Alternatives | 4 |
| 6 | Prepare Action Plan | 6 |
| | *Draft Plan* | 2 |
| | *City Review* | 2 |
| | *Final Plan* | 1 |




# Budget

| Staff | Brad Reisinger | Wyatt Dreseler | Clayton Ten Eyck | Steve Morrow | Daniel Gonzales | John Quinn Pate | Bryant Guam | Labor | Labor | Labor | Expenses | Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Hourly Rate | $170 | $170 | $215 | $130 | $190 | $215 | $195 | (Hazen) | (Molzen) | (Molzen + 10%) | | |
| Task 1: Preliminary Design | 32 | 24 | 76 | 0 | 14 | 0 | | $9,520 | $18,914 | $20,805 | $863 | $31,178 |
| Task 2: 30% Conceptual Design | 36 | 18 | 210 | 25 | 14 | 4 | | $9,180 | $51,989 | $57,188 | $1,835 | $68,203 |
| Task 3: 60% Preliminary Design | 36 | 20 | 203 | 31 | 46 | 25 | | $9,520 | $51,845 | $58,030 | $2,141 | $79,690 |
| Task 4: 90% Pre-Final Design | 36 | 16 | 81 | 59 | 91 | 8 | | $8,840 | $44,198 | $48,618 | $1,691 | $59,049 |
| Task 5: 100 % Final Design | 18 | 8 | 10 | 3 | 4 | 1 | | $4,420 | $3,670 | $3,927 | $240 | $8,587 |
| Task 6: Bid Phase | 12 | 8 | 10 | 1 | 1 | 1 | | $3,400 | $2,856 | $3,142 | $188 | $6,729 |
| Task 7: Construction Administration | 60 | 20 | 266 | 26 | 108 | 14 | 511 | $11,900 | $183,603 | $201,963 | $5,865 | $219,728 |
| **Total** | **220** | **114** | **856** | **144** | **279** | **55** | **511** | **$56,780** | **$366,976** | **$403,673** | **$12,713** | **$473,166** |

## Section J

# Statement of Wages and Direct Costs

Compensation will be on a time and expense basis or lump sum as negotiated by task, with labor billed based on the hourly rate sheet presented below (exclusive of New Mexico Gross Receipts Tax [NMGRT]). Rates presented will be escalated annually on the contract date by 3 percent.

| Category | Hourly Rate (Exclusive of NMGRT) |
|---|---|
| Vice President, Project Director | $310 |
| Senior Associate | $260 |
| Associate | $200 |
| Senior Principal Engineer | $170 |
| Principal Engineer | $160 |
| Assistant Engineer | $120 |
| Technician | $100 |

Subconsultant expenses will be billed at actual cost, plus 10 percent.

Expenses will be invoiced at actual cost or standard rates (e.g. standard mileage rate). Expenses will include travel or other similar costs incurred in performance of the work.

**Signature:** Geralyn Cardenas
Geralyn Cardenas (Aug 17, 2020 08:20 MDT)

**Email:** gfcardenas@santafenm.gov

# GB PUD 20-0383 Hazen and Sawyer A1 to 19-0235 - not executed

Final Audit Report 2020-08-17

| | |
|---|---|
| Created: | 2020-08-14 |
| By: | YODEL CATANACH (yocatanach@ci.santa-fe.nm.us) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAA0NToOip6IqOjMtUdRGqHKkUrzFWuKI6K |

## "GB PUD 20-0383 Hazen and Sawyer A1 to 19-0235 - not executed" History

Document created by YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)
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2020-08-17 - 4:15:48 PM GMT- IP address: 104.47.64.254

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Signature Date: 2020-08-17 - 4:16:00 PM GMT - Time Source: server- IP address: 63.232.20.2

Signed document emailed to Geralyn Cardenas (gfcardenas@santafenm.gov), jldiaz@santafenm.gov, Yolanda Vigil (yyvigil@santafenm.gov), Alan Webber (amwebber@santafenm.gov), and 3 more

2020-08-17 - 4:16:00 PM GMT

**ACTION SHEET**
**PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 05/24/2021**

**ISSUE NO. 8b**

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

**PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to forward to 06/01/2021 Finance Committee**

**SPECIAL CONDITIONS OR AMENDMENTS:**

**STAFF FOLLOW UP:**

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

# City of Santa Fe, New Mexico

# memo

**Date:** **April 28, 2021**

**To:** **Governing Body**
**Finance Committee**
**Public Utilities Committee**

**VIA:** **Jarel LaPan Hill, City Manager**
**Mary McCoy, Finance Department Director**
**Fran Dunaway, Chief Procurement Officer**
**Shannon Jones, Public Utilities Director** SJ
**Jesse Roach, Water Division Director** JR

**FROM:** **Bill Schneider, Water Resources & Conservation Manager** whs

**RE:** Part 1 of 2: Request to approve a Memorandum of Agreement (MOA) with the City of Santa Fe (City) and the United States Bureau of Reclamation (USBR) that outlines cost-share and scope to support water planning and management model development efforts as part of Santa Fe Water 2100. MOA includes a grant providing the City with $269,000 in-kind technical services via USBR WaterSmart Operations Pilot Program.

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**ITEM AND ISSUE**

The City of Santa Fe's (City) Water Division (WD) is requesting approval of a MOA between the City and the USBR that will support the ongoing water supply planning efforts specified in *City Resolution 2019-56*.

**BACKGROUND AND SUMMARY**

The City applied for and was awarded a grant from USBR under their WaterSmart Operations Pilot program. The grant is a continuation of the City's successful collaboration with USBR under their Basin Study program and conforms to funding sources and methods outlined in *City Resolution 2020-41*.

The WaterSmart Operations Pilot program is predicated on a 50-50 cost share requirement. The City will benefit from the USBR providing technical services which include developing long-range climate projections for Santa Fe watershed, San Juan-Chama, and Rio Grande flows that will be incorporated into a new dynamic simulation model for water management and planning. The dynamic simulation model will be developed as part of the City's portion of the 50-50 cost share. The model will be used to assess long-term gaps in supply and demand under uncertain future conditions including climate change. The new model will be a major upgrade to the antiquated WaterMAPS model and be called STEWARDS (Systems Tool for Evaluating Water Resources Decisions and Strategies). STEWARDS will be the tool utilized to evaluate ways to develop resiliency to drought and climate change via adaptation strategies as part of Santa Fe 2100 and Santa Fe Basin Study Update.

**PROCUREMENT METHOD:**
Government Contract – Memorandum of Agreement

**CONTRACT NUMBER:**
The FY20 Munis contract number is 3202695

**FUNDING SOURCE:**
This is an MOA for In Kind Services.

The funding source is:
**Fund Name/Number**: Water Enterprise Fund / 505
**Munis Org Name/Number:** Water CIP/ 5050395
**Munis Object Name/Number:** Design / 572960

**ACTION REQUESTED**

Staff requests approval of the attached MOA.

**REFERENCES**

- ***Resolution 2020-41*** *A Resolution Authorizing and Supporting the City Manager to Work with Public Utilities Staff to Identify and Apply for Federal and State Funding Sources for Water, Wastewater, and other Water Related Projects(…).*
- ***Resolution 2019-56*** *(A Resolution Directing Staff to Develop a 40-Year Water Plan and a Longer Range 80-Year Plan to Evaluate the City's Water Demand and Supplies(…)*

# Department of Interior
# Bureau of Reclamation

SANTA FE INTEGRATED WATER MANAGEMENT SYSTEM MODEL
MEMORANDUM OF AGREEMENT

The United States Department of Interior, Bureau of Reclamation (Reclamation) and the City of Santa Fe, New Mexico (City) agree to work collaboratively to develop the *Santa Fe Integrated Water Management System Model* (SFIWMS) as part of the WaterSMART Basin Study Program, Water Options Pilot. This Memorandum of Agreement establishes the terms that will guide the performance of the Study.

The study will build on the initial Santa Fe Basin Study (2015 Basin Study) (Llewellyn et al 2015) and the Basin Study Update (in progress) to develop a system-level water operations model that will fully represent Santa Fe's water supply system and associated water rights and Rio Grande Compact constraints. The proposed Santa Fe Integrated Water Management System (SFIWMS) will enable the City to examine and optimize operational strategies in its complex water supply and distribution system to meet multiple water supply and environmental objectives as well as consider adaptive strategies to satisfy future water demands as the climate continues to warm.

The Study Area consists of the City of Santa Fe and its water sources in the Santa Fe River Basin, portions of the Rio Grande Basin, and source water basins for San Juan-Chama Project water. The proposed SFIWMS will utilize dynamic simulation modeling approaches to represent the complex interactions of water supply, demand, and rights associated with the City of Santa Fe water system.

The resulting SFIWMS will provide projections of the relative timing of supply shortages for the City under an array of potential future conditions and allow for consideration of the tradeoffs of potential options and strategies. The result will be greater security in long-term supply for the City, consistent with economic, environmental, and cultural goals.

Total study costs will be $625,005. The City proposes support from Reclamation in the form of technical and reporting estimated at $269,000. The City will provide $356,005 through matching funds and in-kind services as a local cost-share.

## ARTICLES

I. Definitions

A. "Reclamation" means the United States Department of the Interior, Bureau of Reclamation.

B. "Non-Federal Partner(s)" means the City of Santa Fe, New Mexico.

C. "Parties means Reclamation" and Non-Federal Partner(s).

D. "Agreement" means this Memorandum of Agreement.

E. "Contributed Funds Agreement" means a legal agreement used to receive "all moneys … from any State, municipality, corporation, association, firm, district, or individual for investigations, surveys, construction work, or any other development work incident thereto involving operations similar to those provided for by the reclamation law, are covered into the reclamation fund and shall be available for expenditure for the purposes for which contributed in like manner as if said sums had been specifically appropriated for said purposes," 43 USC § 395.

F. "Cost-Share" means a specific percentage (%) of identified charges that are allocated to specific entities or Non-Federal Partner(s).

G. "In-kind Services" means services provided by a non-Federal entity that substantially contribute to the completion of the work task or task identified.

H. "Confidential Information" means trade secrets or commercial or financial information that is privileged or confidential under the meaning of 5 USC §552(b)(4).

I. "Intellectual Property" means any invention that is legally protected through patents, copyrights, trademarks, and trade secrets or otherwise protectable under Title 35 of the United States Code, under 7 USC § 2321, et seq., or under the patent laws of a foreign country.

J. "Key Personnel" means:

i. Partner(s):

Mr. William Schneider
Water Resources Coordinator
City of Santa Fe Water Division
801 W. San Mateo, Santa Fe, NM 87505
505-955-4203

ii. Reclamation:

Ms. Dagmar Llewellyn
Hydrologist
Bureau of Reclamation
555 Broadway Blvd. NE, Suite 100, Albuquerque, NM 87102
505-462-3594

K. "Subject Invention" means any invention or other intellectual property conceived or first reduced to practice under this Agreement which is patentable or otherwise protectable under Title 35 of the United States Code, under 7 USC § 2321, et seq., or under the patent laws of a foreign country.

L. "Scope of Agreement" means those activities set forth in Appendix 1.

M. "Term of Agreement" means that period set forth under the Section IV, Article 9, Term of this Agreement.

II. Authorities and Financial Obligations

A. Authorities: Nothing in this Agreement alters the statutory authorities or any other authorities of the Non-Federal Partner(s) or Reclamation. This Agreement is intended to facilitate cooperative efforts for mutual provision of services and support, and technical assistance by both Parties in the conduct of meeting the objectives and scope of this Agreement. This Agreement does not supersede or void existing agreements between the Non-Federal Partner(s) and Reclamation.

   i. Reclamation's authority to enter into this Agreement:
      a. Reclamation Act of June 17, 1902 (ch. 1093, 32 Stat. 388; 43 U.S.C. §372, et seq.) and acts amendatory thereof and supplementary thereto.
      b. Title IX of the Omnibus Public Land Management Act of 2009 (P.L. 111-11, 123 Stat. 991).
   ii. Non-Federal Partner's authority to enter into this Agreement:
      a. NMSA 1978, § 3-18-1(B).
      b. City of Santa Fe Council Resolution 2016-071.

B. Cost Sharing: The costs of the Water Options Pilot will be shared between Reclamation and the Non-Federal Partner(s), with Reclamation providing $269,000 and the Non-Federal Partner(s) providing $365,005. The Non-Federal Partner(s)' financial contribution will include both cash and in-kind contributions, including City-funded consulting services and City staff in-kind project contributions. Reclamation's financial contribution to the Water Options Pilot shall not exceed 50% of the total cost. Valuation of in-kind services shall be in accordance with 2 CFR Part 225, Cost Principles for State, Local, and Indian Tribal Governments (OMB Circular A-87).
   a. $60,000 of the City of Santa Fe's cost-share for this Water Management Options Pilot, along with $60,000 of Reclamation's contribution to the project, will be used to support the Rio Grande Basin Study from the Lobatos gauge to Elephant Butte. This funding will support development of modeling tools that link the Santa Fe water system with the larger Rio Grande system, which is modeled using the Upper Rio Grande Water Operations Model, URGWOM, allowing Santa Fe's system to be incorporated into URGWOM, and for URGWOM to provide input to SFIWMS, so that Santa Fe can run simulations of future projections that are consistent with those being simulated for the rest of the Rio Grande Basin in New Mexico. Thus, this financial relationship will be mutually beneficial to Reclamation and Santa Fe.
C. Financial Obligations: This Agreement is not a funding document and does not authorize the obligation or transfer of funds. If a subsequently identified activity or project is identified that may require Reclamation to receive or expend funds received from the Non-Federal Partner(s) for investigations, surveys, construction work, or any other development work incident thereto involving operations similar to those provided for by the Reclamation law, a supplemental Contributed Funds Agreement, pursuant to the Sundry Civil Expenses Appropriations Act for 1922 (43 USC § 395), will be executed. Funds contributed by Non-Federal Partner(s) will only be used to pay for costs incurred by Reclamation associated with completing the tasks described in this Agreement or modifications to this Agreement.

D. Anti-Deficiency Act: All activities, responsibilities, and commitments made under or pursuant to this Agreement (including any Contributed Funds Agreement under this Agreement) are subject to the availability of appropriated funds and each Agency's budget priorities, as determined by each Agency,

and neither the Non-Federal Partner(s) nor Reclamation are obligated in any way under this Agreement to expend appropriations or to enter into any contract, assistance agreement, Contributed Funds agreement, or other financial obligation. No provision herein shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, 31 U.S.C. § 1341.

III. Publications, Reports, and Confidentiality

A. Publications: The parties understand and agree that this Agreement may be disclosed to the public in accordance with the Freedom of Information Act. Subject to the requirements of confidentiality and preservation of rights in Subject Inventions, either party may publish the results of this Agreement, PROVIDED:

i. The other party is allowed to review the manuscript at least sixty (60) days prior to submission for publication by submission to the Authorized Agent.
ii. The publication shall acknowledge this Agreement and the contributions of each party's personnel.
iii. The final decision as to the publication content rests with the party that writes the publication.

B. Reports: The results of this Agreement and science, engineering, and technology data that are collected, compiled, and evaluated under this Agreement shall be shared and mutually interchanged by Non-Federal Partner(s) and Reclamation. A final report summarizing all data shall be submitted to Reclamation and the Non-Federal Partner(s) through the key contacts identified in Sections V.15.A and B within the performance period of this Agreement, as defined in Section IV.10.

C. Confidentiality: Any confidential information used in this Agreement shall be clearly marked confidential or proprietary by the submitter and shall not be disclosed by the Recipient without permission of the owner. To the extent either party orally submits its Confidential Information to the other party, the submitting party will prepare a document marked "CONFIDENTIAL" embodying or identifying in reasonable detail such orally submitted Confidential Information and provide the document to the other party within thirty (30) days of disclosure.
Neither party shall be bound by confidentiality if the Confidential Information received from the other party:

i. Already is available to the public or known to the recipient;
ii. Becomes available to the public through no fault of the recipient; or
iii. Is not confidentially received from another party legally entitled to it.

It shall not be a breach of this Agreement if the Non-Federal Partner(a) are required to disclose the Confidential Information by a valid order of a court or other government body, or as otherwise required by law, or as necessary to establish the rights of either party under this Agreement; PROVIDED THAT the Non-Federal Partner(s) shall provide prompt prior notice thereof to Reclamation to enable Reclamation to seek a protective order or otherwise prevent such disclosure, and PROVIDED FURTHER THAT the Confidential Information otherwise shall continue to be confidential.

D. Intellectual Property: Unless otherwise agreed by the Agencies, custody and administration of inventions made as a consequence of, or in direct relation to, the performance of activities under this Agreement shall remain with the respective inventing Party. In the event that an invention is made jointly by employees of the Parties or an employee of an Agency's contractor, the Parties shall consult and agree as to future actions toward establishment of patent protection for the invention.

IV. Term and Termination

A. Term: This Agreement shall take effect upon the approval of the Parties and, unless terminated per Section IV, Article 11, Termination, will expire three years from the date of the last signature to this Agreement. All Contributed Funds Agreement under this Agreement will be limited to an initial period of performance not to exceed the term of this Agreement, although they may be renewed for additional periods of performance not to exceed the term of this Agreement for any renewal period.

B. Amendment: If either party desires a modification in this Agreement, the parties shall confer in good faith to determine the desirability of such modification. Such modification shall not be effective until a written amendment is signed and dated by the undersigned representative(s) of both parties.

C. Termination: Either Party may terminate this Agreement prior to its expiration at any time, with or without cause, and without incurring any liability or obligation to the other parties, by giving the other parties at least ninety (90) calendar days prior written notice of termination.

V. General

A. Liability: It is understood and agreed that neither party to this Agreement shall be responsible for any damages or injuries arising out of the conduct of activities governed by this Agreement, except to the extent that such damages and/or injuries were caused by the negligent or wrongful acts or omissions of its employees, agents or officers. Reclamation's liability shall be limited by the Federal Tort Claims Act, 28 USC 2671, *et seq*. The City's liability shall be limited by the privileges and limitations of the New Mexico Tort Claims Act, NMSA 1978, sec. 41-4-1 through 41-4-30.

B. Limitations: This Agreement sets out the Parties' intentions and objectives and does not direct or apply to any person outside the Non-Federal Partner(s) and Reclamation. This Agreement is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by anyone against the United States, its agencies, its officers, or any person.

C. Notices and Key Personnel: Notices between the parties and copies of correspondence among the scientific and/or technical representatives of each party that interpret or may have a bearing on the legal effect of this Agreement's terms and conditions shall be sent to the Key Personnel identified in Section I(J). Reclamation's Key Personnel is authorized to perform scientific and/or technical activities falling within the Scope of this Agreement. The Key Personnel are not authorized to change or interpret with authority the terms and conditions of this Agreement. Key Personnel are defined in Section I(J).

D. Subcontracting Approval: A party hereto desiring to obtain and use the services of a third party via contract or otherwise shall give prior notice to the other party, including details of the contract or other

arrangement. This requirement is to assure that confidentiality is not breached and rights in Subject Inventions are not compromised.

E. Assignment: Neither party has the right to assign this Agreement or any of its responsibilities hereunder.

F. Endorsement: The Non-Federal Partner(s) shall not in any way state or imply that this Agreement or the results of this Agreement is an endorsement by the Department of the Interior, Federal Government, or Reclamation of its organizational units, employees, products, or services except to the extent permission is granted by an authorized representative of Reclamation.

G. Regulatory Compliance: Both parties acknowledge and agree to comply with all applicable laws and regulations of the state, Federal, and local environmental and cultural and paleontological resource protection laws and regulations as applicable to the activities or projects for this Agreement. These regulatory compliance requirements may include but not limited to, the National Environmental Policy Act (NEPA) including the Council on Environmental Quality and Department of the Interior regulations implementing NEPA, the Clean Water Act, the Endangered Species Act, consultation with potentially affected Tribes, and consultation with the State Historic Preservation Office.

H. Disputes: Any dispute arising under this Agreement, which cannot be readily resolved, shall be submitted jointly to the key personnel officials, identified in Section V, Article 14, Notices and Key Personnel. Each party agrees to seek in good faith to resolve the issue through negotiation or other forms of nonbinding dispute resolution processes mutually acceptable to the parties. Pending the resolution of any dispute or claim pursuant to Section V, Article 19, the parties agree that performance of all obligations shall be pursued diligently.

I. Force Majeure: Neither party shall be liable for any unforeseeable event beyond its reasonable control not caused by the fault or negligence of such party:

i. which causes the party to be unable to perform its obligations under this Agreement; and
ii. which it has been unable to overcome by the exercise of due diligence.
iii. including, but not limited to, flood, drought, earthquake, storm, fire, pestilence, lightning and other natural catastrophes, epidemic, war, riot, civil disturbance or disobedience, strikes, labor dispute, failure or sabotage of either party's facilities or any order or injunction made by a court or public agency.

J. Relationship between the Parties: The parties are and shall remain independent contractors and nothing herein shall be construed to create a partnership, agency, joint venture, or teaming agreement between the parties.

K. Severability: The illegality or invalidity of any provision of this Agreement shall not impair, affect, or invalidate the other provisions of this Agreement.

L. Governing Law: The construction, validity, performance, and effect of this entire Agreement shall be governed by the laws applicable to the Government of the United States of America in accordance with applicable Federal Law as interpreted by Federal Courts.

M. Waiver: The failure of either party to enforce any term hereof shall not be deemed a waiver of any rights contained herein.

N. Invalid Provision: In the event any provision of this Agreement is determined to be invalid or unenforceable under any controlling law, the invalidity or unenforceability of that provision shall not in any way affect the validity or enforceability of the remaining provisions of this Agreement.

O. Entire Agreement: The terms and conditions contained in this MOA and its appendices or attachments constitute the entire agreement and understanding by and between the parties and shall supersede all other communications, negotiations, arrangements and agreements either oral or written, with respect to the subject matter herein.

P. Counterparts: This Agreement may be executed in duplicate and each original shall be equally effective.

# SCOPE OF WORK

I. Purpose

The purpose of the proposed Water Management Options Pilot is for:

The City of Santa Fe to:

- Develop an updated water resources model for the City of Santa Fe to assess water supply and demand imbalances, evaluate water management alternatives, and support long range planning,
- Incorporate the latest climate projections (CMIP5) in Reclamation's ongoing Rio Grande: the Lobatos gauge to Elephant Butte Basin Study into Santa Fe's modeling,
- Provide information to support Reclamation's incorporation into the Upper Rio Grande Water Operations Model (URGWOM) of components of Santa Fe's system that interact with URGWOM (as discussed in Reclamation's responsibilities below).
- Provide input on Reclamation's development of the data visualization tool for URGWOM (as discussed in Reclamation's responsibilities below)

The Bureau of Reclamation to:

- Incorporate into URGWOM the components of the Santa Fe River that interact with URGWOM
- Provide the latest climate projections (CMIP5), developed in the ongoing Rio Grande Basin Study: the Lobatos gauge to Elephant Butte, for the City of Santa Fe to incorporate into Santa Fe's updated water resources model
- For the Santa Fe area, provide precipitation data, change in extreme storm events, or other indicators of local surface runoff that could be used by Santa Fe to a) estimate change in aquifer recharge from the Santa Fe River and local arroyos and b) assess potential stormwater capture adaptation strategies
- Develop a data visualization tool for the URGWOM accounting model that gives SJCP contractors the ability to track their relevant data
- Run a statistical analysis of how Rio Grande flows at Otowi vary across the climate storylines and adaptation strategy simulations
- Provide technical and presentation support for Santa Fe water planning

The above objectives are meant to present an overview of the activities that will occur under this Agreement. Please see Section III. D. for a more detailed list of responsibilities.

II. Authority

Reclamation's authority to enter into this Agreement:

1. Reclamation Act of June 17, 1902 (ch. 1093, 32 Stat. 388; 43 U.S.C. § 372, et seq.) and acts amendatory thereof and supplementary thereto.
2. Title IX of the Omnibus Public Land Management Act of 2009 (P.L. 111-11, 123 Stat. 991).

Non-Federal Partner's authority to enter into this Agreement:

1. a. NMSA 1978, § 3-18-1(B).
   2. City of Santa Fe Council Resolution 2016-071

III. Scope of Study

A. Geographic Area

Building on the initial Santa Fe Basin Study (2015 Basin Study) (Llewellyn et al. 2015) and the Santa Fe Basin Study Update (Basin Study Update) this Water Management Options Pilot will similarly focus on the Santa Fe River watershed, a 285 square mile (mi2) sub-basin of the Rio Grande. For water-supply assessment purposes, the study area will also encompass:

i. The Rio Grande watershed upstream of the Buckman Direct Diversion (BDD) project where the City diverts native and Reclamation San Juan-Chama Project water from the Rio Grande for treatment and municipal use.
ii. Tributaries within the San Juan River watershed, a portion of which are delivered to the Rio Grande system through the San Juan-Chama Project.
iii. Groundwater from the aquifers of the Santa Fe Group.

Each of the three sub-basins (upper Santa Fe River, Rio Grande above BDD, and San Juan River tributaries) upstream of the City's water diversion structures is included in this assessment. The first two sub-basins are within the Rio Grande basin; the third lies within the Upper Colorado River Basin.

B. Previous Studies and Background

The 2015 Basin Study projected a water supply shortage to the City and County of Santa Fe under projected 2055 conditions ranging between 5,155 and 9,323 acre-feet per year (AFY). Due to methodology utilized, the 2015 Basin Study did not evaluate the expected timing of the onset of these impacts leading up to 2055. The expected rate of onset is an important factor in optimal selection of adaptation strategies to offset these shortages while minimizing economic, environmental, and cultural costs to do so.

Santa Fe Reuse Feasibility Study (2017) was completed with support from The U.S. Bureau of Reclamation's (Reclamation) Title XVI of P.L. 102-575 WaterSMART program. The Feasibility Study concluded that constructing a multi-use return flow pipeline to the Rio Grande was the most effective way to maximize use of existing supplies. Returning unconsumed SJCP water or native Rio Grande water to the Rio Grande results in an array of potential benefits – including increasing supply through storage, direct exchange, groundwater pumping offsets, and supporting drought operations and environmental enhancement efforts on the Rio Grande. The pipeline also opens up new opportunities for Aquifer Storage and Recovery (ASR) and Indirect and Direct Potable Reuse (I/DPR).

The on-going 2017 Basin Study Update, further developed and refined approaches from the 2015 Basin Study. Completion of this Water Management Options Pilot will facilitate completion of the 2017 Basin Study Update.

C. Problems, Needs, and Opportunities

The City of Santa Fe, NM (City) is working to build greater water supply resiliency by embracing conservation, implementing sustainable groundwater management practices, and optimizing its surface water sources. This conjunctive management of surface and groundwater sources is driven by the concern, identified in the Santa Fe Basin Study (2015), that the City may face a water supply gap of up to 9,000 acre-feet per year (AFY) by 2055. The Basin Study findings indicated the most beneficial adaptation strategy for mitigating supply shortages is to maximize reuse of Santa Fe's treated effluent.

To advance the Basin Study findings, a Santa Fe Reuse Feasibility Study (2017) was completed with support from The U.S. Bureau of Reclamation's (Reclamation) Title XVI of P.L. 102-575 WaterSMART program. The Feasibility Study concluded that constructing a multi-use return flow pipeline to the Rio Grande was the most effective way to maximize use of existing supplies. Returning unconsumed SJCP water or native Rio Grande water to the Rio Grande results in an array of potential benefits – including increasing supply through storage, direct exchange, groundwater pumping offsets, and supporting drought operations and environmental enhancement efforts on the Rio Grande. The pipeline also opens up new opportunities for Aquifer Storage and Recovery (ASR) and Indirect and Direct Potable Reuse (I/DPR). To advance these strategies and move toward greater resiliency, the City recently submitted a grant application seeking assistance through the BOR-DO-19-F018 - WaterSMART: Title XVI WIIN Water Reclamation and Reuse Projects program seeking support to design and construct the return flow pipeline to the Rio Grande.

Such an integrated water supply and reuse system comprised of multiple interrelated surface and groundwater supply sources administered under New Mexico's complex water rights and Rio Grande Compact compliance obligations requires highly technical water management and accounting to maintain compliance. Under the Water Management Pilot Program, the City is proposing to develop a system level water operations model that will fully represent Santa Fe's water supply system and associated water rights and Rio Grande Compact constraints. The proposed Santa Fe Integrated Water Management System (SFIWMS) will enable the City to examine and optimize operational strategies in their complex system to meet multiple water supply and environmental objectives as well as consider adaptive strategies to satisfy future water demands under climate change.

The SFIWMS model will define the interaction of these components and apply physical, water rights, and Rio Grande Compact constraints. The model will be flexible and allow for considering numerous future hydrologic and demand scenarios and will be dynamic in nature. These scenarios will facilitate the incorporation of hydrologic variability and climate change into annual operations and long-range planning.

D. Planning Objectives and Constraints

The proposed division of responsibilities for this Water Management Options Pilot is:

THE CITY OF SANTA FE WILL:

- Develop an updated water resources model for the City of Santa Fe to assess supply and demand imbalances, evaluate alternatives, and support long range planning
- Incorporate the latest climate projections (CMIP5) in Reclamation's ongoing Rio Grande: the Lobatos gauge to Elephant Butte Basin Study into Santa Fe's modeling

- Provide information to support Reclamation's incorporation into the Upper Rio Grande Water Operations Model (URGWOM) of components of Santa Fe's system that interact with URGWOM (as discussed in Reclamation's responsibilities below).
- Provide input on Reclamation's development of the data visualization tool for URGWOM (as discussed in Reclamation's responsibilities below)

THE BUREAU OF RECLAMATION WILL:

- Incorporate into URGWOM the components of the Santa Fe River that interact with URGWOM, including but not limited to:
    - the Buckman Direct Diversion (BDD) and the accounting of the water that makes up this diversion (native Rio Grande water and San Juan – Chama Project water), and
    - the accounting of the amount of San Juan – Chama Project water that Santa Fe keeps by exchange in its Nichols and McClure reservoirs, potentially represented as a lumped "Santa Fe River" reservoir, and
    - the return flows of San Juan – Chama Project water to the Rio Grande, via a planned pipeline, for the following potential uses:
        - Offset evaporation at Cochiti Reservoir. In this case, Reclamation would transfer a like amount of water to Santa Fe's account in Heron or Abiquiu Reservoir, depending on timing, and
        - Return flow credits
- Provide the latest climate projections (CMIP5), developed in the ongoing Rio Grande Basin Study: Lobatos to Elephant Butte, for the City of Santa Fe to incorporate into Santa Fe's updated water resources model. All datasets will be provided as time series with monthly time steps, across multiple storylines, and multiple adaptation strategy simulations. Datasets will include:
    - San Juan-Chama allocations,
    - Inflow to McClure Reservoir,
    - Native Rio Grande flows at Otowi
    - Number of days per month that the rolling 5-day average native Rio Grande flow at Otowi is below 325 cfs, 300 cfs, 280 cfs, 260 cfs, 240 cfs, 220 cfs, and 200 cfs
    - Total Rio Grande flows at Otowi (including San Juan-Chama water)
    - Number of days per month that total Rio Grande flows at Otowi are below 325 cfs, 300 cfs, 280 cfs, 260 cfs, 240 cfs, 220 cfs, 200 cfs, 150 cfs, 100 cfs, and 50 cfs.
    - Article VII status,
    - New Mexico's Rio Grande Compact balance,
    - New Mexico relinquishment credits,
    - Temperature (high, low, and average) in Santa Fe,
    - Evaporation rates at McClure reservoir (from runoff model),
    - Evaporation rates at Nambe Reservoir (from URGWOM),
    - For the Sangre de Cristo Mountains near Santa Fe, deep percolation or other indicators of mountain-front recharge, to the extent this information is available for each of the storylines

    - Total evaporation volume and total storage at Abiquiu Reservoir (from URGWOM), and
    - Santa Fe SJC evaporation volume and Santa Fe SJC storage of SJCP water in Abiquiu Reservoir (from URGWOM)
- For the Santa Fe area, precipitation data, change in extreme storm events, or other indicators of local surface runoff that could be used by Santa Fe to a) estimate change in aquifer recharge from the Santa Fe River and local arroyos and b) assess potential stormwater capture adaptation strategies.
- Develop of a data visualization tool for the URGWOM accounting model that gives SJCP contractors the ability to track their allotments, day-end storages, daily average releases, and daily average SJC flow through the system within 2 business days of occurrence (1 business day to update URGWOM accounting model, and 1 business day to pull that information to the webpage).
- Run a statistical analysis of how Rio Grande flows at Otowi vary across the climate storylines and adaptation strategy simulations. Reclamation will consult with Santa Fe to develop statistics and a presentation that summarizes projections of daily average Rio Grande flows over the 21st century, incorporating potential impacts of climate change.
- Provide technical and presentation support for Santa Fe water planning.

E. Plan Formulation

**Task 1:** Technical Sufficiency Review

Reclamation will conduct a technical sufficiency review as described in section 8.C of the Basin Studies Directive and Standard[1].

**Task 2:** Kickoff

Santa Fe Water Division and its consultants will meet with Reclamation to review project goals and schedule.

**Task 3:** Develop Alternatives

Santa Fe Water Division and its consultants will have a series of two workshops to develop all potential water management alternatives that should be simulated with the model.

*Milestone 1: Summary of Alternatives.* Santa Fe Water Division's consultants will prepare a brief technical memorandum listing the alternatives to be simulated. Each alternative will consist of a brief description and a summary of key system interconnections that would need to be simulated.

**Task 4:** Develop Demand Projections

Santa Fe Water Division and its consultants will develop projections of water demand, including a breakout between consumptive and non-consumptive demand.

[1] https://www.usbr.gov/recman/wtr/wtr13-01.pdf

*Milestone 2: Summary of Demand Projections.* Santa Fe Water Division's consultants will prepare a brief technical memorandum summarizing demand projections.

**Task 5:** Develop Supply Projections

Reclamation will update projections of Santa Fe Watershed flows and provide projections of San Juan-Chama allocations, and Rio Grande flows at Otowi (being completed under a different effort). Updated flow projections will be based on CMIP5 model results and will account for operational rules to develop San Juan-Chama allocations and Rio Grande flows.

Santa Fe Water Division will incorporate flow projections for 1) Santa Fe Watershed, 2) San Juan-Chama allocations, and 3) Rio Grande flows at Otowi (SJC and Rio Grande flows being developed by Reclamation under separate funding) in the model, and as appropriate may develop transient time series by interpolating between 2020's, 2050's, and 2080's projections.

*Milestone 3: Summary of Supply Projections.* Reclamation will complete a spreadsheet that has all CMIP5 projections for flows listed above.

**Task 6:** Model Development

Santa Fe Water Division and its consultants will develop a dynamic simulation model capable of simulating alternatives identified in Task 2, under future demand and supply conditions developed in Tasks 3 and 4. Regular workshops will be held with Santa Fe Water Division and its consultants for feedback on model rulesets.

Reclamation will update URGWOM to include the items defined in items 2 through 5 of Section I of the Scope of Work.

Reclamation and Santa Fe will coordinate efforts during the model development task, to ensure consistency between Santa Fe's model and URGWOM.

**Task 7:** Model documentation

Santa Fe Water Division and its consultants will develop documentation of the model, including a summary of rulesets.

*Milestone 4: Model completion,* Santa Fe and its consultants will complete the model and associated documentation.

## IV. Schedule and Phasing

Schedule and phasing is shown below for an 18-month schedule as presented in the original application. Note that the start date would move to reflect actual start date and signature of this documents by all parties.

| | 2019 | | | 2020 | | | | | | | | | | | | 2021 | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Task | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep |
| 1. Technical Sufficiency Review | | | | | | | | | | | | | | | | | | | | | | | | |
| 2. Kickoff | | | | | | | | | | | | | | | | | | | | | | | | |
| 3. Develop Alternatives | | | | ★ | | | | | | | | | | | | | | | | | | | | |
| 4. Demand Projections | | | | | | ★ | | | | | | | | | | | | | | | | | | |
| 5. Supply Projections | | | | | | | | | | | | | | ★ | | | | | | | | | | |
| 6. Model Development | | | | | | | | | | | | | | | | | | | | ★ | | | | |
| 7. Model Documentation | | | | | | | | | | | | | | | | | | | | | | | | |

★ Milestones

V. Responsibilities

a. See above scope of work.

**For the Non-Federal Partner(s)**

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE:_____

ATTEST:

KRISTINE BUSTOS MIHELCIC,
CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (May 5, 2021 16:53 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY,
FINANCE DIRECTOR

**For Reclamation**

Regional Director

Date

# City of Santa Fe

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

**Section to be completed by department**

1. Munis Contract # 3202695

Contractor: USDI BOR

Description: **Santa Fe 2100 water planning and to develop a dynamic simulation water model as specified in the Memorandum of Agreement (MOA) with United States Bureau of Reclamation (USBR**

Contract ☐ Agreement ☉ Lease / Rent ☐ Amendment ☐

Term Start Date: **upon approval** Term End Date: **6/30/24**

☑ Approved by Council Date: **pending**

**Contract / Lease: Conctract In Kind cost**

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:** **MOA Government Agreement**

Fran Delaway (May 10, 2021 08:27 MDT) May 10, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: MOA

4. **Funding Source:** **Water CIP Enterprise Fund** **Org / Object:** **5050395.572960**

Andy Hopkins (May 7, 2021 16:31 MDT) May 7, 2021

Budget Officer Approval: Date:

Comment & Exceptions: _____

**Staff Contact who completed this form:** **Maya Martinez** Phone # **4271**

Email: **mfmartinez@santafenm.gov**

**To be recorded by City Clerk:**

Clerk # _____

Date of Execution: _____

# CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: USDI BOR

Procurement Title: Santa Fe 2100 water planning and to develop a dynamic simulation water model as specified in the Memorandum of Agreement (MOA) with United States Bureau of Reclamation (USBR

Procurement Method: State Price Agreement ☐ *Cooperative* ☐ *Sole Source* ☐ *Other* ☒ *MOA Govt Agreem*
*Exempt* ☐ *Request For Proposal* (RFP) ☐ *Invitation To Bid (ITB)* ☐ *Contract under 60K* ☐ *Contract over 60K* ☐

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

WH Schneider, P.G.
WH Schneider, P.G. (May 6, 2021 13:14 MDT)

Bill Schneider — Water Division Water Resources — Title — Date
Department Rep Printed Name (attesting that all information included)

Fran Duraway
Fran Duraway (May 10, 2021 08:27 MDT)

Chief Procurement Officer — May 10, 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

# memo

**Date:** 5/7/21

**To:** Fran Dunaway, Purchasing Director

**From:** Maya Martinez, Public Utilities Department

**RE:** Request approval of Exempt Procurement for Memorandum of Agreement (MOA) with the City of Santa Fe (City) and the United States Bureau of Reclamation (USBR) that outlines cost-share and scope to support water planning and management model development efforts as part of Santa Fe Water 2100.

**ITEM AND ISSUE**

The Water Division requests approval of an exempt procurement for Memorandum of Agreement (MOA) with the City of Santa Fe (City) and the United States Bureau of Reclamation (USBR) that outlines cost-share and scope to support water planning and management model development efforts as part of Santa Fe Water 2100.

Exempt Procurement is being requested under the following:

13-1-98. Exemptions from the Procurement Code.

A. procurement of items of tangible personal property or services by a state agency or a local public body from a state agency, a local public body or external procurement unit except as otherwise provided in Sections 13-1-135 through 13-1-137 NMSA 1978;

Approved:

Fran Dunaway

Fran Dunaway (May 10, 2021 08:27 MDT)

Fran Dunaway, Purchasing Director

**Signature:**

**Email:** jdroach@santafenm.gov

**Signature:** Shannon Jones (May 6, 2021 14:55 MDT)

**Email:** swjones@ci.santa-fe.nm.us

**ACTION SHEET**
**PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 05/24/2021**

**ISSUE NO. 8h**

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 (GIP) Projects in the amount of 542,188. (Robert Jorgensen, Engineer, rnjorgensen@santafenm.gov, 955-4265)

**Committee Review:**
Public Works and Utilities Committee: 05/24/2021
Finance Committee: 06/01/2021
Governing Body: 06/09/2021

**PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to forward to 06/01/2021 Finance Committee.**

**SPECIAL CONDITIONS OR AMENDMENTS:**

**STAFF FOLLOW UP:**

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

# City of Santa Fe, New Mexico

# memo

**Date:** February 9, 2021

**To:** Public Utilities/Public Works Committee, Finance Committee and City Council

**Via:** Shannon Jones, Public Utilities Director SJ
Jesse Roach, Water Division Director JR

**From:** Brian Snyder, Engineer Supervisor BKS

**RE:** Amendment No. 3 to Professional Services Agreement (PSA) with AECOM Technical Services Inc. (AECOM) for $542,188.00 to provide On-Call Engineering Services for Capital Improvements Program (CIP) Projects

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**ITEM AND ISSUE**

The City of Santa Fe's (City) Water Division (WD) is working on several critical infrastructure projects at Nichols and McClure Reservoirs and Dams as listed in the WD CIP that require specialized engineering services to carry out the design and construction phases. The WD is requesting to amend the PSA with AECOM to provide continued on-call engineering technical services.

**BACKGROUND AND SUMMARY**

The City's WD entered into a PSA with AECOM in April 2018 utilizing a cooperative procurement of an Albuquerque Bernalillo County Water Authority (ABCWUA) On Call Engineering Services Contract for Water and Wastewater, which was sanctioned under Section 11.1 of the City's Procurement Manual. ABCWUA approved the WD's use of this competitively bid contract. The WD utilized the contract to work on the following:

- Critical, independent 3rd Party engineering review of the contract condition assessment and preliminary design reports completed for McClure and Nichols Dams;
- Semi-Quantitative Risk Analysis for Nichols Dam and McClure Dam, performed as the initial step to identify and evaluate potential failure modes and used to plan and prioritize dam rehabilitation and improvement work;
- Nichols Dam and McClure Dam Emergency Action Plan (EAP) technical support for plan updates, training and NM Office of the State Engineer (NMOSE) required table-top exercise;
- Nichols Dam and McClure Dam intake structure evaluation of concrete and piping construction,
- Interim Risk Reduction Measures for Nichols Dam and McClure Dam outlet conduit inspection checklist and monitoring plan;
- Hydraulic analysis and HDPE design details for construction alternative for replacement raw water piping between Nichols Dam and Canyon Road Water Treatment Plant (CRWTP);
- Inspection, evaluation and design of McClure Dam seepage collection system and abutment seepage monitoring;
- Preliminary Engineering Report (PER) and 30% design documents ready for submission to NMOSE for pressurizing Nichols Dam outlet conduit, connections to new replacement raw water pipeline and connections/valves/metering at CRWTP;
- Probable Maximum Precipitation/Flood(PMP/PMF) analysis and updates for Nichols Dam and McClure Dam watershed models and plan based on recently updated precipitation numbers as published by NMOSE Dam Safety Bureau;

- Geotechnical investigation of Nichols Dam;
- Final design and construction plans for CRWTP Raw Water Pipeline;
- Snowpack runoff modeling tool for calculating and managing inflow into McClure and Nichols Reservoirs;
- Nichols Dam geotechnical investigations, geotechnical data report (GDR) and analysis, slope and stability analysis, seepage analysis, 2-D modeling;
- 60% design documents ready for submission to NMOSE for pressurizing Nichols Dam outlet conduit, connections to new replacement raw water pipeline and connections/valves/metering at CRWTP;
- McClure and Nichols Dam spillway investigation for design repairs; and
- McClure Dam end of the year analysis report for piezometer and toe drain readings.

Upcoming FY21/22 technical engineering services anticipated to be completed under this Amendment No. 3 include, but are not limited to:

- 100% bid ready design documents ready for bid and approval by NMOSE for pressurizing Nichols Dam outlet conduit, connections to new replacement raw water pipeline and connections/valves/metering at CRWTP;
- Engineering services during construction of Nichols Dam outlet conduit, connections to new replacement raw water pipeline and connections/valves/metering at CRWTP;
- Continued Nichols Dam geotechnical 3-D modeling analysis and final report; and
- General engineering technical support.

**ACTION REQUESTED**

Staff requests approval of Amendment No. 3 to PSA with AECOM Technical Services Inc. for on-call engineering technical services related to the Nichols Dam and McClure Dam in the amount of $542,188.00 including gross receipts tax. Staff requests approval of the Budget Increase BAR from the Water Enterprise Fund to the Water Division CIP Fund. Funding will be available in Business Unit/Line Item 5050375.572960 upon approval of the BAR.

The funding source is:
Fund Name/Number: Water Enterprise 505
Munis Org Name/Number: Water Division CIP 5050375
Munis Object Name/Number: WIP Design 572960

Munis #3200467

**CITY OF SANTA FE**
**AMENDMENT No. 3 TO**
**PROFESSIONAL SERVICES AGREEMENT**
**#18-0196; #19-0391; 20-0252**

AMENDMENT No. 3 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated February 28, 2018 (the "Agreement"), between the City of Santa Fe (the "City") and AECOM Technical Services, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City.

**RECITALS**

A. Under the terms of the Agreement, Contractor has agreed to provide engineering, planning and professional services to the City.

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

1. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of five hundred thousand dollars ($500,000) 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 dollars ($2,000,000), plus gross receipts tax, in total for the term of this Agreement.

2. TERM.

Article 5 of the Agreement is amended to extend the term of the

Agreement, so that Article 5 reads in its entirety as follows:

This Agreement shall terminate on June 30, 2022 unless terminated pursuant to Paragraph 6, infra.

3. AGREEMENT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No.3 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE:_____

CONTRACTOR:
AECOM TECHNICAL SER. INC.

_____
NAME John Sikora

TITLE Vice President

DATE:_____

CRS#02-279-546-001
Registration #

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Feb 9, 2021 09:46 MST)
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARYCOY, FINANCE DIRECTOR

5050395.572960 AJH
Business Unit/Line Item AJH

# 2021 02 09 Amend 3 Aecom

Final Audit Report 2021-02-09

| | |
|---|---|
| Created: | 2021-02-09 |
| By: | Irene Romero (ikromero@ci.santa-fe.nm.us) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAx7OjY6jEBWBbO3DkmTqLZkOGa6a0uukJ |

## "2021 02 09 Amend 3 Aecom" History

Document created by Irene Romero (ikromero@ci.santa-fe.nm.us)
2021-02-09 - 3:36:23 PM GMT- IP address: 63.232.20.2

Document emailed to Marcos Martinez (mdmartinez@santafenm.gov) for signature
2021-02-09 - 3:36:46 PM GMT

Email viewed by Marcos Martinez (mdmartinez@santafenm.gov)
2021-02-09 - 4:44:21 PM GMT- IP address: 174.56.49.116

Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)
Signature Date: 2021-02-09 - 4:46:46 PM GMT - Time Source: server- IP address: 174.56.49.116

Agreement completed.
2021-02-09 - 4:46:46 PM GMT

# AECOM #3 signed

Final Audit Report 2021-02-09

| | |
|---|---|
| Created: | 2021-02-09 |
| By: | Maya Martinez (mfmartinez@ci.santa-fe.nm.us) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAA1IB22Yhy7p3JIxQK1Wgs06907tXefc1U |

## "AECOM #3 signed" History

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Document emailed to john sikora (john.sikora@aecom.com) for signature
2021-02-09 - 5:13:26 PM GMT

Document e-signed by john sikora (john.sikora@aecom.com)
E-signature obtained using URL retrieved through the Adobe Sign API
Signature Date: 2021-02-09 - 5:41:32 PM GMT - Time Source: server- IP address: 34.100.75.96

Agreement completed.
2021-02-09 - 5:41:32 PM GMT

# City of Santa Fe

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

**Section to be completed by department**

1. Munis Contract # **3200467**

Contractor: **AECOM**

Description: **On Call Engineering**

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ☉

Term Start Date: **2/28/18** Term End Date: **6/30/19**

☑ Approved by Council Date: **2/28/18**

**Contract / Lease:** **Contract for On Call Engineering Services**

Amendment # **3** to the Original Contract / Lease # **18-0196**

Increase/(Decrease) Amount $ **500000**

Extend Termination Date to: **6/30/22**

☑ Approved by Council Date: **pending**

**Amendment is for:** **Increase to comp and extend term for FY 21/22**

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

**Original 18-1371 $500,000 plus 6/30/19**
**#1 19-0396 $500,000 plus 6/30/20**
**#2 19-0925 $500,000 plus 6/30/21**

**WTR250503**

3. **Procurement History:** **Cooperative Procurement WUA Project # 1405.000 Contract No. CCN 2016-01**

Fran Dunaway (May 17, 2021 10:36 MDT) May 17, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: Amendment #3 to increase and additional year.

4. **Funding Source:** **Water CIP** **Org / Object:** **5050395.572960**

Andy Hopkins (May 17, 2021 10:08 MDT) May 17, 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:

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

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

| DEPARTMENT / DIVISION NAME | DATE |
|---|---|
| PUD/Water/CIP | 2/11/2021 |

| ITEM DESCRIPTION | ORG | OBJECT | PROJECT | INCREASE | DECREASE |
|---|---|---|---|---|---|
| EXPENDITURES | | | | *{enter as positive #}* | *{enter as negative #}* |
| Water CIP WIP Design | 5050395 | 572960 | WTR250503 | 542,188 | |
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| REVENUES | | | | *{enter as negative #}* | *{enter as positive #}* |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | $ 542,188 | $ - |

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

Budget Increase from Cash Balance in Water Enterprise Fund for contract amendment with

#3 to the On call Engineering Contract with AECOM for FY 21/22

*{Complete section below if BAR results in a net change to ANY Fund}*

| Fund(s) Affected | Fund Balance Increase/(Decrease) |
|---|---|
| 505 | (542,188) |
| | |
| | |
| | |
| **TOTAL:** | **(542,188)** |

Maya Martinez 2/11/2021
Prepared By *{print name}* Date

*{Use this form for Finance Committee/ City Council agenda items ONLY}*

AJH
AJH (Feb 15, 2021 17:03 MST)
Budget Officer Date

**CITY COUNCIL APPROVAL**

*City Council Approval Date*

*Agenda Item #:*

Division Director Signature *{optional}* Date

Shannon Jones
Department Director Signature Date

Finance Director *{≤ $5,000}* Date

City Manager *{≤ $60,000}* Date

# City of Santa Fe

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

## BUSINESS REGISTRATION

**Business Name:** AECOM TECHNICAL SERVICES INC
DBA: AECOM TECHNICAL SERVICES INC

**Business Location:** 150 WASHINGTON AVE
SANTA FE , NM 87501

**CRS Number:** 02450666004

**Owner:** AECOM TECHNICAL SERVICES INC

**License Number:** 229607

**License Type:** Business License - Renewable

**Issued Date:** February 26, 2021

**Classification:** Business Registration - Standard

**Expiration Date:** February 26, 2022

**Fees Paid:** $35.00

AECOM TECHNICAL SERVICES INC
4840 COX RD
GLEN ALLEN, VA 23060

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

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

**TO BE POSTED IN A CONSPICUOUS PLACE**

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/05/2021

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

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

| | |
|---|---|
| **PRODUCER**<br>Marsh Risk & Insurance Services<br>CA License #0437153<br>633 W. Fifth Street, Suite 1200<br>Los Angeles, CA 90071<br>Attn: LosAngeles.CertRequest@Marsh.Com<br>CN101348564-STND-GAUE-21-22 12 2023 | **CONTACT NAME:** James Vogel<br>**PHONE (A/C, No, Ext):** 213-346-5098 **FAX (A/C, No):** 212-948-0533<br>**E-MAIL ADDRESS:** James.l.vogel@marsh.com |
| **INSURED**<br>AECOM<br>AECOM Technical Services Inc.<br>6501 Americas Parkway NE, Ste. 900<br>Albuquerque, NM 87110 | **INSURER(S) AFFORDING COVERAGE** — **NAIC #**<br>**INSURER A :** N/A — N/A<br>**INSURER B :** N/A — N/A<br>**INSURER C :** Illinois Union Insurance Co — 27960<br>**INSURER D :** SEE ACORD 101<br>**INSURER E :**<br>**INSURER F :** |

**COVERAGES** **CERTIFICATE NUMBER:** LOS-002414086-08 **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | **COMMERCIAL GENERAL LIABILITY** | | | | | | EACH OCCURRENCE | $ |
| | ☐ CLAIMS-MADE ☐ OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ |
| | ☐ POLICY ☐ PRO-JECT ☐ LOC | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | ☐ OTHER: | | | | | | | $ |
| | **AUTOMOBILE LIABILITY** | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ☐ ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | ☐ **UMBRELLA LIAB** ☐ OCCUR | | | | | | EACH OCCURRENCE | $ |
| | ☐ **EXCESS LIAB** ☐ CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | ☐ DED ☐ RETENTION $ | | | | | | | $ |
| D | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N<br>**(Mandatory in NH)** | N / A | | SEE ACORD 101 | 04/01/2021 | 04/01/2022 | X PER STATUTE ☐ OTH-ER | |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. EACH ACCIDENT | $ 2,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 2,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 2,000,000 |
| C | ARCHITECTS & ENG.<br>PROFESSIONAL LIAB. | | | EON G21654693 005<br>"CLAIMS MADE" | 04/01/2021 | 04/01/2022 | Per Claim/Agg<br>Defense Included | 1,000,000 |

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

Re: AECOM Project No: PR-360169; Perform Engineering and consulting services for the City of Santa Fe, NM.

**CERTIFICATE HOLDER**

City of Santa Fe
801 W San Mateo Rd.
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**
**of Marsh Risk & Insurance Services**

James L. Vogel

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ACORD®

# ADDITIONAL REMARKS SCHEDULE



| AGENCY | NAMED INSURED |
|---|---|
| Marsh Risk & Insurance Services | AECOM<br>AECOM Technical Services Inc.<br>6501 Americas Parkway NE, Ste. 900<br>Albuquerque, NM 87110 |
| POLICY NUMBER | |
| CARRIER / NAIC CODE | EFFECTIVE DATE: |

## ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Workers Compensation/Employer Liability cont.

| Policy Number | Insurer | States Covered |
|---|---|---|
| WLR C67806025 | Indemnity Insurance Company of North America - NAIC # 43575 | AOS |
| WLR C67805987 | ACE American Insurance Company - NAIC # 22667 | CA, MA |
| SCF C67806104 | ACE American Insurance Company - NAIC # 22667 | WI Retro |


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# CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: AECOM Technical Services Inc.

Procurement Title: On-Call Engineering Services for Capital Improvements Program (CIP) Projects

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/Water Staff Name Brian Snyder

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

**REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING***

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

Brian K. Snyder
Brian K. Snyder (Feb 11, 2021 14:40 MST)

Brian Snyder, Engineering Supervisor 02/11/2021
Department Rep Printed Name (attesting that all information included) Title Date

Fran Duraway
Fran Duraway (May 17, 2021 10:36 MDT)

Chief Procurement Officer May 17, 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.

*

ITEM # 18-0196

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 AECOM Technical Services, Inc. (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City and the Contractor, whichever occurs last.

1. SCOPE OF SERVICES

The Contractor shall provide On Call Engineering services for the City as described in Exhibit "I" attached hereto and incorporated herein.

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that it possesses the experience and knowledge necessary to perform the services described under this Agreement. In the performance of its professional services, Contractor will use that degree of care and skill ordinarily exercised by members of Contractor's profession under similar conditions in similar localities and no other warranties, express or implied, are made or intended by Contractor.

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 thousand dollars ($500,000), plus applicable gross receipts taxes.

B. The Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums paid under this Agreement.

C. Payment shall be made upon receipt and approval by the City of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed and accepted by the City.

4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this Agreement shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the City and terminate on June 30, 2019, unless sooner pursuant to Article 6 below.

6. TERMINATION

A. This Agreement may be terminated by the City upon 30 days written notice to the Contractor.

(1) The Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the City original copies of all work product, research or papers prepared under this Agreement.

(2) If compensation is not based upon hourly rates for services rendered, the City shall pay the Contractor for the reasonable value of services

satisfactorily performed through the date Contractor receives notice of such termination, and for which compensation has not already been paid.

(3) If compensation is based upon hourly rates and expenses, the Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

7. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement.

B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by Contractor in the performance of the services under this Agreement.

C. The Contractor shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this Agreement.

8. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

9. CONFLICT OF INTEREST

The Contractor represents that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance 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 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 and , hold harmless the City from all losses, damages, claims or judgments, including payments of reasonable attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand to the extent caused by Contractor's negligent performance under this Agreement as well as the negligent performance of Contractor's employees, agents, representatives and subcontractors.

Neither party to this Agreement shall be liable to the other party or any third party claiming through the other respective party, for any special, incidental, indirect, punitive, liquidated, delay or consequential damages of any kind including but not limited to lost profits or use of property, facilities or resources, that may result from this Agreement, orout of any goods or services furnished hereunder.

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. REUSE OF DOCUMENTS.

Contractor shall bear no liability or responsibility for deliverables that have been modified post-delivery or used for a purpose other than that for which it was prepared under this Agreement.

23. ENTITLED TO RELY.

Consistent with the professional standard of care, Contractor shall be entitled to rely upon the accuracy of data and information provided by City or others without independent review or evaluation.

24. SAFETY.

Contractor shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety measures, precautions and programs including enforcement of Federal and State safety requirements, in connection with construction work performed by City's construction contractors.

25. NOTICES

Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

City of Santa Fe:
Water Division Director
801 W. San Mateo
Santa Fe, New Mexico 87504

Contractor:
Robert E. Hawthorne, P.E.
AECOM Technical Services, Inc.
201 Third Street NW Suite 600
Albuquerque, NM 87102

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

CITY OF SANTA FE:

JAVIER M. GONZALES, MAYOR

DATE: 3/7/18

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
CC mtg 2/28/18

APPROVED AS TO FORM:

1/24/18
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

3-12-18
ADAM JOHNSON, FINANCE DIRECTOR

02-450666-00-4
Business Unit Line Item

CONTRACTOR:
AECOM Technical Ser. Inc.

Associate Vice President
NAME & TITLE

DATE: 4/2/18

CRS #: 02-450666-00-4
Business Registration #: L05562655 20

Engineering Services Agreement

On-Call Engineering Services for Utility Projects A/E Project Task Orders

AECOM Technical Services, Inc.

EXHIBIT I

ENGINEER'S SCOPE OF SERVICES

The Engineer shall render professional engineering services as described below:

A. Definitions:

1. Additional Services - Those services considered to be services other than Basic Services that may or may not be available from the consulting engineering firm signing the Agreement with the Owner.

2. Field Reconnaissance Surveys - That field work performed to determine the scope of design surveys necessary to determine existing conditions for establishing the basis for design.

3. Utility Location Investigations - That work performed as a result of field reconnaissance surveys and reviews of available utility line information to determine the scope of work required to precisely determine the vertical and horizontal locations of underground utilities in order to design the project.

4. Other Field Investigations - Those field investigations performed subsequent to the review of data from the field reconnaissance survey to establish the scope of additional field work, other than what was originally contemplated, that must be done before preliminary design of the work assignment can commence.

5. Location Map - A graphic portrayal, equivalent to City of Santa Fe Zone Atlas Detail, showing the location of real estate acquisitions, easements and/or rights-of-way required to construct the work assignment being designed.

6. Infrastructure - Streets; sidewalks; sanitary sewer and water system facilities; drainage and flood control facilities; street lighting; and other improvements used by the public.

B. Basic Services:

1. The Owner's Project Manager shall provide the Project Engineer a description of the desired services for each specific work assignment that may include obtaining environmental and other necessary permits, geotechnical and structural analysis, field reconnaissance and design surveys, collecting field and other related data, hydraulic or other modeling, preparing technical specifications,

developing detailed construction costs estimates, studies, reports, preliminary and final designs with bid documents, bid period related services, engineering during construction services, and construction management and/or inspection services as authorized by the Owner for a variety of utility work assignments to include, but not limited to, Water and Sanitary Sewer Lines, Water Systems Facilities, and Wastewater Systems Facilities. Possible third-party services consisting of geotechnical investigations and testing, architectural services, or other services may be required, if requested by the Owner. The Project Engineer shall submit a detailed proposal of the scope, as described in Article XXI, Section 2. The Project Engineer must receive a written work authorization from the Owner's Project Manager for each work assignment before proceeding with the work assignment. Certain work assignments may require a fast response design to meet urgent and possibly emergency situations. The Project Engineer shall be responsible for providing quality assurance/quality control (QA/QC) in accordance with the firm's written policies and in accordance with industry standards.

2. The Engineer shall coordinate its work with the Owner's Project Manager, other designated Owner representatives, and its sub-consultants.

3. All engineering designs shall be in accordance with generally accepted professional engineering practice and shall be in accordance with the City of Santa Fe Development Process, except as otherwise agreed to by the parties to this Agreement.

4. The City of Santa Fe Standard Specifications for Public Works Construction shall be utilized wherever applicable.

5. Only when directed in writing by the Owner's Project Manager, the Engineer shall furnish or acquire for the Owner the following professional services:

a. Enter into subcontracts for soil and foundation investigations, soil tests and analysis of test results or other third-party specialty services.

b. Architectural services.

c. Assist the Owner as expert witness in any litigation from the development or construction of the work assignment in accordance with Article IX of this Agreement.

d. Provide any other services as authorized by the Owner.

C. Performance:

1. The Engineer hereby agrees that, immediately upon the execution of this Agreement, it will be available to enter upon the duties herein prescribed, proceed with the work continuously, and make the various submittals on or before the schedule agreed to by the Engineer and Owner for each work assignment.

2. Written Authorization: The Owner shall not pay the Engineer for any services rendered before written authorization by the Owner's Project Manager, as defined

in this Agreement, or the Owner's Water Division Director is received by the Project Engineer, and the Owner shall not be liable to the Engineer for payment for such services.

3. If any delay is caused to the Engineer by order of the Owner's Project Manager to change the scope of work, or by failure of the Owner to provide the necessary reviews in a timely manner, or to supply or cause to be supplied any data not otherwise available to the Engineer that is required in performing the work described, or by other delays due to causes beyond the control of the Engineer, then, in that event, the time schedules wi11 be adjusted equitably in writing, as mutually agreed between the Owner and the Engineer.

4. Since the work of the Engineer must be coordinated with the activities of the Owner (including firms employed by and governmental agencies and subdivisions working with the Owner), the Engineer shall advise the Owner's Project Manager in advance of all meetings and conferences between the Engineer and any governmental agency, political subdivision, or third party which is necessary to the performance of the work of the Engineer.

(END OF EXHIBIT I)

**Engineering Services Agreement**

**On-Call Engineering Services for Utility Projects**

**A/E Project No. (INSERT #)**

**AECOM Technical Services, Inc.**

**ARTICLE XXI OTHER PROVISIONS**

1. Project Engineer: The following named person is a professional engineer and is referred to as the Project Engineer : Robert E. Hawthorne, P.E., State of New Mexico Certificate Number 8178

1.1 Notices to the Engineer shall be addressed as follows:

AECOM Technical Services, Inc.

Attn: Robert E. Hawthorne, P.E.

201 Third Street NW, Suite 600

Albuquerque, NM 87102

Main Switchboard (505) 889-4100 Ext. 4381

Direct (505) 889-4381

Robert.Hawthome@aecom.com

2. Description of Project:

2.1 This Agreement will be for Engineering and other services on an as-needed basis. The Owner does not guarantee any number of work assignments to be awarded to the Engineer under this Agreement and reserves the right to contract with other engineers and entities to provide engineering services. It will be administered by the Owner's Water Resources, Planning & Engineering Chief Engineer.

2.2 When requested to do so by the Owner's Project Manager, the Engineer shall provide engineering services that may include obtaining environmental and other necessary permits, geotechnical and structural analysis, field reconnaissance and design surveys, collecting field and other related data, hydraulic or other modeling, preparing technical specifications developing detailed construction costs estimates, conducting studies, report preparation, preliminary and final design with bid documents, bid period related services, engineering during construction services, and construction management and/or inspection services.

3.3.3 For the services provided by others for reproductions, models, and renderings, or for travel, postage, telecommunications and materials, the Owner shall reimburse the Engineer for the actual cost to the Engineer.

3.3.4 A lump sum fee to be negotiated by the Owner and the Engineer prior to the commencement of services.

3.3.5 All pay requests will include a work assignment status update, which will list all authorized tasks, percent complete by task, and total fees to date. The Engineer shall use earned value analysis integrating budget and schedule status in a graphical representation, including planned value, earned value and actual expenditures curves, unless authorized differently by the Owner's Project Manager.

3.3.5.1 Status updates shall be submitted monthly to the Owner's Project Manager and will include a summary of work performed to date and a summary of work planned for the next billing period. A budget update shall also be included showing the Authorized Budget, Current Billing, Total Billing and percent of budget expended against the tasks outlined in the Work Breakdown Structure (WBS) for the Basic Services and for any Additional Services. An $-Curve shall also be included in the monthly status update as a graphical display of the cumulative costs, labor hours, percentage of work, or other quantities, plotted against time. This will be used to depict planned value, earned value, and actual cost of project work. Status updates shall also include a brief narrative of any deviations in project schedule, risk, health & safety issues, project delays, or out of scope tasks requested by the Owner.

3.3.6 All pay requests shall be submitted to the Owner's Project Manager identified herein.

4. Owner's Project Manager and Contact Information;

4.1. The following named person is referred to as the Owner's "Project Manager"

William H. Schneider, P.G.

City of Santa Fe

Water Division

801 W. San Mateo

Santa Fe, NM 87504

505-955-4203

whschneider@santafenm.gov

(END OF ARTICLE XXI)

ITEM # 19-0391

**CITY OF SANTA FE**
**AMENDMENT No. 1 TO**
**PROFESSIONAL SERVICES AGREEMENT**
**ITEM#18-0196**

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated February 28, 2018 (the "Agreement"), between the City of Santa Fe (the "City") and AECOM Technical Services, 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, planning and professional services to the City.

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

1. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of five hundred thousand dollars ($500,000) 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 dollars ($1,000,000), plus gross receipts tax, in total for the term of this Agreement.

2. TERM.

Article 5 of the Agreement is amended to extend the term of the

Agreement, so that Article 5 reads in its entirety as follows:

This Agreement shall terminate on June 30, 2020 unless terminated pursuant to Paragraph 6, infra.

3. AGREEMENT IN FULL FORCE.

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

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

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: 5/31/19

CONTRACTOR:
AECOM

Robert E Hamilton

NAME & TITLE Associate Vice President

DATE: 4-24-2019

CRS#02-279-546-001
Registration # 19-00110420

ATTEST:

Yolanda Y. Vigil

YOLANDA Y. VIGIL, CITY CLERK
Cc mtg. 5/29/2019

APPROVED AS TO FORM:

4/15

ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

52354.572960
Business Unit/Line Item

ITEM # 19-0391

**CITY OF SANTA FE**
**AMENDMENT No. 1 TO**
**PROFESSIONAL SERVICES AGREEMENT**
**ITEM#18-0196**

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated February 28, 2018 (the "Agreement"), between the City of Santa Fe (the "City") and AECOM Technical Services, 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, planning and professional services to the City.

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

1. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of five hundred thousand dollars ($500,000) 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 dollars ($1,000,000), plus gross receipts tax, in total for the term of this Agreement.

2. TERM.

Article 5 of the Agreement is amended to extend the term of the

Agreement, so that Article 5 reads in its entirety as follows:

This Agreement shall terminate on June 30, 2020 unless terminated pursuant to Paragraph 6, infra.

3. AGREEMENT IN FULL FORCE.

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

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

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: 5/31/19

CONTRACTOR:
AECOM

Robert E Hamilton

NAME & TITLE Associate Vice President

DATE: 4-24-2019

CRS#02-279-546-001
Registration # 19-00110420

ATTEST:

Yolanda Y. Vigil

YOLANDA Y. VIGIL, CITY CLERK
Cc mtg. 5/29/2019

APPROVED AS TO FORM:

4/15

ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

52354.572960
Business Unit/Line Item

ITEM # 18-0196

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 AECOM Technical Services, Inc. (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City and the Contractor, whichever occurs last.

1. SCOPE OF SERVICES

The Contractor shall provide On Call Engineering services for the City as described in Exhibit "I" attached hereto and incorporated herein.

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that it possesses the experience and knowledge necessary to perform the services described under this Agreement. In the performance of its professional services, Contractor will use that degree of care and skill ordinarily exercised by members of Contractor's profession under similar conditions in similar localities and no other warranties, express or implied, are made or intended by Contractor.

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 thousand dollars ($500,000), plus applicable gross receipts taxes.

B. The Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums paid under this Agreement.

C. Payment shall be made upon receipt and approval by the City of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed and accepted by the City.

4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this Agreement shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the City and terminate on June 30, 2019, unless sooner pursuant to Article 6 below.

6. TERMINATION

A. This Agreement may be terminated by the City upon 30 days written notice to the Contractor.

(1) The Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the City original copies of all work product, research or papers prepared under this Agreement.

(2) If compensation is not based upon hourly rates for services rendered, the City shall pay the Contractor for the reasonable value of services

satisfactorily performed through the date Contractor receives notice of such termination, and for which compensation has not already been paid.

(3) If compensation is based upon hourly rates and expenses, the Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

7. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement.

B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by Contractor in the performance of the services under this Agreement.

C. The Contractor shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this Agreement.

8. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

9. CONFLICT OF INTEREST

The Contractor represents that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance 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 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 and , hold harmless the City from all losses, damages, claims or judgments, including payments of reasonable attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand to the extent caused by Contractor's negligent performance under this Agreement as well as the negligent performance of Contractor's employees, agents, representatives and subcontractors.

Neither party to this Agreement shall be liable to the other party or any third party claiming through the other respective party, for any special, incidental, indirect, punitive, liquidated, delay or consequential damages of any kind including but not limited to lost profits or use of property, facilities or resources, that may result from this Agreement, orout of any goods or services furnished hereunder.

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. REUSE OF DOCUMENTS.

Contractor shall bear no liability or responsibility for deliverables that have been modified post-delivery or used for a purpose other than that for which it was prepared under this Agreement.

23. ENTITLED TO RELY.

Consistent with the professional standard of care, Contractor shall be entitled to rely upon the accuracy of data and information provided by City or others without independent review or evaluation.

24. SAFETY.

Contractor shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety measures, precautions and programs including enforcement of Federal and State safety requirements, in connection with construction work performed by City's construction contractors.

25. NOTICES

Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

City of Santa Fe:
Water Division Director
801 W. San Mateo
Santa Fe, New Mexico 87504

Contractor:
Robert E. Hawthorne, P.E.
AECOM Technical Services, Inc.
201 Third Street NW Suite 600
Albuquerque, NM 87102

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

CITY OF SANTA FE:

JAVIER M. GONZALES, MAYOR

DATE: 3/7/18

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
CC mtg 2/28/18

APPROVED AS TO FORM:

1/24/18
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

3-12-18
ADAM JOHNSON, FINANCE DIRECTOR

02-450666-00-4
Business Unit Line Item

CONTRACTOR:
AECOM Technical Ser. Inc.

Associate Vice President
NAME & TITLE

DATE: 4/2/18

CRS #: 02-450666-00-4
Business Registration #: L05562652Ø

Engineering Services Agreement

On-Call Engineering Services for Utility Projects A/E Project Task Orders

AECOM Technical Services, Inc.

EXHIBIT I

ENGINEER'S SCOPE OF SERVICES

The Engineer shall render professional engineering services as described below:

A. Definitions:

1. Additional Services - Those services considered to be services other than Basic Services that may or may not be available from the consulting engineering firm signing the Agreement with the Owner.

2. Field Reconnaissance Surveys - That field work performed to determine the scope of design surveys necessary to determine existing conditions for establishing the basis for design.

3. Utility Location Investigations - That work performed as a result of field reconnaissance surveys and reviews of available utility line information to determine the scope of work required to precisely determine the vertical and horizontal locations of underground utilities in order to design the project.

4. Other Field Investigations - Those field investigations performed subsequent to the review of data from the field reconnaissance survey to establish the scope of additional field work, other than what was originally contemplated, that must be done before preliminary design of the work assignment can commence.

5. Location Map - A graphic portrayal, equivalent to City of Santa Fe Zone Atlas Detail, showing the location of real estate acquisitions, easements and/or rights-of-way required to construct the work assignment being designed.

6. Infrastructure - Streets; sidewalks; sanitary sewer and water system facilities; drainage and flood control facilities; street lighting; and other improvements used by the public.

B. Basic Services:

1. The Owner's Project Manager shall provide the Project Engineer a description of the desired services for each specific work assignment that may include obtaining environmental and other necessary permits, geotechnical and structural analysis, field reconnaissance and design surveys, collecting field and other related data, hydraulic or other modeling, preparing technical specifications,

developing detailed construction costs estimates, studies, reports, preliminary and final designs with bid documents, bid period related services, engineering during construction services, and construction management and/or inspection services as authorized by the Owner for a variety of utility work assignments to include, but not limited to, Water and Sanitary Sewer Lines, Water Systems Facilities, and Wastewater Systems Facilities. Possible third-party services consisting of geotechnical investigations and testing, architectural services, or other services may be required, if requested by the Owner. The Project Engineer shall submit a detailed proposal of the scope, as described in Article XXI, Section 2. The Project Engineer must receive a written work authorization from the Owner's Project Manager for each work assignment before proceeding with the work assignment. Certain work assignments may require a fast response design to meet urgent and possibly emergency situations. The Project Engineer shall be responsible for providing quality assurance/quality control (QA/QC) in accordance with the firm's written policies and in accordance with industry standards.

2. The Engineer shall coordinate its work with the Owner's Project Manager, other designated Owner representatives, and its sub-consultants.

3. All engineering designs shall be in accordance with generally accepted professional engineering practice and shall be in accordance with the City of Santa Fe Development Process, except as otherwise agreed to by the parties to this Agreement.

4. The City of Santa Fe Standard Specifications for Public Works Construction shall be utilized wherever applicable.

5. Only when directed in writing by the Owner's Project Manager, the Engineer shall furnish or acquire for the Owner the following professional services:

a. Enter into subcontracts for soil and foundation investigations, soil tests and analysis of test results or other third-party specialty services.

b. Architectural services.

c. Assist the Owner as expert witness in any litigation from the development or construction of the work assignment in accordance with Article IX of this Agreement.

d. Provide any other services as authorized by the Owner.

C. Performance:

1. The Engineer hereby agrees that, immediately upon the execution of this Agreement, it will be available to enter upon the duties herein prescribed, proceed with the work continuously, and make the various submittals on or before the schedule agreed to by the Engineer and Owner for each work assignment.

2. Written Authorization: The Owner shall not pay the Engineer for any services rendered before written authorization by the Owner's Project Manager, as defined

in this Agreement, or the Owner's Water Division Director is received by the Project Engineer, and the Owner shall not be liable to the Engineer for payment for such services.

3. If any delay is caused to the Engineer by order of the Owner's Project Manager to change the scope of work, or by failure of the Owner to provide the necessary reviews in a timely manner, or to supply or cause to be supplied any data not otherwise available to the Engineer that is required in performing the work described, or by other delays due to causes beyond the control of the Engineer, then, in that event, the time schedules wi11 be adjusted equitably in writing, as mutually agreed between the Owner and the Engineer.

4. Since the work of the Engineer must be coordinated with the activities of the Owner (including firms employed by and governmental agencies and subdivisions working with the Owner), the Engineer shall advise the Owner's Project Manager in advance of all meetings and conferences between the Engineer and any governmental agency, political subdivision, or third party which is necessary to the performance of the work of the Engineer.

(END OF EXHIBIT I)

**Engineering Services Agreement**

**On-Call Engineering Services for Utility Projects**

**A/E Project No. (INSERT #)**

**AECOM Technical Services, Inc.**

**ARTICLE XXI OTHER PROVISIONS**

1. Project Engineer: The following named person is a professional engineer and is referred to as the Project Engineer : Robert E. Hawthorne, P.E., State of New Mexico Certificate Number 8178

1.1 Notices to the Engineer shall be addressed as follows:

AECOM Technical Services, Inc.

Attn: Robert E. Hawthorne, P.E.

201 Third Street NW, Suite 600

Albuquerque, NM 87102

Main Switchboard (505) 889-4100 Ext. 4381

Direct (505) 889-4381

Robert.Hawthorne@aecom.com

2. Description of Project:

2.1 This Agreement will be for Engineering and other services on an as-needed basis. The Owner does not guarantee any number of work assignments to be awarded to the Engineer under this Agreement and reserves the right to contract with other engineers and entities to provide engineering services. It will be administered by the Owner's Water Resources, Planning & Engineering Chief Engineer.

2.2 When requested to do so by the Owner's Project Manager, the Engineer shall provide engineering services that may include obtaining environmental and other necessary permits, geotechnical and structural analysis, field reconnaissance and design surveys, collecting field and other related data, hydraulic or other modeling, preparing technical specifications developing detailed construction costs estimates, conducting studies, report preparation, preliminary and final design with bid documents, bid period related services, engineering during construction services, and construction management and/or inspection services.

3.3.3 For the services provided by others for reproductions, models, and renderings, or for travel, postage, telecommunications and materials, the Owner shall reimburse the Engineer for the actual cost to the Engineer.

3.3.4 A lump sum fee to be negotiated by the Owner and the Engineer prior to the commencement of services.

3.3.5 All pay requests will include a work assignment status update, which will list all authorized tasks, percent complete by task, and total fees to date. The Engineer shall use earned value analysis integrating budget and schedule status in a graphical representation, including planned value, earned value and actual expenditures curves, unless authorized differently by the Owner's Project Manager.

3.3.5.1 Status updates shall be submitted monthly to the Owner's Project Manager and will include a summary of work performed to date and a summary of work planned for the next billing period. A budget update shall also be included showing the Authorized Budget, Current Billing, Total Billing and percent of budget expended against the tasks outlined in the Work Breakdown Structure (WBS) for the Basic Services and for any Additional Services. An $-Curve shall also be included in the monthly status update as a graphical display of the cumulative costs, labor hours, percentage of work, or other quantities, plotted against time. This will be used to depict planned value, earned value, and actual cost of project work. Status updates shall also include a brief narrative of any deviations in project schedule, risk, health & safety issues, project delays, or out of scope tasks requested by the Owner.

3.3.6 All pay requests shall be submitted to the Owner's Project Manager identified herein.

4. Owner's Project Manager and Contact Information;

4.1. The following named person is referred to as the Owner's "Project Manager"

William H. Schneider, P.G.

City of Santa Fe

Water Division

801 W. San Mateo

Santa Fe, NM 87504

505-955-4203

whschneider@santafenm.gov

(END OF ARTICLE XXI)

# Binder1

Final Audit Report 2021-02-16

| | |
|---|---|
| Created: | 2021-02-11 |
| By: | Maya Martinez (mfmartinez@ci.santa-fe.nm.us) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAGhAOZOs8Xx-NoKGVoSsxDeX8o5uSjx-R |

## "Binder1" History

Document created by Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
2021-02-11 - 6:40:22 PM GMT- IP address: 63.232.20.2

Document emailed to Brian K. Snyder (bksnyder@santafenm.gov) for signature
2021-02-11 - 6:47:14 PM GMT

Email viewed by Brian K. Snyder (bksnyder@santafenm.gov)
2021-02-11 - 9:39:14 PM GMT- IP address: 104.47.65.254

Document e-signed by Brian K. Snyder (bksnyder@santafenm.gov)
Signature Date: 2021-02-11 - 9:40:15 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Jesse Roach (jdroach@santafenm.gov) for signature
2021-02-11 - 9:40:18 PM GMT

Email viewed by Jesse Roach (jdroach@santafenm.gov)
2021-02-11 - 11:56:02 PM GMT- IP address: 104.47.64.254

Email viewed by Jesse Roach (jdroach@santafenm.gov)
2021-02-15 - 11:51:37 PM GMT- IP address: 104.47.64.254

Document e-signed by Jesse Roach (jdroach@santafenm.gov)
Signature Date: 2021-02-15 - 11:52:23 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Shannon Jones (swjones@santafenm.gov) for signature
2021-02-15 - 11:52:25 PM GMT

Email viewed by Shannon Jones (swjones@santafenm.gov)
2021-02-16 - 0:00:02 AM GMT- IP address: 174.28.227.178

Document e-signed by Shannon Jones (swjones@santafenm.gov)
Signature Date: 2021-02-16 - 0:01:19 AM GMT - Time Source: server- IP address: 174.28.227.178

Document emailed to AJH (ajhopkins@santafenm.gov) for signature

2021-02-16 - 0:01:21 AM GMT

Email viewed by AJH (ajhopkins@santafenm.gov)

2021-02-16 - 0:02:30 AM GMT- IP address: 104.47.65.254

Document e-signed by AJH (ajhopkins@santafenm.gov)

Signature Date: 2021-02-16 - 0:03:12 AM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.

2021-02-16 - 0:03:12 AM GMT

ITEM # 20-0252

**CITY OF SANTA FE**
**AMENDMENT No. 2 TO**
**PROFESSIONAL SERVICES AGREEMENT**
**#18-0196; #19-0391**

AMENDMENT No. 2 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated February 28, 2018 (the "Agreement"), between the City of Santa Fe (the "City") and AECOM Technical Services, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City.

**RECITALS**

A. Under the terms of the Agreement, Contractor has agreed to provide engineering, planning and professional services to the City.

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

1. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of five hundred thousand dollars ($500,000) 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 five hundred thousand dollars ($1,500,000), plus gross receipts tax, in total for the term of this Agreement.

2. TERM.

Article 5 of the Agreement is amended to extend the term of the

Agreement, so that Article 5 reads in its entirety as follows:

This Agreement shall terminate on June 30, 2021 unless terminated pursuant to Paragraph 6, infra.

3. AGREEMENT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No.2 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: 6/1/2020

CONTRACTOR:
AECOM

See Attached
NAME

TITLE
DATE:

CRS#02-279-546-001
Registration # 19-00110420

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

GB 5/27/20

CITY ATTORNEY'S OFFICE:

4/8/20

SENIOR ASSISTANT CITY ATTORNEY

APPROVED AS TO FINANCES:

MARY MCCOY, FINANCE DIRECTOR

5050395.572970
Business Unit/Line Item

Agreement, so that Article 5 reads in its entirety as follows:

This Agreement shall terminate on June 30, 2021 unless terminated pursuant to Paragraph 6, infra.

3. AGREEMENT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No.2 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: 6/1/2020

CONTRACTOR:
AECOM

NAME

Vice President
TITLE
DATE: 6/10/20

CRS#02-279-546-001
Registration # 19-00110420

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

GB 5/27/20

CITY ATTORNEY'S OFFICE:

4/21/20

SENIOR ASSISTANT CITY ATTORNEY

APPROVED AS TO FINANCES:

MARY MCCOY, FINANCE DIRECTOR

5050395.572970
Business Unit/Line Item

**ACTION SHEET**
**PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 05/24/2021**

**ISSUSE NO. 8c**

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 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

**PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to forward to 06/01/2021 Finance Committee**

**SPECIAL CONDITIONS OR AMENDMENTS:**

**STAFF FOLLOW UP:**

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

# City of Santa Fe, New Mexico

# memo

**Date:** **April 28, 2021**

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

**VIA:** **Jarel LaPan Hill, City Manager**
**Mary McCoy, Finance Department Director**
**Fran Dunaway, Chief Procurement Officer**
**Shannon Jones, Public Utilities Director** SJ
**Jesse Roach, Water Division Director** JR

**From:** **Bill Schneider, Water Resources & Conservation Manager** whs

**RE:** Part 2 of 2: Request to contract Hazen Engineering (HAZEN) to support Santa Fe 2100 water planning and to develop a dynamic simulation water model as specified in the Memorandum of Agreement (MOA) with United States Bureau of Reclamation (USBR). Technical services provided by HAZEN will cost $298,448 inclusive of gross receipts tax (GRT) and serve as the City's cost-share obligation per USBR WaterSmart Operations Pilot Grant requirements. Seeking approval of Budget Adjustment Request (BAR) to fund contract.

## ITEM AND ISSUE

The City of Santa Fe's (City) Water Division (WD) is requesting to contract with HAZEN for technical services necessary to support Santa Fe 2100 water planning and to develop a dynamic simulation water model to evaluate ways to address projected shortages in water supply due to drought and climate change. The City contract with HAZEN will serve to match funds provided by USBR under the WaterSmart Operations Pilot Grant and satisfy the associated cost-share requirements.

## BACKGROUND AND SUMMARY

The City was awarded a grant from USBR under their WaterSmart Operations Pilot program. This program has a 50-50 cost share requirement. The City will benefit from both funding and technical services provided by USBR, which include providing long-range climate projections for Santa Fe watershed, San Juan-Chama, and Rio Grande flow that will be incorporated into a dynamic simulation model. These services outlined in the HAZEN contract will include developing a dynamic water resources model to assess long-term gaps in supply and demand under uncertain future conditions including climate change, supporting City Water Resources Planning, supporting public engagement activities, and fulfilling the City's 50-50 cost share obligations under USBR's aforementioned grant.

HAZEN staff have developed dynamic water resources models for ABCWUA and El Paso Water Authority (EPWA) that have proven to be effective tools for managing water resources along the Rio Grande. The planning and modeling scope of services established in this contract follow the directives outlined in City Resolution #2019-56.

## PROCUREMENT METHOD:

The contract will be secured by cooperative procurement utilizing the competitively bid, via request for proposal (RFP), HAZEN contract P2019000005 for On-Call Water Resources Services awarded by Albuquerque Bernalillo County Water Utility Authority (ABCWUA).

## CONTRACT NUMBER:

The FY20 Munis contract number is 3202694

**FUNDING SOURCE:**
The request for funding of $298,448 inclusive of gross receipts tax (GRT) will be available in the FY 2021 Water Division CIP fund upon approval of the attached BAR requesting funding increase from the Water Enterprise Fund.

The funding source is:
**Fund Name/Number**: Water Enterprise / 505
**Munis Org Name/Number:** CIP/ 5050395
**Munis Object Name/Number:** Design / 572960

**ACTION REQUESTED:**
Staff requests approval of this contract request with HAZEN for water resources planning and modeling services.

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

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

| DEPARTMENT / DIVISION NAME | DATE |
|---|---|
| PUD/Water/CIP | 5/6/2021 |

| ITEM DESCRIPTION | ORG | OBJECT | PROJECT | INCREASE | DECREASE |
|---|---|---|---|---|---|
| EXPENDITURES | | | | {enter as positive #} | {enter as negative #} |
| Water CIP Engineering | 5050395 | 572960 | WTR1950501 | 298,448 | |
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| REVENUES | | | | {enter as negative #} | {enter as positive #} |
| | | | | | |
| | | | | | |
| | | | | $ 298,448 | $ - |

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

Budget Increase from Cash Balance in Water Enterprise Fund to fund the Hazen MOA Agreement for Santa Fe 2100 water planning and to develop a dynamic simulation water model as specified in the Memorandum of Agreement (MOA) with United States Bureau of Reclamation

*{Complete section below if BAR results in a net change to ANY Fund}*

| Fund(s) Affected | Fund Balance Increase/(Decrease) |
|---|---|
| 505 | (298,448) |
| | |
| | |
| **TOTAL:** | **(298,448)** |

Maya Martinez 5/6/2021
Prepared By {print name} Date

Division Director Signature {optional} Date
Shannon Jones (May 6, 2021 14:54 MDT)

Department Director Signature Date

*{Use this form for Finance Committee/ City Council agenda items ONLY}*

**CITY COUNCIL APPROVAL**

*City Council Approval Date*

*Agenda Item #:*

Andy Hopkins
Andy Hopkins (May 7, 2021 09:21 MDT)
Budget Officer Date

Finance Director {≤ $5,000} Date

City Manager {≤ $60,000} Date

Item#_____
Munis 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 **Hazen and Sawyer** , 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 engineering services for the City as described in Exhibit "A" – Scope of Services, attached hereto.

**2. Compensation.**

A. The City shall pay to the Contractor in full payment for services satisfactorily performed such compensation not to exceed two hundred ninety eight thousand four hundred and forty eight dollars ($298,448), including gross receipts tax. **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, 2024** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

**4. Termination.**

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

B. Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

**5. Appropriations.**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Council, this Agreement shall terminate immediately upon written notice being given by the City to the Contractor.

The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

**6. Status of Contractor.**

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

**7. Assignment.**

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

**8. Subcontracting.**

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

**9. Release.**

Final payment of the amounts due under this Agreement shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

**10. Confidentiality.**

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

**11. Product of Service -- Copyright.**

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

**12. Conflict of Interest; Governmental Conduct Act.**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

**13. Amendment.**

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

**14. Entire Agreement.**

This Agreement, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this Agreement, and the related Exhibits and Schedules, the statements in the body of this Agreement shall control.

**15. Penalties for violation of law.**

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

**16. Equal Opportunity Compliance.**

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

**17. Applicable Law.**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

**18. Workers Compensation.**

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

**19. Professional Liability Insurance.**

Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

**20. Other Insurance**

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

**A. Commercial General Liability** insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than $2,000,000 per

occurrence and $2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

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

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

**D.** Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

**21. Records and Financial Audit.**

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments

**22. Indemnification.**

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

**23. New Mexico Tort Claims Act**

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

**24. Invalid Term or Condition.**

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

**25. Enforcement of Agreement.**

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

**26. Notices.**

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City:
Water Division Director
801 W. San Mateo
Santa Fe, NM 87505

To the Contractor:
Greg Gates, P.E.
Hazen Sawyer
100 Sun Ave NE, Suite 650
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:

_____
ALAN WEBBER, MAYOR

DATE:_____

CONTRACTOR:

_____
NAME

_____
TITLE

DATE:_____
CRS# 03-405247-00-0

Registration # 2242018

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (May 7, 2021 13:22 MDT)
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY MCCOY, FINANCE DIRECTOR
5050395.572960 AJH
AJH
Org. Name/Org#.

PL # WTR1950501

February 22, 2021

Jesse D. Roach
Water Division Director
City of Santa Fe Water Division
801 W San Mateo Rd
Santa Fe, NM 87505

**Work Plan – Support for Santa Fe Water 2100 Plan: Planning Model Development and Additional Planning Support**

Dear Mr. Roach:

Hazen and Sawyer (Hazen) is pleased to provide you with a scope and budget to 1) develop a dynamic simulation model to support development of the City's 80-year Water Plan, and 2) provide initial support in development of the Plan. Hazen will perform the work on a time and materials basis, with an estimated fee of $298,448.

The model is described in the first section below, followed by the scope of work, schedule, and budget.

## 1. Model Description

Due to the complex nature of the City's water system, including multiple supply sources with varying usage constraints, and uncertainty associated with projected supplies and demand, it is necessary to have a numerical model that can be used to easily assess the effects of various adaptation strategies. The City's current model, WaterMAPS, is antiquated and is no longer used by the City. In this scope of work, a new model will be developed, which will build upon the current WaterMAPS model. The new model will be called STEWARDS (Systems Tool for Evaluating Water Resources Decisions and Strategies), reflecting good resource stewardship.

The STEWARDS model will simulate projected demands (demand module) and supplies used to meet those demands (supply module), on a monthly basis through year 2120. The core calculations in the model will be in the supply module, which will calculate quantities of various supplies used to meet demands, based on constraints associated with each supply source (e.g. hydrology / water availability, water rights, plant capacity, and operational considerations). To support hydrology constraints, surface water inflows, outflows, and storage will be simulated for both the Santa Fe River (McClure and Nichols Reservoirs) and Santa Fe's portion of the San Juan-Chama (SJC) system (City allocations and storage in Heron, El Vado, and Abiquiu).

The STEWARDS model has two intended uses: annual planning and long-range water supply planning. For annual planning, the key result will be projected monthly use of current supplies based on anticipated (input) conditions. For long-range water supply planning, the same supply calculations will be used, and key results will be a) timing and magnitude of gaps between supply and demand, b) effectiveness of adaptation strategies to mitigate gaps and "save water" (as measured system-wide in terms of



EXHIBIT A

consumptive use and loss and change in system storage), and c) relative costs (note that the model will be set up to track costs, but cost estimates will not be developed under this scope of work).

A summary of the STEWARDS model is as follows:

1. Model framework
    - Transient, current year through year 2120 (results through 2100, extended to facilitate future model use and planning). Monthly time step.
    - Model designed to run either deterministically (one set of future conditions) or stochastically across a range of future conditions (run many conditions, e.g. climate change traces, and view results in terms of likelihood)
    - The user will be able to change the duration of the simulation to only simulate the current year to facilitate faster model runs
    - Designed to be used by City staff: simple to run, easy to follow and modify calculations, minimize external file linkages / file management requirements, and easy to update initial conditions
2. Demand module
    - Model demands will be broken down into four types:
        - City non-consumptive (returns to Paseo Real Water Reclamation Facility PRWRF)
        - City consumptive water demand
        - County non-consumptive water demand (returns to PRWRF, for the portion that is on City sewer)
        - County consumptive water demand
    - Each of the four demand types will be based on population times per-capita use (both user inputs).
    - Monthly demand factors will be applied to convert annual demand to monthly demands
3. Supply module
    - Calculate supplies used to meet demand, based on supply constraints specific to each supply: legal (water rights), hydrologic, operational (e.g. minimum Rio Grande flows).
        - Include calculation of groundwater offset requirements. Groundwater offsets will be calculated based on the unit response functions used in the City's "Stream Unit Response Function Solver" (SURFS). These functions will be built into GoldSim, rather than calculated externally.
        - Perform "what-if" testing, e.g. "What if a fire in the watershed precluded use of Canyon Road Water Treatment Plan (CRWTP) for extended period of time?"
        - Simulate multiple hydrology sequences for Santa Fe watershed supply, SJC allocations, Rio Grande Compact status, and Rio Grande flow at Otowi.
    - Simulate current and future uses of wastewater, with user-input priorities and demands, including discharge to the Lower Santa Fe River (SFR), non-potable irrigation reuse ("purple pipe"), return flow to the Rio Grande, and other potential adaptation strategies such as direct potable reuse (DPR), aquifer storage and recovery (ASR), and return flow to offset effects of Buckman Well Field (BWF) pumping on the Rio Grande.
4. Long-range planning and adaptation strategies

- Timing and size of adaptation strategies will be input by the user and stored in the "scenario manager"
- Adaptation strategies can be combined into portfolios
  - Interface designed to easily add/remove/modify strategies and save portfolio
- Metrics for evaluation of adaptation strategies will be developed in conjunction with City Staff, and included in the model interface as key results. It is assumed that the metrics will be based on calculations already in the model around "water savings," for example timing and magnitude of supply/demand gaps, system-wide consumptive use and loss, and change in system-wide storage (surface and groundwater). For groundwater, the net effect on the City Well Field (CWF) aquifer will be tracked simply as groundwater pumping less recharge from Living River ASR, where recharge is a percentage of releases to the Living River. Other information not otherwise simulated by the model, for example groundwater pumping by private wells, will not be considered in the metrics.
- Cost tracking of adaptation strategies will be included; however, cost estimates and indexing of costs to current Engineering News-Record (ENR) rates will not be developed as part of this work. It is assumed that each strategy would have three types of costs: capital cost, fixed operations, maintenance, and replacement (OM&R) ($/year), and variable OM&R ($/acre-foot). The model will produce a time-series of costs, in today's dollars, based on timing of strategy (capital cost and fixed OM&R cost) and usage (variable OM&R). Any processing or interpretation of costs, such as net present value, will be performed outside of the model.
- The model will also produce cost and metrics (supply gaps and "water savings") for supply portfolios, in addition to individual adaptation strategies.

5. Annual planning (annual operating plan). The model will calculate monthly use of supplies to meet demand, based on the following:
   - Current reservoir levels (McClure, Nichols, Heron, El Vado, and Abiquiu Reservoirs)
   - Projected conditions, based on user input for:
     - Santa Fe Watershed monthly inflow projections (from the City's snowmelt runoff tool)
     - Rio Grande compact Article VI and VII conditions;
     - SJC allocations and timing;
     - Rio Grande flows at Buckman Direct Diversion (BDD)
     - Planned CRWTP shutdowns for maintenance, etc.
     - BDD shutdowns due to Rio Grande flows or planned maintenance
     - Planned well exercising
6. Key model inputs and results are as follows:
   - Input
     - Supply projections (Santa Fe watershed inflows, Rio Grande flows, SJC allocations)
     - Demand projections, including consumptive use rate
       - Includes distinct input of non-potable irrigation reuse
     - Adaptation strategies
     - Supply constraints
   - Output

- Monthly and annual supply meeting demand, including gaps
- Use of wastewater, including Lower SFR discharge
- Other key metrics to support development of plan
    - Metrics to be developed in conjunction with the City, but are currently assumed to include supply gaps, system-wide consumptive use and loss, and groundwater accounting.

To help clarify what the model will simulate, a partial listing of things the model will *not* simulate is as follows:

1. Track financials, e.g. summary of cash flows, considering billing rates and capital and OM&R costs.
2. Simulate the distribution system, including transmission and distribution lines, storage tanks, and associated limits, e.g. on deliveries to the County
3. Replace the City's "reservoir model" that projects snowmelt and runoff into McClure Reservoir
4. Track historical conditions or supply production
5. Interface directly with Reclamation's Upper Rio Grande Water Operations Model (URGWOM)
6. Simulation of groundwater offset requirements using numerical groundwater models (instead, unit response functions will be used).

All of the items above except #2 could be incorporated into the planning model, and are listed as optional tasks (not included in this scope of work) in Section 2.4. Included herein is a description of the scope of work, schedule, and cost estimate.

# 2. Scope of Work

This scope of work consists of two tasks: 1) develop a dynamic simulation model to support the City's 80-year Water Plan, and 2) provide initial support for development of the Plan. Each task is discussed below.

## 2.1 Task 1: Develop Model

In Task 1, Hazen will develop a dynamic simulation model of the City's water supply and demand system, with the intent of supporting 1) development of the City's 80-year Water Plan, and 2) annual operating plans. Task 1 is split into two phases, detailed below, with an optional third phase of ongoing support that is not included in this scope of work. This scope of work is for model development only. It does not include application of the model to support either annual planning or development of the 80-year Water Plan (e.g. evaluation of effectiveness of adaptation strategies).

### 2.1.1 Task 1, Phase 1: Draft Model of Current System

In Phase 1, Hazen will develop a draft model that simulates the current system, with the planned return flow pipeline. Hazen will develop the model in close coordination with City staff.

The model will build off the prototype model developed in 2019, and currently being advanced under Hazen's on-call contract with the City. The model uses the GoldSim™ software, a robust Monte Carlo, dynamic simulation software.[1] The model will be updated as follows:

- **Update initialization routine**. The model will be set up to read in initial conditions from the historical database (database developed separately under Task Order 8 of Hazen's on-call contract with the City), using a single Excel file as an intermediary. It is anticipated that to update initial conditions, the user would simply open the Excel file and click "refresh," then save and close.

- **Update wastewater allocator to track source ("color") of wastewater.** The wastewater allocator is the model element that calculates how treated wastewater is used. The current prototype model uses a priority based system to determine how much wastewater is used for different purposes, including discharge to the Santa Fe River, non-potable irrigation reuse, future return flow to the Rio Grande, future direct potable reuse, and future BWF offsets. However, the wastewater allocator in the prototype model does not consider the "color" or wastewater, because doing so requires creative solutions around potential circular calculations (with the return flow pipeline, the amount of BDD diversion is dependent on availability of SJC wastewater for offsets; however, the amount of SJC wastewater available is dependent on the amount of BDD diversion), which were beyond the scope for the prototype model. During Phase 1, model logic and calculations will be updated to address these circular issues, and the model will be able to use wastewater availability, by "color," as a constraint on use of supplies.

- **Update demand simulation framework, including Santa Fe County.** The prototype model currently uses population projections for the City only, based on population scenarios presented in the Santa Fe Basin Study and a user-input per capita water usage. Per capita water usage is currently split in the prototype model into consumptive and non-consumptive use, to facilitate tracking of wastewater production. The model will be updated to add the population and per capita water usage for areas of the County directly connected to the City system ("County water service area"). It is assumed that all City sources can be used to meet County demand (no distribution system restrictions; see optional task to support assessment of this assumption). For the purposes of this scope and budget, it was assumed that County water service area demands from the Santa Fe Basin Study will be used as an interim approach during model development. Demand scenarios for the City and County will be updated during Phase 2, once those are completed separately under Task 2 of this scope and the County water planning process.

    - A function will also be incorporated that allows demand to change as a function of climate change scenario. The relative change in consumptive demand will be based on work Hazen has done in the "demand dashboard," which includes a relationship between demand and evapotranspiration or temperature.

[1] The GoldSim "Developer" version requires a paid license to modify calculations, a "Player" version is available for free which allows the user to edit model inputs (e.g. supply or demand scenarios, adaptation strategy sizing and timing, etc.), create and save "portfolios," and run the model. The Player version can also optionally allow the user to view all model calculations.

- **Add Rio Grande Compact constraints.** Rio Grande Compact constraints are not considered in the prototype model. Constraints to be incorporated into the model include Article VI (release required because of New Mexico compact debit), Article VII (cannot add water to post-compact pool), and Article VIII (Texas calls for debit water in January). Additionally, Santa Fe's ability to store SJC water in McClure and Nichols Reservoirs by exchange will be incorporated, and the "color" of water in McClure and Nichols will be tracked.

- **Add offset requirements**. The City's groundwater pumping results in depletion of surface water systems. The model will be updated to calculate offset requirements using the existing "unit response functions" from SURFS. The unit response functions will not be reviewed; rather, they will be used as-is.

- **Update hydrology projections**. Hydrology projections from Reclamation will be incorporated, including projected SJC allocations, inflow to McClure Reservoir, Article VII status, relinquishment credits, temperature, and evaporation. Projections will be provided by Reclamation, based on CMIP5 climate simulations, surface runoff modeling, and/or URGWOM runs. All hydrology projections will include multiple sequences of projections.

- **Add "what-if" scenarios.** Up to five "what-if" scenarios, for example "what if a fire in the watershed precluded CRWTP use for an extended period of time," will be identified in conjunction with the City and incorporated into the model.

- **Add coarse-level groundwater tracking**. To support performance metrics, a simple function will be included that tracks the net City effect on groundwater storage, for four areas (Buckman Wells 1-9, Buckman Wells 10-13, CWF, and Northwest Well), both separately and combined. The net effect is assumed to be equal to groundwater withdrawals, less induced recharge from the Rio Grande (for BWF) and recharge from the Living River releases (for CWF). For Living River releases, it is assumed that the City will provide a lookup table for monthly volume of recharge assumed at various monthly living river flow volumes. If desired by the City, the functions could be broadened to include groundwater recharge and withdrawals from other groundwater users. However, assumptions about groundwater recharge and others' use will not be developed as part of this scope of work A total of 16 hours is allotted for this work, which includes discussions with the City on the form of the groundwater function and implementing said function in the model. Additional support for developing groundwater assumptions is provided as an optional task.

- **Update user interface ("dashboard").** The model's user interface, called a "dashboard" in GoldSim, will be updated based on coordination with the City. GoldSim's "scenario manager" will be utilized to facilitate tracking of model inputs (e.g. "portfolios") and associated results.

- **Develop results dashboard**. A Power BI dashboard will be developed to facilitate interpretation of results, including comparisons between different runs (scenarios and/or adaptation strategies) and plots summarizing results across a set of stochastic runs.

- **Model verification.** The model will be run under historical conditions, and supplies used will be compared to historical supplies to verify that the model is simulating supply usage consistent with historical usage.

- **Develop documentation.** Documentation will be in the form of model architecture flow charts, a high-level user's guide (1-2 pages), and an appendix summarizing key calculations as appropriate, e.g. supply/wastewater allocators and constraints for each supply source. Draft documentation will be provided for the City to review, followed by Hazen incorporating comments and providing final documentation.

#### Task 1, Phase 1 Meetings

It is assumed that Hazen will meet with City staff up to 3 times for project coordination. For budgeting purposes, it was assumed that two Hazen staff (Project Manager (PM) and modeler) would attend the coordination meetings.

### 2.1.2 Task 1, Phase 2: Update Model to Simulate Adaptation Strategies

During Phase 2, the model will be updated to simulate adaptation strategies. Phase 2 includes two subtasks: 1) updating demand projections, and 2) incorporating adaptation strategies into the model

#### Update Demand Projections

In the proposed City and County water planning effort, demand projections for the City and County will be finalized at the end of year 2021. At that time, updated City and County demands will be input into the model. An allotment of 16 hours is made to update model functionality based on the planning process and anticipated adaptation strategies.

#### Add Adaptation Strategies

In Phase 2, Hazen will update the model to include adaptation strategies. A preliminary listing of adaptation strategies is provided in Attachment 1. The list of strategies will be reviewed with City staff prior to implementation. Additionally, during coordination meetings, assumptions about how each strategy is implemented (for example, for ASR, triggers for when to store water and when to recover water) will be reviewed. It is anticipated that Phase 2 will be completed prior to public input on adaptation strategies, currently scheduled for April 2022. However, it is assumed that public input will be limited to changing the timing and size of existing adaptation strategies, which will be able to be simulated with the model as constructed. If any strategies are identified during the public process sessions that a) are not included in Attachment 1, and b) require simulation in the model, additional funding, under an amendment or similar mechanism, will be required to incorporate them into the model. It should be noted that five generic adaptation strategies are included in Attachment 1.

Simple cost functions will be added to the model to track relative costs for different adaptation strategies. The cost equations will be limited to three types of costs, as follows:

1. Capital costs – a 1-time expense, triggered a defined number of years before the adaptation strategy is used.
2. Fixed OM&R costs – fixed annual costs for operations, maintenance, and replacement.

3. Variable OM&R costs – Operations, maintenance, and replacement costs that are proportional to the quantity of water used in a year. For example, chemical costs for treatment.

The model will have inputs for each of these three costs, for each supply source and adaptation strategy, and equations will be developed in the model to roll the costs up. The input values will not be developed as part of this work. Typically, parameterized cost functions are used to develop these input values, based on the size/capacity of the adaptation strategy. Development of parametric cost functions, or the associated parameters, is not included in this scope of work.

Simulation of adaptation strategies will use GoldSim's "scenario manager" feature. The scenario manager allows the user to easily save sets of model inputs. In the case of Santa Fe's model, the timing and yield/capacity of all adaptation strategies, along with an "on/off switch" will be included as "scenario inputs" that can be saved. The user interface will be designed to facilitate development and saving of "portfolios" of multiple adaptation strategies.

The model will also be constructed to provide key metrics for evaluation of portfolios. Key metrics will be reviewed with City staff and may include timing and likelihood of gaps between water supply and demand, system-wide consumptive use and loss, and groundwater accounting/sustainability indices.

#### Task 1, Phase 2 Meetings

It is as assumed that Hazen and City staff will meet up to 8 times for coordination purposes. For budgeting purposes, it was assumed that two Hazen staff (PM and modeler) would attend the meetings.

### 2.1.3 Task 1 Deliverables

Task 1 deliverables are as follows:

- Model: developer and player versions
- Draft and final documentation: model architecture flow charts, with appendix summarizing key calculations, plus high-level user's guide (1-2 pages).

### 2.1.4 Anticipated Future Task 1 Phase 3: Ongoing Support

It is anticipated that ongoing support may be required to update and transition the model to City staff use as necessary to support the planning process. Ongoing support, if needed, is not included in this work plan, and will be funded separately.

### 2.1.5 Task 1 Optional Tasks

Optional tasks, not included in this scope, are listed below. Pending discussion, scope and level of effort can be developed.

- Review SURFS unit response functions
- Link planning model to MODFLOW

- Link planning model to URGWOM, for initial conditions
- Develop groundwater mass balance inputs
    - This optional task may include analyzing groundwater data, others' groundwater pumping, suitability of mountain-front recharge estimates, etc.
- Assess distribution system improvements needed to meet County demand if BDD is offline
    - Santa Fe performed an assessment of whether the system could provide current peak demand to the City and County. A similar assessment should be performed to ensure what, if any, infrastructure improvements may be required to meet future increased County demands.
- Develop parametric cost function inputs
    - The model developed under this scope of work will have inputs for capital cost and fixed and variable OM&R costs. Most of those costs can be estimated using parametric functions, in which the costs are a function of the size of the project. Those cost functions could be incorporated into the model, such that the model user could input the size of the project and costs would be calculated internally in the model.
- Add financial analysis
    - Pending discussion, this could include a summary of cash flows, considering billing rates and capital and OM&R costs.
- Support development of demand scenarios
- Incorporate the City's reservoir model that projects snowmelt and runoff into McClure Reservoir
    - Pending review of the City's reservoir model, the planning model developed in this scope could be updated to include snowmelt projections for the current year.

## 2.2 Task 2: Planning Support

The City of Santa Fe Water (City), and Santa Fe County Utilities (County) have initiated a science based, community informed, five-year planning cycle to develop long-range water resource management plans. In each case these plans will inform near-term decision making in the context of long-term needs. As part of this process, Hazen will develop water supply and demand datasets for incorporation into the STEWARDS model. Water Supply datasets are anticipated to be derived from work Reclamation is currently completing in the Rio Grande Basin Study. Water Demand datasets would be developed with input from City planning. Summary sheets will be developed for both supply and demand to facilitate public communication.

These data will ultimately be used in the model to assess gaps in future supply and assess the efficacy of options and strategies proposed to fill these gaps. This assessment will hinge on an understanding of the goals and value sets of the City. Hazen will support development of the planning approach and associated goals and values to be tested. These tasks are further outlined below.

### 2.2.1 Task 2.1: Supply Scenarios

For the City, future water supply is largely dependent on the availability of surface water. When surface water is available it is diverted and treated at either the Buckman Direct Diversion Water Treatment Plant (WTP) on the Rio Grande or at the Canyon Road WTP. Currently, any remaining demand is met through groundwater production. While future streamflow cannot be known explicitly, projections of streamflow under an array of potential future conditions help the City understand system short and long-term vulnerabilities and prepare for future conditions.

Previous studies have utilized historical streamflow records as well as projected streamflow under the Intergovernmental Panel on Climate Change's (IPCC) Coupled Model Intercomparison Package (CMIP) 3 dataset to provide a range of potential future conditions. Hazen will incorporate these data sets as well as CMIP5 data, currently being developed by Reclamation as part of the Rio Grande Basin Study, into the STEWARDS model along with associated data on evaporation rates. The full set of these data will be available for comparing historical streamflow, previous climate change analysis, and the latest climate change data.

In addition to hydrologic availability affecting supply availability, the City is potentially vulnerable to supply disruptions related to catastrophic supply-impacting events. Hazen will host a workshop with City staff to define supply disruption scenarios, including supply lost and duration of supply loss. Disruption scenarios may include loss of storage in Santa Fe reservoirs due to wildfire, loss of Buckman Direct Diversion due to water quality issues or diversion system failure, or reduction of San Juan-Chama water due to shortage sharing or water calls on the Colorado River.

Historical data and climate change projections, along with supply disruption scenarios, will be summarized in a handout and set of slides suitable for use in the public planning process. Facilitation of public meetings and providing assistance in developing approach for public meetings will not be provided as part of this scope of work.

### 2.2.2 Task 2.2: Demand Scenarios

The Santa Fe Basin Study Update suggests that uncertainty associated with timing of projected gaps in supply and demand is driven as much or more by uncertainty in demand projections as it is by uncertainty in supply projections. Under this task, recent demand projections will be compiled and new demand projections will be developed. Demand projections will be compiled for the City only (not Santa Fe County).

Hazen will compile the following information, provided by the City:

- Historical population
- 2020 Census population
- Building development rate for years 2010-2020.

Based on information compiled above, along with past projections of population from the Santa Fe Basin Study and Basin Study Update, Hazen will develop three projections of population (low, medium, and high). Hazen will then break out the spatial distribution of population growth, based on the latest

Transmission and Storage Master Plan, City zoning data (both provided by the City), or other information provided by the City, through year 2040.

Historical per-capita water usage will be summarized and compared to projections used in the Santa Fe Basin Study and Basin Study Update. Hazen will coordinate with City Conservation staff to develop a baseline (no action) projection of per-capita usage through year 2100. Hazen will also coordinate with Conservation staff to develop per-capita usage numbers for up to three demand management adaptation strategies.

Historical and projected population, per-capita water usage, and resulting demand for the City will be compiled into a handout and set of slides suitable for use in the public planning process. Facilitation of public meetings and providing assistance in developing approach for public meetings will not be provided as part of this scope of work.

### 2.2.3 Task 2.3: Support Scenario Planning

Public input on the planning process was received in 2020. As part of the planning process, the City will evaluate "value scenarios" such as maintaining target flows in the Lower Santa Fe River and considering different Living River flow targets for the Upper Santa Fe River. Hazen will host a workshop with City staff to develop an approach to evaluating supply scenarios, demand scenarios, value scenarios, and management scenarios in a structured and meaningful manner. Hazen will document the approach in a brief memorandum (2 pages).

### 2.2.4 Task 2 Deliverables

- Supply handout
- Demand handout
- Brief memorandum (2 pages) summarizing approach to incorporating value scenarios

## 3. Schedule

The schedule for this scope of work has been arbitrarily set by contract requirements, in which work must be completed by March 2022. An ambitious schedule is listed below; Hazen will complete as much of the scope as possible in the timeframe allotted.

- Task 1, Phase 1: 7 months from Notice to Proceed, assumed to be April 2021 through October 2021
- Task 1, Phase 2: 5 months from Notice to Proceed, assumed to be November 2021through March 2022.
- Task 2: 3 months from Notice to Proceed

Target planning cycle dates, for reference, are as follows:

- 2021: Supply and Demand Scenarios. Public workshops in spring, draft scenarios in summer, public comment in fall, final scenarios in winter. Supply and demand scenarios can be incorporated into the model at the end of 2021.

- 2022: Evaluate shortages. Public workshop in spring, public workshop on multiple criteria ranking in fall. Shortly after supply and demand scenarios are finalized, the model from Phase 1 can be used to project shortages.

## 4. Proposed Fee

The fee for this scope of work is estimated to be $298,448, inclusive of New Mexico Gross Receipts Tax (NMGRT). Detailed hours and rates associated with subtasks are provided in Attachment 2. Expenses will be invoiced at cost as they occur and may include travel, printing, mailing, supplies, software, and other similar costs incurred in performance of the work. Work will be performed on a time and materials basis. Hazen PM will provide status reports indicating percent complete with each monthly invoice.

Please call Steve Shultz at (505) 629-3283 or Greg Gates at (505) 259-1679 if you have any questions or would like to discuss.

Sincerely,

Hazen and Sawyer

Steve Shultz, PG
Associate

Greg Gates, PE
Vice President

## Attachment 1: Adaptation Strategies

Following is a preliminary list of potential adaptation strategies that the model will simulate:

- Operations
    - Refine current operations
- Modify current supplies
    - BWF Reconfiguration, e.g. more direct effect on Rio Grande
    - Reservoir expansion
    - New reservoir
    - Increase CWF capacity
- Wastewater use
    - Return flow pipeline
        - Exchange with downstream user
        - Redivert/net diversion
        - Offset BWF effects on Rio Grande
        - DPR
        - ASR at BWF
    - Non-potable irrigation reuse (including ability to reduce)
    - ASR Middle Santa Fe River w/ potential new recovery wells
    - ASR Living River
    - Return credits via Lower SFR
    - Minimum release to lower SFR (seasonal and change through time)
- Demand management
    - Conservation (system wide demand change overall or indoor/outdoor per-capita water usage)
    - Drought management
        - User-input triggers, e.g. what triggers category yellow/orange/red. Potential triggers:
            - Surface water in storage < x% of demand
            - Projected inflows to McClure Reservoir and/or SJC allocation
        - Adjustable measures, e.g. no outdoor watering, for each category
    - Connect domestic well users to City system
- New supplies
    - Import water
    - Expand current groundwater supplies
    - New groundwater supplies
    - Deep brackish groundwater
    - Stormwater capture
    - Excess SJC water
    - Five placeholder adaptation strategies that can be used to simulate strategies not listed above. Placeholder strategies are expected to include annual limit on supply and instantaneous (capacity) limits. The placeholder strategies will not include

any connections to other water supply sources, e.g. limits based on wastewater availability or hydrology.

# Attachment 2: Hours and Rates

| Task | Greg Gates (Vice President) $ 331 | Steve Shultz (Associate) $ 221 | Diane Roher (Principal) $ 158 | Jasmine Pettitt (Assistant Engineer) $ 126 | Grantley Pyke (Sr Associat) $ 252 | Graphics (Principal) $ 158 | Total Hours | Fee Labor | Expense | SubTotal | NMGRT | Grand Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Task 1, Phase 1: current / draft model** | **16** | **228** | **360** | **0** | **16** | **48** | **668** | **$ 124,142** | **$ 2,860** | **$ 127,002** | **$ 10,475** | **$ 137,477** |
| Model architecture | | | | | | | 0 | $ - | $ 2,300 | $ 2,300 | $ - | $ 2,300 |
| Initial conditions | | 8 | 16 | | | | 24 | $ 4,295 | $ - | $ 4,295 | $ 362 | $ 4,657 |
| Wastewater allocator | 2 | 24 | 40 | | | | 66 | $ 12,281 | $ - | $ 12,281 | $ 1,036 | $ 13,317 |
| Supply allocator | | | | | | | 0 | $ - | $ - | $ - | $ - | $ - |
| Review and refine supply constraints | | | | | | | 0 | $ - | $ - | $ - | $ - | $ - |
| Update demand framework, incl. Santa Fe County | 1 | 8 | 16 | | | | 25 | $ 4,626 | $ - | $ 4,626 | $ 390 | $ 5,016 |
| Add Rio Grande Compact constraints | | 24 | 40 | | | | 64 | $ 11,619 | $ - | $ 11,619 | $ 980 | $ 12,599 |
| Offsets: response function | | 20 | 40 | | | | 60 | $ 10,736 | $ - | $ 10,736 | $ 906 | $ 11,642 |
| Update hydrology projections | | 8 | 24 | | | | 32 | $ 5,559 | $ - | $ 5,559 | $ 469 | $ 6,028 |
| Coarse-level groundwater tracking | | 8 | 8 | | | | 16 | $ 3,030 | $ - | $ 3,030 | $ 256 | $ 3,286 |
| User interface | | 12 | 24 | | | 8 | 44 | $ 7,706 | $ - | $ 7,706 | $ 650 | $ 8,357 |
| Results dashboard | | 8 | 8 | | 16 | 24 | 56 | $ 10,864 | $ - | $ 10,864 | $ 917 | $ 11,780 |
| Model verification | | 2 | 8 | | | | | $ 1,706 | $ - | $ 1,706 | $ 144 | $ 1,850 |
| Meetings, including kickoff | 3 | 16 | 16 | | | | 35 | $ 7,053 | $ 360 | $ 7,413 | $ 595 | $ 8,008 |
| Draft and final documentation | 4 | 32 | 40 | | | 16 | 92 | $ 17,238 | $ - | $ 17,238 | $ 1,454 | $ 18,692 |
| Contingency, for unknowns | 4 | 40 | 80 | | | | 124 | $ 22,797 | $ - | $ 22,797 | $ 1,923 | $ 24,720 |
| PM | 2 | 18 | | | | | 20 | $ 4,634 | $ 200 | $ 4,834 | $ 391 | $ 5,225 |
| **Task 1, Phase 2: Adaptation Strategies** | **24** | **196** | **372** | **0** | **0** | **0** | **592** | **$ 113,298** | **$ 840** | **$ 114,138** | **$ 9,560** | **$ 123,698** |
| Meetings | 4 | 32 | 32 | | | | 68 | $ 13,847 | $ 640 | $ 14,487 | $ 1,168 | $ 15,655 |
| Update demand projections | | 8 | 16 | | | | 24 | $ 4,423 | $ - | $ 4,423 | $ 373 | $ 4,797 |
| Add adaptation strategies | 8 | 80 | 200 | | | | 288 | $ 53,474 | $ - | $ 53,474 | $ 4,512 | $ 57,986 |
| Cost functions | 4 | 12 | 24 | | | | 40 | $ 7,999 | $ - | $ 7,999 | $ 675 | $ 8,674 |
| Scenario manager setup | 2 | 20 | 40 | | | | 62 | $ 11,740 | $ - | $ 11,740 | $ 991 | $ 12,731 |
| Contingency, for unknowns | 4 | 24 | 60 | | | | 88 | $ 16,588 | $ - | $ 16,588 | $ 1,400 | $ 17,987 |
| PM | 2 | 20 | | | | | 22 | $ 5,228 | $ 200 | $ 5,428 | $ 441 | $ 5,869 |
| Placeholder | | | | | | | 0 | $ - | $ - | $ - | $ - | $ - |
| **Task 2, Planning Support** | **28** | **68** | **0** | **80** | **0** | **0** | **176** | **$ 34,373** | **$ -** | **$ 34,373** | **$ 2,900** | **$ 37,273** |
| Supply scenarios | 8 | 16 | | 32 | | | 56 | $ 10,219 | $ - | $ 10,219 | $ 862 | $ 11,081 |
| Demand scenarios | 8 | 32 | | 48 | | | 88 | $ 15,769 | $ - | $ 15,769 | $ 1,331 | $ 17,100 |
| Scenario planning approach | 12 | 16 | | | | | 28 | $ 7,503 | $ - | $ 7,503 | $ 633 | $ 8,136 |
| PM | | 4 | | | | | 4 | $ 883 | $ - | $ 883 | $ 74 | $ 957 |
| placeholder | | | | | | | 0 | $ - | | $ - | $ - | $ - |
| **Total** | **68** | **492** | **732** | **80** | **16** | **48** | **1436** | **$ 271,814** | **$ 3,700** | **$ 275,514** | **$ 22,934** | **$ 298,448** |

# City of Santa Fe

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

**Section to be completed by department**

1. Munis Contract # 3202694

Contractor: **Hazen Sawyer**

Description: **Santa Fe 2100 water planning and to develop a dynamic simulation water model as specified in the Memorandum of Agreement (MOA) with United States Bureau of Reclamation (USBR**

Contract ☐ Agreement ☉ Lease / Rent ☐ Amendment ☐

Term Start Date: **upon approval** Term End Date: **6/30/24**

☑ Approved by Council Date: **pending**

**Contract / Lease:** Conctract

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:** **Cooperative Procurement Water Resources OnCall agreement (P20190000005)**

Fran Delaway (May 10, 2021 16:58 MDT) May 10, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: MOA-USBR

4. **Funding Source:** **Water CIP Enterprise Fund** **Org / Object:** **5050395.572960**

Andy Hopkins (May 10, 2021 11:25 MDT) May 10, 2021

Budget Officer Approval: Date:

Comment & Exceptions: _____

**Staff Contact who completed this form:** **Maya Martinez** Phone # **4271**

Email: **mfmartinez@santafenm.gov**

**To be recorded by City Clerk:**

Clerk # _____

Date of Execution: _____

# CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Hazen Sawyer

Procurement Title: Santa Fe 2100 water planning and to develop a dynamic simulation water model as specified in the Memorandum of Agreement (MOA) with United States Bureau of Reclamation (USBR

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

WHSchneider, P.G.
WHSchneider, P.G. (May 6, 2021 12:23 MDT)

Bill Schneider | Water Division Water Resources | | |
Department Rep Printed Name (attesting that all information included) | Title | Date

Fran Duaway
Fran Duaway (May 10, 2021 16:58 MDT)

Chief Procurement Officer | May 10, 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.
*

Hazen and Sawyer
100 Sun Ave. NE, Suite 206
Albuquerque, NM 87111 |505.217.7152

November 18, 2020

Bill Schneider
City of Santa Fe
Water Utility Division
801 W. San Mateo
Santa Fe, NM 87507

**Re: Optional Subject Line**

Dear Mr. Schneider:

By this letter, Hazen and Sawyer agrees to utilize the terms and conditions of their Water Resources On-Call agreement (P20190000005) with the Albuquerque Bernalillo County Water Utility Authority for contracting with the City of Santa Fe. Please let me know if you have questions or require more information. Thanks.

Sincerely,

Greg Gates, PE
Vice President

Job no

**SCHNEIDER, WILLIAM H.**

**From:** Kelcourse, Candida <ckelcourse@abcwua.org>
**Sent:** Friday, November 13, 2020 1:20 PM
**To:** SCHNEIDER, WILLIAM H.
**Subject:** Hazen & Sawyer Water Resources Contract
**Attachments:** 2020-0029.pdf; 2020-0029.1.pdf

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Bill,

Nice to have virtually met you. The Hazen contract is attached, if needed. Please feel free to piggyback the pricing terms and conditions, as authorized by your agency. Let me know if you need anything else, thanks!

Respectfully,

Candida Kelcourse
Purchasing Administrator
Albuquerque Bernalillo County Water Utility Authority
PO Box 568 | Albuquerque NM | 87103
505-289-3227 (ofc) | 505-259-6515 (cell)
www.abcwua.org

**AGREEMENT**
**BETWEEN THE ALBUQUERQUE BERNALILLO COUNTY WATER UTILITY AUTHORITY**
**AND**
**HAZEN AND SAWYER, D.P.C**

**P2019000005 WATER RESOURCES ON-CALL SERVICES**

**THIS AGREEMENT** is made and entered into on the date of the last signature entered below by and between the Albuquerque Bernalillo County Water Utility Authority, a New Mexico political subdivision, P.O. Box 568, Albuquerque, New Mexico 87103-0568 (hereinafter referred to as the "Water Authority"), and HAZEN AND SAWYER, D.P.C. (hereinafter referred to as the "Contractor"), a New York Corporation, whose address is 498 Seventh Ave., 11th Floor, New York, NY 10018.

In consideration of mutual obligations stated herein, the parties agree as follows:

**1. Scope of Services:** The Contractor shall provide the services described in Exhibit A attached hereto (hereinafter the "Services") in a satisfactory and proper manner, as determined by the Water Authority.

**2. Term of Agreement:** This Agreement shall commence on the date of final execution by the Water Authority and continue for a period of three (3) years. This term may be extended by mutual written agreement of the parties up to the maximum number of years allowed by the Procurement Ordinance.

**3. Compensation and Method of Payment:**

3.1 *Compensation.* For performing the Services specified in Section 1 hereof, the Water Authority agrees to pay the Contractor in accordance with Exhibit B, plus any applicable gross receipt taxes and such amounts shall constitute full and complete compensation for the Contractor's Services under this Agreement, including all expenditures made and expenses incurred by the Contractor in performing such Services.

3.2 *Method of Payment.* Such amount shall be paid to the Contractor in accordance with Exhibit B, Payment Schedule, upon receipt by the Water Authority of a properly documented invoice for payment as determined by the budgetary and fiscal guidelines of the Water Authority and on the condition that the Contractor has accomplished the Services to the satisfaction of the Water Authority. Applicable taxes will be stated separately on each invoice and paid by the Water Authority at current rates. Taxes may not be billed more than sixty (60) days after completion of the Services to which they apply.

3.3 *Appropriations.* Notwithstanding any other provisions in this Agreement, the terms of this Agreement are contingent upon the Water Authority Board making the appropriations necessary for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the Water Authority Board, this Agreement may be terminated at the end of the Water Authority's then current fiscal year upon written notice given by the Water Authority to the Contractor. Such event shall not constitute an event of default. All payment obligations of the Water Authority and all of its interest in this Agreement will cease upon the date of termination. The Water Authority's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

3.4 *Non-Exclusivity.* Unless specifically provided herein, this Agreement is not exclusive to

the Contractor and the Water Authority may contract with other businesses to provide similar services at any time. In addition, if this Agreement is for the purchase of Services on an as needed basis, the Water Authority is not obligated to make any purchase of Services hereunder.

**4. Independent Contractor:** Neither the Contractor nor its employees are considered to be employees of the Water Authority for any purpose whatsoever. The Contractor is considered as an independent contractor at all times in the performance of the Services described in Section 1. The Contractor further agrees that neither it nor its employees are entitled to any benefits from the Water Authority under the provisions of the Workers' Compensation Act of the State of New Mexico, or to any of the benefits granted to employees of the Water Authority under the provisions of the Merit System Ordinance as now enacted or hereafter amended.

**5. Personnel:**

5.1 The Contractor represents that it has, or will secure at its own expense, all personnel required in performing all of the Services required under this Agreement in a timely manner. Such personnel shall not be employees of or have any contractual relationships with the Water Authority.

5.2 All the Services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such Services.

5.3 None of the work or Services covered by this Agreement shall be subcontracted without the prior written approval of the Water Authority. Any work or Services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

**6. Indemnity:** The Contractor agrees to defend, indemnify and hold harmless the Water Authority and its officials, agents and employees from and against any and all claims, actions, suits or proceedings of any kind brought against said parties because of any injury or damage received or sustained by any person, persons or property to the extent arising out of or resulting from the negligent acts, errors, omissions, or negligent performance by the Contractor under this Agreement or wrongful misconduct of the Contractor or Contractor's agents or employees or any subcontractor or its agents or employees. The indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this Agreement.

**7. Insurance:** The Contractor shall not commence any work under this Agreement until the insurances required in Part II of the RFP, Special Instructions, have been obtained and the proper certificates, riders or endorsements (or policies) have been submitted to the Water Authority.

**8. Reports and Information:** At such times and in such forms as the Water Authority may require, there shall be furnished to the Water Authority such statements, records, reports, data and information, as the Water Authority may request pertaining to matters covered by this Agreement. Unless authorized by the Water Authority, the Contractor will not release any information concerning the work product including any reports or other documents prepared pursuant to the Agreement until the final product is submitted to the Water Authority.

**9. Establishment and Maintenance of Records:** Records shall be maintained by the Contractor in accordance with applicable law and requirements prescribed by the Water Authority with respect to all matters covered by this Agreement. Except as otherwise authorized by the Water Authority, such records shall be maintained for a period of three (3) years after receipt of final payment under this Agreement and shall be available to the Water Authority until all applicable statutes of limitation have run. This Section 9 shall survive and continue beyond the termination

of this Agreement or any of its provisions.

**10. Audits:** At any time during normal business hours and as often as the Water Authority may deem necessary, there shall be made available to the Water Authority for examination all of the Contractor's records with respect to all matters covered by this Agreement. The Contractor shall permit the Water Authority to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

**11. Publication, Reproduction and Use of Material:** No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The Water Authority shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement. Contractor does not assume Liability for reuse of data, drawings and other documents for any purpose other than the purpose intended in this Agreement.

**12. Ethical Conduct:** The Contractor warrants that it will perform the Services under this Agreement in compliance with the Ethical Conduct provisions (§2-390) and Unfair Business Practices provisions (§2-376) of the Procurement Ordinance, the Water Authority Code of Conduct, the Governmental Conduct Act (Sections 10-16-1 through 10-16-18, NMSA 1978), the New Mexico criminal statutes prohibiting bribes, gratuities and kickbacks, (Sections 30-41-1 through 30-41-3 NMSA 1978), and any other Water Authority or New Mexico laws, ordinances, rules and regulations, policies, procedures and administrative instructions applicable to ethical conduct. Contractor warrants that it presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this Agreement.

**13. Unfair Business Practices:** The Contractor agrees to comply with the Unfair Business Practices provisions (§2-376) of the Procurement Ordinance and the New Mexico Unfair Practices Act, Section 57-12-1 et seq. NMSA 1978 (the "Act"). If during the term of this Agreement the Contractor has been found to engage in any Unfair Business Practices the Contractor agrees to report that finding to the Water Authority Central Purchasing Office. Unfair Business Practices are defined as a system or pattern of acts or practices that a federal or State enforcement agency has made a formal finding within the last three (3) years to be discriminatory, deceptive, fraudulent, or abusive (or similar terms) under the Act, or an applicable federal or State consumer protection law relating to the Scope of this Agreement or that have violated a relevant criminal statute, as evidenced by a public enforcement order or judgment, settlement with the enforcement agency or other formal finding by the relevant enforcement agency with regulatory enforcement authority under the applicable consumer protection law, or criminal conviction.

**14. Compliance with Laws:** In providing the Services outlined herein, the Contractor shall comply with all applicable laws, ordinances, and codes of the federal, State, and local governments, including, but not limited to the New Mexico Human Rights Act, Title VII of the federal Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and all federal, State and local statutes, regulations and executive orders relating to civil rights.

**15. Changes:** If changes occur in the terms and conditions of this Agreement, scope of services, or the description of the Project, a supplemental agreement may be negotiated at the request of either party.

**16. Assignability:** The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement (whether by assignment or novation), without the prior written consent of the Water Authority thereto.

**17.** **Termination for Cause.** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, and fail to cure any such default within fifteen (15) days after receipt of a notice of default from the Water Authority, the Water Authority shall thereupon have the right to terminate this Agreement without further notice to the Contractor. The notice of default shall specify the date of termination. In the event of termination for cause, all finished or unfinished documents, data, and reports prepared by the Contractor under this Agreement shall, at the option of the Water Authority, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the Water Authority for damages sustained by the Water Authority by virtue of any breach of this Agreement by the Contractor, and the Water Authority may withhold any payments to the Contractor for the purposes of set-off until such time as the exact amount of damages due the Water Authority from the Contractor is determined.

**18.** **Termination for Convenience of the Water Authority:** The Water Authority may terminate this Agreement at any time by giving at least thirty (30) days' notice in writing to the Contractor. If the Contractor is terminated by the Water Authority as provided herein, the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. If this Agreement is terminated due to the fault of the Contractor, the preceding Section hereof relative to termination shall apply.

**19.** **Construction and Severability:** If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

**20.** **Enforcement:** The Contractor agrees to pay to the Water Authority all costs and expenses including reasonable attorney's fees incurred by the Water Authority in exercising any of its rights or remedies in connection with the enforcement of this Agreement.

**21.** **Entire Agreement:** The RFP and Contractor's Proposal submitted in response to the RFP, and all Exhibits and other documents attached or referred to in this Agreement are hereby incorporated into and made a part hereof as though set forth in full in this Agreement to the extent they are consistent with its conditions and terms. In the event of a conflict, the documents shall have precedence as follows: Exhibits, Agreement, RFP and Proposal.

This Agreement and incorporated documents contain the entire agreement of the parties and supersede any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

**22.** **Applicable Law:** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Mexico, and the ordinances, rules and regulations of the Water Authority.

**23.** **Approval Required:** This Agreement shall not become effective or binding until approved by the Executive Director of the Water Authority.

**IN WITNESS WHEREOF**, the Water Authority and the Contractor have executed this Agreement as of the date first written below.

**ALBUQUERQUE BERNALILLO COUNTY WATER UTILITY AUTHORITY**

**Approved By:**

Mark S. Sanchez, Executive Director

Date: 3/28/19

**Reviewed by:**

Peter Auh, General Counsel

Date: 3/28/19

**HAZEN AND SAWYER, D.P.C.:**

By: Greg Gates

Title: Vice President

Date: 03/19/2019

# EXHIBIT A

## SCOPE OF SERVICES

This on call contract may include hydrogeological services, groundwater modeling, geochemical modeling, water resources planning and analysis, permitting of projects with federal, state and local regulatory agencies, economic analyses of proposed water projects and NEPA (National Environmental Policy Act) requirements. This work must be performed to maintain compliance with all NMED, OSE and federal permits and to follow the policies of the Water Authority's water resource management strategy, WATER2120.

The Water Authority intends to award multiple agreements to a pool of contractors for the following services, or any combination of the following services. Services required include, but are not limited to:

A. Water Resources Planning

1. Water Resource Management Modeling – USGS MRG MODFLOW, OSE Administrative model experience
2. Preparation of grant applications to fund water resources supply projects
3. Analysis of the impacts of climate change on the water supply
4. Annual preparation of the operating plan for the utility
5. Analysis and report preparation on the efficacy of various water conservation programs
6. Analysis and recommendation for the best water resource project option
7. Research the occurrence, fate and potential treatment of emerging contaminants and provide reports to the Authority
8. Economic analyses

B. Implementation of Water 2120

1. Technical support for protests of permits with the OSE
2. Establish a procedure for measurement and evaluation of the aquifer level every five years and projections for what will occur in the next five years
3. Annual aquifer level mapping
4. Provide support for development of legislation to allow for water leasing and banking on a local, regional and interstate basis
5. Services to protect and enhance the Rio Grande State Park and the Bosque
6. Green energy projects and carbon footprint reduction

C. Ground Water and Hydrogeology

1. Groundwater modeling including particle tracking and capture zone/ zone of contribution & time, fate and transport of contamination
2. Geochemical modeling
3. Environmental Investigations – RCRA, CERCLA, WQCC, PSTB, permitting, corrective action and compliance knowledge, remediation system design and O&M
4. Review and preparation of comments on technical reports related to groundwater contamination sites

D. Permitting and Compliance Reporting

1. Permitting of water resources projects with the NM Environment Department and Office of the State Engineer and the EPA
2. Preparation of reports for compliance with permit

Exhibit B

Compensation will be on a time and expense basis or lump sum as negotiated by task, with labor billed based on the hourly rate sheet presented below (exclusive of New Mexico Gross Receipts Tax [NMGRT]). Rates presented will be escalated annually on the contract date by 3 percent. The titles of our proposed staff can be found in **Appendix C** listed on each resume, which can be cross referenced with the table below to determine hourly rates.

| Category | Direct - | Fully Loaded (A*2.97) |
|---|---|---|
| Vice President | $105 | $312 |
| Associate Vice President | $90 | $267 |
| Senior Associate | $80 | $238 |
| Associate | $70 | $208 |
| Senior Principal Engineer | $60 | $178 |
| Principal Engineer | $50 | $149 |
| Assistant Engineer | $40 | $119 |
| Designer | $30 | $89 |
| Technician | $25 | $74 |

Subconsultant expenses will be billed at actual cost, plus 10 percent.

Expenses will be invoiced at actual cost or standard rates (e.g. IRS standard mileage rate). Expenses will include travel or other similar costs incurred in performance of the work.

**ALBUQUERQUE-BERNALILLO COUNTY WATER UTILITY AUTHORITY**
**CONTRACT CONTROL FORM**

CCN: 2020-0029 Purchase Order No.: MC000008 GL/JL: 28000/165100

Purchasing Contact: Rachel Lopez 289-3271

User Contact: David Laughlin 289-3035

Type of Agreement: A/E

Description: On Call Professional Engineering and Related Services Agreement 02313.00
Vendor: Hazen & Sawyer
Vendor No.: 142776
Vendor Contact: Greg Gates ggates@hazenandsawyer.com

Contract Term: execution To: 3 yrs

Amount Added with this supplement: $ n/a
Contract Total: $ 500,000.00 plus NMGRT

| APPROVALS REQUIRED: | Approved by (initial) | Approval Date |
|---|---|---|
| Purchasing Administrator: | CK | 11/25/19 |
| Purchasing Officer: | JD | 11/25/19 |
| Attorney: | PSL | 12/10/19 |
| CFO: | | |
| COO: | JMD | 12/10/19 |
| Vendor: | | |
| Executive Director: | | 12/11/19 |
| Other: | | |

Board Approval Required? ☒ Yes ☐ No

Bill No. C-19-36 Date: 12/4/19 Approved: $500,000 (taxes included/taxes excluded)

1. What item is being requested for review? (CIRCLE ONE)

NEW CONTRACT / ADDITIONAL SERVICES / CHANGE ORDER / DEVELOPER AGREEMENT

PURCHASE ORDER or ADJUSTMENT / SUPPLEMENT / GRANT (please specify)

2. What will this item do? On-Call Professional Engineering and Related Services Agreement

3. Why is it needed? Provide On-Call Professional Engineering services needed for On-Call Construction Projects.

4. How much will it cost and what is the funding source? Initial compensation upper limit will be set at $500,000. This will be increased as necessary.

5. Does this action require/authorize any movement of funds within the CIP administratively or commits to a clean-up in the future? No. It's in the Decade Plan

6. What will happen if this/these item(s) is/are not approved? Future projects will not be completed.

# AGREEMENT
# BETWEEN THE
# ALBUQUEQRUE BERNALILLO COUNTY WATER UTILITY AUTHORITY
# AND
# HAZEN AND SAWYER D.P.C.
# ON CALL PROFESSIONAL ENGINEERING SERVICES P2020000003

## Project No. 02313.00

**THIS AGREEMENT** is made and entered into on the date of the last signature entered below by and between the Albuquerque Bernalillo County Water Utility Authority, a New Mexico political subdivision, hereinafter referred to as "Owner" or the "Water Authority", and Hazen and Sawyer DPC, hereinafter referred to as the "Consultant," a New York corporation, whose address is 100 Sun Ave., N.E., Ste. 630, Albuquerque, NM 87109.

In consideration of the mutual obligations stated herein, the parties hereto agree as follows:

**1. Scope of Services:** Consultant shall perform the on-call professional (architect/engineering) services (hereinafter the "Services") described in Exhibit A to this Agreement in a satisfactory and proper manner, as determined by Owner. Projects may be awarded by Work Order to Consultant in accordance with the process outlined in Exhibit A, but Owner is under no obligation to award any Projects to Consultant under this Agreement.

**2. Term of Agreement:** This Agreement shall commence on the date of final execution by Owner and continue for **three (3) years,** unless sooner terminated. If all Projects awarded pursuant to the Agreement are not completed by the end of the term, the Agreement shall continue until completion of all such Projects. New Projects shall not be awarded during a continuation after the end of the term, unless the Agreement is amended by written agreement of the parties.

The Term of Agreement for each Work Order shall commence on the date of final execution by Owner of the Work Order Authorization Form and continue until the date stated in the Work Order. If the Work Order Project is completed sooner, the Work Order shall terminate at such time. If the Project is in progress but not completed by the end of the term, the Work Order shall continue until Project completion, but may not exceed the term allowed by the Procurement Ordinance for contracts of this type; except that the Chief Procurement Officer may approve, by written Determination, a continuation beyond the term allowed.

**3. Compensation and Method of Payment:**

3.1 *Total Compensation.* For performing the Services specified in Section 1 hereof, Owner agrees to pay Consultant up to the amount of **Five Hundred Thousand Dollars ($500,000.00)**, plus any applicable gross receipts taxes (the "Total Compensation"). The actual compensation payable shall be the summation of the Total Contract Price of all individual Work Orders awarded under this Agreement. Owner is not obligated to pay any amount to Consultant under this Agreement except pursuant to a Work Order for Services signed by the parties.

3.2 *Work Order Contract Price.* Owner shall pay Consultant in current funds for Consultant's performance of a Work Order, the Work Order Total Contract Price subject to any applicable Work Order Adjustments. Such amount shall constitute full and complete compensation for Consultant's Services under the applicable Work Order, including all expenditures made and expenses incurred by Consultant in performing such Services. The Contract Price of each Work Order shall consist

of the Basic Services Fee, which may be fixed or estimated, and estimated Reimbursable Expenses and subconsultants' charges, plus any applicable gross receipts taxes.

3.2.1 The estimated amounts which make up the Work Order Contract Price are not the minimum or maximum amounts which may be payable to Consultant under this Agreement.

3.2.2 Consultant shall give Owner written notice if it becomes apparent that an estimated amount will be exceeded. Upon such notice, Owner and Consultant shall promptly review the Services remaining to be performed and compensation for such Services. Owner may suspend or terminate Consultant's Services for Owner's convenience, agree to compensation exceeding said estimated amount, or agree to a reduction in the remaining Services to be rendered by Consultant. If Owner decides not to suspend Consultant's Services during negotiations and Consultant exceeds the estimated amount before Owner and Consultant have agreed to an increase in the compensation due Consultant or a reduction in the remaining Services, the Consultant shall be paid for all Services rendered under the Work Order.

3.3 *Work Order Basic Services Compensation.* The Basic Services Fee may be fixed or estimated and may be broken down into various phases which may also be fixed or estimated in amount. The amount of a phase or the total Basic Services Fee under a Work Order may be:

- a lump sum amount;
- an amount equal to Consultant's Direct Labor Costs ("DLC") times a multiplier of **3.20** for the Services of Consultant's personnel engaged on the Work Order Project; or
- as otherwise provided in the Work Order.

3.3.1 Lump sum amounts, if used in a Work Order, include compensation for Consultant's Services and Services of subconsultants, if any; and appropriate amounts are incorporated to account for labor, overhead, profit, and Reimbursable Expenses. DLC amounts used in a Work Order incorporate all labor, overhead, and profit.

3.3.2 "Direct Labor Costs" or "DLC" means salaries and wages paid to employees but does not include payroll-related costs or benefits.

3.3.3 Consultant shall obtain an Independent Auditor's Report of the Direct Labor Cost to certify with reasonable assurance that the DLC proposed by the Consultant is free of material misstatement and presents fairly the DLC for the Consultant. The Report will be required as requested by the Water Authority.

3.3.4 If various phases are established for the Basic Services of a Work Order, Consultant may alter the allocation of funds between the phases to be consistent with Services actually rendered, but shall not exceed subtotals established for all fixed amount phases or for all estimated phases, and the total for all Basic Services, unless approved in writing by Owner.

3.4 *Reimbursable Expenses.*

3.4.1 Reimbursable Expenses include actual and reasonable expenses incurred by Consultant solely and directly in connection with the performance of Consultant's Services as follows:

- Expenses of transportation (including coach class air travel) and living expenses in connection with out-of-state travel as directed and approved in advance by the Owner. Transportation and living expenses incurred within the State of New Mexico are not

reimbursable unless expressly approved by the Owner in advance.

- Fees paid for securing approval of authorities having jurisdiction over a Project.
- Professional models and renderings if requested by Owner.
- Reproductions, printing, binding, collating and handling of reports, and drawings and specifications or other Project-related work product, other than that used solely in-house by Consultant.
- Shipping or mailing of all reports, drawings, specifications, and other items in connection with the Project.
- Other expenses approved in writing by Owner.

3.4.2 Consultant shall not be entitled to receive payment for legal services which Consultant procures or employs for any matter related to a Project except when advance written approval is given by Owner's Attorney.

3.4.3 Reimbursable Expenses shall be billed at the actual cost to Consultant unless otherwise provided herein.

3.5 *Subconsultants' Charges.* Subconsultants' charges shall be billed to Owner at the actual cost to Consultant times a multiplier of **1.10** unless otherwise provided herein.

3.6 *Payments to Consultant.* The portion of the Work Order Total Contract Price billed each billing period for Consultant's Services on a Work Order Project will be based:

- For Lump Sum Services, upon the agreement of the project managers of Owner and Consultant as to the percentage of total Services actually completed for each Phase during the billing period;
- For DLC Services, on the Direct Labor Costs for the cumulative hours charged to the Project by Consultant's principals and employees during the billing period multiplied by the above-designated multiplier, plus Reimbursable Expenses and subconsultants' charges, if any, billed to Consultant during the billing period.
- For other types of Services, as provided in the Work Order.

3.7 *Additional Services.* Consultant may receive compensation for providing Additional Services for a Work Order Project as described in the applicable Work Order and Work Order Adjustment.

3.7.1 Additional Services are services not included in the description of Basic Services for the Project and not reasonably inferable as part of the Basic Services. Prior to commencing any Additional Services, Consultant shall prepare an Additional Services Proposal detailing the scope of the Additional Services and the proposed fee. Consultant shall perform the Additional Services only after written acceptance of the Additional Services Proposal by Owner and execution of a Work Order Adjustment amending the applicable Work Order. Upon acceptance by Owner, each Additional Services Proposal and the Services performed by Consultant pursuant to such Additional Services Proposal shall become part of this Agreement and shall be subject to all the terms and conditions of this Agreement.

3.7.2 Owner shall pay Consultant for Additional Services of Consultant's personnel engaged

directly on the Project, as set out in the Additional Services Proposal approved by Owner or as otherwise described in the Work Order Adjustment. The compensation and methods of payment for Additional Services shall be those described above for a Work Order or as otherwise provided in the approved Additional Services Proposal.

3.8 *Invoice Required.* Payments shall be made to Consultant upon receipt by Owner of a properly documented invoice for payment as determined by the budgetary and fiscal guidelines of Owner and on the condition that Consultant has accomplished the Services to the satisfaction of Owner. Applicable taxes will be stated separately on each invoice and paid by Owner at current rates. Taxes may not be billed more than sixty (60) days after completion of the Services to which they apply.

3.9 *Gross Receipts Tax/Non-Taxable Transactions.* Consultant shall use and require the use of non-taxable transaction certificates by subcontractors and suppliers whenever allowed by law. In any event, Consultant shall not include gross receipts taxes paid to others as a part of the base dollar amount upon which Consultant calculates its gross receipts taxes when billing Consultant's fees and expenses to Owner.

3.10 *Appropriations.* Notwithstanding any other provisions in this Agreement, the terms of this Agreement are contingent upon the Water Authority Board making the appropriations necessary for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the Water Authority Board, this Agreement, or any Work Order, may be terminated at the end of Owner's then current fiscal year upon written notice given by Owner to Consultant. Such event shall not constitute an event of default. All payment obligations of Owner and all of its interest in this Agreement, or Work Order, whichever applies, will cease upon the date of termination. Owner's decision as to whether sufficient appropriations are available shall be accepted by Consultant and shall be final.

3.11 *Non-Exclusivity.* Owner is not obligated to purchase any Services or award any Work Orders under this Agreement and shall have the unilateral right at all times to solicit offers or otherwise contract with other consultants to provide professional services similar to those described in this Agreement at any time.

3.12 *Final Payment.* Consultant, by its acceptance of final payment of the amounts due under a Work Order awarded pursuant to this Agreement, releases Owner, its officers and employees, from all liabilities and obligations for fees and costs due under this Agreement and all Work Orders, including, but not limited to, all damages, losses, costs, liability, and expenses (including, but not limited to, attorneys' fees and costs of litigation) that Consultant may have. All representations, including standard of care issues made in this Agreement will survive final payment and termination or completion of this Agreement.

## 4. Consultant's Responsibilities and Limitations.

4.1 *General Terms and Conditions.* Except as limited by this Agreement, Consultant's duties and responsibilities, Consultant's relationship with the Contractor, and the limitations of Consultant's authority during the Project shall be in accordance with the General Terms and Conditions, as amended and in effect on the date of Owner's execution of this Agreement, or such other or additional terms and conditions of the Contract between Owner and the Contractor for construction of the Project, all of which are incorporated herein as though set forth in full. Said Contract shall not be modified without Consultant's written consent, to the extent such changes

affect the Services required by this Agreement.

4.2 *Standard of Care.* Consultant shall perform the Services required by this Agreement as expeditiously as is consistent with professional standards of care required of members of the same profession and the orderly progress of the Work Order Projects. Failure of Consultant to perform in such a manner or to meet a Work Order Project Schedule shall constitute a basis for termination and/or withholding of payment until timely performance is achieved by Consultant.

4.3 *Responsible Party.* Consultant shall provide the services of the following named New Mexico registered architect(s) or engineer(s) who will be in responsible charge of providing the Services required of Consultant under this Agreement in accordance with the New Mexico Architectural Act and/or the New Mexico Engineering and Surveying Act.

| Greg Gates, P.E. | NM PE#14234 |
|---|---|
| **Architect or Engineer** | **New Mexico Certificate Number** |

This responsible party shall not be changed without prior approval of Owner, which approval shall not be unreasonably withheld. The Work Order Authorization Form may be signed by another architect or engineer employed by Consultant who will be in responsible charge of providing the services required of Consultant for that Work Order and Owner's signature on the Form shall indicate approval of that individual.

4.4 *Limit on Authority.* Consultant agrees not to purport to bind Owner to any obligation not assumed herein by Owner, unless Consultant has express written authority to do so, and then only within the strict limits of that authority.

## 5. Owner's Responsibilities.

5.1 Owner's responsibilities with respect to the Project, Consultant and the Contractor are described in the General Terms and Conditions and other documents which make up Owner's Contract with the Contractor for construction of the Project, all of which are incorporated herein.

5.2 Owner shall make accessible to Consultant, but not copy, all of its maps, records, reports, or other data pertinent to the Services to be performed by Consultant pursuant to this Agreement, and also make accessible any other maps, records, or other materials available to Owner from any other public agency or body.

5.3 Consultant shall indicate to Owner any additional information needed for the rendering of Services hereunder. Owner shall provide to Consultant such information as is available to Owner and Owner's consultants and contractors, and Consultant shall be entitled to rely upon the accuracy and completeness thereof.

**6. Independent Contractor:** Neither Consultant nor its employees are considered to be employees of Owner for any purpose whatsoever. Consultant is considered as an independent contractor at all times in the performance of the Services. Consultant further agrees that neither it nor its employees are entitled to any benefits from Owner under the provisions of the Workers' Compensation Act of the State of New Mexico, or to any of the benefits granted to employees of Owner under the provisions of the Merit System Ordinance as now enacted or hereafter amended.

## 7. Personnel:

7.1 Consultant represents that it has, or will secure at its own expense, all personnel required

in performing all of the Services required under this Agreement in a timely manner. Such personnel shall not be employees of or have any contractual relationships with Owner.

7.2 All the Services required hereunder will be performed by Consultant or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such Services. All Services shall be performed in accordance with the standards of the profession.

7.3 None of the work or Services covered by this Agreement shall be subcontracted without the prior written approval of Owner. Any work or Services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement. Such agreements shall not be construed as a diminution of Consultant's liability and responsibilities to Owner.

7.4 The Consultant shall not replace the project manager without providing written notice to the Owner, except under extraordinary circumstances. The Consultant shall submit a resume and the qualifications of the proposed substitute project manager along with the written notification and the Owner shall review and approve or deny the proposed substitute.

## 8. Indemnity:

8.1 *Indemnification by Consultant.* Consultant agrees to indemnify, and hold harmless Owner and its officers, agents and employees from and against liability, claims, damages, losses or expenses, including reasonable attorneys' fees, only to the extent that the liability, damages, losses or costs are caused by or arise out of the negligent acts or omissions of Consultant, its officers, agents or employees in the performance of this Agreement. Nothing in the Agreement shall be construed to require Consultant to indemnify and hold harmless Owner, its officers, agents and employees from and against liability, claims, damages, losses or expenses, including attorneys' fees, arising out of the acts or omissions of Owner or its officers, agents and employees. Receipt by Owner of Consultant's Services under this Agreement and Owner's authorization for Consultant to proceed with the various phases of Services shall not be construed as approval of Consultant's work product by Owner or as the giving of instructions or directions by Owner. This indemnification provision is subject to the limitations and provisions of Section 56-7-1 NMSA 1978.

8.2 *Time and Expenses.* Consultant's time and expenses spent in defending allegations in claims or lawsuits arising from the acts or omissions of Consultant shall be at Consultant's own expense. Consultant shall cooperate with Owner in defending claims and lawsuits arising out of the acts or omissions of Consultant. This will not require of Consultant analyses, computations, and other architect/engineering work which is not in the scope of this Agreement.

8.3 *Indemnification by Contractor.* Owner will require in the general conditions of any construction contract, language which states that the Contractor is required to indemnify and save harmless Owner and Consultant and their officers, agents, and employees from and against all suits, actions or claims of any character brought because of any injury or damage received or sustained by any person, persons or property arising out of the performance of the Work by Contractor, or by reason of any act or omission, neglect or misconduct of Contractor, his agents or employees or any subcontractor, his agents or employees. Owner shall require the Contractor to name Owner and Consultant as additional insureds on the Contractor's commercial general liability insurance policy.

**9. Insurance:** Consultant shall not commence any work under this Agreement until the insurances required in Part II of the RFP, Special Instructions, have been obtained and the proper certificates, riders or endorsements (or policies) have been submitted to Owner.

**10. Reports and Information:** At such times and in such forms as Owner may require, there shall be furnished to Owner such statements, records, reports, data and information, Owner may request pertaining to matters covered by this Agreement. Unless authorized by Owner, Consultant will not release any information concerning the work product including any reports or other documents prepared pursuant to the Agreement until the final product is submitted to Owner.

**11. Establishment and Maintenance of Records:** Records shall be maintained by Consultant in accordance with applicable law and requirements prescribed by Owner with respect to all matters covered by this Agreement. Except with respect to lump sum fees, records of Consultant's expenses and those of its consultants pertaining to the Services provided shall be kept on the basis of generally accepted accounting principles. Except as otherwise authorized by Owner, such records shall be maintained for a period of three (3) years after receipt of final payment under this Agreement and shall be available to Owner until all applicable statutes of limitation have run. This Section 11 shall survive and continue beyond the termination of this Agreement or any of its provisions.

**12. Audits:** At any time during normal business hours and as often as Owner may deem necessary, there shall be made available to Owner, or its representative, for examination all of Consultant's records with respect to all matters covered by this Agreement. Consultant shall permit Owner to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, and other data relating to all matters covered by this Agreement. Owner shall have the right to audit all such records and billings both before and after payment. Payment under this Agreement shall not foreclose the right of Owner to recover excessive or illegal payments. Consultant and its sub-consultants shall not be compensated under this Agreement for time or costs incurred in complying with this Section.

**13. Ownership and Use of Documents:**

13.1 *Ownership.* All designs, drawings, specifications, notes, computer discs and generated work, regardless of the media used, and other work developed in the performance of this Agreement are the sole property of Owner. This includes, but is not limited to, original construction documents such as calculations, technical data, and data related specifically to any Project awarded under this Agreement, field notes, project manuals, and related documents and other such items developed by Consultant in connection with an awarded Project. All such documents shall vest in and shall become the sole property of Owner whether the Project for which they are made is constructed or not. Production costs of such materials shall be included within Consultant's Basic Services Fee for a Project. With respect to computer programs and computer data, Owner, at its option and at its cost, may require that Consultant provide any and all computer licensing agreements necessary to permit Owner to use computer programs and data related to an awarded Project. As part of the Basic Services Fee, Consultant may maintain and retain a complete reproducible set of any and all record documents developed for a Project. Delivery of original documents shall not be required by Owner prior to completion of the performance or termination of a Project. Electronic data delivered to and accepted by Owner shall not include the professional stamp or signature of an engineer or architect. Owner agrees that Consultant shall not be liable for claims, liabilities or losses arising out of, or connected with the decline of accuracy or readability

of accepted electronic data due to inappropriate storage conditions or duration.

13.2 *Prohibition on Reuse.* All documents, including drawings and specifications prepared by Consultant pursuant to this Agreement, are instruments of service in respect to an awarded Project. They are not intended or represented by Consultant to be suitable for reuse by Owner on any other project. The original drawings may be marked by Owner or Consultant to designate the restrictions on use of these documents as set forth in this Section.

13.3 *Copyright.* No reports, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of Consultant. However, Consultant may use these documents as reference and research materials and as representations of the design of an awarded Project, including photographs of the work among Consultant's promotional and professional materials, provided however that such documents and materials shall not include Owner's confidential or proprietary information in the event Owner has previously advised Consultant in writing of matters that Owner considers confidential or proprietary. Owner shall provide professional credit for Consultant in promotional materials for an awarded Project if so requested, in writing, by Consultant.

13.4 *Additional Copies.* In the event Owner requires additional copies of the documents prepared under this Agreement, prior to Consultant's delivery of the original documents to Owner, Consultant agrees to promptly provide copies upon request and Owner agrees to reimburse Consultant for reasonable costs of reproduction, not to exceed actual costs of reproduction including labor costs expended in providing the requested copies.

**14. Ethical Conduct:**

14.1 *General.* Consultant warrants that it will perform the Services under this Agreement in compliance with the Ethical Conduct provisions (§2-390) and Unfair Business Practices provisions (§2-376) of the Procurement Ordinance, the Water Authority Code of Conduct, the Governmental Conduct Act (Sections 10-16-1 through 10-16-18, NMSA), the New Mexico criminal statutes prohibiting bribes, gratuities and kickbacks (Sections 30-41-1 through 30-41-3 NMSA 1978), and any other Water Authority or New Mexico laws, ordinances, rules and regulations, policies, procedures and administrative instructions applicable to ethical conduct. Consultant warrants that is presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this Agreement.

14.2 *Employee Conflicts.* Consultant further covenants that, in the performance of this Agreement, no person having a direct or indirect interest which would conflict in any manner or degree with his or her performance in connection with this Agreement shall be employed by Consultant. Consultant also agrees that neither it nor anyone employed by it shall have an interest, direct or indirect, in any company hired for an awarded Project as a contractor, subcontractor, supplier, or manufacturer, except for those areas of construction for which Owner provides construction phase inspection that is independent of Consultant.

14.3 *Litigation.* Consultant agrees to not serve in the capacity of architect, engineer, consultant, expert, or expert witness for any party to litigation or pending litigation holding an adverse position to, or claim against, Owner on the same subject matter for which Consultant performs Services pursuant to the terms of this Agreement.

**15. Unfair Business Practices:** Consultant agrees to comply with the Unfair Business

Practices provisions (§2-376) of the Procurement Ordinance and the New Mexico Unfair Business Practices Act, Section 57-12-1 et seq. NMSA 1978 (the "Act"). If during the term of this Agreement Consultant has been found to engage in any Unfair Business Practices Consultant agrees to report that finding to the Water Authority Central Purchasing Office. Unfair Business Practices are defined as a system or pattern of acts or practices that a federal or State enforcement agency has made a formal finding within the last three years to be discriminatory, deceptive, fraudulent, or abusive (or similar terms) under the Act, or an applicable federal or State consumer protection law relating to the Scope of this Agreement or that have violated a relevant criminal statute, as evidenced by a public enforcement order or judgment, settlement with the enforcement agency, or other formal finding by the relevant enforcement agency with regulatory enforcement authority under the applicable consumer protection law, or criminal conviction.

**16. Compliance with Laws:** In providing the Services outlined herein, Consultant shall comply with all applicable laws, ordinances, and codes of the federal, State, and local governments, including, but not limited to the New Mexico Human Rights Act, Title VII of the federal Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and all federal, State and local statutes, regulations and executive orders relating to civil rights.

**17. Changes:** If changes occur in the terms and conditions of this Agreement, scope of services, or the description of the Project, a supplemental agreement may be negotiated at the request of either party.

**18. Assignability:** Consultant shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement (whether by assignment or novation), without the prior written consent of Owner thereto.

**19. Dispute Resolution:**

19.1 *Mediation Procedures*. In the event a dispute concerning this Agreement arises, any party seeking relief shall mail or deliver a written demand to the other party, describing the relief sought and the basis for such relief within a reasonable time after the claim, dispute or other matter in question has arisen. Owner and Consultant shall attempt to informally negotiate a resolution of such demand. In the event the negotiations fail or no resolution is reached within fifteen (15) days after receipt of the demand, whichever first occurs, the dispute shall be submitted to non-binding mediation. Each party shall pay in equal shares all fees and costs assessed by the mediator. Unless agreed in writing otherwise, the failure of any party making a demand to request mediation within thirty (30) days of the original submission of the demand shall be deemed a waiver of mediation requirements herein, and the parties shall proceed pursuant to arbitration. In the event the dispute is submitted to arbitration, the parties may enter into a written agreement to stay arbitration pending completion of mediation.

19.2 *Arbitration*. If mediation is not successful, any dispute concerning this Agreement, or the performance, interpretation, or breach thereof, shall then be settled by arbitration pursuant to the Uniform Arbitration Act, Section 44-7A-1 et seq. NMSA 1978 (the "NMUAA") then in effect. The arbitrator(s) shall have no power to render an award, which has the effect of altering or amending or changing in any way any provision of this Agreement. The award of the arbitrator(s) shall be final and binding. Judgment upon any such award shall be rendered only by any state or federal court sitting in Bernalillo County, New Mexico. Any and all arbitration proceedings, including discovery ordered by the arbitrator(s) shall take place in Bernalillo County, New Mexico.

In any such arbitration, the arbitrator(s) shall have the powers of a court having jurisdiction as well as all of the powers pursuant to the NMUAA. Without limiting the generality of the foregoing, the arbitrator(s) shall have the power to issue orders for injunctive relief.

19.3 *Demand for Arbitration.* Notice of demand for arbitration must be filed in writing with the other parties subject to this Section in accordance with the NMUAA. The demand must be made within a reasonable time after the claim, dispute or other matter in question has arisen, or mediation has terminated, whichever event occurs last. In no event may the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

19.4 *Injunctive Relief.* Owner and Consultant consent and agree to the issuance of any temporary restraining order or preliminary injunction, by any Court sitting in Bernalillo County, New Mexico having jurisdiction, upon the application of any party to the arbitration. Such authority of a Court to order injunctive relief shall terminate upon completion of the appointment of an arbitrator(s) who will then have jurisdiction to issue orders for injunctive relief. Any party to the arbitration may apply to the arbitrator(s) for issuance of an injunction or similar relief, and such application shall be heard by the arbitrator(s) within ten (10) days after the application is filed. Any Court in Bernalillo County having jurisdiction to render an order confirming the award of the arbitrator(s) shall have jurisdiction to enter an order confirming the issuance of such injunction and making it an order of the Court.

19.5 *Consolidation and Joinder.* Owner and Consultant consent to the joinder in arbitration of any party necessary for the complete resolution of all disputes arising out of the performance of contracts pertaining to the Work of the Project, including but not limited to the Contractor and its subcontractors and suppliers and any other interested party.

19.6 *Dispute Resolution.* In the event Owner enters into a construction contract for an awarded Project, Owner shall include a similar dispute resolution provision (with appropriate changes in the description of the parties) in its contract with the Contractor.

**20. Project Suspension:** If an awarded Project is suspended for more than three (3) months or abandoned in whole or in part, Consultant shall be compensated for its Services performed prior to receipt of written notice from Owner of such suspension or abandonment, together with expenses then due. If the Project is resumed after being suspended for more than three (3) months, Consultant's compensation shall be subject to renegotiation. In the event fees cannot be agreed upon, Owner may select another consultant, and Consultant shall be entitled to no further fees.

**21. Termination:**

21.1 *Termination for Default.* If either party should fail to fulfill in timely and proper manner its obligations under this Agreement, or if either party should violate any of the covenants, agreements, or stipulations of this Agreement, such party, in addition to remedies available under the terms of this Agreement, thereupon shall have the right to terminate this Agreement by giving written notice to the other party of such termination and specifying the effective date thereof at least fifteen (15) days before the effective date of such termination. Neither Party shall be liable to the other for any special, incidental, indirect, or consequential damages whatsoever arising out of or relating in any way to this agreement. Consultant shall not be responsible for damages caused by Owner's delay. Consultant shall not be entitled to delay damages against Owner for delay of the performance of this Agreement caused by Owner or any third parties.

21.2 *Termination Due to Abandonment.* In the event that an awarded Project is abandoned by Owner, Owner may terminate the applicable Work Order at any time by giving at least fifteen (15) days written notice to Consultant.

21.3 *Termination for Convenience of Owner.* Owner may terminate this Agreement, in whole or in part, without cause and for Owner's convenience at any time by giving at least fifteen (15) days written notice to Consultant.

21.4 *Termination Due to Non-Funding.* In the event the construction project funds out of which this Agreement is funded are depleted to the extent the funds are inadequate for Owner to make the payments required pursuant to this Agreement, Owner may terminate this Agreement by giving at least ten (10) days written notice to Consultant.

21.5 *Effect of Termination.* Upon Consultant's receipt of a notice of termination, Consultant shall promptly discontinue all Services affected, unless otherwise directed in writing by Owner. All finished or unfinished documents, data, sketches, calculations, summaries, estimates, records, schedules, studies, surveys, drawings, maps, models, photographs, reports, and such other information and data accumulated in the performance of Services under this Agreement, whether complete or in progress, prepared by Consultant under this Agreement shall become Owner's property regardless of the cause for termination. Consultant shall be entitled to receive compensation for actual work satisfactorily completed hereunder, including reimbursable expenses authorized by Owner which are then due. Neither party is entitled to recover any consequential damages, including, but not limited to, loss of anticipated profits, for any termination allowed pursuant to this Section. In the event of termination, Owner may take over the Work of the Project and continue the Project by contract with another party or with its own staff.

**22. Formal Notices:** All notices herein provided to be given, or which may be given, by either party to the other shall be deemed to have been fully given when made in writing and deposited in the United States mail, postage prepaid. In the instance of termination of this Agreement, notice shall be sent by certified mail, addressed as follows:

Albuquerque Bernalillo County Water Utility Authority
One Civic Plaza NW, Room 5012
Albuquerque, New Mexico 87102

Nothing herein contained shall preclude the giving of any such written notice by personal service. The address to which notices shall be mailed to either party may be changed by written notice given by such party to the other as hereinabove provided. In addition, nothing contained herein shall preclude the transmission of routine correspondence, messages and information between the respective parties to this Agreement, either at a Project site or at the home offices of either party, or by an official of either party or their representatives.

**23. Construction and Severability:** If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

**24. Entire Agreement:** The RFP, Consultant's Proposal submitted in response to the RFP, and all Exhibits and other documents attached or referred to in this Agreement, or within the standard of care of the industry, are hereby incorporated into and made a part hereof as though set forth in full in this Agreement to the extent they are consistent with its conditions and terms. The

terms RFP, Proposal, Agreement and Work Order as used herein, include all Addenda, modifications, amendments, supplements and adjustments to these documents unless otherwise stated. In the event of a conflict, the documents shall have precedence as follows: the Exhibits to the Agreement, the Agreement, the RFP and the Consultant's Proposal.

The Work Order Documents for any Work Orders issued to the Consultant are also incorporated into and made a part of this Agreement as though set forth in full. In the event of a conflict, the Work Order Documents, shall have precedence.

This Agreement and incorporated documents contain the entire agreement of the parties and supersede any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

**25. Applicable Law:** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Mexico.

**26. Approval Required:** This Agreement shall not become effective or binding until approved by the Executive Director of the Water Authority.

**IN WITNESS WHEREOF**, Owner and Consultant have executed this Agreement as of the last date written below.

**ALBUQUERQUE BERNALILLO COUNTY WATER UTILITY AUTHORITY**

**Approved By:**

Mark S. Sanchez, Executive Director

Date: 12/11/19

**Recommended By:**

John M. Stomp III, P.E.
Chief Operating Officer

Date: 12/10/19

**Reviewed by:**

Peter Auh, General Counsel

Date: 12/10/19

**HAZEN AND SAWYER**

By: Greg Gates

Title: Vice President

Date: 11/25/2019

New Mexico Architect/Engineer Certificate No:

14234

# EXHIBIT A
## SCOPE OF SERVICES

Provide a variety of engineering services including civil, structural, electrical, and mechanical engineering or other related activities as determined by the Water Authority. The Engineer shall render professional engineering services as described below:

A. Basic Services:

a. The Owner's Project Manager shall provide the Project Engineer a description of the desired services for each specific work assignment that may include the following:

i. environmental and other necessary permits,
ii. geotechnical and structural analysis,
iii. Field Reconnaissance Surveys (that field work performed to determine the scope of design surveys necessary to determine existing conditions for establishing the basis for design) and design surveys,
iv. collecting field and other related data,
v. hydraulic or other modeling,
vi. process modeling and optimization studies,
vii. preparing technical specifications,
viii. assisting with equipment and other procurement,
ix. attending and presenting project information to neighborhoods and/or respective neighborhood associations, school administrators, public, and other state, local and regional agencies,
x. developing detailed construction and operation and maintenance costs estimates,
xi. studies, reports, and technical memorandums,
xii. preliminary and final designs with bid documents,
xiii. record drawings, asset management/onboarding, and cost data support,
xiv. bid-phase and/or construction-phase services,
xv. construction management and/or inspection,
xvi. construction start-up services including Operations and Maintenance Manuals, providing operations personnel, standard operating procedures and other training, and
xvii. other tasks as authorized by the Owner for a variety of utility and plant work assignments.

b. These work assignments will involve work on a variety of Water Authority assets, including, but are not limited to:

i. ***Potable Water, Reuse Water and Sanitary Sewer Lines:*** The Water Authority is embarking on an aggressive program for evaluation and rehabilitation of large diameter Interceptor Sanitary Sewer lines, in addition

to the ongoing rehab and replacement of water transmission mains and small diameter water distribution and sewer collector lines.

ii. ***Potable Water, Reuse Water and Wastewater Systems Facilities:*** The Water Authority will continue to need support at all our plant facilities, including treatment plants, wells, booster pumping stations, raw water diversion systems, reservoirs, sanitary lift stations, vacuum stations, odor control stations, and chemical transfer stations.

c. For each prospective work task, the Project Engineer shall submit a detailed proposal of the scope. The Project Engineer must receive a written Work Order from the Owner's Project Manager for each work assignment before proceeding with the work assignment. Certain work assignments may require a fast response design to meet urgent and possibly emergency or critical situations. The Project Engineer shall be responsible for providing quality assurance/quality control (QA/QC) in accordance with the firm's written policies and in accordance with industry standards.

d. The Engineer shall coordinate its work with the Owner's Project Manager, other designated Owner representatives, and its sub-consultants.

e. All engineering designs shall be in accordance with generally accepted professional engineering practice and shall be in accordance with the City of Albuquerque Development Process Manual, as amended, except as otherwise agreed to by the parties to this Agreement.

f. The City of Albuquerque Standard Specifications for Public Works Construction, as amended, shall be utilized wherever applicable.

i. Possible third-party services consisting of geotechnical investigations and testing, architectural services, expert witness litigation support, or other services may be required, if requested by the Owner.

ii. City of Albuquerque General Terms and Conditions for Construction included in the City of Albuquerque Standard Specifications do not apply.

B. Performance:

a. The Engineer hereby agrees that, immediately upon the execution of this Agreement, it will be available to enter upon the duties herein prescribed, proceed with the work continuously, and make the various submittals on or before the schedule agreed to by the Engineer and Owner for each work assignment.

b. Written Authorization: The Owner shall not pay the Engineer for any services rendered before written authorization by the Owner's Project Manager, as defined in this Agreement, or the Owner's Chief Operating Officer is received by the

Project Engineer, and the Owner shall not be liable to the Engineer for payment for such services.

c. If any delay is caused to the Engineer by order of the Owner's Project Manager to change the scope of work, or by failure of the Owner to provide the necessary reviews in a timely manner, or to supply or cause to be supplied any data not otherwise available to the Engineer that is required in performing the work described, or by other delays due to causes beyond the control of the Engineer, then, in that event, the time schedules will be adjusted equitably in writing, as mutually agreed between the Owner and the Engineer.

d. Since the work of the Engineer must be coordinated with the activities of the Owner (including firms employed by and governmental agencies and subdivisions working with the Owner), the Engineer shall advise the Owner's Project Manager in advance of all meetings and conferences between the Engineer and any governmental agency, political subdivision, or third party which is necessary to the performance of the work of the Engineer.

C. Work Order Instructions:

a. Overview: The Water Authority may issue individual Work Orders under the Agreement resulting from this RFP, for Services of the type described in Appendix A to this RFP. Services for a Work Order may be connected with construction work in any location or locations within Bernalillo County, dependent upon the needs of the Water Authority. Work Orders will be made up of any combination of Services required and may be issued at any time during the term of the Agreement. The Water Authority does not guarantee that any Work Orders or any dollar value of Work Orders will be awarded under this RFP to those Offerors awarded contracts.

b. Evaluation:

i. *Evaluation Criteria.* In selecting a Consultant for a Work Order Project, the following criteria may apply: current organization chart of the personnel assigned to the Work Order that may be issued by the Water Authority, approach to complete the Services associated with the Work Order, experience of the Consultant and its superintendent/project manager and project team, experience of proposed subcontractor(s), the nature and urgency of the Services, locality of the project team, coordination with the Water Authority's needs, coordination with other Services currently being provided, performance on previously issued Work Orders under this RFP and/or other Water Authority projects, scheduling and available staffing, cost, and other similar criteria.

ii. *Evaluation Process.* The Water Authority will determine the appropriate evaluation criteria and review and score the qualifications submitted by the on-call Consultants on the basis of those criteria. Task orders providing additional information about the on-call Consultants' approach to the

Services, proposed pricing, or other relevant information may be requested prior to or during the evaluation and interviews may be conducted if determined necessary. Unless special project requirements or emergency or critical circumstances dictate that Owner evaluate fewer on-call Consultants, the Water Authority will solicit qualification statements from no less than three of the on-call Consultants eligible for the type of Services required by the Work Order.

iii. *Review and Approval.* The Water Authority will document the evaluation which shall be reviewed by various staff members and signed by the Chief Engineer. The evaluation and any additional justification for the award of the Work Order shall be included in the procurement file. The final choice of an on-call Consultant for a Work Order Project or Services will be at the discretion of the Water Authority.

c. Negotiation: Following the selection process, the Water Authority shall negotiate with the selected firm to establish the Work Order Contract Price, a time and schedule for completion of the Work Order Services, and additional terms as needed. Negotiations may be based upon man-hour estimates submitted as part of a cost proposal submitted by the top ranked on-call Consultants.

Should the Water Authority and an on-call Contractor be unable to establish mutually acceptable pricing, or other significant terms and conditions for a proposed Work Order, the Water Authority may select another on-call Contractor eligible to provide the type of Services required or may elect to terminate the authorization process for the applicable Work Order. In the latter event, the Water Authority may proceed to obtain the Services by solicitation or other means available under the Procurement Ordinance, without further obligation.

d. Execution and Delivery/Authorization Required.

i. *Work Order Authorization.* Following successful negotiations, a Work Order Authorization, in the form provided by the Water Authority, will be prepared and signed by the Project Manager and additional Water Authority personnel, as required. The signed Work Order Form will be provided to Consultant for signature and return to the Water Authority with all documents required, including but not limited to, a list of all personnel assigned to the Project. Failure of Consultant to deliver the required documents within a reasonable time after receipt shall entitle the Water Authority to rescind the Work Order Authorization.

ii. Notice to Proceed. After final approval by the Water Authority, a purchase order will be issued for the Project and the purchase order and Work Order Authorization Form will be returned to the Consultant, in hard copy or electronically, as a Notice to Proceed with the Work Order Services. The Consultant must not proceed with the Services until receipt of proper authorization, i.e. a validly signed Work Order Authorization Form and

purchase order. No payment will be made to the Consultant for Services performed without this authorization.

e. Emergency or Critical Services: The Central Purchasing Office or Executive Director may make an emergency procurement of professional services under this RFP upon determining that there are urgent and compelling reasons, in accordance with the emergency procurement requirements of the Procurement Ordinance. In such event, an on-call Consultant may be selected for the emergency or critical services without use of the evaluation and selection process previously identified.

   All verbal authorizations for the emergency services shall be followed up with proper written documentation including a completed Work Order Authorization Form, and all other necessary forms, as soon as possible after start of any emergency Services.

f. Progress Reports: Each Consultant selected for a Work Order shall submit a progress report once each calendar month, on or before the fifteenth day of the month for the preceding month, showing the status of all outstanding Work Orders awarded to the Consultant that pertain to the Agreement resulting from this RFP. These reports shall include the following items.

   1. Work Order Number
   2. Short Title
   3. Date Work Order Issued to Consultant
   4. Scheduled Start Date for Work Order Services
   5. Scheduled Completion Date
   6. Percent (%) Completed
   7. Actual Date of Completion
   8. Explanation re additional time required, if applicable.

**ALBUQUERQUE-BERNALILLO COUNTY WATER UTILITY AUTHORITY**
**CONTRACT CONTROL FORM**

CCN: 2020-0029.1 Purchase Order No.: MC000008 GL/JL: 28000/165100

Purchasing Contact: Rachel Lopez 289-3271

User Contact: David Laughlin 289-3035

Type of Agreement: A/E

Description: 1st Supplement to Add Money to On Call Professional Engineering and Related Services Agreement 02313.00
Vendor: Hazen & Sawyer
Vendor No.: 142776
Vendor Contact: Greg Gates ggates@hazenandsawyer.com

Contract Term: 12/11/19 To: 12/10/22

Amount Added with this supplement: $ 500,000.00
Contract Total: $ 1,000,000.00 plus NMGRT

| APPROVALS REQUIRED: | Approved by (initial) | Approval Date |
|---|---|---|
| Purchasing Administrator: | CK | 2/19/2020 |
| Purchasing Officer: | JD | 2/19/2020 |
| Attorney: | | 2/20/20 |
| CFO: | | |
| COO: | | 2/21/20 |
| Vendor: | | |
| Executive Director: | | 2/21/20 |
| Other: | | |

Board Approval Required? ☐ Yes ☒ No

Bill No. C-19-36 Date: 12/4/19 Approved: $500,000 (taxes included/taxes excluded)

1. What item is being requested for review? (CIRCLE ONE) ***Executive Director has ability to execute amendments***

NEW CONTRACT / ADDITIONAL SERVICES / CHANGE ORDER / DEVELOPER AGREEMENT

PURCHASE ORDER or ADJUSTMENT / SUPPLEMENT / GRANT (please specify)

2. What will this item do? 1st Supplement Add Money to On-Call Professional Engineering and Related Services Agreement

3. Why is it needed? Provide On-Call Professional Engineering services needed for On-Call Construction Projects.

4. How much will it cost and what is the funding source. Increase compensation to $1,000,000.

5. Does this action require/authorize any movement of funds within the CIP administratively or commits to a clean-up in the future? No. It's in the Decade Plan

6. What will happen if this/these item(s) is/are not approved? Future projects will not be completed.

# FIRST SUPPLMENTAL AGREEMENT
## BETWEEN THE
## ALBUQUEQRUE BERNALILLO COUNTY WATER UTILITY AUTHORITY
## AND
## HAZEN AND SAWYER D.P.C.
## ON CALL PROFESSIONAL ENGINEERING SERVICES P2020000003

**Project No. 02313.00**

THIS FIRST SUPPLEMENTAL AGREEMENT is made and entered into on the date of the last signature entered below by and between the Albuquerque Bernalillo County Water Utility Authority, a New Mexico political subdivision, hereinafter referred to as "Owner" or the "Water Authority", and Hazen and Sawyer DPC, hereinafter referred to as the "Consultant," a New York corporation, whose address is 100 Sun Ave., N.E., Ste. 206, Albuquerque, NM 87109.

In consideration of the mutual obligations stated herein, the parties hereto agree as follows:

1. Section 3.1. Total Compensation, is hereby amended to read as follows:

3.1. *Total Compensation.* For performing the Services specified in Section 1 hereof, Owner agrees to pay Consultant up to the amount of **One Million Dollars ($1,000,000.00)**, plus any applicable gross receipts taxes (the "Total Compensation"). The actual compensation payable shall be the summation of the Total Contract Price of all individual Work Orders awarded under this Agreement. Owner is not obligated to pay any amount to Consultant under this Agreement except pursuant to a Work Order for Services signed by the parties.

2. Except as herein expressly amended, the terms and conditions of the Original Agreement, including any prior supplements, shall remain unchanged and shall continue in full force and effect unless there is a conflict between the terms and conditions of the Original Agreement, including any prior supplements, and this First Supplemental Agreement, in which event, the terms and conditions of this First Supplemental Agreement shall control.

3. This First Supplemental Agreement shall not become effective or binding until approved by the Water Authority's Executive Director.

**IN WITNESS WHEREOF,** the "Owner" and "Consultant" have executed this First Supplemental Agreement as of the date of the last signature entered below.

**ALBUQUERQUE BERNALILLO COUNTY WATER UTILITY AUTHORITY**

**Approved By:**

Mark S. Sanchez, Executive Director

Date: 2/21/20

**Recommended By:**

John M. Stomp III, P.E.
Chief Operating Officer

Date: 2/21/20

**Reviewed by:**

Peter Auh, General Counsel

Date: 2/20/20

**HAZEN AND SAWYER, D.P.C.**

By: Gregory B. Gates

Title: Vice President

Date: 2/24/2020

New Mexico Architect/Engineer Certificate No:

14234

# City of Santa Fe

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

## BUSINESS REGISTRATION

**Business Name:** HAZEN AND SAWYER DPC
DBA: HAZEN AND SAWYER DPC

**Business Location:** 498 7TH AVE 11TH FL
NEW YORK CITY, NY 10018

**CRS Number:** 03-405247-00-0

**Owner:** HAZEN AND SAWYER DPC

**License Number:** 224218

**License Type:** Business License - Renewable

**Issued Date:** February 18, 2021

**Classification:** Out of Jurisdiction Business License

**Expiration Date:** February 18, 2022

**Fees Paid:** $10.00

HAZEN AND SAWYER DPC
498 7TH AVE 11TH FL
NEW YORK CITY, NY 10018

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**

HAZE&SA-01 ABAREFOOT

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/25/2021

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

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

PRODUCER
Ames & Gough
8300 Greensboro Drive
Suite 980
McLean, VA 22102

CONTACT NAME:
PHONE (A/C, No, Ext): (703) 827-2277 FAX (A/C, No): (703) 827-2279
E-MAIL ADDRESS: admin@amesgough.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Hartford Fire Insurance Company A+ (XV) | 19682 |
| INSURER B : Twin City Fire Insurance Company A+ (XV) | 29459 |
| INSURER C : Continental Casualty Company (CNA) A, XV | 20443 |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED
Hazen and Sawyer
498 Seventh Avenue
New York, NY 10018

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ 1,000,000 |
| | CLAIMS-MADE X OCCUR | X | X | 42UUNOL5499 | 3/29/2021 | 3/29/2022 | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 1,000,000 |
| | X Contractual Liab. | | | | | | MED EXP (Any one person) | $ 10,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | POLICY X PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | OTHER: | | | | | | | $ |
| A | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ 2,000,000 |
| | X ANY AUTO | | | 42UENOL5501 | 3/29/2021 | 3/29/2022 | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | Comp./Coll. Ded | $ 1,000 |
| | UMBRELLA LIAB OCCUR | | | | | | EACH OCCURRENCE | $ |
| | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | DED RETENTION $ | | | | | | | $ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | X PER STATUTE OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N | N/A | X | 42WBOL6H6E | 3/29/2021 | 3/29/2022 | E.L. EACH ACCIDENT | $ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |
| C | Professional Liab. | | | AEH008231489 | 3/29/2021 | 3/29/2022 | Per Claim/Aggregate | 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: RFP '19/16/P – On-call Engineering Services for Water System Capital Improvements Program

The City of Santa Fe is included as additional insured with respect to General Liability when required by written contract. General Liability is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and when required by written contract. General Liability and Workers Compensation policies include a waiver of subrogation in favor of the additional insureds where permissible by state law and when required by written contract. 30-day Notice of Cancellation will be issued for the General Liability, Automobile Liability, Workers Compensation and Professional Liability policies in accordance with policy terms and conditions.

**CERTIFICATE HOLDER**

City of Santa Fe
2651 Siringo Road
Building "H"
Santa Fe, NM 87505

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE


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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| **Name Of Additional Insured Person(s) Or Organization(s):** |
|---|
| ANY PERSON OR ORGANIZATION THAT YOU HAVE AGREED TO NAME AS AN ADDITIONAL INSURED IN A WRITTEN CONTRACT OR AGREEMENT PROVIDED THAT THE INJURY OR DAMAGE OCCURS SUBSEQUENT TO THE EXECUTION OF THE CONTRACT OR AGREEMENT. A PERSON OR ORGANIZATION IS INCLUDED AS AN ADDITIONAL INSURED UNDER THIS ENDORSEMENT ONLY FOR THAT TIME PERIOD REQUIRED BY THE CONTRACT OR AGREEMENT. |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

**A.** **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

 © Insurance Services Office, Inc., 2012 

# Santa Fe Metropolitan Planning Organization

DATE: June 1st, 2021

TO: Finance Committee/City Council

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

FROM: Erick J. Aune, MPO Officer (ejaune@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** |

New Mexico DEPARTMENT OF TRANSPORTATION
MOBILITY FOR EVERYONE

**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**<br>**New Mexico Department of Transportation**<br>**Joseph Moriarty**<br>**505-470-8143**<br>**joseph.moriarty@state.nm.us**<br>**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 Transportion**<br>**David Harris - 505 -699-4350, DavidC.Harris@state.nm.us**<br>**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 Dunaway (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 (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 | | | | *{enter as positive #}* | *{enter as negative #}* |
| 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 | MPO192303 | $4,340 | |
| Office Supplies | 2334800 | 530100 | MPO192303 | $156 | |
| Printing/Publishing | 2334800 | 561800 | MPO192303 | $2,160 | |
| Rep& Maint Furn/Fix/Equip | 2334800 | 520300 | MPO192303 | $169 | |
| BooksSubscriptions/Periodicals | 2334800 | 530700 | MPO192303 | $250 | |
| Out of State Per Diem | 2334800 | 560200 | MPO192303 | $820 | |
| Out of State Transportation | 2334800 | 560500 | MPO192303 | $664 | |
| In State Per Diem | 2334800 | 560250 | MPO192303 | $170 | |
| In State Transportation | 2334800 | 560550 | MPO192303 | $120 | |
| Operating Supplies | 2334800 | 530200 | MPO192303 | $1,600 | |
| Dues | 2334800 | 561900 | MPO192303 | $300 | |
| Food | 2334800 | 530400 | MPO192303 | $100 | |
| Registration | 2334800 | 560700 | MPO192303 | $840 | |
| REVENUES | | | | *{enter as negative #}* | *{enter as positive #}* |
| NM Hwy & Trans Dept-IFT | 2334800 | 490740 | MPO192302 | -$228,298 | |
| NM Hwy & Trans Dept-IFT | 2334800 | 490740 | MPO192303 | -$71,513 | |
| | | | | -$299,811 | $ - |

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

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 tranfered into fund on July 1st, 2020

The MPO is funded by two federal grants: Sec 112 FHWA 80% and Sec 5303 FTA 20%

*{Complete section below if BAR results in a net change to ANY Fund}*

| Fund(s) Affected | Fund Balance Increase/(Decrease) |
|---|---|
| | |
| | |
| | |
| **TOTAL:** | **0** |

*{Use this form for Finance Committee/ City Council agenda items ONLY}*

**CITY COUNCIL APPROVAL**

*City Council Approval Date*

*Agenda Item #:*

| | | | |
|---|---|---|---|
| | | Andy Hopkins | 5/12/21 |
| Prepared By *{print name}* | Date | Budget Officer | Date |
| Erick Aune | 5/12/2021 | N/A | |
| Division Director Signature *{optional}* | Date | Finance Director *{≤ $5,000}* | Date |
| Eli Isaacson | 5/12/2021 | N/A | |
| Department Director Signature | Date | City Manager *{≤ $60,000}* | Date |

ITEM # 16-1055

Contract # M01628

Vendor # 00005-1360

FEDERAL FISCAL YEAR 2019 - 2022

MEMORANDUM OF AGREEMENT

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**

Tom Church, Cabinet Secretary (or Designee)

10/1/18
Date

Gloria Regensberg, Assistant General Counsel

Gloria Regensberg
Gloria Regensberg, Assistant General Counsel

10/28/2018
Date

**Santa Fe Metropolitan Planning Organization**

Ed Moreno, SFMPO Transportation Policy Board Chair

9/11/2018
Date

08/28/2018
Date

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

CITY OF SANTA FE:

ERIK J. LITZENBERG, CITY MANAGER

9/21/18
DATE

ATTEST:

Yolanda Y. Vigil
YOLANDA Y. VIGIL, CITY CLERK

9-26-18
DATE

APPROVED AS TO FORM:

ERIN K. MCSHERRY, CITY ATTORNEY

9/12/18
DATE

APPROVED:

Mary McCoy
MARY T. MCCOY, FINANCE DIRECTOR AM

09/20/18
DATE

**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:

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 H 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 H 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 (OEOP), 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 | Edward H. Moreno |
| 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: Ed 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: _____
Cabinet Secretary or Designee

Santa Fe Metropolitan Planning Organization

Date: August 8, 2018 By: _____

Title: MPO OFFICER

Approved as to form and legal sufficiency.

Date: June 21, 2018 By: _____
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:

_____ DATE: 8/2/18
CITY MANAGER

ATTEST:

Yolanda Y. Vigil DATE: 8-6-18
CITY CLERK

APPROVED AS TO FORM:

_____ DATE: 7/15/18
CITY ATTORNEY

APPROVED:

Mary McCoy DATE: 08/01/18
FINANCE DIRECTOR

**ACTION SHEET**
**PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 06/07/2021**

**ISSUE NO. 8b**

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
Finance Committee: 06/21/21
Governing Body: 06/09/21

**PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to forward to 6/21/2021 Finance Committee.**

**SPECIAL CONDITIONS OR AMENDMENTS:**

**STAFF FOLLOW UP:**

| VOTE: | FOR | AGAINST | ABSTAIN |
|---|---|---|---|
| COUNCILOR RIVERA, CHAIR | EXCUSED | | |
| COUNCILOR GARCIA | X | | |
| COUNCILOR ABEYTA | X | | |
| COUNCILOR LINDELL | EXCUSED | | |
| COUNCILOR VIGIL COPPLER | X | | |

# City of Santa Fe, New Mexico
## Memorandum

**DATE:** 10 May 2021

**TO:** Mayor Alan Webber and City Council
Finance Committee

**VIA:** Jarel LaPan Hill, City Manager
Mary McCoy, Finance Department Director
Fran Dunaway, Chief Procurement Officer
Kyra Ochoa, Community Health and Safety Department Director BW

**FROM:** Brian Williams, Acting Director Office of Emergency Management and Safety BW

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**ITEM AND ISSUE:**

Request for Approval of the 2020 State Homeland Security Grant Program Sub-Grant Agreement EMW-2020-SS-0127-S01 in the total amount of $262,749.19; New Mexico Department of Homeland Security and Emergency Management. Brian Williams, Acting Director Emergency Management and Safety, bgwilliams@santafenm.gov, 505-469-1484.

**BACKGROUND AND SUMMARY:**

The City of Santa Fe applied for this reimbursable Federal Preparedness Grant through the United States Department of Homeland Security and the Federal Emergency Management Agency, and administered by the New Mexico Department of Homeland Security and Emergency Management (NM DHSEM) to fund development and sustainment of emergency response and recovery capabilities. Projects are competitively awarded by NM DHSEM in accordance with State funding priorities.

The Emergency Management Director is responsible for ensuring the conditions of this grant are met, including providing and receiving required training, citywide compliance with the National Incident Management System, conducting emergency response exercises, and developing and maintaining appropriate emergency management plans for the City. All expenditures must be pre-approved by the New Mexico Department of Homeland Security and Emergency Management.

| Project | Amount |
|---|---|
| 1. Santa Fe Police Department Special Operations (Dynamic Entry Equipment, Ballistic Protective equipment, Long-Range Acoustic Device (LRAD), Tactical lighting for rifles, additional Police Canine capability and training ) | $262,749.19 |

**PROCUREMENT METHOD:**
The SF PD will comply with City procurement for these items.

**FUNDING SOURCE:**

State Homeland Security Grant Program. This grant is 100% federally funded, there is no local share.

The funding source is:
**Fund Name/Number**: Emergency Mngt./Fund 221
**Munis Org Name/Number:** Office of Emergency Mngt./2212850
**Munis Object Name/Number:** Fed Grant/490610

**ACTION REQUESTED:**
The Office of Emergency Management and Safety respectfully requests your review and approval.

State of New Mexico
**DEPARTMENT OF HOMELAND SECURITY & EMERGENCY MANAGEMENT**
P.O. Box 27111
Santa Fe, NM 87502

# SUB-RECIPIENT GRANT AGREEMENT
## 2020 State Homeland Security Grant Program (SHSGP)
**2020 Federal Grant No.: EMW-2020-SS-00127-S01 CFDA No.: 97.067**

| 1. SUB-GRANT NO. | 2. SUB-RECIPIENT NAME | 3. FIDUCIARY NAME |
|---|---|---|
| EMW-2020-SS-0127-S01 | City of Santa Fe | City of Santa Fe |

| 4. STATE DFA SUPPLIER ID | 5. EIN NUMBER | 6. DUNS NUMBER | 7. CAGE CODE |
|---|---|---|---|
| 54360 | 85-6000168 | 069420818 | 4C987 |

| 8. SUB- RECIPIENT PHYSICAL ADDRESS | 9. SUB-RECIPIENT REMIT ADDRESS |
|---|---|
| 200 Lincoln Ave.<br>Santa Fe, New Mexico 87501 | 200 Lincoln Ave.<br>Santa Fe, New Mexico 87501 |

| 10. DHSEM CONTACT NAME: | 11. CONTACT DESK PHONE: | 505-476-9614 |
|---|---|---|
| Victoria Romero | CONTACT FAX NUMBER: | |
| | CONTACT EMAIL ADDRESS: | dhsem.grants@state.nm.us |

| 12a. PERFORMANCE PERIOD START DATE | 1/1/2021 | PERFORMANCE PERIOD END DATE | 6/30/2022 |
|---|---|---|---|

| 13a. SHSGP FEDERAL AWARD | 13b. SHSGP TOTAL SUB-RECIPIENT AWARD |
|---|---|
| $ 262,749.19 | $ 262,749.19 |

| | 14a. NAME OF PROJECT AWARD | 14b. AMOUNT AWARDED |
|---|---|---|
| 1 | Special Operations | $ 262,749.19 |
| 2 | | $ |
| 3 | | $ |
| 4 | | $ |
| 5 | | $ |
| 6 | | $ |
| | TOTAL AMOUNT OF PROJECTS | $ 262,749.19 |

## 15. RECITALS, GRANT REQUIREMENTS, ASSURANCES AND AGREEMENTS

### RECITALS

**WHEREAS**, the New Mexico Department of Homeland Security and Emergency Management (DHSEM) has been designated by the United States Department of Homeland Security (DHS) to serve as grantee, and is thereby authorized to issue this agreement to the applicant and sub-recipient, **City of Santa Fe**.

**WHEREAS**, funding has been obligated from the United States Department of Homeland Security (DHS) pursuant to a request by the applicant and sub-recipient, **City of Santa Fe.**

**NOW, THEREFORE** it is mutually understood and agreed between the grantee, DHSEM, and sub-recipient, **City of Santa Fe** as follows:

### ARTICLE 1: CONTRACT DOCUMENTS

The following additional contract documents are fully incorporated into this agreement and thereby constitute additional terms and conditions of this agreement:

- Required Reimbursement Checklist
- 2020 Homeland Security Grant Program (HSGP) Application
- DHSEM 2020 HSGP Notice of Funding Opportunity

### ARTICLE 2: SCOPE OF WORK

As authorized by the Robert T. Stafford Disaster Relief and Emergency Assistance Act (the Stafford Act), as amended (42 U.S.C Sections 5121 et. seq.), and Section 662 of the Post Katrina Emergency Reform Act of 2006, as amended (6 U.S.C. Section 762), **City of Santa Fe** shall use SHSGP funds to assist in preparing for all-hazards. Specifically, these funds shall be utilized by **City of Santa Fe** to pay for the eligible expenditures per approved projects previously identified in the SHSGP grant application, and approved by the DHSEM Cabinet Secretary. All work performed pursuant to this agreement must comply with the approved SHSGP application, as applicable. All work must be completed within the performance period, between **1/1/2021** and **6/30/2022**. **City of Santa Fe** shall not sub-grant any part of this award to any other entity or organization. Within the first reporting quarter, all awards require confirmation that expenditures in the budget category toward this project will be made. If not, DHSEM may execute a de-obligation of Federal funds, without recourse by **City of Santa Fe.**

### ARTICLE 3: PROJECT ALLOCATION

At the sole discretion of DHSEM, the sub-grant award is subject to cancellation and funds may be de–obligated and reallocated to other projects.

## ARTICLE 4: REPORTING REQUIREMENTS

The sub recipient, **City of Santa Fe** shall submit timely quarterly Financial Progress Reports and a quarterly Performance Progress Report to the DHSEM Grant Specialist. Quarterly reports are due: July 30, October 30, January 30, and April 30, within the period of performance beginning after the conclusion of the first quarter of grant activity. Where applicable, Sub-recipients are required to submit a Bi-annual Strategic Implementation Report (BSIR) through the Grant Reporting Tool (GRT). The final reports are due **15 days** after the end of Period of Performance. Financial Progress Reports shall describe and show the status of the funds, encumbrances, receipts of program income, cash, or in-kind contributions to the project, and whether or not a local match is required. The Final Narrative Report is a summary report, evaluating project activities and measuring performance against project goals and objectives for the entire performance period, and is required in addition to the last quarterly report.

The applicant must immediately report in writing to the DHSEM Grant Specialist any alleged acts or allegations of fraud or misappropriation of funds for work authorized under this Sub-Grant Agreement. This requirement extends further to an obligation by the sub-recipient to report any legal action, lawsuit, bankruptcy, or other action that may jeopardize the successful completion of any authorized project.

## ARTICLE 5: REIMBURSEMENTS

Submission of a request for reimbursement must be accompanied by a financial report form. Reimbursement shall be based upon authorized and allowable expenditures consistent with the project narrative, grant guidelines, and the submission of timely Financial and Performance Progress Reports. Reimbursements may be withheld by DHSEM pending correction of deficiencies. Reimbursement of expenditures shall be requested no later than quarterly for expenditures within the performance period. Each period may only be billed once. Expenditures must be supported with source documentation (e.g. copies of invoices, receipts, timesheets with name/wage/hours, cost allocation, procurements, etc.). Grant staff will not process reimbursement if quarterly performance and fiscal reports are not submitted timely. DHSEM will not expend funds through OPSG until each unique and specific county-level or equivalent Operational Order/Fragmentary Operations Order budget has been reviewed and approved through an official electronic email notice issued by DHS/FEMA.

**Contracts:** All sole-source procurements, single vendor response to a competitive bid, and contracts require DHSEM pre-approval prior to implementation. Requests for reimbursement for contractual services must be accompanied by the relevant contract.
**Local Match:** Local matching funds must clearly support the source, the amount, and the timing of all matching contributions.
**Equipment:** Allowable equipment categories are listed on the web-based Authorized Equipment List (AEL). Screenshots of the AEL number and description are required to be submitted along with the Request for Approval.
**Travel:** All reimbursable travel must be pre-approved by DHSEM 30 days prior to the travel date.
**Per Diem:** Reimbursements for local jurisdictions cannot exceed the rates of the New Mexico Mileage and Per Diem Act.
**Training:** Requires DHSEM pre-approval 30 days prior to registering or participating in training opportunities.
**Exercise:** Requires submission of an After-Action Report/Improvement Plan within 60 days after conduct of exercise.
**Food and Beverages:** Per the National Preparedness Directorate (NPD) allowances, food and/or beverage expenses provided by recipients are allowable costs if:

- The food and/or beverages are provided to participants at training sessions, meetings, or conferences that are allowable activities under the NPD program guidelines; and
- Expenses incurred for food and/or beverages, and provided at training sessions, meetings, or conferences, satisfy the following tests:
    - The cost of the food and/or beverages provided is reasonable
    - The food and/or beverages provided are subject of a work-related event and work continues after meals are served

- Participation by all participants is mandatory; and
- The food and/or beverages provided are not related directly to amusement and/or social event. (Any event where alcohol is being served is considered a social event; therefore, costs associated with the event are not allowed).

**Non-reimbursable Expenses:**

- Transfer of funds between any programs. Contracts, single vendor response to a competitive bid, sole source contracts, and procurements greater than $60,000 not pre-approved by DHSEM.
- Training and related travel costs not pre-approved by DHSEM.
- Construction and renovation.
- Indirect costs (p. 5, Financial Progress Report).
- Supplanting (using federal funds to purchase items previously budgeted for with state or local funds).
- Maintenance and/or wear and tear costs of general use vehicles and emergency response apparatus.
- Equipment purchased for an exercise cannot be used for permanent installation and/or beyond the scope of an exercise.
- Weapons and ammunition.
- Entertainment and sporting events
- Personal items such as laundry, personal hygiene items, magazines, in-room movies, personal travel, personal phone calls.
- Travel insurance, visa, and passport charges.
- Lodging costs which exceeds the State per diem, as appropriate.
- Lunch when travel is wholly within a single day.
- Stand–alone working meals.
- Bar charges, alcoholic beverages.
- Finance, late fees, or interest charges.
- Lobbying, political contributions, legislative liaison activities.
- Organized fund–raising, including salaries of persons while engaged in these activities.
- Land acquisition.
- Expenditures not supported with appropriate documentation when submitted for reimbursement. Only properly documented expenditures will be processed for reimbursement. Unsupported expenditures will be returned to the jurisdiction for resubmission.

## ARTICLE 6: PERFORMANCE MEASURES

Quarterly Progress Reports shall demonstrate performance and progress relative to acceptable performance on applicable critical tasks in Exercises using approved scenarios:

- Progress in achieving project timelines and milestones.
- Percent measurable progress toward completion of project.
- How funds have been expended during reporting period, and explaining expenditures related to the project.

## ARTICLE 7: SUB-RECIPIENT MONITORING POLICY

Periodic monitoring is required to ensure that program goals, objectives, timelines, budgets, and other related program criteria are being met. DHSEM reserves the right to periodically monitor, review, and conduct analysis of financial, programmatic, and administrative policies, procedures, and practices. This monitoring may include review of accounting for receipts and expenditures, cash management, maintaining adequate financial records, means of allocating and tracking costs, contracting, procurement, records management, payroll, means of allocating staff costs, property and equipment management system, progress of project activities, etc.. Monitoring may include desk and field audits. DHSEM will also conduct sub-recipient monitoring through review of the BSIR. Technical assistance is available from DHSEM staff.

## ARTICLE 8: PROCUREMENT

When procuring property and services under this agreement, the sub-recipient will follow 2 CFR 200.318 through 2 CFR 200.326. The sub-recipient must use its own documented procurement procedures which reflect applicable State, local, and tribal laws, and regulations, provided that the procurements conform to applicable Federal law and the standards identified in 2 CFR 200. As such, the sub-recipient must use one of the methods of procurement identified in 2 CFR 200.320. The sub-recipient may request that its procurement system be reviewed by FEMA or DHSEM to determine whether its system meets standards for its system to be compliant.

Contractors that develop or draft specifications, requirements, Statements of Work, and/or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Local bidder's preference is not allowed for federally funded procurements. Procurement from Minority Owned and Women Owned Business is encouraged and must be tracked and reported to DHSEM on the quarterly reports. Procurement transactions shall be conducted to provide maximum open and free competition. Each sole–source procurement single vendor response to a competitive bid, and all purchases require prior approval of DHSEM.

## ARTICLE 9: CONTRACTS

Any contract entered into agreement during this grant period shall comply with applicable, State and Federal government contracting regulations. Contracts for professional and consultant services must include applicable, State and Federal government required contract language, a project budget, and require pre-approval by DHSEM prior to implementation. Contract deliverables must meet the intent of the grant application and grant requirements. Justification is required for compensation for individual consultant services, which must be reasonable and consistent with the amount paid for similar services in the marketplace. Detailed invoices and time and effort reports are required for consultants.

## ARTICLE 10: AUDIT REQUIREMENTS

As the Federal grant recipient, the State of New Mexico requires a sub-recipient expending $750,000 or more in Federal funds in the organization's fiscal year to conduct an organization-wide audit in accordance with 2 CFR 200 Subpart F. **City of Santa Fe** will permit the State of New Mexico Grant and Program officials and auditors to have access to the sub-recipient's and third-party contractors' records and financial statements as necessary for the State of New Mexico to comply with 2 CFR 200 Subpart F. Copies of audit findings must be submitted to DHSEM within 30 days after **City of Santa Fe** receives its audit report, or within a 9-month period of the grant closeout date; whichever is earlier and in accordance with 2 AAC 45.010. Include the Federal agency name, program, grant number and year; the CFDA title and number; and the name of the pass-through agency.

## ARTICLE 11: PROPERTY AND EQUIPMENT MANGEMENT

The sub-recipient will follow the property standards articulated in 2 CFR 200.310 through 2 CFR 200.326. The sub-recipient shall maintain an effective property management system; safeguards to prevent loss, damage, or theft; maintenance procedures to keep equipment in good condition; and disposition procedures. A Property Inventory Report shall be submitted to DHSEM annually each January 30 with the Financial Progress Report during the performance period, and continued submission is required annually until final disposition of the equipment. The sub-recipient shall, when practical, prominently display the following on any equipment purchased with award funds: Purchased with funds provided by the U.S. Department of Homeland Security. No equipment purchased with these grant funds may be assigned to other entities or organizations without the expressed approval in writing from DHSEM, prior to the jurisdiction's encumbrance or expenditure for that equipment. Any disposition of OPSG property or equipment must be pre-approved by DHSEM.

## ARTICLE 12: NEPA/EHP COMPLIANCE

The sub-recipient must provide information to DHSEM to assist with the legally required environmental planning and historic preservation (EHP) review and to ensure compliance with the applicable EHP laws and Executive Orders (EO). These EHP requirements include but are not limited to National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, E 11988 Floodplain Management, EO 11990 Protection of Wetlands, and EO 12898 Environmental Justice. The recipient must comply with all Federal, State and Local EHP requirements and obtain applicable permits and clearances.

Recipients shall not undertake any activity from the project that would result in ground disturbance, facility modification, or relates to the use of sonar equipment without the prior approval of FEMA. These include but are not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings that are 50 years old or older, and exercises. Recipient must comply with all mitigation or treatment measures required for the project as the result of FEMA's EHP review. An EHP Screening Form will not need to be provided for those exercises that are planned to take place at previously approved facilities, such as, fire and police academies, search and rescue training facilities, and explosive testing centers. Any type of exercise that requires any type of land, water, or vegetation disturbance or building of temporary structures must undergo an EHP review.

Any change to an approved project description will require re-evaluation for compliance with EHP requirements before the project can proceed. If ground disturbing activities occur during project implementation, the recipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Initiation of these activities prior to completion of FEMA's EHP review will result in a non-compliance finding and may result in ineligibility of grant funding.

## ARTICLE 13: PUBLICATIONS

Publications created with funding under this grant shall prominently contain the following statement: **This Document was prepared under a sub-grant from the U.S. Department of Homeland Security, and the New Mexico Department of Homeland Security and Emergency Management. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of the U.S. Department of Homeland Security or the State of New Mexico.**

## ARTICLE 14: RECORDKEEPING

The sub-recipient will follow the record retention and access standards articulated in 2 CFR 200.333 through 2 CFR 200.337. The grant financial and administrative records shall be maintained for a period of three (3) years following the date of the closure of the grant award, or audit if required. Time and effort, personnel and payroll records for all individuals reimbursed under the award must be maintained. Property and equipment records shall be maintained for a period of three (3) years following the final disposition, replacement or transfer of the property and equipment.

## ARTICLE 15: CHANGES TO AWARD

All change requests must be submitted either in writing or electronically to the designated DHSEM Grant Specialist for review and possible approval. All change requests must be accompanied by a justification narrative and a budget and spending plan. All change requests must be consistent with the scope of the project and grant guidelines. Change requests will be considered only if reporting requirements are current, and all other terms and conditions of this agreement have otherwise been met at the time the request. If approved by DHSEM, changes in the programmatic activities, purpose of the project, key personnel specified on the grant award, contractual services for activities central to the purposes of the award, requests for additional funding, change in project site, or release of special conditions, will result in an amendment to this award.

## ARTICLE 16: OTHER GENERAL PROVISIONS

- The performance period for this grant award is **1/1/2021** through **6/30/2022.** Further, all personnel related grant activity must be completed between **1/1/2021** through **6/30/2022**. Funds may not be obligated outside of these time periods. An obligation occurs when funds are encumbered, as with a purchase order and/or commitment of salaries and benefits. All obligated and encumbered funds must be liquidated within **15 days** of the end of the performance period when the Final Progress and Financial Reports are due.

- The 2016 SAFECOM guidance, in coordination with stakeholders and Federal partners, and the 2014 National Emergency Communications Plan, targets funding priorities to address:
    a. Governance and Leadership,
    b. Statewide Planning for Emergency Communications,
    c. Emergency Communications Training and Exercises,
    d. Activities that Enhance Operational Coordination, and
    e. Standards Based Technology and Equipment.

  To support these priorities, grantees should target funding toward standards-based equipment that enables the sub-recipients to:
    f. Sustain and maintain current Land Mobile Radios (LMR) capabilities
    g. Use Project 25 (P25)-compliant LMR equipment for mission critical voice communications
    h. Meet NMDoIT, FCC and FirstNet spectrum and authority to operate requirements
    i. Transition towards Next Generation 911 (NG911) capabilities
    j. Support standards that allow for alerts and warnings across different systems
    k. Sustain backup solutions (e.g., backup power, portable repeaters, satellite phones, HF radios)
    l. Secure equipment, information, and capabilities from physical and virtual threats

- Deployable / Shareable Assets - All assets supported in part or entirely with FY 2019 SHSGP Operation Stone Garden funding must be readily deployable to support emergency or disaster operations per existing IMAS and/or EMAC and other mutual aid agreements.

- All assets supported in part of entirely with FY2019 SHSGP Operation Stone Garden funding that may not be physically deployable but support national response capabilities, such as interoperable communications systems and equipment, is considered shareable assets. Access to and use of these assets must be made readily available upon the request of the New Mexico Department of Homeland Security and Emergency Management.

- The sub-recipient shall comply with the requirements and restrictions of the DHS Federal NOFO and the FY2019 State Emergency Performance Grant Program Guidance, State Guidelines. By signing this obligating award document, the sub-recipient certifies it has read, understood, and accepted these documents as binding.

- The signatures of the signatory officials on this award certifies that all financial expenditures, including all supporting documentation submitted for reimbursement, have been incurred by the jurisdiction, and are eligible and allowable expenditures consistent with the grant guidelines for this project. The sub-recipient shall follow the financial management requirements imposed on them by DHSEM, which includes the requirements of U.S. Department of Homeland Security.

- The signature of the signatory officials on this award attests to **City of Santa Fe** understanding, acceptance, and compliance with Lobbying; Debarment, Suspension and other responsibility matters; Drug-free Workplace; Conflict of Interest, and Non-Supplanting certifications. Federal funds will not be used to supplant State or local funds. Federal funds must be used to supplement existing funds to augment program activities, and not replace those funds which

have been appropriated in the budget for the same purpose. Potential supplanting may be the subject of application and pre-award, post-award monitoring, and audit.

- **City of Santa Fe** shall ensure the accounting system used allows for separation of fund sources. These grant funds cannot be commingled with funds from other federal, state, or local agencies, and each award is accounted for separately.

- **City of Santa Fe** shall comply with Federal Civil Rights Laws and Regulations: *Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, Age Discrimination Act of 1975, and Americans with Disabilities Act of 1991.* **City of Santa Fe** will take reasonable steps to ensure Limited English Proficient (LEP) persons have meaningful access to its programs and activities. *Executive Order 13347 Individuals with Disabilities in Emergency Preparedness* requires government to support safety and security for individuals with disabilities in situations involving disasters, including earthquakes, tornadoes, fires, floods, hurricanes, and acts of terrorism.

- **City of Santa Fe** certifies that it has an Affirmative Action Plan/Equal Employment Opportunity Plan (EEOP) (for USDHS/DOJ grants). An EEOP is not required for recipients of less than $25,000.00 or fewer than 50 employees.

- **City of Santa Fe** certifies that its employees are eligible to work in the U.S. as verified by Form I–9, Immigration & Naturalization Service Employment Eligibility.

- Where applicable it is the responsibility of **City of Santa Fe** as the recipient of these federal funds to fully understand and comply with the requirements of:

  - **Assurances, Administrative Requirements, Cost Principles, and Audit Requirements,** OMB Standard Form 4248 Assurances -Non-Construction Programs, OMB Standard Form 4240 Assurances - Construction Programs, 2 C.F.R. Part 200, 2 C.F.R. Part 3002
  - **Whistleblower Protection Act**
    - 10 U.S.C Section 2409
    - 41 U.S.C. 4712
    - 10 U.S.C. Section 2324
    - 41 U. S. C. Sections 4304
    - 41 U. S. C. Sections 4310
  - **Use of DHS Seal, Logo and Flags -** All recipients must obtain permission from their financial assistance office, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags.
  - **USA Patriot Act of 2001,** 18 U.S.C. Sections175 175c
  - **Universal Identifier and System of Award Management (SAM),** 2 C.F.R. Part 25, Appendix A,
  - **Reporting of Matters Related to Recipient Integrity and Performance,** 2 C.F.R. Part 200, Append ix, XII,
  - **Rehabilitation Act of 1973, 29 U.S.C. Section 794**
  - **Trafficking Victims Protection Act of 2000,** Section 106(g) 22 U.S.C. section 7104, 2 CFR Section 1 75.15,
  - **Terrorist Financing**
  - **SAFECOM**
  - **Reporting Sub-Awards and Executive Compensation**
  - **Procurement of Recovered Materials, Solid Waste Disposal Act, Resource Conservation Recovery Act,**
  - **Environmental Protection Agency (EPA) 40 C. F.R. Part 247**
  - **Patents and Intellectual Property Rights**
    - Bayh-Dole Act. Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. section 200 et seq.
    - 37 C.F.R. Part 401

- 37 C.F.R. Section 401.14

- **DHS HSGP Notice of Funding Opportunity Requirements -** All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the terms and conditions of your award. All recipients must comply with any such requirements set forth in the program NOFO.
- **Non-supplanting Requirement** - All recipients who receive awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources.
- **Lobbying Prohibitions, 31 U.S.C. Section 1352**
- **Limited English Proficiency (Civil Rights Act of 1964, Title VI**
- **Hotel and Motel Fire Safety Act of 1990,**
- **Federal Fire Prevention and Control Act of 1974, as amended,** 15 U.S.C. Section 2225
- **Fly America Act of 1974,** 49 U.S.C. Section 41102, 49 U.S.C. Section 40118
- **Best Practices for Collection and Use of Personally Identifiable Information (PII) -** DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All recipients who collect PII are required to have a publicly-available privacy policy that describes standards on the usage and maintenance of PII they collect. Award recipients may also find as a useful resource the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template, respectively.
- **Americans with Disabilities Act of 1990,** 42 U. S. C. Sections 12101, 12213,
- **Age Discrimination Act of 1975, Title 42 U.S. Code section 6101 et,**
- **Activities Conducted Abroad -** All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
- **Acknowledgment of Federal Funding from DHS -** All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.
- **Federal Leadership on Reducing Text Messaging while Driving**
- **Federal Debt Status**
- **False Claims Act and Program Fraud Civil Remedies,** 31 U. S. C. Section 3729, 31 U. S.C. Section 3801-3812,
- **Energy Policy and Conservation Act, 42 U.S.C. Section 6201**
- **Education Amendments of 1972 (Equal Opportunity in Education Act),** 20 U.S.C. section 1681 et seq, 6 C.F.R. Part 17 and 44 C.F.R. Part 19
- **Duplication of Benefits,** 2 C.F. R. Part 200, Subpart E
- **Drug-Free Workplace Regulations,** 41 U.S. C. section 701 et seq, 2 C.F.R Part 3001,
- **Debarment and Suspension,** Executive Orders, 12549 and 12689, and 2 C.F.R. Part 180,
- **Copyright,** 17 U.S.C. sections 401 or 402
- **Civil Rights Act of 1968,** Title VIII of the Civil Rights Act of 1968, 42 U.S.C. section 3601 et seq, 24 C.F.R. Part 100, 24 C.F.R Section 100.201
- **Civil Rights Act of 1964 - Title VI,** 42 U.S.C. Section 2000d et seq, 6 C.F.R. Part 21, 44 C.F.R. Part 7
- **DHS Specific Acknowledgements and Assurances**
  - All recipients, sub-recipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.
  - Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
  - Recipients must give DHS access to and the right to examine and copy, records, accounts, and other documents and sources of information related to the award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other

applicable laws or program guidance.

- Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
- Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.
- If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS financial assistance office and the DHS Office of Civil Rights and Civil Liberties (CRCL) by e-mail at crcl@hg.dhs.gov or by mail at **U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528**.
- In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS financial assistance office and the CRCL office by e-mail or mail at the addresses listed above.
- The United States has the right to seek judicial enforcement of these obligations.

- **Disposition of Equipment Acquired Under the Federal Award,** 2 C.F.R. Section 200.313,
- **National Environmental Policy Act,** National Environmental Policy Act (NEPA), Council on Environmental Quality (CEO) Regulations for Implementing the Procedural Provisions of NEPA, **https://ceq.doe.gov/**
- **Nondiscrimination in Matters Pertaining to Faith-based Organizations,** 6 C. F. R. Part 19

## ARTICLE 17: PENALTY FOR NON-COMPLIANCE

For the reasons listed below, special conditions may be imposed, reimbursements may be partially or wholly withheld, the award may be wholly or partly suspended or terminated, or future awards, reimbursements and award modifications may be withheld. DHSEM may institute the following, but is not limited to, withholding authority to proceed to the next phase of a project, requiring additional or more detailed financial reports, additional project monitoring, and/or establish additional prior approvals. DHSEM shall notify the sub-recipient of its decision in writing stating the nature and the reason for imposing the conditions/restrictions, the corrective action required and timeline to remove them, and the method of requesting reconsideration of the imposed conditions/restrictions. The sub-recipient must respond within 5 days of receipt of notification.

- Unwillingness or inability to attain project goals
- Unwillingness or inability to adhere to Article 19, Special Conditions.
- Failure or inability to adhere to grant guidelines and federal compliance requirements
- Improper procedures regarding contracts and procurements
- Inability to submit reliable and/or timely reports
- Management systems which do not meet federal required management standards
- Failure or inability to adhere to the terms and conditions of this agreement

## ARTICLE 18: TERMINATION

**For Cause:** If performance is not occurring as agreed, the award may be reduced or terminated without compensation for reduction or termination costs. DHSEM will provide notice of five (5) days to the sub-recipient stating the reasons for the action, steps taken to correct the problems, and the commencement date of the reduction or termination. DHSEM will reimburse the sub-recipient only for acceptable work or deliverables, necessary and allowable costs incurred through the date of reduction or termination. Final reimbursement may be withheld at the discretion of DHSEM until completion of a final DHSEM review. Any equipment purchased under a terminated grant may revert to DHSEM at the option of DHSEM.

**For Convenience:** This Agreement may be terminated without cause by either of the parties upon written notice delivered to the other party at least 30 days prior to the intended date of termination. A termination pursuant to this provision does not nullify a party's obligations for performance or liabilities for failure to perform already incurred prior to the date of termination. Any project may be terminated upon convenience, in whole or in part, for the convenience of the Government. The U.S. Department of Homeland Security (USDHS) and the DHSEM, by written notice, may terminate this grant, in whole or in part, when it is in the Government's interest. Allowable costs obligated and/or incurred through the date of termination shall be reimbursed. Any equipment purchased under a terminated grant may revert to DHSEM at the option of DHSEM.

**This Space is intentionally blank**

## ARTICLE 19: SPECIAL CONDITIONS

**Grant funds cannot be expended until these conditions have been met**

- SHSGP Notice of Funding Opportunity Requirements - All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the terms and conditions of your award. All recipients must comply with any such requirements set forth in the program NOFO.
- The grant award amount is a funding allocation and is not to be interpreted as expenditure authorizations or approvals. Pre-approval from DHSEM's Local Preparedness Program, Preparedness Unit, and Administrative Service Bureau (ASB) is required for all purchases regardless of any application review.
- All awarded projects must be planned for, conducted, budgeted, and expended within the designated performance period. Furthermore, at least 25% of the grant award must be expended in the first quarter for each project; some exceptions and/or extenuating circumstances may apply.
- All sub-recipients must complete a National Incident Management System (NIMS) Assessment on or before September 30 of each year. All funded beneficiaries, to include but not limited to, first response agencies and special teams must also complete a NIMS Assessment. Continuing working on NIMS implementation objectives throughout the performance period of the grant and thereafter.
- All sub-recipients must complete and/or revise their Threat Hazard Identification Risk Assessment (THIRA) on or before May 30 biannually.
- All sub-recipients must complete and/or revise their local and/or regional Tactical Communication Interoperable Plan (TCIP) prior to the final request for reimbursement.
- All sub-recipients must have a fully promulgated All Hazards Emergency Operations Plan (EOP) prior to the final request for reimbursement.
- All sub-recipients are required to conduct one exercise to test the capabilities of equipment purchased with past or current federal preparedness grants. All AAR/IP and/or AAR/IP input forms must be sent to the DHSEM exercise Officer no later than 60 days after the exercise.
- All SHSGP performance activities will be monitored by the Local Preparedness Program on a quarterly basis or as needed to ensure sub-recipients are conducting progressive activities to ensure project completion within the specified performance period.
- Quarterly financial and progress reports are due on April 30, July 30, October 30, January 30 within the Period of Performance. Final reports are due 15 days after the end of Period of Performance.
- All equipment must be purchased and deployed in accordance set forth in the FY 2018 SHSGP NOFO. All assets supported in part or entirely with FY 2018 SHSGP funding must be readily deployable to support emergency or disaster operations per existing EMAC agreements.
- All Revisions must be reviewed and approved by the Local Preparedness Program to ensure that the proposed project meets all federal and state eligibility requirements. All Revisions must meet the original scope of the project.
- The beneficiary of this award is solely responsible for all expenditures that are incurred outside of the award performance period.
- All expenditures that are incurred above and beyond the amount of this sub-grant agreement are the sole responsibility of the sub-recipient of this award.
- The FEMA approved National Environmental Protection Agency-Environmental Historic Preservation (NEPA/EHP) form must be submitted prior to any ground disturbance, modification to buildings, etc.
- Annual external audit reports must be submitted to DHSEM within 30 days of receipt by sub-recipients.
- All Contracts for goods and services, to include the project scope of work, must be reviewed and approved the LPP and ASB before execution, to include signing of contract between parties.
- All requests for Sub-grant award extensions must be received at DHSEM prior to the 90-day grant award termination date. Requests for sub-grant award extensions will only be considered for documented extenuating circumstances and will be reviewed by the Local Preparedness Program on a case-by-case basis.
- Upon completion of all awarded projects, any remaining funds will be de-obligated and reverted to DHSEM.

State of New Mexico
**DEPARTMENT OF HOMELAND SECURITY & EMERGENCY MANAGEMENT**
P.O. Box 27111
Santa Fe, NM 87502

**SUB-RECIPIENT GRANT AGREEMENT**
**2020 State Homeland Security Grant Program**
**2020 Federal Grant No. EMW-2020-SS-00127-S01 CFDA No. 97.067**

The acceptance of a grant from the United States and the State of New Mexico creates a legal duty and obligation on the part of the sub-grantee **City of Santa Fe** to use the funds or property made available in accordance with the conditions of the grant as administered by and through the New Mexico Department of Homeland Security and Emergency Management.

| **JURISDICTION SIGNATURES** | | | |
|---|---|---|---|
| **Signature of Jurisdiction EM Program Manager** | | | **DATE** |
| | | | |
| **Printed Name:** | | | |
| **Contact Number:** | | **e-Mail Address:** | |
| **Signature of Jurisdiction Chief Financial Officer** | | | **DATE** |
| | | | |
| **Printed Name:** | | | |
| **Contact Number:** | | **e-Mail Address:** | |
| **Signature of Jurisdiction Signatory Official** | | | **DATE** |
| | | | |
| **Printed Name:** | | | |
| **Contact Number:** | | **e-Mail Address:** | |
| **NM DHSEM SIGNATURES** | | | |
| **Signature of DHSEM Grants Manager** | | | **DATE** |
| Print Name: ***Ginger Moralez, Grants Manager*** | | | |
| **Signature of DHSEM Cabinet Secretary** | | | **DATE** |
| Print Name: ***Bianca Ortiz - Wertheim, Cabinet Secretary*** | | | |

***Print two (2) originals, sign both and mail to:***
***NMDHSEM, Grants Management Unit, P.O. Box 27111, Santa Fe, NM 87502***
***UPS & FEDEX:*** ***NMDHSEM, Grants Management Unit, 13 Bataan Blvd., Santa Fe, NM 87508***

**CITY OF SANTA FE:**

_____
**ALAN WEBBER, MAYOR**

**ATTEST:**

_____
**KRISTINE BUSTOS-MIHELCIC, CITY CLERK**

**CITY ATTORNEY'S OFFICE:**

Marcos Martinez
Marcos Martinez (Mar 22, 2021 11:49 MDT)
**SENIOR ASSISTANT CITY ATTORNEY**

**APPROVED FOR FINANCES:**

_____
**MARY MCCOY, FINANCE DIRECTOR**

**Org Code/Object Code:**

2212850.560700
2212850.570500

**Project Code: OEM2022102**

# CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: US Department of Homeland Security

Procurement Title: 2020 State Homeland Security Grant Program

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

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

Department Requesting Emergency Management Staff Name Kyle Mason

**Procurement Requirements:**

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

**REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING***

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

Kyle Mason — Emergency Management Director — 2/8/2021

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.

*

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

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

| DEPARTMENT / DIVISION NAME | DATE |
|---|---|
| C H & S - Office of Emergency Management | 3/22/2021 |

| ITEM DESCRIPTION | ORG | OBJECT | PROJECT | INCREASE | DECREASE |
|---|---|---|---|---|---|
| EXPENDITURES | | | | *{enter as positive #}* | *{enter as negative #}* |
| Registration (Canine Course) | 2212850 | 560700 | OEM2022102 | 27,016 | |
| Machinery and Equipment | 2212850 | 570500 | OEM2022102 | 235,733 | |
| | | | | | |
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| | | | | | |
| REVENUES | | | | *{enter as negative #}* | *{enter as positive #}* |
| Homeland Security | 2212850 | 490610 | OEM2022102 | (262,749) | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | $ - | $ - |

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

To budget 2020 State Homeland Security Grant Program (SHSGP) EMW-2020-SS-00127-S01

| *{Complete section below if BAR results in a net change to ANY Fund}* | |
|---|---|
| Fund(s) Affected | Fund Balance Increase/(Decrease) |
| 221 | |
| | |
| | |
| TOTAL: | 0 |

Brian Williams — 3/22/2021
Prepared By *{print name}* — Date

Division Director Signature *{optional}* — Date

Department Director Signature — Date

*{Use this form for Finance Committee/ City Council agenda items ONLY}*

**CITY COUNCIL APPROVAL**

*City Council Approval Date*

*Agenda Item #:*

Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

# City of Santa Fe New Mexico

## *Finance Department*

## Project Ledger Request Form

Date of Request: 3/22/2021

Project Id: _____
Grant Id: _____
Financial Analyst: _____
(Finance Use Only)

Project Title: SHSGP – Special Operations

Project Type: ☐ CIP [X] Grant ☐ Internal tracking

Department: CH&S – Emergency Management  Project Manager: Brian Williams Ext: 6537

Project Date Range: 1/1/21-6/30/22  Create Fixed Asset ☐

☐ Multi-Funding (complete all funding sources, should equal 100%)

Funding Source: DHS/ NM DHSEM  % of Funding: 100

MUNIS Org: 2212850  MUNIS Object: 490610  Awarded Amount: $ 262,749.19

---

Funding Source: _____  % of Funding: _____

MUNIS Org: _____ MUNIS Object: _____ Awarded Amount: _____

**Expense String Phase**

A project must have at least one phase identified, this can be used as an additional level of tracking, for example, CIP - design, start-up cost, etc. For grants can be used as reimbursable types, such as transportation, salaries.

(You can create more than one phase and you can default MUNIS Orgs and Objects, optional)

Phase: Canine Training  MUNIS Org: 2212850 MUNIS Object: 560700
Phase: Equipment  MUNIS Org: 2212850 MUNIS Object: 570500
Phase: _____  MUNIS Org: _____ MUNIS Object: _____

**Grants Only (list all grants if applicable)**

Grantor Name: NM DHSEM  Awarded Amount: $262,749.19

AR Charge Code: 490610  Grant funds multiple projects ☐
(Complete a form for each project)

Grantor Id: _____ Federal CFDA (if applicable) 97.067

---

Grantor Name: _____ Awarded Amount: _____

AR Charge Code: _____  ☐ Grant funds multiple projects
(Complete a form for each project)

Grantor Id: _____ Federal CFDA (if applicable) _____

***(If grants please provide all grant award documents with form)*** ☐ Attached to Grant

Version 19.03

# City of Santa Fe

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

**Section to be completed by department**

1. Munis Contract # _____

Contractor: **New Mexico Department of Homeland Security and Emergency Management**

Description: **2020 State Homeland Security Grant Program (SHSGP) -- SWAT Equipment and Additional Canine w/Training**

Contract ☐ Agreement ☉ Lease / Rent ☐ Amendment ☐

Term Start Date: **1/1/20210** Term End Date: **6/30/2022**

☐ 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)

**Original Sub-grant Agreement $ 262, 749.19 inclusive of NMGRT**

| EXPENSE | ORG | OBJECT | PROJECT | $ |
|---|---|---|---|---|
| Registration | 221285 | 560700 | OEM2122102 | $27,016.00 |
| Equipment | 221285 | 570500 | OEM2022102 | $235,733.00 |

3. **Procurement History:** _____

Purchasing Officer Review: _____ Date: _____

Comment & Exceptions: _____

4. **Funding Source:** **US DHS Grant passed through NM DHSEM** **Org / Object:** **2212850/490610**

Budget Officer Approval: _____ Date: _____

Comment & Exceptions: _____

**Staff Contact who completed this form:** **Brian Williams** Phone # **505-469-1484**

Email: **bgwilliams@santafenm.gov**

**To be recorded by City Clerk:**

Clerk # _____

Date of Execution: _____

**Signature:** Brian Williams

**Email:** bgwilliams@ci.santa-fe.nm.us

**Signature:** Kyra Ochoa
Kyra Ochoa (May 17, 2021 08:05 MDT)

**Email:** krochoa@santafenm.gov

**GOVERNING BODY MEETING OF**
**June 9, 2021**
**BILLS AND RESOLUTIONS SCHEDULED FOR INTRODUCTION**
**BY MEMBERS OF THE GOVERNING BODY**

| Mayor Alan Webber | | |
|---|---|---|
| **Co-Sponsors** | **Title*** | **Tentative Committee Schedule*** |
| | **A RESOLUTION RELATING TO INCOME DISPARITY AND INEQUITY; AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING WITH MAYORS FOR A GUARANTEED INCOME AND THE SANTA FE COMMUNITY COLLEGE TO ASSIST WITH LAUNCHING A PILOT PROJECT TO SUPPORT YOUNG PARENTS ENROLLED AT THE SANTA FE COMMUNITY COLLEGE, AND TO BUILD SUPPORT FOR A GUARANTEED INCOME IN THE CITY OF SANTA FE.** | Quality of Life Committee – 6/16/21<br>Finance Committee – 6/21/21<br>Governing Body – 6/30/21 |
| **Vigil Coppler Romero-Wirth** | **A RESOLUTION DONATING PROPERTY IDENTIFIED AS 635 ALTO STREET AND RESOURCES TO A DEVELOPER CERTIFIED AS A "QUALIFYING GRANTEE" UNDER THE NEW MEXICO AFFORDABLE HOUSING ACT FOR DEVELOPMENT OF AT LEAST FIVE (5) LOW-PRICED DWELLING UNITS.** | Community Development Commission – 6/16/21<br>Quality of Life Committee – 6/16/21<br>Finance Committee – 6/21/21<br>Governing Body – 6/3/21 |
| **Councilor Roman "Tiger" Abeyta** | | |
| **Co-Sponsors** | **Title*** | **Tentative Committee Schedule*** |
| | | |
| **Councilor Jamie Cassutt** | | |
| **Co-Sponsors** | **Title*** | **Tentative Committee Schedule*** |
| | | |
| **Councilor Michael J. Garcia** | | |
| **Co-Sponsors** | **Title*** | **Tentative Committee Schedule*** |
| | | |
| **Councilor Signe I. Lindell** | | |
| **Co-Sponsors** | **Title*** | **Tentative Committee Schedule*** |
| | | |
| **Councilor Chris Rivera** | | |
| **Co-Sponsors** | **Title*** | **Tentative Committee Schedule*** |
| | | |



*This document is subject to change.*

| Councilor Carol Romero-Wirth | | |
|---|---|---|
| **Co-Sponsors** | **Title*** | **Tentative Committee Schedule*** |
| | | |
| **Councilor JoAnne Vigil Coppler** | | |
| **Co-Sponsors** | **Title*** | **Tentative Committee Schedule*** |
| **Cassutt<br>Garcia<br>Villarreal** | **A RESOLUTION SUPPORTING THE TENTH ANNUAL NEIGHBOR TO NEIGHBOR FUND DRIVE.** | Finance Committee – 6/14/21<br>Quality of Life Committee – 6/16/21<br>Governing Body – 6/30/21 |
| **Councilor Renee Villarreal** | | |
| **Co-Sponsors** | **Title*** | **Tentative Committee Schedule*** |
| | | |

* Subject to change

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

MYAB Spring 2021 Recruitment List

| | Name | Age | School | District | Phone |
|---|---|---|---|---|---|
| 1 | Jada Gallegos | 15 | ATC | County | |
| 2 | Jason Bowen | 13 | St. Michael's High School | County | |
| 3 | Jose Esquivel | 18 | Santa Fe High School | 4 | |
| 4 | Lilah Chang | | Mandela International Magnet School | 1 | |
| 5 | Theo Kutsko | 17 | NM School for the Arts | County | |
| 6 | Thomas Heikkero | | Santa Fe High School | County | |
| 7 | Ziara Esquivel | 12 | Milagro Middle School | 4 | |

Mayors Youth Advisory Board Brief

CREATING AUTHORITY: Adopted on February 28, 2001 by Resolution No. 2001-23. Amended by Resolution No. 2003-34 on April 9, 2003. Resolution No. 2001-23 amended by Resolution No. 2006-145 on December 13, 2006.
MEMBERS: The Mayor's Youth Advisory Board shall consist of seven members and three alternate members, ages13 to 21, representing a diverse group of youth from the community. An alternate member may vote in the absence of a member. A non-voting City Councilor liaison shall also be appointed to the Mayor's Youth Advisory Board.
TERMS: In order to create staggered terms, four members and one alternate member shall serve a term of one year and three members and two alternate members shall serve a term of two years. Thereafter, members and alternates shall serve staggered two year terms.
CHAIRPERSON: The committee shall elect the chair and vice-chair, organize and adopt administrative rules and procedures necessary to accomplish its purpose.
REMOVAL: After three consecutive unexcused absences, a board member shall automatically be removed by the chair.
STAFF LIAISON: George Carrasco (955-6728)
ABOUT: *The Governing Body recognizes youth as a high priority in the community. The Govern Body has formally adopted a Children and Youth Strategic Plan for the City of Santa Fe which recommends increased youth participation and involvement in community planning, governance and decision-making in matters affecting youth.*
*The Governing Body allocates funding annually for youth activities, programs and projects such as the Teen Nights program, the Summer Youth Program, the Monica Roybal Youth Center, the Carlos Ortega Teen Center skateboard parks, recreation centers, and grants to youth programs via the Children and Youth Commission. Youth Summits and other forums have been conducted by youth identifying various issues, concerns and needs youth have in the community.*

| Email |
| --- |
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| |

# JASON BOWEN

I am 13 years old and I have lived in Santa Fe my whole life. I am determined to help the young people of Santa Fe so that they may live in a better community and have better opportunities.

## VOLUNTEER EXPERIENCE

**2017 – 2019**
Volunteer, Food 4 Kids program at Amy Biehl Community School
Helped distribute food to my fellow students who were in need of assistance

**2018**
Volunteer, Prepared and helped served Thanksgiving dinner to the homeless at Pete's Place

**2018-2019**
Volunteer, Amy Biehl Food Pantry, assisted in organizing and distributting food to the amy biehl Community School families, I assisted in feeding 65 families every week

## EDUCATION

**2019 - PRESENT**
### ST. MICHAEL'S HIGH SCHOOL
4.2 GPA
Principal Honor Roll

**2012 – 2019**
### AMY BIEHL COMMUNITY SCHOOL
A Honor Roll
2012 – Second Place Science Fair
2018- First Place Science Fair
2018 – Nominated by Mrs. Scarlott (teacher) for STEM Camp in Dallas, Tx. Spent 5 days learning STEM concepts with other students from around the country

## SKILLS

- Positive outlook
- Good with people
- Confident public speaker
- Problem solver
- Adapt to any situation

## ACTIVITIES

- St. Michael's High School Varsity Soccer
- St. Michael's High School Varsity Golf
- Rio Rapids U14 Select Soccer
- U.S. Kids Golf
- Junior PGA Golf
- Sun Country Golf

April 18, 2021

Dear Mrs. Julie Sanchez,

My name is Jason Bowen and I am an eighth grader at Saint Michael's High School. My objective by joining the Mayor's Youth Advisory Board is to help the teens of Santa Fe to have not only a better experience with their home city, but to just have a better outlook and quality of life in Santa Fe. I want to make a meaningful change for all of the young people in our community. I am interested in giving my input regarding the creation of a new teen center in Santa Fe. I think this would have a positive impact on our youth. I am ready to help out and give my input any way I can!

Sincerely,

Jason Bowen

Jason Bowen
4 Well Tank Rd.
Santa Fe, NM
87508

Dear Ms Sanchez,

It is with great honor that I submit my letter of interest for the Mayor's youth advisory board. A few days ago, I recently heard from a school principal that the City of Santa Fe was seeking members for the Mayor's youth advisory board. Me being the motivated student that I am, I couldn't resist applying. Let me start off by saying a little bit about myself. I am an 18 year old student at Santa Fe High School who has a passion for politics and for helping the community. I am currently a member of the Santa Fe Public Schools Superintendent's Equity and Diversity Council with the aim of focusing on key issues affecting students and their families. I am also currently the club president for the Senior Mentorship and Leadership program at Santa Fe High School where we focus on not only helping the community which is always a goal, but on helping and mentoring underclassmen succeed and helping them with challenges that may come their way as they transition into a new chapter in their life. I am all about challenges and risks. I like taking on challenges and risks simply because of how motivated I am. I like making this world a better place as a whole when I can. It's my passion. It's a thing I must do. If I am not me, then I'm nothing. I would be honored to serve on this board. Why? Making a difference. Making the difference and being the change. I would be honored to advise on issues affecting the Youth. Help the Youth and impacting would be something I would love to do. A lot of teenagers nowadays feel like they're being ignored. They don't feel support, and that's why we're here for them. We have to do something to get their voices heard, to make them know that it's not too late to change who you are. That it's not too late to start all over again, and start new. We can take action now before it's too late. Not saying anything will happen, but problems in the community involving youth speak for themself. We can change that. We can drop rates and bring positive changes to our community. If I'm chosen to serve on this wonderful board, I will focus on bringing more resources to our youth. I will focus on helping the City of Santa Fe build a better and prosperous relationship with our Youth. That way parents won't have to worry what their son or daughter is doing in the middle of the night. We can start by doing events including our youth but of course this pandemic has changed the course. But there's things we can do. Thank You for your time. I

look forward to working with the Mayor, the City Council, and the community to better guide our Youth, for a better future for all if chosen or not chosen to serve. Please feel free to ask for resources. I have a team ready and handy to answer y'alls questions if more information about me is necessary or required. You won't be disappointed If I'm chosen.

Thank You,

Jose Esquivel.

Jose Alfredo Esquivel Mercado

An happy and motivated student that has the skill to take on a challenge in Santa Fe, New Mexico.

**Skills & Qualifications:**

- Teamwork
- Efficiency
- Time Management
- Multitasking
- Leader
- Organized
- Committed
- Confident
- Outgoing
- Helpful

**Education:**

- 3.000 GPA, 12th Grade, currently attending Santa Fe High School, graduating in May 2021.
- Academic awards include 2 Honor Roll awards, 1 Honor Roll award in World History And Geography. 1 award for a helpful student in my AVID class. Various Academic Achievements throughout Elementary and Middle School.
- Got Outstanding Youth Citizenship Award for demonstrating qualities of being a good citizen in 2017.
- Applied for the Simon Scholarship back in 2019.
- Applied for the Davis Scholarship in 2020.
- Got accepted to the AVID program on May 19th, 2017.
- Joined the Student Leadership Advisory Council (SLAC) in 2018.
- Currently a 3-year Engineering Pathway student.
- Senior Mentorship Program President.

**Volunteer Experiences:**

Volunteered at the local Catholic School at Virgen de Guadalupe church for 1 year.

**Work Experience:**

- Currently working at Boot Barn since January 2021.

Lilah Huai Hsin Chang

I am a second generation Taiwanese American born in Houston, TX. I have lived in New York City, Shanghai, China, Santa Rosa, CA, and now New Mexico. I consider myself a global citizen. The chance of living in so many cities has allowed me opportunities to interact with friends from different countries, religions, ethnicities, and gender orientation. Observing my parents diligently working and making their place with their immigrant's backgrounds in the diversified American society, and being able to see them make friends from all over the world broadens my mindset so that I can see that we are citizens of a global village and we should not limit ourselves.

The seven years that I spent living in Shanghai, China gave me the privilege to meet friends from nearly all the continents except Antarctica and more than 60 countries were represented in the international church that we attended. With this big opportunity came the experience of exploring all the cultural differences (and amazing but sometimes weird food). Accepting the differences and being able to still be good friends and I am constantly inspired by families and friends with amazing backstories. I met an American family with 8 kids and they had adopted two additional Chinese kids. There was a Dutch grandmother who helped a baby with severe birth defects. The baby was later adopted by her own daughter. A family who had decided to give up everything they had established in the United States and who later moved to China for a little girl they had previously helped with esophagus surgery on a mission trip. They later got stuck in China but decided to use the time they had there to start a foundation that helps children with spina bifida and congenital heart disease for surgery and later to be adopted globally. I saw my dad in an annual relief effort to the western part of China treating poor people in remote villages. I was also part of US Girl Scout Overseas and we constantly were involved in community outreach projects and our girls were from all over the world too. All these experiences shaped me to think that I can be a stronger person by joining forces with others. The overseas experience has taught me respect, empathy, compassion, self-management and integrity.

In July 2017, we moved to Santa Rosa, California. We were excited and thought that Santa Rosa was the place to sink our roots. We bought a new house and shipped a whole container of furniture and looked forward to making new friends and settling down. But in just three months, the 2017 Tubbs Fire took away our house and we had to evacuate in the wee hours of the morning, and thanks to our neighbor's alert. The feeling of having nothing left brought to life a different perspective and taught me to really appreciate the moment and just be grateful for what I have- my health and my family. It also helps me to appreciate the importance of community. My family decided not to rebuild but have our life reset again in Santa Fe, NM.

During my time at the Rio Grande School, I raised awareness of another California fire called Paradise fire, by raising funds to support the fire victims. I also raised awareness for breast cancer by leading Pinky Kids through collaboration between the schools in the United States and in China that I attended. After graduating from Rio Grande School, it seemed natural for myself and fellow classmates to attend a private school just nearby, but my parents insisted on me attending Mandela International Magnet School. As I quote my parents, "We want you to be friends from kids all over, some more privileged and some less. You are a very blessed child to be able to see the world and you have the chance to bring the world to those who don't yet have the opportunity but can work hard towards it, just like we once did". Now I'm nearly at the end of 7th grade and I am grateful that I am attending this school. I really enjoy it even though classes are mostly online. I like the diverse culture, and student body. Currently I am the 7th grade representative for the student council and can hopefully become more active as we return to school in person.

I want to apply for the mayor youth advisory board as I know I can have my voice heard and share my experience overseas and in the US, while acknowledging that I am still young, this will be a tremendous learning experience for me to learn from community leaders. I am hoping that all these experiences will one day allow me to help many others. The pandemic has brought so many inconveniences to this generation and I am hoping to be able to brainstorm ideas with community leaders and other people my age about how we can come out of the pandemic like a warrior, and how to improve New Mexico's education ranking, and how we can better engage our students.

# Mayor's Youth Advisory Board

## MAYOR'S YOUTH ADVISORY BOARD

The role of the Mayor's Youth Advisory Board is to advise the Mayor and the member of the City Council on youth issues. We serve to represent and convey the views of the youth of Santa Fe to the city government and organizations. We are open to any feedback that students or adults alike may have. Please contact us with any suggestions or comments.

### What do we do?

- We constantly provide input to the Mayor and City Council on youth policy and work together to get youth engaged in our community.
- We have been looking at the issue of violence amoung youth and are discovering what would work best to prevent violence and create a safe and productive learning environment. We are working with police to build positive relationships with youth so they think of the officers as a resource in times of need.
- We are working to create a new teen center in Santa Fe to provide an educational, recreational, workforce training, medical and informational place for youth.
- We are also looking into the problem of domestic violence, because it had been known to be a precursor to many of the problems facing youth today.
- Work with the governing body on the Mayor's Youth Summit and outcomes

### Our accomplishments

- Since 2015 MYAB has lead the Mayor's Youth Summit to discuss issues teens have in our community such as workforce, medical and immigration issues.
- A Homework Diner has opened for tutoring and meals
- Because of our hardwork, the City of Santa Fe approved our request to allow all youth in the community to ride the City buses at no cost.
- As a result of youth discussions held regarding the ban on skateboarding on the Plaza, the City Council funded the constructions of the De Vargas Park, Franklin Miles Park and GCCC skateboard facilities.
- Because of our recommendation, the City of Santa Fe approved funding for the remodel of the Carlos Ortega Teen Center using a facility design drafted by the teen participants of the 1997 Youth Summit.

## CONTACT INFORMATION

**George Carrasco**, *Project Adminstrator/Board Liaison*
Youth and Family Services Division
(505) 955-6728 gccarrasco@santafenm.gov

# Lilah H. Chang

***Culturally diverse, well-rounded, intellectually curious, self-motivated, athletic, community activist***

## EDUCATION

**Mandela International Magnet School** — **Santa Fe, NM**
*Middle school* — *08/2020-present*

**Rio Grande School** — **Santa Fe, NM**
*Elementary school* — *08/2018-05/2020*

**Hidden Valley Elementary School** — **Santa Rosa, CA**
*Elementary school* — *08/2017-05/2018*

**YK Pao Elementary School** — **Shanghai, China**
*Elementary school* — *08/2014-05/2017*

## COMMUNITY INVOLVEMENT

- Santa Fe Aquatic Club — *2018-present*
- Santa Fe Youth Symphony — *2018-present*
- Santa Rosa Repertoire — *2017-2018*
- Girl Scout USA — *2017-2018*
- Santa Rosa Neptune Aquatic Club — *2017-2018*
- Girl Scout Oversea (Shanghai, China) — *2014-2017*
- YK Pao Orchestra (Shanghai, China) — *2016-2017*
- YK Pao Volleyball Team (Shanghai, China) — *2016-2017*
- YK Pao Swim Team (Shanghai, China) — *2016-2017*

## ACCOMPLISHMENT

- **Jackie McGehee Young Artists' Competition** — **Santa Fe, NM**
  Finalist in the Statewide young musician string competition — *2021*

- **Scripps National Spelling Bee** — **Santa Fe, NM**
  School champion — *2021*

- **AAUW** (American Association of University Women) **Tech Trek, NM** — **Santa Fe, NM**
  STEM camp nominee — *2021*

- **Lensic Student Showcase- Lensic Performing Arts Center** — **Santa Fe, NM**
  Featured performing musician — *2021*

- **Mandela International Magnet School Student Council Member** — **Santa Fe, NM**
  7th grade student representative — *2021*

- **New Mexico State Championship** — **Albuquerque, NM**
  State swim meet qualified — *2020*

## ACCOMPLISHMENT (Continued)

- **RGS Quartet** **Santa Fe, NM**
  Performed at the governor's palace *2019*

- **Globe Youth Orchestra** **Icheon, Korea**
  One of ten musicians represented Santa Fe, NM performed in Global Sister City Youth Concert *2019*

- **Pinky Kids** **Santa Fe, NM/Shanghai, China**
  Co-founder for breast cancer awareness, raised $417 by selling hand-made bracelets & key chains *2019*

- **World Scholar Cup** **New Haven, CT**
  Participant in final round at Yale University *2019*

- **2018 Paradise Fire Fund Raise** **Santa Fe, NM**
  Fund raiser, raised $1,800 through street performance *2018*

- **Concert Master Santa Fe Youth Philharmonic** **Santa Fe, NM**
  Concert Master *2018*

- **Hidden Valley Elementary School Student Council Member** **Santa Fe, NM**
  Representing 4th grade student *2017*

- **Shanghai Spring Festival** **Shanghai, China**
  Huarong International School *2016*

## FOREIGN LANGUAGES/SKILLS/HOBBIES

- Fluent in English, Mandarin (Chinese)
- Conversant in French
- Enjoy SCUBA diving (PADI certified diver), skiing, hiking, snorkeling, snowboarding,
- Travelled to 24 countries
- Experienced and trained in playing violin, playing flute, wire work
- Level 7 out of 10 in playing Er-Hu (Chinese 2-string instrument)

## REFERENCES

References available upon request



Performing at farmers market to raise fund for Paradise Fire



Pinky Kids made bracelets and key chains to raise awareness for Breast Cancer.



Traditional Taiwan Aboriginal outfit



Concert Master for Santa Fe Youth Philharmonic






One of 10 Students represented Santa Fe participated in sister city Icheon South Korea 2019 Global Youth Concert




2019 World Scholar Cup Tournament of Champions at Yale University with teammate sfrom Singapore and China

"A World on the Margin"




## Lilah Chang Mandela International Magnet School

In this time without school performances at The Lensic, we've invited students to share their talents individually. This week we present Lilah Chang, a student at Mandela International Magnet School, playing violin and the Chinese erhu.

Listen Now

## SANCHEZ, JULIE J.

**From:** Thomas Heikkero
**Sent:** Friday, April 16, 2021 9:09 PM
**To:** SANCHEZ, JULIE J.
**Subject:** Mayor's Youth Advisory Board application resume-Thomas Heikkero

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

**Thomas Heikkero**

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**Objective:**
I am looking for a position on the Mayor's Youth Advisory Board. I'm ready and willing to commit to this position if given the opportunity to attempt to improve my community, get real life experience and learn about the struggles of this world and how we can fix these problems together.

**Education**:
Santa Fe High School, Santa Fe, New Mexico, freshman, 2020-present.
Eldorado Community School, Santa Fe, New Mexico, for 6-8 grade, 2018-2020.
La Mariposa, Santa Fe, New Mexico, for 5th grade, 2016 to 2017.
Homeschooled, for 3-4 grade, 2014-2016.
Eldorado Community School, Santa Fe, New Mexico, for K-2 grade, 2011-2014.

**Language Skill**
English
German (Native speaker)
Spanish (Level 1)

**Hobbies**
Tae Kwon Do, Santa Fe Tae Kwon Do Institute, 2013-present.
Violin, Santa Fe Talent Education, 2011-2018.
Trombone, William Waag, 2018-2020.
Soccer, New Mexico Northern Soccer 2010-2015.

**Core strengths:**
Caring
Thoughtful
Active
Cooperative

**References**
Available upon request

**Disclaimer: This message and any attachments are intended for the use of the addresses(s) only and may be confidential and/or legally privileged. If the reader is not the intended recipient, DO NOT READ, notify sender and delete this message. In addition, be aware that any disclosure, copying, distribution or use of the

contents of this message is strictly prohibited. The contents of this message, while possibly falling under the exceptions of the Inspection of Public Records ACT [NMSA Chapter 14, Article2] may be subject to inspection by the public.

Dear Ms. Sanchez,

Please take this letter as an expression of interest for the Mayor's youth advisory board. As a student of Milagro Middle School, and me being a resident of one of the most beautiful cities in the world, it would be my most sincere honor to serve in the Mayor's youth advisory board. With problems teenagers are facing nowadays, I couldn't resist giving it a shot. Let me start off by saying a little bit about myself. I am a 12 year old girl and student of Milagro Middle School where I currently serve on the Student Leadership team as well as the Santa Fe High School Student Leadership Advisory Council. On both teams, we focus on bringing a better, more prosperous youthful life for teenagers. A life where they are more likely to succeed. A life where they are most likely to stay out of trouble. We focus on creating fun events for kids (like me and virtually) to engage them more into studying. Of course, I am barely starting my leadership career and don't have a lot to say, but I would be happy to join the team. In the Mayor's youth advisory board, I would focus on key issues affecting teens and how we could resolve them and better ways to engage teenagers in academics. Please don't hesitate to reach back with any questions you may have.

Thank You for your time in reading this letter,

Ziara.

Ziara Goretti Esquivel Mercado

A young, dedicated, and multitasking student in Santa Fe, New Mexico.

**Skills & Qualifications:**

- Student
- Teamwork
- Efficiency
- Time Management
- Multitasking
- Leader
- Organized
- Committed
- Confident
- Outgoing
- Helpful
- Trustworthy
- Problem-Solver
- Collaborative

**Education:**

- 7th Grade, currently attending Milagro Middle School, promoting to 9th grade in May 2022.
- Various academic achievements throughout Elementary School. Various academic achievements in Middle School.
- Student Leadership Advisory Council (SLAC) Member since 2020.
- Student Leadership Team Member (SLT) since 2020.
- Was part of the Kearny Student Council from 2019-2020.

**Volunteer Experiences:**

Volunteered at the local Catholic School at Virgen de Guadalupe church for 1 year.

**Work Experience:**

- No Work Experience.

**ACTION SHEET**
**ITEM FROM FINANCE COMMITTEE MEETING OF 5/03/21**
**FOR CITY COUNCIL MEETING OF 5/12/21**

**Request to Publish Notice of Public Hearing on May 12, 2021.** Consideration of Bill No. 2021-11. An Ordinance Regarding the Independent Salary Commission; Amending Section 6-19.3 SFCC 1987 To Reassign the Authority to Appoint the, Members of the Commission to the Ethics and Campaign Review Board and to Reassign the Authority to Appoint the Commission's Chairperson to the Commission's Members; and Amending Section 6-16.2 SFCC to Add the Duty of Appointing the Independent Salary Commission Members to the Ethics And Campaign Review Board's Powers and Duties. (Councilor Garcia, Councilor Lindell, and Councilor Vigil Coppler) (Jesse Guillen, Legislative Liaison, jbguillen@santafenm.gov, 955-6518)

| **COMMITTEE** | **REVIEW:** |
|---|---|
| Governing Body (Introduced): | 04/14/21 |
| Quality of Life Committee: | 04/21/21 |
| Public Works and Utilities Committee: | 04/26/21 |
| Governing Body (Request to Publish): | 04/28/21 |
| Finance Committee: | 05/3/21 |
| Governing Body (Public Hearing): | 05/26/21 |

**FINANCE COMMITTEE ACTION:**

Postponed

**FUNDING SOURCE:**

**SPECIAL CONDITIONS OR AMENDMENTS**
**Direction to staff for caption revision**

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

**ACTION SHEET**
**PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 04/26/2021**

**ISSUE NO. 8s**

**Request to Publish Notice of Public Hearing on May 12, 2021.**
Consideration of Bill No. 2021-11. An Ordinance Regarding the Independent Salary Commission; Amending Section 6-19.3 SFCC 1987 To Reassign the Authority to Appoint the, Members of the Commission to the Ethics and Campaign Review Board and to Reassign the Authority to Appoint the Commission's Chairperson to the Commission's Members; and Amending Section 6-16.2 SFCC to Add the Duty of Appointing the Independent Salary Commission Members to the Ethics And Campaign Review Board's Powers And Duties. (Councilor Garcia, Councilor Lindell, and Councilor Vigil Coppler) (Erin K. Mcsherry, City Attorney: ekmcsherry@santafenm.gov, 955-6961)

**Committee Review:**
Introduced: 4/14/21
Quality of Life Committee: 4/21/21
Public Works and Utilities Committee: 4/26/21
Governing Body (request to publish): 4/28/21
Finance Committee: 5/3/21
Governing Body (public hearing): 5/12/21

**PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on Consent Agenda to forward to 4/28/2021 Governing Body**

**SPECIAL CONDITIONS OR AMENDMENTS:**

**STAFF FOLLOW UP:**

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

**ACTION SHEET**
**ITEM FROM QUALITY OF LIFE COMMITTEE MEETING OF 04/21/2021**
**FOR CITY COUNCIL MEETING OF 05/12/2021**

**ISSUE:**

Consideration of Bill No. 2021-11. An Ordinance Regarding the Independent Salary Commission; Amending Section 6-19.3 SFCC 1987 To Reassign the Authority to Appoint the, Members of the Commission to the Ethics and Campaign Review Board and to Reassign the Authority to Appoint the Commission's Chairperson to the Commission's Members; and Amending Section 6-16.2 SFCC to Add the Duty of Appointing the Independent Salary Commission Members to the Ethics And Campaign Board's Powers And Duties. (Councilor Garcia, Councilor Lindell, Councilor Vigil Coppler) (Erin K. McSherry, City Attorney: ekmcsherry@santafenm.gov, 955-6961)

Committee Review
Quality of Life Committee – 4/21/21
Public Works and Utilities Committee – 4/26/21
Governing Body (request to publish) – 4/28/21
Finance Committee – 5/3/21
Governing Body (public hearing) – 5/12/21

**QUALITY OF LIFE COMMITTEE ACTION:** Approved on consent.

**SPECIAL CONDITIONS OR AMENDMENTS:**

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

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

# City of Santa Fe New Mexico
## Memorandum

**Date:** April 26, 2021

**To:** Ethics and Campaign Review Board, Quality of Life, Public Works and Utilities Committee, and Governing Body

**From:** Jesse Guillen, Legislative Liaison

**Via:** Erin McSherry, City Attorney EM

**RE:** Reassigning Salary Commission Appointments

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**EXECUTIVE SUMMARY:**

The proposed Bill moves appointing authority for members of the Independent Salary Commission from the mayor to the Ethics and Campaign Review Board.

**BACKGROUND:**

When the Independent Salary Commission was established in 2016 it assigned the mayor the authority of appointing members to the Independent Salary Commission. Concerns have now been raised about whether the Commission members can be independent if the salary they set is for the position that is responsible for appointing them. The proposed Bill reassigns the appointing authority to the Ethics and Campaign Review Board.

**ATTACHMENTS:**

Bill
Fiscal Impact Report

**CITY OF SANTA FE, NEW MEXICO**

**BILL NO. 2021-11**

**INTRODUCED BY:**

Councilor Michael J. Garcia

Councilor Signe I. Lindell

underscored material = new [~~bracketed material~~] = delete

**AN ORDINANCE**

**REGARDING THE INDEPENDENT SALARY COMMISSION, AMENDING SECTION 6-19.3 SFCC 1987 TO REASSIGN THE AUTHORITY TO APPOINT THE MEMBERS OF THE COMMISSION TO THE ETHICS AND CAMPAIGN REVIEW BOARD AND TO REASSIGN THE AUTHORITY TO APPOINT THE COMMISSION'S CHAIRPERSON TO THE COMMISSION'S MEMBERS; AND AMENDING SECTION 6-16.2 SFCC TO ADD THE DUTY OF APPOINTING THE INDEPENDENT SALARY COMMISSION MEMBERS TO THE ETHICS AND CAMPAIGN REVIEW BOARD'S POWERS AND DUTIES.**

**BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:**

**Section 1. Section 16-9.3 of SFCC 1987 (being Ord. No. 2016-43 § 2, as amended) is amended to read:**

**6-19.3 Membership; terms; vacancies.**

A. Membership. The commission shall be comprised of seven (7) members, all of whom must reside within the municipal boundaries of the city of Santa Fe. [~~The mayor shall~~

~~appoint, with the advice and consent of the governing body,]~~ The ethics and campaign review board shall appoint the members of the commission. The commission shall consist of one (1) member from each of the following categories:

(1) One (1) shall be a member of the Santa Fe chamber of commerce.

(2) One (1) shall be a representative of a neighborhood association.

(3) One (1) shall be a representative of a community organization.

(4) One (1) shall be a current or retired attorney or judge.

(5) One (1) shall be a representative of the human resources industry, or an employment consultant.

(6) One (1) shall be a current or retired chief executive officer.

(7) One (1) member shall be appointed at-large.

Nominees to the commission shall have the ability to exercise sound and practical judgement in the implementation of their powers and duties as members of the commission.

[~~The mayor shall appoint~~] Members of the commission shall appoint a chairperson [~~prior to the~~] at the first meeting of the commission. The chairperson shall then appoint a vice-chairperson at the first regular meeting.

B. Terms. Members of the commission shall serve four (4) year terms. A member shall serve for no more than two (2) terms. After two (2) consecutive unexcused absences, a commission member shall be automatically removed from the commission, and a new member shall be appointed consistent with the provisions of paragraph A.

C. Vacancies. Vacancies on the commission shall be filled consistent with the provisions of paragraph A.

**Section 2. Section 6-16.2 of SFCC 1987 (being Ord. No. 2005-14, as amended) is amended to read:**

**6-16.2 Powers and duties.**

A. The board shall enforce the provisions of the Code of Ethics (Section 1-7 SFCC 1987), the Campaign Code (Section 9-2 SFCC 1987) and the Public Campaign Finance Code (Section 9-3 SFCC 1987) in accordance with the procedures prescribed in this section and such rules as the board may adopt.

B. The board shall establish reasonable rules of practice and procedure which are not in conflict with the provisions of city code or other city rules of practice and procedure, timetables and explanatory materials designed to educate the public, to encourage voluntary compliance and to ensure fair and prompt disposition of alleged violations. All such rules of practice and procedure shall be available to the public in the city clerk's office and on the city's website.

C. The board may give advisory opinions to any person requesting an opinion as to whether his or her own future conduct would violate the Code of Ethics, the Campaign Code or the Public Campaign Finance Code. An advisory opinion rendered by the board shall be binding on the board in any subsequent proceeding on a complaint against the person or entity who requested the opinion and acted in good faith in reliance thereon, unless the person or entity omitted or misstated a material fact in requesting the advisory opinion. Advisory opinions shall be indexed and maintained on file with the city clerk and placed on the city's web site.

D. In the exercise of its responsibilities, the board may audit campaign or other records. After each election campaign the board may contract for professional reviews or audits of campaign finance statements and shall file their results with the city clerk's office.

E. The board shall periodically review and recommend changes to the governing body for improving the Code of Ethics, the Election Code, the Campaign Code, or the Public Campaign Finance Code, particularly following a municipal election.

F. [~~Reserved~~] The board shall appoint the members of the independent salary commission pursuant to Section 6-19.3, SFCC 1987.

G. Reserved.

H. The board shall review and make recommendations to the governing body regarding the governing body procedural rules and other procedural matters including, but not limited to, the city's annual open meetings act compliance resolution.

APPROVED AS TO FORM:



ERIN K. McSHERRY, CITY ATTORNEY

*Legislation/2021/Bills/Reassigning Salary Commission Appointments*

**FIR No. 3325**

# FISCAL IMPACT REPORT

**General Information:**

(Check) Bill: X Resolution: _____

Short Title(s): Reassigning Salary Commission Appointments

Sponsor(s): Councilors Garcia, Lindell, and Vigil Coppler

Reviewing Department(s): City Attorney's Office – Legislative Services

Staff Completing FIR: Jesse Guillen Date: 4/26/21 Phone: 955-6518

Reviewed by City Attorney: _____ Date: Apr 26, 2021

Reviewed by Finance Director: Alexis Lotero Alexis Lotero (Apr 27, 2021 17:20 MDT) Date: Apr 27, 2021

**Summary:**
**The Bill would move appointing authority for the Independent Salary Commission's members from the mayor to the Ethics and Campaign Review Board. The change is intended to further separate the Commission from elected officials' involvement. The Bill also amends the Duties and Responsibilities of the Independent Salary Commission to add these new duties.**

**Departments Affected:**
**Human Resources, City Clerk**

**Consequences of Not Enacting Legislation:**
**The mayor would continue to appoint members of the Independent Salary Commission, subject to the advice and consent of the Governing Body.**

**Conflict, Duplication, Companionship, or Relationship to Other Legislation:**
**This Bill relates to Bill No. 2021-8 but does not conflict with the changes proposed in that Bill.**

**Performance and Administrative Implications:**
**The Ethics and Campaign Review Board will need to meet to deliberate and select members to appoint to the Commission.**

**Fiscal Implications:**
**No direct fiscal impact, but staff will be required to prepare and attend the additional Ethics and Campaign Review Board meetings.**

**Fiscal Impact**

X Check here if no fiscal impact

**Expenditures**

| Expenditure Type | FYE __ | FYE __ | FYE __ | Require BAR (Y/N) | Recurring (R) or Non-recurring (NR) | Fund | 3-Year Total Cost |
|---|---|---|---|---|---|---|---|
| Personnel and Benefits* | $ | $ | $ | | | | |
| Capital Outlay | $ | $ | $ | | | | |
| Contractual/ Professional Services | $ | $ | $ | | | | |
| Operating | $ | $ | $ | | | | $ |
| Total: | $ | $ | $ | | | | $ |

* This includes all staff time associated with executing the job functions of the proposed legislation.

**Expenditure Narrative:**

**Revenue**

| Revenue Type | FYE __ | FYE __ | FYE __ | Recurring (R) or Non-recurring (NR) | Fund |
|---|---|---|---|---|---|
| General Fund | $ | $ | $ | | |
| Special Revenue | $ | $ | $ | | |
| CIP | $ | $ | $ | | |
| Enterprise | $ | $ | $ | | |
| Internal Service | $ | $ | $ | | |
| Trust and Agency | $ | $ | $ | | |
| Federal | $ | $ | $ | | |
| Other | $ | $ | $ | | |
| Total | $ | $ | $ | | |

**Revenue Narrative:**

**Signature:** 

**Email:** jbguillen@ci.santa-fe.nm.us

**10. CONSENT CALENDAR**

q. **Request to Publish Notice of Public Hearing on May 12, 2021.**

Consideration of Bill No. 2021-11. An Ordinance Regarding the Independent Salary Commission; Amending Section 6-19.3 SFCC 1987 To Reassign the Authority to Appoint the, Members of the Commission to the Ethics and Campaign Review Board and to Reassign the Authority to Appoint the Commission's Chairperson to the Commission's Members; and Amending Section 6-16.2 SFCC to Add the Duty of Appointing the Independent Salary Commission Members to the Ethics And Campaign Review Board's Powers and Duties. (Councilor Garcia, Councilor Lindell, and Councilor Vigil Coppler) (Jesse Guillen, Legislative Liaison, jbguillen@santafenm.gov, 955-6518)

**COMMITTEE REVIEW:**

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

**Name:** Stefanie Beninato
**Comment - 04/28/2021 07:36 AM: ( For )**
Better than mayorial appointments Question do individual councilors recommend appointments to the Ethics Board? Are there too many lawyers on that board to give a fair representation of interests across constitutent groups? The Ethics board has its own biases and I am not sure that conservation of city funds is among their interests or that they have the expertise to decide on salary ranges.

# City of Santa Fe New Mexico
## Memorandum

**Date:** April 28, 2021

**To:** Planning Commission, Public Works Committee, and Governing Body

**From:** Noah Berke, Current Planning Division Manager NLB

**RE:** Proposed Changes to the Minimum Lot Size for Family Transfer Lot Splits

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**EXECUTIVE SUMMARY:**

This proposal would decrease the minimum lot size for an inheritance or family transfer subdivision in which one lot is split into two lots in an area of the City where public wastewater and water services are not available. Currently, the minimum lot size for such lot splits is 2.5 acres. If this legislation is adopted, the minimum lot size for such lot splits would be 1.25 acres. The proposal includes several changes to the City's Land Development Code, as set forth in Chapter 14 of Santa Fe City Code (SFCC), including amendments to Subsection 14-3.7(F), notes 15 and 16 of Table 14-7.2-1, and Subsections 14-9.6(A) and (B).

The proposed changes would not apply to inheritance and family transfer subdivisions creating more than two lots. Under the proposal, applicants requesting an inheritance or family transfer lot split would need to provide assurances that appropriate State of New Mexico well and septic permits can be obtained and that the proposed lot split can meet all other Chapter 14 regulations. Staff estimates that these proposed changes could affect roughly 275 lots within the City.

**BACKGROUND:**

The City has adopted special regulations for inheritance and family transfer subdivisions, which are intended to support "the continuation of traditional patterns of land transfer and division within families and to increase affordable housing within the family group." SFCC § 14-3.7(F).

Constituents who reside within areas that have recently been annexed by the City have submitted numerous requests for lot splits for the purpose of transferring land to family members. The primary issue preventing such lot splits has been the lack of available City wastewater and water, which are currently required to divide land into a lot size of less than 2.5 acres. The proposed changes would allow such lots to be split into two lots with a minimum size of 1.25 acres, if well and septic permits can be obtained and if the lot is created by inheritance or family transfer, in accordance with applicable regulations in SFCC Section 14.3.7(F).

Under SFCC Section 14-3.3, the Planning and Land Use Department is required to review proposed amendments to the text of Chapter 14 to ensure compliance with the following criteria:

1. compliance with law;
2. consistency with the general plan;

3. consistency with other policies adopted by the Governing Body;
4. consistency with the purpose and intent of Chapter 14 and of the section being amended;
5. consideration of how the amendment relates to other provisions of the Santa Fe City Code and the avoidance of unintended consequences; and
6. consistency with any approved neighborhood conservation overlay districts.

Staff has reviewed the proposal with regard to these criteria and finds that the proposed text amendments meet the criteria. Therefore, staff recommend that the proposed amendments to Chapter 14 should be adopted.

**ACTION REQUESTED:**
Staff requests **APPROVAL** of the proposed changes to Subsection 14-3.7(F), notes 15 and 16 of Table 14-7.2-1, and Subsections 14-9.6(B) and14-9.6(A).

**ATTACHMENTS:**
1. Bill
2. Fiscal Impact Report
3. GIS Map of Potential Affected Properties.

**CITY OF SANTA FE, NEW MEXICO**

**BILL NO. 2021-__**

**INTRODUCED BY:**

Councilor Roman "Tiger" Abeyta

Councilor Signe I. Lindell

Councilor Chris Rivera

**AN ORDINANCE**

**AMENDING SUBSECTION 14-3.7(F), NOTES 15 AND 16 OF TABLE 14-7.2-1, AND SUBSECTION 14-9.6(B) TO ALLOW THE MINIMUM LOT SIZE TO BE 1.25 ACRES FOR A LOT CREATED THROUGH AN INHERITANCE OR FAMILY TRANSFER SUBDIVISION AND THAT RESULTS IN ONLY ONE ADDITIONAL LOT; AMENDING SUBSECTION 14-7.2(B) TO REQUIRE ROUNDING DOWN OF THE CALCULATION OF MAXIMUM NUMBER OF DWELLING UNITS FOR A FAMILY TRANSFER SUBDIVISON WHERE NEITHER PUBLIC SEWER NOR PUBLIC WATER ARE AVAILABLE; AND AMENDING SUBSECTION 14-9.6(A) TO REQUIRE PROOF OF ADEQUATE SEPTIC AND WELL ASSURANCES PRIOR TO THE APPROVAL OF AN INHERITANCE OR FAMILY TRANSFER SUBDIVISION THAT LACKS PUBLIC SEWER AND WATER.**

**BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:**

**Section 1. Subsection 14-3.7(F) of the Land Development Code (being Ord. No. 2011-37 § 3, as amended) is hereby amended to read:**

underscored material = new [~~bracketed material~~] = delete

(F) **Inheritance and Family Transfer Subdivisions**

(1) Purpose

It is the purpose of this section to support the continuation of traditional patterns of land transfer and division within families and to increase affordable housing within the *family* group. This section is intended to assist in the transfer of *property* from parents to children or grandchildren with only those restrictions that are essential to the health, safety and welfare of the citizens of Santa Fe. There is no intention to promote the resale of such *properties* outside the *family* or to create favorable opportunities for developers. Standards for inheritance and *family* transfer subdivisions have been written to reflect traditional *development*.

(2) Applicability

(a) A subdivision is created by inheritance if it is created by a will or order of court in probate proceedings for the purpose of transmitting *property* to heirs, but not for the purpose of sale or lease and not creating more than one *lot* per *family* member or violating the provisions of this section.

(b) A subdivision is created by *family* transfer if it is created by a father or mother for the purpose of transferring a *lot* or *lots* to his or her children, natural or adopted, or grandchildren, or it is created by a person who has performed the function of father, mother, grandfather or grandmother for the purpose of transferring a *lot* to a person for whom such person has performed that function; provided that the person proposing to create the subdivision and transfer the *lot* or *lots* files appropriate documentation of conveyance along with an affidavit with the *county* clerk containing the following:

(i) a legal description of the *property* being transferred; and

(ii) a statement that the transferor has not made any other transfers of any other *lots* to the person receiving it that would require the filing of an affidavit pursuant to this section.

(3) Restrictions and Requirements

(a) Inheritance and *family* transfer subdivisions are allowed only in *residential* districts.

(b) Any one person may receive only one *lot* total by *family* transfer.

(c) No sale or lease of any *lot* designated on a subdivision *plat* creating an inheritance or *family* transfer subdivision shall occur within three years of the date of the transfer.

(d) The *plat* shall show the name of each *family* member to whom a *lot* is being transferred. Before the final subdivision *plat* is filed, a copy of the instrument of transfer to the transferee or his authorized representative must be provided to the *city*. A construction *permit* shall not be issued to a *person* other than the transferee or his authorized representative until the required time period is completed.

(e) If the *property* is transferred to a different *family* member acceptable under this section within three years, the *plat* and affidavit must be amended to reflect the different transferee.

(f) If an *owner* of a *lot* that was part of an inheritance or *family* transfer subdivision applies for a subdivision, *residential development* or PUD or other rezoning, then all the provisions of Chapter 14 shall apply with no special provision for the prior *family* transfer subdivision.

(4) Procedures

*Applications* for inheritance or *family* transfer subdivisions creating two or more additional *lots* shall be submitted to the planning commission. Only final *plat* procedures as set forth in Subsection (B) of this section are required. *Applications* creating one additional *lot* shall follow summary committee procedures as set forth in Section 14-2.3(E). In all cases, proof of

a *legal lot of record* is required as part of the submission requirement.

(5) Plats and Data

(a) An *application* for approval of an inheritance or *family* transfer subdivision final *plat* shall be filed with the *land use director* and shall consist of maps that show the proposed *development* layout and the related information and drawings specified by the *land use director*.

(b) Every final *plat* for an inheritance or *family* transfer subdivision shall contain the following legend prominently portrayed:

"NOTICE: This subdivision has been approved pursuant to the inheritance and *family* transfer provisions of the Santa Fe City Code. Procedures for inheritance and *family* transfer subdivision improvements are significantly different than for other types of subdivisions. No sale or lease of any *lot* designated on this subdivision *plat* shall occur within three years of the date this transfer is legally made. Any person intending to purchase a *lot* within this subdivision should contact the *city* of Santa Fe *land use director*. Requests for construction *permits* on illegally sold *lots* shall be denied."

(6) Development Standards and Required Improvements

Proof of compliance with the following standards is required for the approval of an inheritance or *family* transfer subdivision:

(a) Terrain Management Regulation

Compliance with terrain management regulation submissions as set forth in Section 14-8.2 is required.

(b) Design Standards

Subdivision design standards as set forth in Section 14-9.2 apply.

(c) Required Improvements

Inheritance and *family* transfer subdivisions shall comply with the

required improvements set forth in Section 14-9.2.

(d) Density and District Regulations

Except as otherwise specifically provided in the Land Development Code, [~~I~~]inheritance and *family* transfer subdivisions are required to meet the standards for use, *density*, *building* placement, height, *open space*, parking and other items set forth in the district regulations.

**Section 2. The Notes of Table 14-7.2-1 of the Land Development Code (being Ord. No. 2013-16, § 37, as amended) is amended to read:**

**[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]**

**Table 14-7.2-1: Table of Dimensional Standards for Residential Districts**

| NOTES: |
|---|
| 1. Provisions of overlay districts, including historic, escarpment or neighborhood districts may override standards in this table. Refer to Article 14-5 Overlay Zoning Districts and zoning map. |
| 2. See Section 14-7.2(B) Calculation of Allowable Dwelling Units, number of *lots* created and number of *dwelling units* constructed cannot exceed allowed *density*. |
| 3. See also Section 14-7.2(C) Lot Size Averaging in Single-Family Subdivisions. |
| 4. See Section 14-7.1(F)(4) Street Setback for Garage or Carport: A *garage* or carport with a vehicle entrance facing the *street* must be set back 20 feet from the *street property* line as shown in Illustration 14-7.1-3. |
| 5. *side* and *rear required yards*, including the requirements in Note 6 of this Table 14-7.2-1, may be reduced with the concurrence of adjoining *property owners* as shown on a recorded agreement, *plat* or other recorded declaration signed by the adjoining *property owners* in a form approved by the *land use director*, and in compliance with the Building Code as set forth in Article 7-1 SFCC 1987 Building Codes; General Provisions. The *yard* reduction must be offset by provision of a corresponding increase in the *yard* provided on the adjoining *lot*. |

**[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]**

| |
|---|
| 6. Within ten (10) feet of a side or rear *property* line, no point on a *structure* shall be higher than fourteen (14) feet above the finished *grade* at the closest point on the perimeter of the *structure* . Within fifteen (15) feet of a side or rear *property* line, no point on a *structure* shall be higher than twenty-four (24) feet above the finished *grade* at the closest point on the perimeter of the *structure*. (Ord. No. 2013-16 § 40) |
| 7. See also Section 14-8.4(J)(3) Buffer for Nonresidential Development Abutting Residential. |
| 8. See also Section 14-7.1(B) for calculation of maximum height limits. |
| 9. See Section 14-7.5 for *qualifying open space* regulations. |
| 10. See Section 14-7.5 (D) for amount of *open space* required for *non-residential* uses. |
| 11. See Subsection 14-7.1(B)(1) for calculation of net *lot* area. |
| 12. *Street yard* requirements apply to *lot access driveways*. |
| 13. The *required rear yard* is 5 feet for the types of *accessory structures* specified in Subsection 14-6.3(B)(2) that are 14 feet or less in height and that are separated from *principal structures* on the same *lot* by at least 10 feet. |
| 14. Except as otherwise provided in this chapter, the height limit and other *development* standards for *accessory structures* are the same as for the associated *principal structures* . Additional *development* standards for specified *accessory* uses are found in Subsections 14-6.3(B)(2) and 14-6.3(D). |

**[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]**

| |
|---|
| 15. The maximum *gross density* in districts that permit *residential* use is 0.4 *dwelling units* per acre if neither public sewer or water is provided, [~~and~~] one *dwelling unit* per acre if either public sewer or water is provided, and 0.8 *dwelling units* per acre if the *lot* was created through an inheritance or *family* transfer *subdivision* that resulted in only one additional *lot*. |
| 16. The minimum required net *lot* area for *single-family dwellings* is 2.5 acres if neither public sewer [~~or~~] nor water is provided, and [~~is~~] 1 acre if either public sewer or water is provided, except for a *lot* that was created through an inheritance or *family* transfer *subdivision* that created only one additional *lot*, which may have a minimum net *lot* area of 1.25 acres if the *lot* conforms to all requirements and restrictions for such subdivisions and obtains well and septic assurances from the State of New Mexico. |

**Section 4. Subsection 14-7.2(B) of the Land Development Code (being Ord. No. 2013-16, § 37, as amended) is amended to read:**

(B) **Calculation of Allowable Dwelling Units**

Prior to any *development* approval, the maximum allowable number of *dwelling units* shall be calculated for the site as a whole as follows:

(1) determine the total number of acres in the site to two decimal places, as certified by a *professional land surveyor* or *professional engineer* ; and

(2) determine the total *flood way* acres in the site to two decimal places, as certified by a *professional land surveyor* or *professional engineer* ; and

(3) subtract the sum of the *flood way* acres calculated in Subsection 14-7.2(B)(2) from the total number of acres of the site calculated in Subsection 14-7.2(B)(1);

(4) multiply the remaining acres by the applicable *gross density* factor of the

district as shown in Table 14-7.2-1;

(5) for a *parcel*, any portion of which lies in the area labeled as *mountainous and difficult terrain* on Exhibit "I" following Chapter 14 and where twenty-five percent or more of the *parcel* has a natural *slope* greater than twenty percent, multiply the result calculated in Subsection 14-7.2(B)(4) by 0.75;

(6) if the result is other than a whole number, the number shall be rounded down to the nearest whole number except as set forth in Subsections 14-7.2(B)(7) or (8). This is the allowable number of *dwelling units* for the site;

(7) if the calculation is for a *family* transfer subdivision as set forth in Subsection 14-3.7(F)(2)(b) and the result in Subsection 14-7.2(B)(6) is other than a whole number, the number may be rounded up if it is five-tenths or more except that the number will be rounded down if neither public sewer nor water is provided;

(8) if the result in Subsection 14-7.2(B)(6) is other than a whole number, the number may be rounded up if it is five-tenths or more; provided that the additional unit resulting from the rounding up meets the requirements of *Santa Fe Homes Program (SFHP)* set forth in Section 26-1 SFCC 1987 (Santa Fe Homes Program) or is a low-priced *dwelling unit* meeting the requirements set forth in Section 26-2.3 SFCC 1987 (Requirements for Low-Priced Dwelling Units);

(9) *SFHP development* incentives pursuant to Section 14-8.11(G) may increase the maximum number of *dwelling units* allowed on any site; however, if a *development* plan has been approved, in no case shall more *dwelling units* be constructed than described on the approved *development* plan.

(10) The minimum net *lot* area requirement for *single-family dwellings* shall be as established in Subsection 14-7.1(B)(1), Table 14-7.2-1 and Subsection 14-7.2(C); however, the number of *dwelling units* , and the number of *lots* occupied by *single-family dwellings* in

a *residential* subdivision shall not exceed the number provided by this Subsection 14-7.2(B).

(11) The allowable number of *dwelling units* shall not be exceeded for the site as a whole, regardless of subdivisions or *lot* splits. In the event of subdivision, including *lot* split, the allowed number of *dwelling units* shall be allocated among all resulting *parcels* so that no *parcel* exceeds the allowable number of units for that *parcel* calculated separately and the total number of units on all *parcels* shall not exceed that of the original site as a whole. A note shall be placed on the *plat* or *development* plan prior to recording the first and each subsequent subdivision or *lot* split that prohibits a further increase in the number of *dwelling units* for each portion of the site unless approved by the *governing body* as a rezoning action or other action authorized by Chapter 14.

**Section 4. Section 14-9.6 of the Land Development Code (being Ord. No. 2011-37 § 12) is hereby amended to read:**

**14-9.6 STANDARDS FOR INHERITANCE OR FAMILY TRANSFER SUBDIVISIONS**

(A) **Installation of Improvements**

Any improvements required to be constructed on inheritance or *family* transfer subdivisions are only required to be completed at the time a construction *permit* is issued on any *lot* contained in the subdivision, and not at the time of *plat* approval or recordation. A financial guarantee is not required at the time of *plat* recordation. If an inheritance or family transfer *subdivision* will result in the creation of only one additional *lot* and will not have public sewer or water available, the *applicant* will be required to provide proof of appropriate well and septic assurances from the State of New Mexico prior to approval of the *subdivision*.

(B) **Density and District Regulations**

Except as otherwise specifically provided in the Land Development Code, [~~I~~]inheritance and *family* transfer subdivisions are required to meet the standards for use, *density*, *building* placement, height, *open space*, parking and other items set forth in the

district regulations. *Densities* for newly annexed areas must conform to the *density* range provisions set forth in the *general plan*.

APPROVED AS TO FORM:



ERIN K. McSHERRY, CITY ATTORNEY

*Legislation/2021/Bills/Family Transfer Minimum Lot Size*

**FIR No. 3320**

# FISCAL IMPACT REPORT

**General Information:**

(Check) Bill: X Resolution: _____

Short Title(s): Family Transfer Minimum Lot Size

Sponsor(s): Councilor Abeyta and Councilor Lindell

Reviewing Department(s): Planning and Land Use Department

Staff Completing FIR: Noah Berke Date: 3/28/21 Phone: 955-6647

Reviewed by City Attorney: _____ Date: Apr 28, 2021

Reviewed by Finance Director: Alexis Lotero Date: Apr 28, 2021

Alexis Lotero (Apr 28, 2021 09:23 MDT)

**Summary:**
**This Bill will decrease the minimum lot size of a family lot transfer, when it involves a split of 1 lot into 2 lots. The minimum lot size without City water and sewer will decrease from 2.5 acres to 1.25 acres when the lot split is for a family member.**

**Departments Affected:**
**Planning and Land Use Department**

**Consequences of Not Enacting Legislation:**
**The minimum lot size for a family lot transfer will remain 2.5 acres if the Bill is not adopted. An estimated 275 lots throughout the City would be implicated by the adoption of this Bill.**

**Conflict, Duplication, Companionship, or Relationship to Other Legislation:**
**None identified.**

**Performance and Administrative Implications:**
**Adoption of the Bill will provide staff new criteria to apply for lot splits of 2.5 acres or more that do not have access to both City water and wastewater, granted it satisfies all other criteria for subdivisions.**

**Fiscal Implications:**
**None identified.**

**Fiscal Impact**

X Check here if no fiscal impact

**Expenditures**

| Expenditure Type | FYE _ | FYE __ | FYE __ | Require BAR (Y/N) | Recurring (R) or Non-recurring (NR) | Fund | 3-Year Total Cost |
|---|---|---|---|---|---|---|---|
| Personnel and Benefits* | $ | $ | $ | | | | |
| Capital Outlay | $ | $ | $ | | | | |
| Contractual/ Professional Services | $ | $ | $ | | | | |
| Operating | $ | $ | $ | | | | $ |
| Total: | $ | $ | $ | | | | $ |

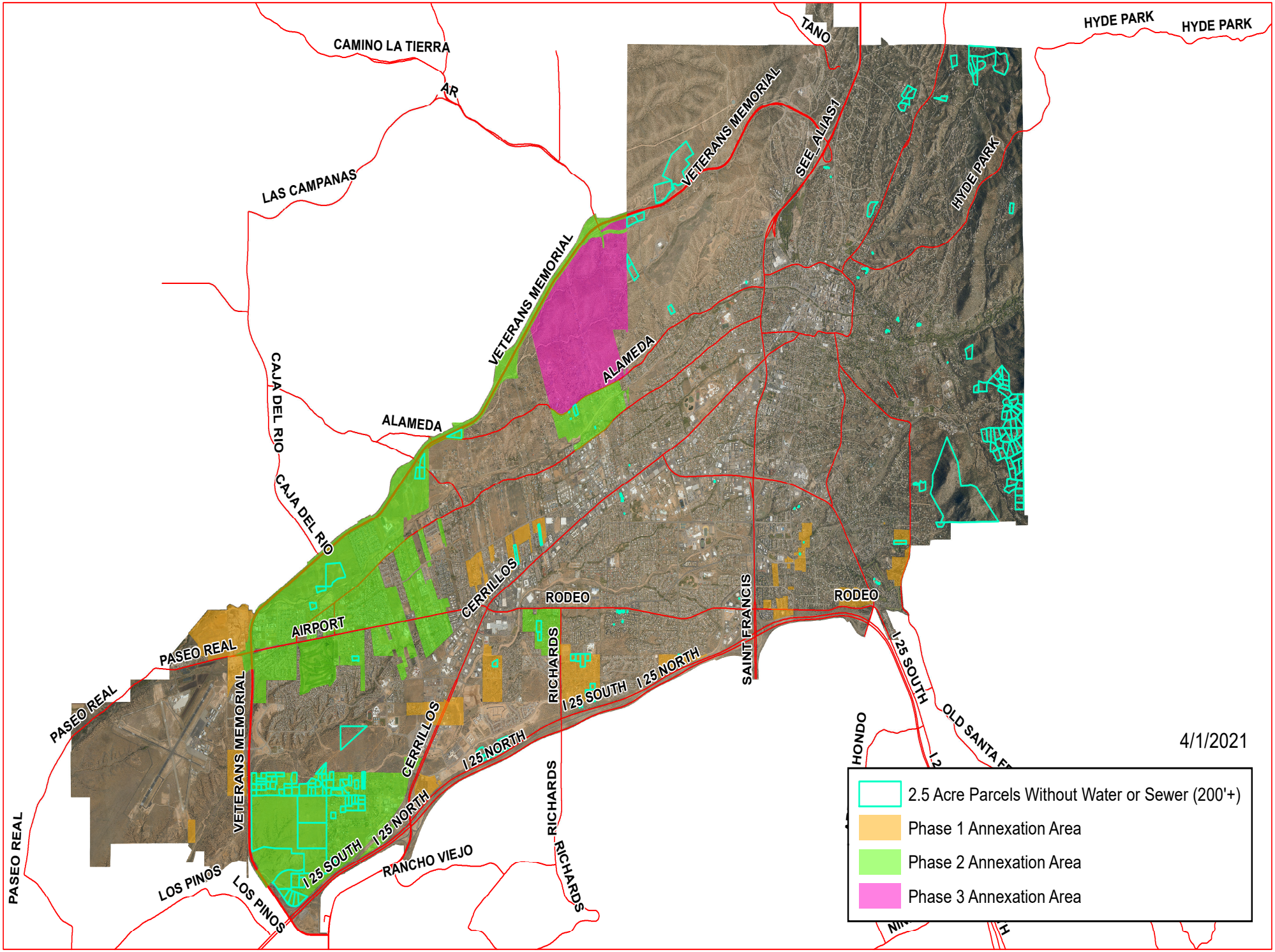
* This includes all staff time associated with executing the job functions of the proposed legislation.

**Expenditure Narrative:**

**Revenue**

| Revenue Type | FYE __ | FYE __ | FYE __ | Recurring (R) or Non-recurring (NR) | Fund |
|---|---|---|---|---|---|
| General Fund | $ | $ | $ | | |
| Special Revenue | $ | $ | $ | | |
| CIP | $ | $ | $ | | |
| Enterprise | $ | $ | $ | | |
| Internal Service | $ | $ | $ | | |
| Trust and Agency | $ | $ | $ | | |
| Federal | $ | $ | $ | | |
| Other | $ | $ | $ | | |
| Total | $ | $ | $ | | |

**Revenue Narrative:**


CAMINO LA TIERRA
AR
LAS CAMPANAS
TANO
HYDE PARK
HYDE PARK
VETERANS MEMORIAL
SEE_ALIAS1
HYDE PARK
VETERANS MEMORIAL
ALAMEDA
ALAMEDA
CAJA DEL RIO
CAJA DEL RIO
CERRILLOS
RODEO
RODEO
AIRPORT
PASEO REAL
PASEO REAL
PASEO REAL
VETERANS MEMORIAL
RICHARDS
I 25 SOUTH
I 25 NORTH
SAINT FRANCIS
I 25 SOUTH
OLD SANTA FE
HONDO
CERRILLOS
I 25 NORTH
I 25 NORTH
I 25 SOUTH
RICHARDS
RICHARDS
RANCHO VIEJO
LOS PINOS
LOS PINOS
PASEO REAL
4/1/2021
2.5 Acre Parcels Without Water or Sewer (200'+)
Phase 1 Annexation Area
Phase 2 Annexation Area
Phase 3 Annexation Area

**ACTION SHEET**
**PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 05/11/2021**

**ISSUSE NO. 8c**

CONSIDERATION OF BILL NO. 2021-__. (Councilor Abeyta and Councilor Lindell). An Ordinance Amending Subsection 14-3.7(F), Notes 15 and 16 of Table 14-7.2-1, and Subsection 14-9.6(B) to Allow the Minimum Lot Size to be 1.25 Acres for a Lot Created Through an Inheritance or Family Transfer Subdivision and that Results in Only One Additional Lot; Amending Subsection 14-7.2(B) to Require Rounding Down of the Calculation of Maximum Number of Dwelling Units for a Family Transfer Subdivision Where Neither Public Sewer nor Public Water are Available; and Amending Subsection 14-9.6(A) to Require Proof of Adquate Septic and Well Assurances Prior to the Approval of an Inheritance or Family Transfer Subdivision that Lacks Public Sewer and Water. (Eli Isaacson, Planning and Land Use Director: esisaacson@santafenm.gov, 955-6830)

**Committee Review:**
Introduced: 3/31/21
Planning Commission: 5/6/21
Public Works and Utilities Committee: 5/11/21
Governing Body (request to publish): 5/12/21
Governing Body (public hearing): 6/9/21

**PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Pulled by Councilor Vigil Coppler for discussion. Councilor Rivera requested to be a Co-Sponsor. Unanimously approved to forward to 5.12.2021 Governing Body.**

**SPECIAL CONDITIONS OR AMENDMENTS:**

**STAFF FOLLOW UP:**

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

# City of Santa Fe New Mexico
## Memorandum

**Date:** June 1, 2021

**To:** Quality of Life Committee, and Governing Body

**From:** Geronimo Griego, Acting Fire Marshal GGG

**Via:** Brian Moya, Assistant Fire Chief BJM
Nathan Miller, Wildland Superintendent NFM

**RE:** Fire Restrictions 3

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**EXECUTIVE SUMMARY:**

The proposed Resolution requests the Governing Body extend certain fire restrictions throughout the City of Santa Fe based on data supplied by the U.S. Forest Service and published by the National Weather Service. The fire restrictions would be in place from June 10th to July 10th.

**BACKGROUND:**

NMSA 1978, Section 60-2C-8.1 authorizes the governing body of a municipality to restrict the sale or use of fireworks within the boundaries of the municipality if severe or extreme drought conditions exist. As of April 20, 2021, all of Santa Fe County was in exceptional drought, the highest classified level (see Exhibit A). Pursuant to Section 60-2C-8.1, the Governing Body adopted Resolution No. 2021-22, restricting the sale or use of fireworks from April 15th to May 15th, 2021 and Resolution 2021-29 that imposed fire restrictions from May 16th to June 9th, 2021. State statute precludes a governing body from adopting fire restrictions 20 days prior to a holiday for which fireworks may be sold – the Fourth of July. Each Resolution has a maximum effective time period of thirty days, requiring the adoption of subsequent Resolutions if drought conditions persist. With that in mind, staff are proposing another Resolution to impose fire restrictions between July 11th and August 10th, which are anticipated to be the last fire restrictions necessary this year.

**ACTION REQUESTED:**

Adopt the Resolution as presented.

**ATTACHMENTS:**

Resolution

Exhibit A – Drought Monitor Report
Fiscal Impact Report

**CITY OF SANTA FE, NEW MEXICO**

**RESOLUTION NO. 2021-__**

**INTRODUCED BY:**

Councilor Chris Rivera

Councilor Carol Romero-Wirth

Councilor JoAnne Vigil Coppler

Councilor Renee Villarreal

**A RESOLUTION**

**PROCLAIMING SEVERE OR EXTREME DROUGHT CONDITIONS EXIST IN THE CITY OF SANTA FE; IMPOSING FIRE RESTRICTIONS JUNE 10, 2021 TO JULY 10, 2021; RESTRICTING THE SALE OR USE OF FIREWORKS WITHIN THE CITY OF SANTA FE AND PROHIBITING OTHER FIRE HAZARD ACTIVITIES.**

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

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

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

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

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

presently extremely high in the city of Santa Fe; and

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

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

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

**WHEREAS,** pursuant to NMSA 1978, Section 60-2C-8.1, the governing body of a municipality is authorized to restrict the sale or use of fireworks within the boundaries of the municipality if severe or extreme drought conditions exist; and

**WHEREAS,** on April 14, 2021 the Governing Body adopted Resolution No. 2021-22 which imposed fire restrictions for a period of 30 days; and

**WHEREAS,** on May 12, 2021 the Governing Body adopted Resolution No. 2021-29 which imposed fire restrictions for a period of 28 days.

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

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

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

**Section 3.** The Governing Body restricts the sale or use of fireworks June 10, 2021 to July 10, 2021 to the maximum extent possible permitted in NMSA 1978, Section 60-2C-8.1.

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

(1) aerial devices:

(a) aerial spinners;

(b) helicopters;

(c) mines;

(d) missile-type rockets;

(e) roman candles;

(f) shells; and

(g) stick-type rockets;

(2) ground audible devices:

(a) chasers; and

(b) firecrackers.

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

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

**Section 5.** Pursuant to Section 12-3.9 SFCC 1987,

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

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

**BE IT FURTHER RESOLVED** that

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

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

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

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

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

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

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

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

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

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

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

are in place during extreme or severe drought conditions and wildland fire conditions.

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

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:



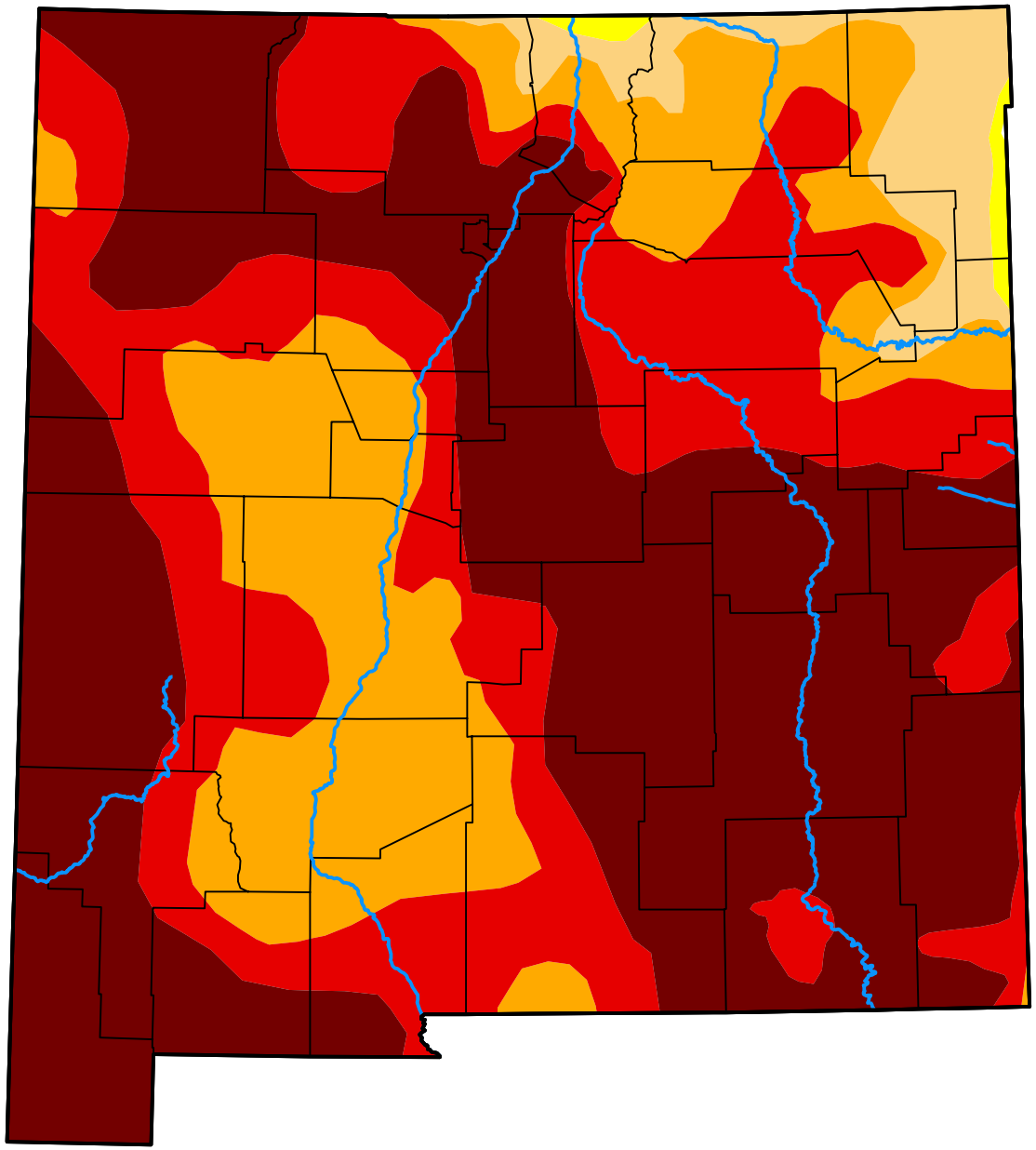
_____

ERIN K. MCSHERRY, CITY ATTORNEY

*Legislation/2021/Resolutions/Fire Restrictions 3*

# *U.S. Drought Monitor*

# New Mexico



## May 25, 2021

***(Released Thursday, May. 27, 2021)***

**Valid 8 a.m. EDT**

*Drought Conditions (Percent Area)*

| | None | D0-D4 | D1-D4 | D2-D4 | D3-D4 | D4 |
|---|---|---|---|---|---|---|
| **Current** | 0.01 | 99.99 | 99.47 | 94.88 | 74.71 | 46.72 |
| **Last Week** *05-18-2021* | 0.00 | 100.00 | 99.67 | 96.89 | 77.51 | 47.82 |
| **3 Months Ago** *02-23-2021* | 0.00 | 100.00 | 100.00 | 99.91 | 82.03 | 54.24 |
| **Start of Calendar Year** *12-29-2020* | 0.00 | 100.00 | 99.97 | 99.59 | 82.26 | 53.20 |
| **Start of Water Year** *09-29-2020* | 0.00 | 100.00 | 99.92 | 73.65 | 39.88 | 2.90 |
| **One Year Ago** *05-26-2020* | 32.47 | 67.53 | 37.62 | 23.07 | 4.44 | 0.00 |

*Intensity:*

- None
- D0 Abnormally Dry
- D1 Moderate Drought
- D2 Severe Drought
- D3 Extreme Drought
- D4 Exceptional Drought

*The Drought Monitor focuses on broad-scale conditions. Local conditions may vary. For more information on the Drought Monitor, go to https://droughtmonitor.unl.edu/About.aspx*

*Author:*

Adam Hartman

NOAA/NWS/NCEP/CPC

**droughtmonitor.unl.edu**

**FIR No. 3330**

# FISCAL IMPACT REPORT

**General Information:**

(Check) Bill: _____ Resolution: X

Short Title(s): Fire Restrictions 3

Sponsor(s): Councilors Rivera, Romero-Wirth, Vigil Coppler, and Villarreal

Reviewing Department(s): Fire Department

Staff Completing FIR: Porfirio Chavarria Date: _____ Phone: 505-660-3732

Reviewed by City Attorney: _____ Date: May 31, 2021

Reviewed by Finance Director: Alexis Lotero Date: Jun 1, 2021

Alexis Lotero (Jun 1, 2021 16:04 MDT)

**Summary:**
**The proposed Resolution extends restrictions for the sale and use of fireworks within City limits and prohibits other activities that may pose a fire risk due to severe to exceptional drought. The extension is from June 10, 2021 to July 10, 2021.**

**Departments Affected:**
**Fire Department.**

**Consequences of Not Enacting Legislation:**
**The City will not have the authority to restrict the use of fireworks in the City limits or prohibit certain activities that pose a risk of starting a fire due to severe to exceptional drought.**

**Conflict, Duplication, Companionship, or Relationship to Other Legislation:**
**The Resolution is consistent with NMSA 1978, Section 60-2C-8.1 and SFCC 1987, Chapter 12, Fire Protection and Prevention. The proposed Resolution is an extension of the restrictions imposed by Resolution No. 2021-22 and Resolution No. 2021-29. This Resolution relates to Fire Restrictions 4, which implements the same fire restrictions from July 11, 2021 – August 10, 2021.**

**Performance and Administrative Implications:**
**Enforcement of the proclamation and sections identified in this Resolution regarding the sale and use of fireworks, open burning, charcoal grills, smoking, and motorized vehicles on City-owned recreational areas.**

**Fiscal Implications:**
**None identified.**

**Fiscal Impact**

X Check here if no fiscal impact

**Expenditures**

| Expenditure Type | FYE __ | FYE __ | FYE __ | Require BAR (Y/N) | Recurring (R) or Non-recurring (NR) | Fund | 3-Year Total Cost |
|---|---|---|---|---|---|---|---|
| Personnel and Benefits* | $ | $ | $ | | | | |
| Capital Outlay | $ | $ | $ | | | | |
| Contractual/ Professional Services | $ | $ | $ | | | | |
| Operating | $ | $ | $ | | | | $ |
| Total: | $ | $ | $ | | | | $ |

* This includes all staff time associated with executing the job functions of the proposed legislation.

**Expenditure Narrative:**

**Revenue**

| Revenue Type | FYE __ | FYE __ | FYE __ | Recurring (R) or Non-recurring (NR) | Fund |
|---|---|---|---|---|---|
| General Fund | $ | $ | $ | | |
| Special Revenue | $ | $ | $ | | |
| CIP | $ | $ | $ | | |
| Enterprise | $ | $ | $ | | |
| Internal Service | $ | $ | $ | | |
| Trust and Agency | $ | $ | $ | | |
| Federal | $ | $ | $ | | |
| Other | $ | $ | $ | | |
| Total | $ | $ | $ | | |

**Revenue Narrative:**

**Signature:** Porfirio Chavarria
Porfirio Chavarria (Jun 1, 2021 08:16 MDT)

**Email:** pnchavarria@santafenm.gov

**Signature:** GERONIMO GRIEGO
GERONIMO GRIEGO (May 31, 2021 20:00 MDT)

**Email:** gggriego@santafenm.gov

**Signature:**

**Email:** bjmoya@santafenm.gov

**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 Rivera, Councilor Romero-Wirth, Councilor Vigil Coppler, and Councilor Villarreal)
A Resolution Proclaiming Severe or Extreme Drought Conditions Exist in the City of Santa Fe; Imposing Fire Restrictions June 10, 2021 to July 10, 2021; Restricting the Sale or Use of Fireworks Within the City of Santa Fe and Prohibiting Other Fire Hazard Activities. (Geronimo Griego, Acting Fire Marshall: gggriego@santafenm.gov, 955-3310)

Committee Review:
Introduction: 05/26/21
Quality of Life Committee: 06/02/21
Governing Body: 06/09/21

**QUALITY OF LIFE COMMITTEE ACTION:** Approved on consent

**SPECIAL CONDITIONS OR AMENDMENTS:**

**SEND TO:**
Governing Body

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

# City of Santa Fe New Mexico
## Memorandum

**Date:** June 1, 2021

**To:** Quality of Life Committee, and Governing Body

**From:** Geronimo Griego, Acting Fire Marshal GGG
GGG

**Via:** Brian Moya, Assistant Fire Chief BJM
BJM
Nathan Miller, Wildland Superintendent NFM
NFM

**RE:** Fire Restrictions 4

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**EXECUTIVE SUMMARY:**

The proposed Resolution requests the Governing Body extend certain fire restrictions throughout the City of Santa Fe based on data supplied by the U.S. Forest Service and published by the National Weather Service. The fire restrictions would be in place from July 11th to August 10th.

**BACKGROUND:**

NMSA 1978, Section 60-2C-8.1 authorizes the governing body of a municipality to restrict the sale or use of fireworks within the boundaries of the municipality if severe or extreme drought conditions exist. As of April 20, 2021, all of Santa Fe County was in exceptional drought, the highest classified level (see Exhibit A). Pursuant to Section 60-2C-8.1, the Governing Body adopted Resolution No. 2021-22, restricting the sale or use of fireworks from April 15th to May 15th, 2021 and Resolution No. 2021-29 that imposed fire restriction from May 16th to June 9th, 2021. State statute precludes a governing body from adopting fire restrictions 20 days prior to a holiday for which fireworks may be sold – the Fourth of July. Each Resolution has a maximum effective time period of thirty days, requiring the adoption of subsequent Resolutions if drought conditions persist. This Resolution relates to another Resolution that imposes fire restrictions from June 10th to July 10th. That Resolution is anticipated to be the last fire restrictions necessary this year.

**ACTION REQUESTED:**

Adopt the Resolution as presented.

**ATTACHMENTS:**

Resolution
Exhibit A – Drought Monitor Report

Fiscal Impact Report

**Signature:** GERONIMO G GRIEGO
GERONIMO G GRIEGO (Jun 1, 2021 10:58 MDT)

**Email:** gggriego@santafenm.gov

**Signature:** Nathan F Miller
Nathan F Miller (Jun 1, 2021 11:22 MDT)

**Email:** nfmiller@santafenm.gov

**Signature:** BRIAN J MOYA
BRIAN J MOYA (Jun 1, 2021 10:30 MDT)

**Email:** bjmoya@santafenm.gov

**CITY OF SANTA FE, NEW MEXICO**

**RESOLUTION NO. 2021-__**

**INTRODUCED BY:**

Councilor Chris Rivera

Councilor Carol Romero-Wirth

Councilor JoAnne Vigil Coppler

Councilor Renee Villarreal

**A RESOLUTION**

**PROCLAIMING SEVERE OR EXTREME DROUGHT CONDITIONS EXIST IN THE CITY OF SANTA FE; IMPOSING FIRE RESTRICTIONS JULY 11, 2021 TO AUGUST 10, 2021; RESTRICTING THE SALE OR USE OF FIREWORKS WITHIN THE CITY OF SANTA FE AND PROHIBITING OTHER FIRE HAZARD ACTIVITIES.**

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

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

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

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

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

presently extremely high in the city of Santa Fe; and

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

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

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

**WHEREAS,** pursuant to NMSA 1978, Section 60-2C-8.1, the governing body of a municipality is authorized to restrict the sale or use of fireworks within the boundaries of the municipality if severe or extreme drought conditions exist; and

**WHEREAS,** on April 14, 2021 the Governing Body adopted Resolution No. 2021-22 which imposed fire restrictions for a period of 30 days; and

**WHEREAS,** on May 12, 2021 the Governing Body adopted Resolution No. 2021-29 which imposed fire restrictions for a period of 28 days.

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

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

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

**Section 3.** The Governing Body restricts the sale or use of fireworks July 11, 2021 to August 10, 2021 to the maximum extent possible permitted in NMSA 1978, Section 60-2C-8.1.

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

(1) aerial devices:

(a) aerial spinners;

(b) helicopters;

(c) mines;

(d) missile-type rockets;

(e) roman candles;

(f) shells; and

(g) stick-type rockets;

(2) ground audible devices:

(a) chasers; and

(b) firecrackers.

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

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

**Section 5.** Pursuant to Section 12-3.9 SFCC 1987,

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

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

**BE IT FURTHER RESOLVED** that

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

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

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

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

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

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

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

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

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

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

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

are in place during extreme or severe drought conditions and wildland fire conditions.

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

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:



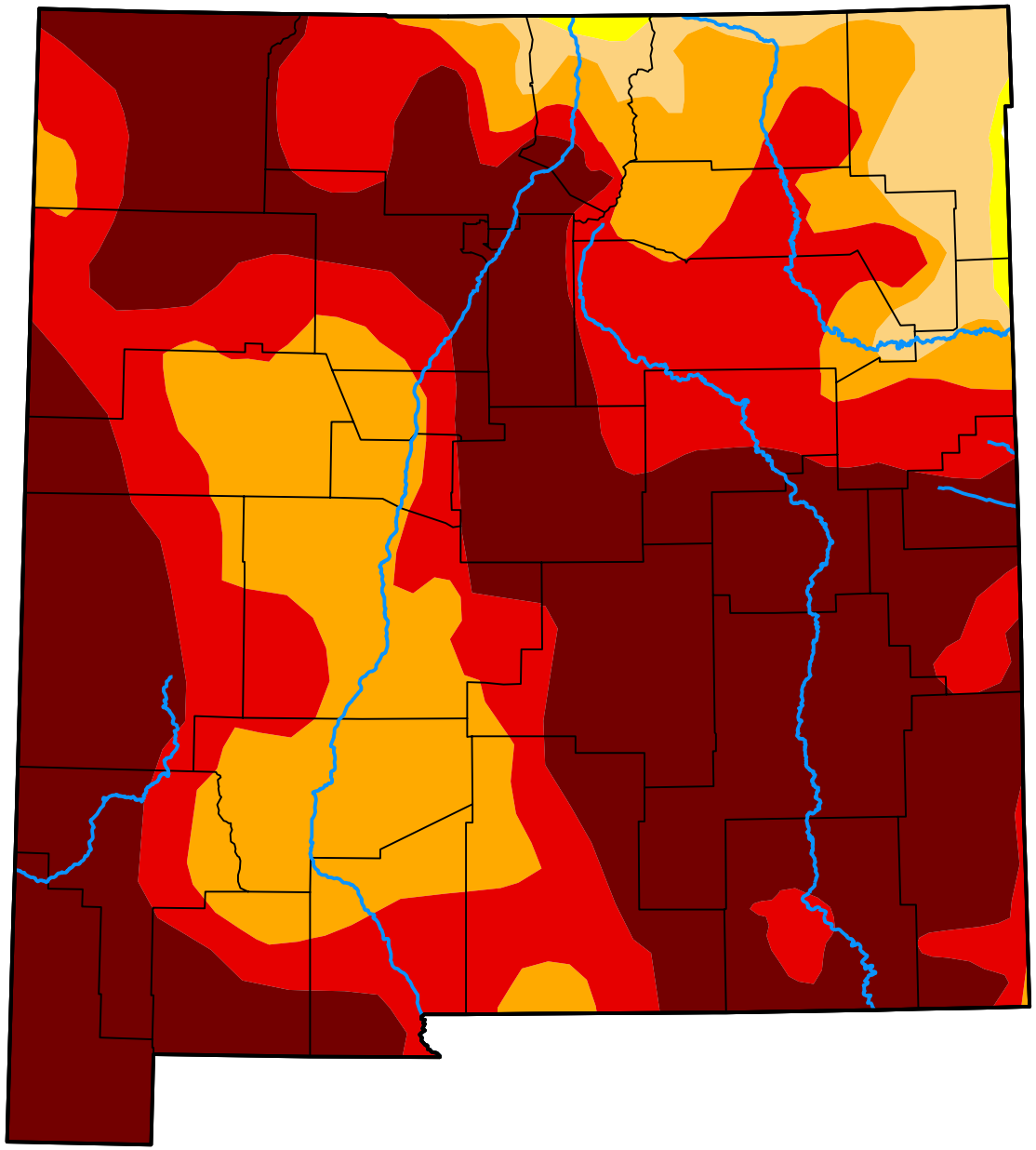
_____

ERIN K. MCSHERRY, CITY ATTORNEY

*Legislation/2021/Resolutions/Fire Restrictions 4*

# *U.S. Drought Monitor*

# New Mexico



## May 25, 2021

***(Released Thursday, May. 27, 2021)***

**Valid 8 a.m. EDT**

*Drought Conditions (Percent Area)*

| | None | D0-D4 | D1-D4 | D2-D4 | D3-D4 | D4 |
|---|---|---|---|---|---|---|
| **Current** | 0.01 | 99.99 | 99.47 | 94.88 | 74.71 | 46.72 |
| **Last Week** *05-18-2021* | 0.00 | 100.00 | 99.67 | 96.89 | 77.51 | 47.82 |
| **3 Months Ago** *02-23-2021* | 0.00 | 100.00 | 100.00 | 99.91 | 82.03 | 54.24 |
| **Start of Calendar Year** *12-29-2020* | 0.00 | 100.00 | 99.97 | 99.59 | 82.26 | 53.20 |
| **Start of Water Year** *09-29-2020* | 0.00 | 100.00 | 99.92 | 73.65 | 39.88 | 2.90 |
| **One Year Ago** *05-26-2020* | 32.47 | 67.53 | 37.62 | 23.07 | 4.44 | 0.00 |

*Intensity:*

- None
- D0 Abnormally Dry
- D1 Moderate Drought
- D2 Severe Drought
- D3 Extreme Drought
- D4 Exceptional Drought

*The Drought Monitor focuses on broad-scale conditions. Local conditions may vary. For more information on the Drought Monitor, go to https://droughtmonitor.unl.edu/About.aspx*

*Author:*

Adam Hartman

NOAA/NWS/NCEP/CPC

**droughtmonitor.unl.edu**

**FIR No. 3331**

# FISCAL IMPACT REPORT

**General Information:**

(Check) Bill: _____ Resolution: X

Short Title(s): Fire Restrictions 4

Sponsor(s): Councilors Rivera, Romero-Wirth, Vigil Coppler, and Villarreal

Reviewing Department(s): Fire Department

Staff Completing FIR: Porfirio Chavarria Date: _____ Phone: 505-660-3732

Reviewed by City Attorney: _____ Date: May 31, 2021

Reviewed by Finance Director: Alexis Lotero Date: Jun 1, 2021

Alexis Lotero (Jun 1, 2021 09:00 MDT)

**Summary:**
**The proposed Resolution extends restrictions for the sale and use of fireworks within City limits and prohibits other activities that may pose a fire risk due to severe to exceptional drought. The extension is from July 11, 2021 to August 10, 2021.**

**Departments Affected:**
**Fire Department.**

**Consequences of Not Enacting Legislation:**
**The City will not have the authority to restrict the use of fireworks in the City limits or prohibit certain activities that pose a risk of starting a fire due to severe to exceptional drought.**

**Conflict, Duplication, Companionship, or Relationship to Other Legislation:**
**The Resolution is consistent with NMSA 1978, Section 60-2C-8.1 and SFCC 1987, Chapter 12, Fire Protection and Prevention. The proposed Resolution is an extension of the restrictions imposed by Resolution No. 2021-22 and Resolution No. 2021-29. This Resolution relates to Fire Restrictions 3, which implements the same fire restrictions from June 10, 2021 – July 10, 2021.**

**Performance and Administrative Implications:**
**Enforcement of the proclamation and sections identified in this Resolution regarding the sale and use of fireworks, open burning, charcoal grills, smoking, and motorized vehicles on City-owned recreational areas.**

**Fiscal Implications:**
**None identified.**

**Fiscal Impact**

X Check here if no fiscal impact

**Expenditures**

| Expenditure Type | FYE __ | FYE __ | FYE __ | Require BAR (Y/N) | Recurring (R) or Non-recurring (NR) | Fund | 3-Year Total Cost |
|---|---|---|---|---|---|---|---|
| Personnel and Benefits* | $ | $ | $ | | | | |
| Capital Outlay | $ | $ | $ | | | | |
| Contractual/ Professional Services | $ | $ | $ | | | | |
| Operating | $ | $ | $ | | | | $ |
| Total: | $ | $ | $ | | | | $ |

* This includes all staff time associated with executing the job functions of the proposed legislation.

**Expenditure Narrative:**

**Revenue**

| Revenue Type | FYE __ | FYE __ | FYE __ | Recurring (R) or Non-recurring (NR) | Fund |
|---|---|---|---|---|---|
| General Fund | $ | $ | $ | | |
| Special Revenue | $ | $ | $ | | |
| CIP | $ | $ | $ | | |
| Enterprise | $ | $ | $ | | |
| Internal Service | $ | $ | $ | | |
| Trust and Agency | $ | $ | $ | | |
| Federal | $ | $ | $ | | |
| Other | $ | $ | $ | | |
| Total | $ | $ | $ | | |

**Revenue Narrative:**

**Signature:**

**Email:** bjmoya@santafenm.gov

**Signature:** Porifiro Chavarria
Porifiro Chavarria (Jun 1, 2021 08:17 MDT)

**Email:** pnchavarria@santafenm.gov

**Signature:** GERONIMO GRIEGO
GERONIMO GRIEGO (May 31, 2021 20:01 MDT)

**Email:** gggriego@santafenm.gov

**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 Rivera, Councilor Romero-Wirth, Councilor Vigil Coppler, and Councilor Villarreal)
A Resolution Proclaiming Severe or Extreme Drought Conditions Exist in the City of Santa Fe; Imposing Fire Restrictions July 11, 2021 to August 10, 2021; Restricting the Sale or Use of Fireworks Within the City of Santa Fe and Prohibiting Other Fire Hazard Activities.
(Geronimo Griego, Acting Fire Marshall: gggriego@santafenm.gov, 955-3310)

Committee Review:
Introduction: 05/26/21
Quality of Life Committee: 06/02/21
Governing Body: 06/09/21

**QUALITY OF LIFE COMMITTEE ACTION:** Approved on consent

**SPECIAL CONDITIONS OR AMENDMENTS:**

**SEND TO:**
Governing Body

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